

**CAPE & VINEYARD ELECTRIC COOPERATIVE, INC.**

***NET METERING AND BILLING CONSULTING SERVICES/SOFTWARE  
REQUEST FOR PROPOSAL***

**Awarding Authority:** Cape & Vineyard Electric Cooperative, Inc. (through its agent Barnstable County)  
**Address:** Superior Court House  
3195 Main Street  
P.O. Box 427  
Barnstable, MA 02630  
**RFP Contact Person:** Elaine Davis  
**Email:** edavis@barnstablecounty.org

The Cape & Vineyard Electric Cooperative, Inc. (hereinafter the “CVEC” or the “Awarding Authority”) seeks proposals, pursuant to M.G.L. c. 30B, from qualified, interested parties (individually a “Respondent” and collectively the "Respondents") , to develop and/or supply a billing and tracking computer-based solution and/or to supply comprehensive management services (“Billing & Tracking”) that will allow CVEC to manage and administer and track the flow of CVEC’s 1) monthly payments to a third party contractor for monthly production of renewable energy, 2) efficient monthly invoicing of CVEC members and other entities for the contractor’s monthly delivery of said renewable energy, 3) accurate distribution and verification of monthly net metering credits delivered by the local electric utility (“Utility”) for said renewable energy, 4) efficient accounting and tracking of CVEC’s monthly revenue derived from an operational adder billed to CVEC members and other entities based on kilowatt hour (“kWh”) production from said renewable energy sales and, 5) semi-annual reconciliation of the allocation of net metering credits associated with said monthly production of renewable energy to numerous electric accounts.

The Awarding Authority intends to select and enter into a Consultant Services Agreement (“Contract”) with the Respondent submitting the most advantageous proposal taking into consideration the proposal’s relative merits and prices, pursuant to the evaluation criteria set forth in this Request for Proposal (“RFP”).

**Projected Selection Timeline:**

<b>Published in Goods and Services Bulletin:</b>	December 16, 2013
<b>RFP Available:</b>	December 16, 2013, 1 P.M. Available on the internet at <a href="http://purchasing.barnstablecounty.org">http://purchasing.barnstablecounty.org</a>
<b>Published in Newspaper and Public Posting</b>	December 16, 2013

**Mandatory Pre-bid Conference:** January 10, 2014, 9 A.M.  
  
Cape & Vineyard Electric Cooperative, Inc.  
Superior Court House  
Rooms 11/12  
3195 Main Street  
P.O. Box 427  
Barnstable, MA 02630

**Final Inquiry Date:** January 14, 2014, 1 P.M.

**Responses to All Inquiries Posted  
By:** January 20, 2014, 1 P.M.

**Proposals Due:** January 27, 2014, 1 P.M.

**Location:** Elaine Davis  
Cape & Vineyard Electric Cooperative, Inc.  
Rooms 11/12  
Superior Court House  
3195 Main Street  
P.O. Box 427  
Barnstable, MA 02630

**Optional Meeting Date with  
Responsive Bidders:** February 5, 2014

**Anticipated Award:** February 27, 2014

## ***NET METERING AND BILLING CONSULTING SERVICES***

### **1.0 GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS**

#### **1.1 *Cape & Vineyard Electric Cooperative, Inc.***

CVEC was organized on September 12, 2007. Presently, CVEC has twenty members: Barnstable County, Dukes County, the Cape Light Compact, the Towns of Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Edgartown, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Tisbury, West Tisbury, Oak Bluffs and Yarmouth. CVEC is a public cooperative formed under M.G.L. c. 164, §136. CVEC's purposes include developing and/or owning renewable electric generation facilities and procuring and/or selling long term electric supply or other energy-related goods or services at competitive prices to member communities and consumers within member communities. CVEC's functions, policies and goals include promoting and supporting the development of renewable energy resources and acquiring wholesale electric supply.

#### **1.2 *General Description of the CVEC Portfolio of Renewable Energy Projects Requiring Net Metering and Billing Services***

The Cape & Vineyard Electric Cooperative has developed or is developing a total of approximately 36.2 MW of solar photovoltaic ("PV") installations across Cape Cod and Martha's Vineyard at 30 sites owned by municipalities or governmental entities (schools, public buildings, public lands, etc.) through CVEC PV Initiative Round 1 and CVEC PV Initiative Round 2. A select set of project agreements from CVEC Round 1 and Round 2 is available for review on the CVEC website at [www.cvecinc.org](http://www.cvecinc.org). These PV systems are to be owned and operated by third parties. The anticipated commission date for the 30 PV systems is on or before June 30, 2014. The commissioning date and the final number of PV systems may change. All of the PV systems will receive net metering service from the Utility in accordance with G.L. c. 164, §§138-140 and 220 C.M.R. §18.00.

CVEC purchases the net metered renewable energy from the third party owner (whether behind the meter or not) and in turn sells the net metered renewable energy to its member municipalities and other entities. The third party bills CVEC monthly for the net metered renewable energy, and CVEC in turn bills its member municipalities and other entities monthly for the net metered renewable energy, including a small operational adder. As of the date of this solicitation, 20 PV systems are under 1MW are to be developed, and 10 PV systems are to be developed in excess of 1 MW. Twelve of the PV systems are to be "behind-the-meter" tie-ins. Two of the behind-the-meter PV systems will produce renewable energy in excess of that consumed on the premises. The Utility will allocate net metering credits for this excess renewable energy to designated electric accounts of CVEC member municipalities and other entities. The electric accounts for possible allocation total approximately 1076.

Two revenue grade meters will exist at each PV system to register the PV system's production of kWh; one provided by the Utility and one provided by the third-party owner or operator with annual mandated testing. A Data Acquisition System (DAS) will provide online reporting of production data from the third party owner or operator's meter.

For some of the PV systems, the Utility may elect to provide a check for net metering credits rather than allocate the credits to designated electric accounts. The Utility will make this election prior to commissioning of each PV system.

### **1.3 *Purchase Description of the Services and/or Software and Scope of Work***

This is an RFP for consultant services to aid in the implementation of either a computer-based solution and/or a comprehensive management service, which will result in efficient management of the CVEC portfolio of net metered renewable energy projects, monthly payments and invoicing, and related reconciliations.

CVEC seeks a Consultant to assist CVEC in the following:

- The implementation of a computer-based system and/or service to:
  - Provide efficient monthly payments to the third party owner.
  - Provide efficient monthly invoicing to CVEC members and other entities.
  - Provide accurate distribution/verification of Utility monthly net metering credits.
  - Provide accounting and tracking of CVEC's monthly operational adder.
  
- For projects of more than 1 MW **and** in the event of a Utility decision to **issue a check** for net metering credits for net metered renewable energy generation from such projects, CVEC seeks a Consultant to:
  - Implement a computer-based system and/or service to:
    - Track and confirm that the correct net metering credit rate for the PV system is being provided by the Utility.
    - Track and confirm that the correct kWh production values are being used by the Utility to determine net metering credits.
  
- For projects of less than 1 MW **and/or** in the event of a Utility **allocation** of net metering credits for the net metered renewable energy generation from such individual projects, CVEC seeks a Consultant to:
  - Implement a computer-based system and/or service to:
    - Track and confirm that the correct net metering credit rate for the PV system is being provided by the Utility.

- Track and confirm that the correct net metering credit is being posted to the proper electric account by the Utility and in the proper proportion as designated on Schedule Z to the interconnection service agreement between the Utility and the third-party owner of the PV system (“Schedule Z”).
- Provide quarterly review of net metering credits posted to electric accounts by the Utility, reconcile them against electric costs posted to each electric account by the Utility, and flag necessary recommended adjustments to Utility Schedule Z’s to ensure that excess credits do not accrue to any electric account.

To accomplish the above, the Consultant should provide one of the following:

1. A non-proprietary computer-based solution for CVEC purchase or subscription, and accompanying training for two CVEC staff or board members with a guaranteed hotline during regular business hours and an emergency back-up number for technical services during and following the training period for a period of two years. A preference will be accorded those software solutions that integrate with retail, commercially available platforms, such as, for example, Excel, Quickbooks or Access.

OR

2. Comprehensive billing and payment service for a one-year period with the option for CVEC to renew for additional six-month periods for up to a total of three years. The service should:
  - Accept invoices for renewable energy generation from the third-party PV system owner. Pay invoices in a timely manner, track invoice payments and cash flows between CVEC and the third-party owner;
  - Invoice CVEC member towns/entities based on the renewable energy generation allocated or “assigned” to each PV system as billed by the third-party owner. Invoice CVEC member towns/entities for any operational adder charges accruing to CVEC.
  - Collect and process payments by CVEC member towns/entities. Credit accounts properly. Track payment history. Disburse CVEC adder amounts to CVEC.
  - Collect and process net metering credits by paid by check from the Utility or allocated to electric accounts based on Schedule Z’s. Track allocation of net metering credits (if applicable) to ensure the proper net metering credit is being applied. Recommend adjustments to Schedule Z’s to CVEC quarterly to address any carryovers of credits to electric accounts.
  - Track the operational adder accruing to CVEC account.

OR

3. A combination of a comprehensive billing and payment service for a twelve-month period with the option for CVEC to renew for additional six-month periods for a total of up to three years, and a purchasable or subscription-based non-proprietary computer-based solution with accompanying training for two CVEC staff or board members and a guaranteed hotline during regular business hours and an emergency back-up number for technical services during and following the training period for a period of two years.

*The ideal solution will be one that can be adopted and implemented by CVEC staff with minimal training and back up through on-call management services.*

#### **1.4 Procurement Schedule**

##### **A. Pre-Bid Conference.**

A pre-bid conference will be held at CVEC's office, Superior Court House, 3195 Main Street, P.O. Box 427, Barnstable, MA 02630, at 9:00 A.M. on January 10, 2014. Respondents interested in attending must confirm attendance by January 7, 2014 by contacting, Liz Argo, Special Projects Coordinator, Cape & Vineyard Electric Cooperative, Inc. via email at [largo@cvecinc.org](mailto:largo@cvecinc.org). The subject line of the e-mail should reference "CVEC Net Metering and Billing Consulting Services: Pre-Bid Conference." In the email correspondence, Respondents are required to provide the name(s) and number of attendees, up to three (3), and the full contact information for the key contact attending the pre-bid conference.

##### **B. Stage Two: Submission of Proposal.**

Each Respondent must submit its Proposal completed according to the requirements set forth and according to the format described herein. Respondents shall be evaluated only on the non-price and price criteria set forth in this RFP.

Each Respondent's Proposal must be submitted in a sealed outer package and received by the Awarding Authority at Cape & Vineyard Electric Cooperative, Inc., Attn: Elaine Davis, Superior Court House, 3195 Main Street, P.O. Box 427, Barnstable, MA 02630 by 1 P.M. on January 27, 2014 ("Opening Date"). Each Respondent's Proposal must be clearly marked "*CVEC - NET METERING AND BILLING CONSULTING SERVICES*". A Proposal should include a table of contents properly indicating the section and page numbers of the information included.

A Proposal shall include a Non-Price Proposal and a Price Proposal. The Non-Price Proposal (8 hard copies and one (1) CD-ROM in Adobe Acrobat (pdf) format) shall be placed in a separate sealed envelope within the outer package marked with the Respondent's company name, and plainly marked "CVEC Net Metering and Billing Consultant - Non-Price Proposal." The Price Proposal (8 hard copies and one (1) CD-ROM in Adobe (pdf) format) shall be placed in a separate sealed envelope within the outer package marked with the Respondent's company name and "CVEC Net Metering and Billing Consulting - Price Proposal". No faxed submissions will be accepted. The

Awarding Authority will open all Non-Price Proposals at 1 P.M. in the presence of one or more witnesses. The Awarding Authority will not consider Proposals received after 1 p.m. on the opening date. The Awarding Authority will prepare and make available for public inspection a register of Proposals with the name of each Respondent. In accordance with G.L. c. 30B, the Proposals shall not be opened publicly and contents will be kept confidential until the Contract is awarded.

The Awarding Authority may cancel this RFP, or may reject in whole or in part any and all Proposals if the Awarding Authority determines that cancellation or rejection is in the best interest of the Awarding Authority.

**C. Stage Three: Consultant Demonstrations.**

After proposals are submitted, consultants may be asked to provide a demonstration of the proposed computer-based solution or comprehensive management service or proposed combination which will result in the efficient management and reconciliation of the CVEC portfolio of renewable energy projects and related net metering credits, payments and invoicing.

**D. Stage Four: Selection of Consultant(s).**

The Awarding Authority will form a selection committee (“Selection Committee”) to evaluate all responses based upon the criteria listed in this RFP. The Awarding Authority Evaluation Form for the non-price and price criteria is included in Attachment A. The Awarding Authority reserves the right to waive any technical defect or minor informality in responses.

Following selection the Consultant and the Awarding Authority will negotiate and execute the Contract. If the Awarding Authority determines that an acceptable agreement cannot be reached with a selected Consultant, the Awarding Authority may enter into the Contract with the Respondent providing the next most advantageous Proposal.

**E. Stage Five: Final Acceptance Test.**

The Awarding Authority shall require a final acceptance test to insure that a computer based solution functions as specified. All software shall remain the property of the Respondent until acceptance by the Awarding Authority. Acceptance testing shall be completed within twenty (20) days of confirmation of installation and system configuration. The Respondent will be required to make any necessary adjustments to the software and installation in order to obtain the final approval of the system by the Awarding Authority.

**1.5 Pre-Bid Inquiries**

Questions posed verbally at the mandatory pre-bid conference must be submitted in writing or electronic form to the Awarding Authority at the address below within four (4) calendar days after the pre-bid conference. The subject line of the writing or e-mail should reference “CVEC Net Metering Billing and Consulting Services RFP: Pre-Bid Inquiries.” The Awarding Authority shall issue a post conference addendum reciting each question and its response. Only the information contained in that addendum shall be relied upon when submitting a Proposal. The burden shall be on a Respondent to seek further clarification from the Awarding Authority in writing if the information contained in the post-conference addendum deviates from the Respondent’s intent or understanding.

All questions and inquiries concerning this RFP should be submitted in writing or electronic form no later than 1 P.M. on January 14, 2014 to:

Elaine Davis  
Cape & Vineyard Electric Cooperative, Inc.  
Superior Court House  
3195 Main Street  
P.O. Box 427  
Barnstable, MA 02630  
[Fax: \(508\) 362-4136](mailto:edavis@barnstablecounty.org)  
Email: edavis@barnstablecounty.org

The subject line of the writing or e-mail should reference “CVEC Net Metering Billing and Consulting Services RFP: Pre-Submission Inquiries.” Telephone or other such inquiries will not be answered. Inquiries will not be answered directly. The Awarding Authority will issue an addendum to address the written questions submitted by the aforementioned deadline. Any addenda will be posted on the following web site, <http://purchasing.barnstablecounty.org> It is the responsibility of the Respondent to check the web site prior to the submittal deadline to ensure that the Respondent has received all addenda issued by the Awarding Authority.

The Awarding Authority reserves the right to amend this RFP based on questions and issues raised prior to and at the pre-bid conference.

### ***1.6 Terms of Submission***

This RFP is issued and will be awarded and administered in accordance with applicable procurement laws, including M.G.L. c. 30B. Prior to the submission of a Proposal, each Respondent will make and will be deemed to have made a careful examination of the scope of work, the kind of services required before and during the Contract for which Respondent submits a Proposal, and all other matters that may affect the cost, time, and completion of the work. Each Respondent is responsible for obtaining any studies and data which may affect the Respondent’s ability to comply with obligations under the Contract or which the Respondent otherwise reasonably deems



necessary to develop a Proposal to undertake the consulting in accordance with the terms and conditions of this RFP.

The Awarding Authority will not reimburse Respondents for any costs incurred in preparing Proposals in response to this RFP, including site visits for demonstration purposes. These costs, expenses or other amounts may not be recouped under the Contract.

The Awarding Authority reserves the sole discretion unto itself to modify or amend any term in this RFP prior to the Proposal deadline, including but not limited to, any date contained in the Projected Selection Timeline. The Awarding Authority reserves the right to reject all Proposals and waive minor irregularities in the Proposals. The Awarding Authority reserves the right to cancel this RFP at any time prior to the Proposal due date.

The Awarding Authority may request an oral presentation or demonstration in support of a written Proposal. The Awarding Authority also reserves the right, in its sole discretion, to award a Contract based upon written Proposals received without prior discussions or negotiations.

## **REQUIRED SERVICES**

### **1.7 *Scope of Work***

- A.** The implementation of a computer-based system and/or service to:
  - Provide efficient monthly payments to the third party owner.
  - Provide efficient monthly invoicing to CVEC members and other entities.
  - Provide accurate distribution/verification/recommended adjustments of Utility monthly net metering credits.
  - Provide accounting and tracking of CVEC's monthly operational adder.
- For projects of more than 1 MW **and** in the event of a Utility decision to **issue a check** for net metering credits for net metered renewable energy generation from such projects, CVEC seeks a Consultant to:
  - Implement a computer-based system and/or service to:
    - Track and confirm that the correct net metering credit rate for the PV system is being provided by the Utility.
    - Track and confirm that the correct kWh production values are being used by the Utility to determine net metering credits.

- For projects of less than 1 MW **and/or** in the event of a Utility **allocation** of net metering credits for the net metered renewable energy generation from such individual projects, CVEC seeks a Consultant to:
  - Implement a computer-based system and/or service to:
    - Track and confirm that the correct net metering credit rate for the PV system is being provided by the Utility.
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    - Provide quarterly review of net metering credits posted to electric accounts by the Utility, reconcile them against electric costs posted to each electric account by the Utility, and flag necessary recommended adjustments to Utility Schedule Z’s to ensure that excess credits do not accrue to any electric account.

To accomplish the above, the Consultant should provide one of the following:

1. A non-proprietary computer-based solution for CVEC purchase or subscription, and accompanying training for two CVEC staff or board members with a guaranteed hotline during regular business hours and an emergency back-up number for technical services during and following the training period for a period of two years. A preference will be accorded those software solutions that integrate with retail, commercially available platforms, such as, for example, Excel, Quickbooks or Access.

OR

2. Comprehensive billing and payment service for a one-year period with the option for CVEC to renew for additional six-month periods for up to a total of three years. The service should:
  - Accept invoices for renewable energy generation from the third-party PV system owner. Pay invoices in a timely manner, track invoice payments and cash flows between CVEC and the third-party owner;
  - Invoice CVEC member towns/entities based on the renewable energy generation allocated or “assigned” to each PV system as billed by the third-party owner. Invoice CVEC member towns/entities for any operational adder charges accruing to CVEC.

- Collect and process payments by CVEC member towns/entities. Credit accounts properly. Track payment history. Disburse CVEC adder amounts to CVEC.
- Collect and process net metering credits by paid by check from the Utility or allocated to electric accounts based on Schedule Z's. Track allocation of net metering credits (if applicable) to ensure the proper net metering credit is being applied. Recommend adjustments to Schedule Z's to CVEC quarterly to address any carryovers of credits to electric accounts.
- Track the operational adder accruing to CVEC account.

OR

3. A combination of a comprehensive billing and payment service for a twelve-month period with the option for CVEC to renew for additional six-month periods for a total of up to three years, and a purchasable or subscription-based non-proprietary computer-based solution with accompanying training for two CVEC staff or board members and a guaranteed hotline during regular business hours and an emergency back-up number for technical services during and following the training period for a period of two years.

For all of the above, the Respondent's resources must be available such that implementation through software installation, training and/or management services can begin by 3/10/2014. A Training Plan and schedule should be provided in the Proposal.

In the event of a computer based solution, a Plan for post-training technical services or consultation should be provided with a sample training manual included with the Proposal. The Training Program Plan for Services should encompass the following items:

- Size, dates and type of training sessions.
- Examples of training materials.
- Description of refresher and continuing courses available to ensure that new employees are properly trained and that existing employees may be adequately refreshed in the operation of the software.
- Provide the resume of the individual assigned to supervise the training program. If this individual is not responsible for conducting the actual training, please also provide the resumes for the most responsible person(s) proposed to conduct training sessions.
- Explain clearly the timeframes involved in the employee training. Explain also when training is necessary, in terms of the overall project implementation.
- Describe any methods the Respondent will enlist to amend and enhance the training program outlined here; if it is agreed to by the Respondent and CVEC that changes are necessary to the training plan.

In the event of Billing and Tracking Services, a Plan and schedule of implementation should be articulated in the Proposal. Samples of records, reconciliations, bill forms, and any other pertinent sample documents should be provided.

The Awarding Authority may request an oral presentation and/or demonstration in support of a written Proposal.

*The ideal solution will be one that can be adopted and implemented by CVEC staff with minimal training and back up through on-call management services.*

### **1.8 Mandatory Contract Terms**

A description of mandatory Contract terms and conditions is included in Attachment B. Terms of the Contract must conform to the terms included in the RFP. Terms that do not conform to the terms set forth in this RFP shall be considered void.

## **2.0 PROPOSAL FORMAT**

### **2.1 Specific Requirements**

#### **A. Minimum Required Items.**

1. The Proposal must be submitted with a proposal cover letter substantially in the same form as the letter set forth in Attachment C. The Respondent will attach to the proposal cover letter evidence of authorization to execute and deliver the Proposal and the Contract to be awarded. The proposal cover letter will identify its authorized representative(s). The proposal cover letter must include a statement of acceptance of the mandatory terms of the Contract.

2. Substantial conformity with the specifications and other conditions set forth in the RFP.

3. References of other contracts performed.

4. Certificate of Non-Collusion (See Attachment D).

5. Attestation Regarding Filing of Tax Returns (See Attachment E).

6. Demonstration of service or software upon request.

7. Time specified in the Proposal for the performance of the Contract.

8. A Price Proposal (see Attachment F for a sample form).

#### **B. Other Required Items.**

1. Form of legal entity and year entity was established.
2. Describe any changes in ownership status over the past ten (10) years.
3. Other entity names, if any.
4. Federal Tax Identification Number for Respondent (See Att E).

**C. Management and Performance Capabilities.**

1. Describe the general reputation and performance capabilities of the Consultant and explain how these characteristics translate to optimizing results for the Awarding Authority.
2. Describe the Respondent's knowledge of and experience with net metering in Massachusetts (G.L. c. 164, §§138-140 and 220 C.M.R. §18.00).
3. Describe the Respondent's previous experience with municipal energy management.
4. Describe previous interactions the Respondent may have had with a Massachusetts Utility.
5. Provide the number of years Respondent has been engaged in providing services.
6. Provide the number of full-time personnel employed by the Respondent. Please segment the data, as appropriate, into categories of personnel and type of services provided.
7. Provide the number of full-time personnel located in any applicable local or branch office to be utilized in support of the Contract, and the site address of that local or branch office.
8. Discuss any accreditations or pre-qualifications for the work, describing the relevance or importance of such qualifications to the Project.
9. Acknowledgement of Respondent's understanding that an on-site demonstration and/or samples may be requested prior to Award.

**D. Experience and Project References.**

1. Provide three (3) references for the Respondent for other customers who retained the Respondent for management services, software development, or software implementation. Provide references for each key person proposed in the submittal to be part of the project team, including the proposed role for each such individual. For each, please include the names, addresses, email addresses and telephone numbers for reference. It is understood that the Awarding Authority may contact any or all of the above references regarding the Project and personnel performance as part of the RFP submittal review process.

2. Fully describe up to five (5) similar contracts that Respondent has implemented within the last five (5) years and the services performed for each. Respondent must also indicate whether the project was completed on schedule and on budget, and if not, explain the reasons for such delay or budget noncompliance.

3. Disclosure of experience administering a municipal net metering program(s) in the Commonwealth, with references at the municipality.

4. Disclosure of experience interacting with a Distribution Company, with references at the Distribution Company.

5. Provide resumes of the project team members. List the current projects each employee is currently involved with and the status of the project. Please provide an organizational chart.

6. Describe Respondent's capability to provide ongoing service and maintenance.

5. Describe the warranty, if any.

6. Provide the location of Respondent's closest service and maintenance professionals and the level of service to be provided.

7. Provide sample spreadsheets, invoices, tracking reports and reconciliations.

8. Provide a sample operations, service or user manual(s), if any.

**E. Pricing Structure.**

1. A sample Price Proposal Form is included in Attachment F.

2. Provide a price or separate prices for

Computer Based Software Purchase Price:
Computer Based Software Subscription Price and Terms:

Management Service Cost per 1 year period and cost of renewal every six months for a total of up to three years:
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3. The price(s) should include the furnishing of all materials, services, labor, training, warranties and other costs incurred in the performance of the Contract, signed by an individual authorized to bind the Respondent contractually. The price must be inclusive of all costs including overhead, travel, local transportation, supplies, prevailing wages, and materials. **PRICE PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE SEPARATE FROM THE TECHNICAL PROPOSAL.**

### **3.0 CONFIDENTIALITY/PUBLIC RECORDS LAW**

Any materials submitted by Respondents to CVEC will be assumed to be subject to the provisions of the Massachusetts Public Records Law (M.G.L. c. 66, §10) and any other laws and regulations applicable to the disclosure of documents submitted under the RFP. Except as provided in the Massachusetts Public Records Law, or any other applicable exemption, all records, documents, drawings, plans, specifications, and other material relating to this procurement are presumed to be subject to disclosure after award of the Contract.

CVEC will accept materials specifically identified and clearly marked as “TRADE SECRET” or “CONFIDENTIAL” by the Respondent (“Confidential Information”). Confidential Information will be submitted in a manner so it is easily segregated from the balance of the Proposal and will be accompanied by a concise statement of reasons supporting the claim. Blanket or all-inclusive identifications by designation of whole pages or sections as containing Confidential Information will not be permitted and will be deemed invalid. The Respondent will be solely responsible for all determinations made by it under applicable laws, and for clearly and prominently marking each and every page or sheet of materials with “TRADE SECRET” or “CONFIDENTIAL” as it determines to be appropriate. Each Respondent is advised to contact its own legal counsel concerning the effect of applicable laws to the Respondent’s own circumstances.

CVEC will endeavor to advise the Respondent of any request to disclose any Confidential Information so as to allow the Respondent the opportunity to provide written documentation and arguments to protect such material from disclosure, and/or to seek a court order to protect such material. Under no circumstances will CVEC be responsible or liable to the Respondent or any other party as a result of disclosing any such labeled materials, whether the disclosure is deemed required by law, by a court order, or occurs through inadvertence, mistake or negligence on the part of CVEC or its officers, employees, contractors or consultants.

In the event of litigation concerning the disclosure of any Confidential Information submitted by any Respondent, CVEC’s sole involvement will be as a

stakeholder retaining the material until otherwise ordered by the Office of the Attorney General of the Commonwealth of Massachusetts or a court of law and the Respondent will be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk.

#### **4.0 EVALUATION OF EACH RESPONDENT'S PROPOSAL**

The Selection Committee will evaluate Non-Price and Price Proposals in accordance with the Proposal Evaluation Form set forth on Attachment A. If the Awarding Authority awards a Contract to a Respondent that did not submit the lowest price, the Awarding Authority shall set forth a written explanation of the reasons for the award.

During the evaluation process, the Awarding Authority reserves the right to request additional information or clarification, from any Respondent, or to allow corrections of errors or omissions. The Awarding Authority reserves the right to request audited financial statements for the past two (2) years (or the equivalent thereof), or such other commercially reasonable evidence of Respondent's ability to perform the Contract.

#### ***MINIMUM CRITERIA***

Attachment B: Acceptance of Mandatory Contract Terms

Attachment C: Proposal Cover Letter

Attachment D: Certificate of Non-Collusion

Attachment E: Attestation Regarding Filing of Tax Returns

Attachment F: Price Proposal

Attachment G: Federal Tax Identification Number (W-9)

Disclosure of form of legal entity, year entity was established, description of any changes in ownership status over the past ten (10) years and any other entity names.

Thorough and complete narrative to sufficiently answer each of the comparative sections of this request for proposals.

References of other contracts performed.

Acknowledgement that implementation through software installation, training and/or management services can begin by 3/10/2014

One example of training documentation.



Demonstration of service or software upon request.

### **COMPARATIVE CRITERIA**

The following comparative evaluation criteria will be rated in these categories: Highly Advantageous, Advantageous, Not Advantageous.

1. Approach, Schedule, and Consultant Availability and Responsiveness
2. Training Plan in the event of a Computer based solution
3. Respondent Qualifications and Experience
4. Personnel Qualifications and Availability
5. Performance Record of Respondent
6. Project Understanding
7. Ease of Use and System Adoption.
8. Thoroughness of Proposal
9. Presentation (Upon Request)

### **5.0 CONTRACT AWARD**

Respondents that have submitted Proposals by 1 P.M. on January 27, 2014 will be required to allow the Awarding Authority until February 27, 2014 to accept their Proposals on their stated terms. Unless all Proposals are rejected, the Awarding Authority will enter into final Contract negotiations for a particular service with the Respondent submitting the most advantageous Proposal taking into consideration the Proposal's relative merits and prices.

**ATTACHMENT A**

**PROPOSAL EVALUATION FORM**

**(To be complete by the Awarding Authority and/or Member for each proposal received)**

**MINIMUM EVALUATION CRITERIA**

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Initials: \_\_\_\_\_

Instructions: A negative "(No)" Proposal to any question listed below will cause a Proposal to be deemed non-responsive and will not be given further consideration.

1. Quality Requirements/Responsive Proposal:

	<b>No</b>	<b>Yes</b>
<u>Attachment B</u> : Acceptance of Mandatory Contract Terms	<input type="checkbox"/>	<input type="checkbox"/>
<u>Attachment C</u> : Proposal Cover Letter	<input type="checkbox"/>	<input type="checkbox"/>
<u>Attachment D</u> : Certificate of Non-Collusion	<input type="checkbox"/>	<input type="checkbox"/>
<u>Attachment E</u> : Attestation Regarding Filing of Tax Returns	<input type="checkbox"/>	<input type="checkbox"/>
<u>Attachment F</u> : Price Proposal	<input type="checkbox"/>	<input type="checkbox"/>
<u>Attachment G</u> : Federal Tax Identification Number.	<input type="checkbox"/>	<input type="checkbox"/>
Disclosure of form of legal entity, year entity was established, description of any changes in ownership status over the past ten (10) years and any other entity names.	<input type="checkbox"/>	<input type="checkbox"/>
Thorough and complete narrative to sufficiently answer each of the comparative sections of this request for proposals.	<input type="checkbox"/>	<input type="checkbox"/>
References of other contracts performed.	<input type="checkbox"/>	<input type="checkbox"/>
Acknowledgement that implementation through software installation, training and/or management services can begin <u>by 3/10/2014</u>	<input type="checkbox"/>	<input type="checkbox"/>
One example of training documentation.	<input type="checkbox"/>	<input type="checkbox"/>

## **COMPARATIVE EVALUATION CRITERIA**

### **Non-Price Proposal**

#### **Approach, Schedule, and Consultant Availability and Responsiveness.**

a. **Not Advantageous:**

The Proposal does not provide indications of Respondent's ability to provide adequate technical services or management services. Respondent can not provide all aspects of the billing and tracking/accounting tasks as stipulated in the RFP. Proposal includes only parts of overall plan, scheduling, training, methods and plan for interaction with the Distribution Company. Respondent would have management service and/or software implementation in place and any necessary training completed before April 30, 2014. Users require weeks of training and experience before being able to navigate software within the training time requested in the RFP. The software will not (or will not without major modifications or adjustments) integrate with retail, commercially available platforms, such as, for example, Excel, Quickbooks or Access.

b. **Advantageous:**

Proposal includes an explanation of how the Respondent will approach the various tasks; through computer-based solution, management service, or a combination of a computer based solution and management service. Respondent can provide some aspects of the billing and tracking/accounting tasks as stipulated in the RFP. Proposal includes overall plan, scheduling, training, methods and plan for interaction with the Distribution Company. Respondent would have management service and/or software implementation in place and any necessary training completed before March 30, 2014. Users with minimal training and experience can learn in a moderate amount of time to navigate software within the training time. Respondent is accessible or can provide full access to technical help services during normal business hours for a period of six months following contracting. With a minimum amount of modifications or adjustments, the software provided will integrate with retail, commercially available platforms, such as, for example, Excel, Quickbooks or Access.

c. **Highly Advantageous:**

Proposal includes an explanation of how the Respondent will approach the various tasks; through computer-based solution, management service, or a combination of a computer based solution and management service. Respondent can provide all aspects of the billing and tracking/accounting tasks as stipulated in the RFP. Proposal includes overall plan, scheduling, training, methods and plan for interaction with the Distribution Company Respondent would have management service and/or software implementation in place and any necessary training completed before March 18, 2014. Users with minimal training and experience can quickly learn to navigate software. Respondent is accessible or can provide full access to technical help services during normal business hours for a period of at least one year following contracting. Computer based solution

automatically downloads monthly usage from Distribution Company for specified accounts. Respondent provides all interaction with the Distribution Company, providing Schedule Z audits and recommendations for adjustments. Any software provided will integrate with retail, commercially available platforms, such as, for example, Excel, Quickbooks or Access

#### Training Plan in the event of a Computer based solution.

- a. Not Advantageous:  
Proposal is unclear and does not contain the required elements of a training plan. No sample technical manual or user documentation is provided and/or the material that is provided is limited in scope and not sufficient for the services required under the RFP.
- b. Advantageous:  
Proposal and Plan are generally clear and contain some of the required elements of a training plan. An adequate sample manual or user documentation is provided.
- c. Highly Advantageous:  
Proposal and Plan are clear, complete, and well organized. The Proposal contains all of the required elements of a training plan. The Proposal contains an excellently written sample manual and/or user documentation.

#### Respondent Qualifications and Experience

- a. Not Advantageous:  
Respondent has limited to no knowledge of and/or experience with net metering in Massachusetts. Respondent has no history of interaction with a Distribution Company or analogous entities.
- b. Advantageous:  
Respondent has demonstrated a general knowledge of and/or experience with net metering in Massachusetts. Respondent has demonstrated limited history of interaction with Distribution Company regarding tracking of Schedule Z allocations and requesting Distribution Company corrections, or has demonstrated limited analogous experience.
- c. Highly Advantageous:  
Respondent has demonstrated a high level of knowledge of and/or experience with net metering in Massachusetts. Respondent has demonstrated history of interaction with Distribution Company regarding tracking of Schedule Z allocations and requesting Distribution Company corrections, or has demonstrated analogous experience.

### Personnel Qualifications and Availability

- a. Not Advantageous:  
Inexperienced personnel for the required services. Once implementation is complete, no personnel are further available.
- b. Advantageous:  
Somewhat experienced personnel for the required services. Once implementation is complete, personnel are available for further consultation and technical help on a part time basis for less than a year.
- c. Highly Advantageous:  
Most experienced personnel for the required services. Once implementation is complete, fully qualified personnel are available for further consultation and technical help during regular business hours for a year with the option to renew for additional years for up to three years.

### Performance Record of Respondent.

- a. Not Advantageous:  
Respondent has no history with a client with similar software or management services.
- b. Advantageous:  
Respondent has history with at least one client with similar software or management services.
- c. Highly Advantageous:  
Respondent has history with at least three clients with similar software or management services.

### Project Understanding.

- a. Not Advantageous:  
Proposal contains a poor understanding of the role and function of the Contract in meeting the needs of the Awarding Authority.
- b. Advantageous:  
Proposal contains a degree of understanding of the role and function of the Contract in meeting the needs of the Awarding Authority.

- c. Highly Advantageous:  
Proposal contains a well-demonstrated understanding of the role and function of the Contract in meeting the needs of the Awarding Authority.

#### Ease of Use and System Adoption.

- a. Not Advantageous:  
Application screens, forms and documents are unclear and are not set up logically. Manual is difficult to navigate and disconnected from hands on experience. Sample records and reports are confusing.
- b. Advantageous:  
Application screen, forms and documents are generally clear and set up logically. Fields can be accessed easily and quickly. Multiple screens are logically sequenced but must be accessed by going through a series of screens. Users with minimal training and experience are likely to require more than a one-half day training workshop. Manual is generally accurate and connects with hands on experience. Sample records and reports are familiar but do not integrate with retail, commercially available platforms, such as, for example, Excel, Quickbooks or Access.
- c. Highly Advantageous:  
Application screens, forms and documents are clear and set up logically. Fields can be accessed easily and quickly. Multiple screens are logically sequenced and can be quickly accessed from other relevant screens. Users with minimal training and experience can quickly learn to navigate the system with training of one-half day or less. Manual is extremely accurate and is well-connected with hands on experience. Sample records and reports are familiar and integrate with retail, commercially available platforms, such as, for example, Excel, Quickbooks or Access. Solution can be adopted and implemented by CVEC staff with minimal training and without ongoing management.

#### Thoroughness of Proposal

- a. Not Advantageous:  
The Proposal does not contain a clear and comprehensive plan that addresses the project objectives stated in the RFP. Proposed staffing and the number of hours required for the project appear inadequate.
- b. Advantageous:

The Proposal contains a clear and comprehensive plan that addresses most of the project objectives stated in the RFP. Proposed staffing and the number of hours required for the project appear adequate.

c. Highly Advantageous:

The Proposal demonstrates superior understanding of project needs and contains a clear and comprehensive plan that addresses all of the project objectives stated in the RFP. Proposed staffing and the number of hours required for the project appears adequate.

Presentation (Upon Request)

a. Not Advantageous:

Presentation demonstrated a poor understanding of the role and function of the Contract in meeting the needs of the Awarding Authority. The demonstrated solutions do not meet the objective of the Contract. Software screens and/or forms is/are unfamiliar and can not be interpreted by CVEC staff.

b. Advantageous:

Presentation demonstrated a degree of understanding of the role and function of the Contract in meeting the needs of the Awarding Authority. The demonstrated solutions meet parts of the objective of the Contract. Software screens and/or forms is/are somewhat familiar and can be interpreted by CVEC staff.

c. Highly Advantageous:

Presentation demonstrated a thorough understanding of the role and function of the Contract in meeting the needs of the Awarding Authority. The demonstrated solutions meet the objective of the Contract. Software screens and/or forms is/are familiar and easily interpreted by CVEC staff.

## ATTACHMENT B

### MANDATORY CONTRACT TERMS (Deviations from these terms will not be permitted)

1. **Term.** The term of the Contract shall be for no more than three (3) years, including any renewals or extensions.
2. **Scope of Work.** The agreed upon scope of work will be incorporated as an exhibit to the Contract.
3. **Final Acceptance Test.** Any computer based solution contained in Consultant's Proposal shall be subject to a final acceptance test in accordance with the terms of the RFP. CVEC, in its reasonable discretion, shall have the right, but not the obligation, to terminate the Contract if does not issue final approval of the computer based solution after the completion of the final acceptance test.
4. **Compliance with Laws.** The Consultant shall perform its obligations under the Contract in compliance with any and all applicable federal, state, and local laws, rules, and regulations.
5. **Subcontracting.** The Consultant may only subcontract work with prior written approval of CVEC. The Consultant shall be fully responsible for the acts and omissions of its subcontractors.
6. **Liability/Insurance.** Prior to the commencement the Contract, the Consultant will procure and maintain during the life of the Contract and beyond as required, the types and limits of insurance as outlined below:
  - a. All insurance required will be maintained with US-based carriers qualified to do business in Massachusetts. Companies must be assigned a letter rating in the "A-VIII" category from A.M. Best or which are otherwise acceptable to The County, and which are lawfully authorized to do business in the Commonwealth of Massachusetts.
  - b. Each policy (except workers' compensation and professional liability) shall include CVEC, and all other applicable political subdivisions/entities as their interests may appear in the awarded scope of work (herein after referred to as "all other political subdivisions"), its officers and employees as Additional Insureds or loss payees as their interests may appear. Each policy shall indicate that the coverage is primary and non-contributory.
  - c. Each policy shall contain a waiver of subrogation in favor of CVEC, and "all other political subdivisions," its officers and employees.



- d. No work shall commence until copies of the policy(ies) or certificate(s) of insurance required have been provided to the Chief Procurement Officer, in a form satisfactory to him.
- e. No policy must be allowed to expire, be cancelled or materially modified without thirty (30) days' prior written notice to the Chief Procurement Officer, CVEC.
- f. The successful Bidder is responsible to make sure its sub-contractors, at all tiers, carry adequate insurance coverage and shall maintain current certificates for their sub-contractors on file at all times. Successful Bidder shall provide copies to The County upon request.
- g. **Commercial General Liability Insurance:** to cover all claims for damages for bodily injury including accidental death, as well as claims for property damage which may arise out of operations performed in connection with the Contract. The policy shall provide a combined single limit for bodily injury and property damage of one million dollars (1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. Personal and Advertising Injury coverage shall be provided at a limit of (\$1,000,000). Products and completed operations coverage should be provided at a limit of two million dollars (\$2,000,000) aggregate.
- h. CVEC, and "all other political subdivisions", shall be named as an additional insured on all public liability and property damage insurance policies. The policy shall include a waiver of subrogation in favor of The County, and "all other political subdivisions. No insurance policy obtained pursuant to this section shall contain a deductible or self insured.
- i. **Automobile Liability:** to cover the liability of the successful Bidder arising from operations on and off the site of all motor vehicles whether they are owned, non-owned or hired. The policy shall be on an occurrence form with a combined single limit for bodily injury and property damage liability of at least one million dollars (\$1,000,000).
- j. **Workers' Compensation and Employer's Liability Insurance.** Before commencing performance of the contract, the successful Bidder shall provide insurance for the payment of compensation and the furnishing of other benefits under the Massachusetts General Laws Chapter 152 (the so-called Workers Compensation Law) to all persons to be employed under the contract, the workers' compensation laws of any other state if there are any persons employed outside of Massachusetts, and shall continue such insurance in full force and effect during the term of this contract. The successful Bidder shall provide employer's liability insurance in an amount not less than \$500,000 for each accident or disease for each employee.
- k. **Consultant's Errors & Omissions or Professional Liability Insurance.** The successful Bidder shall provide insurance to protect it against all claims arising from acts, errors or omissions related to the scope of professional services to be rendered under this contract. The policy shall have a limit of one million dollars (\$1,000,000) per claim or such other amount if required by The County and indicated via addendum to the Contract. If the policy is claims-made, it shall include a retroactive date no later than the effective date of this contract and an extended reporting period of at least six years.

**7. Indemnification:** The Consultant will be required to fully indemnify CVEC and CVEC's members for all third-party claims related to the Consultant's performance or failure to perform under the Contract. The Consultant will also be required to indemnify CVEC for violations of intellectual property laws. Pursuant to Massachusetts Law (Mass. Const. Amend. Art 2, Sec. 7; M.G.L. c. 44, §31), municipalities are prohibited from providing indemnification to the Consultant under the Contract. Under no circumstance will CVEC provide contractual indemnification rights to the Consultant.

**8. Financial Assurance:** The Awarding Authority may require security for Contract performance in a commercially reasonable form, including, but not limited to, a letter of credit or corporate guarantee.

**9. No Limitation of Liability:** The Contract will not contain a clause limiting the Consultant's liability under the Contract.

**10. Dispute Resolution; Applicable Law and Venue:** The Contract will contain an alternative dispute resolution clause prior to litigation except in the case of requests for injunctive relief. The Contract will be governed by Massachusetts law and venue for any judicial actions relating to the Contract will be Barnstable County Superior Court.

**11. Other Terms:** The Contract will contain terms and provisions dealing with compensation, performance standards, record keeping requirements, ownership and use of data, intellectual property, and other contract terms that are customary in consulting services agreements or computer based solution service agreements.

## ATTACHMENT C

### FORM OF COVER LETTER

*[To be typed on proposer's letterhead. Fill in all bracketed sections and delete or re-format all brackets, italics and instructions. Blackline or otherwise indicate all changes in wording, additions or deletions.]*

Elaine Davis  
Cape & Vineyard Electric Cooperative, Inc.  
P.O. Box 427/SCH  
Barnstable, MA 02630

RE: ***Transmittal Letter for Request for Proposal for Net Metering Billing and Consulting Services***

Dear MS. Davis:

In response to your request for proposals ("RFP"), we [insert name of proposer] (the proposer) hereby submit our proposal to implement, develop and/or supply a billing and tracking computer-based solution and/or to supply comprehensive management services, which will result in efficient management of the CVEC portfolio of renewable energy projects, management of monthly payments and invoicing and related reconciliations. We offer the following commitments and representations to the Cape & Vineyard Electric Cooperative, Inc. ("CVEC"):

1. The undersigned is authorized to submit this proposal on behalf of the proposer and to bind the proposer to its terms. We have fully reviewed the RFP and any and all addenda thereto, and we fully understand the scope and nature of the project and contractual arrangements for which proposals are being requested.
2. Our proposal has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for the response to the RFP. Neither the proposer nor any member of the proposer's project team is currently suspended or debarred from doing business with any governmental entity.
3. We certify that all of the information provided in our proposal is true and accurate and that CVEC may rely on such information in the evaluation of our proposal. We have read and understand the evaluation criteria in the RFP. We accept that CVEC reserves the right to waive informalities and to reject in whole or in part any and all proposals. We accept that CVEC reserves the right to select the proposal that CVEC views as most advantageous on the basis of the evaluation criteria listed in the RFP.

4. We agree to take full responsibility for all costs of preparing this proposal. We waive any and all claims against CVEC and its employees, representatives and agents related to the cost of preparing, submitting and having CVEC review and evaluate this proposal.

5. We agree to allow CVEC until \_\_\_\_\_, 2014, to accept this proposal on its stated terms.

6. We have reviewed the Mandatory Contract Terms set forth in the RFP. We acknowledge that CVEC reserves the right to select an alternative proposal if our proposal is selected and the Contract is not negotiated to the satisfaction of CVEC's board. We waive any and all claims against CVEC and its employees, representatives, and agents, in the event that we are unable to conclude negotiation of a mutually acceptable contract.

Sincerely,

*[Insert name of proposer]*

By: *[Insert authorized representative]*

Print or type name

**ATTACHMENT D**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalties of perjury that this Proposal has been made and submitted in good faith and without collusion or fraud with any other 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.

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(Signature)

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(Name of person signing Proposal)

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(Name of business)

**ATTACHMENT E**

**ATTESTATION REGARDING FILING OF TAX RETURNS**

TO: CAPE & VINEYARD ELECTRIC COOPERATIVE, INC.

Pursuant to M.G.L. ch. 62C, §49A, I certify under the penalties of perjury that the undersigned Respondent, to the best of his/her knowledge and belief, has filed all state tax returns and paid all state taxes required under law.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Corporation

**ATTACHMENT F  
SAMPLE PRICE PROPOSAL FORM**

**Please provide a Price Proposal for each Service contained in the Respondent's Proposal.**

Computer Based Software Purchase Price:	
Computer Based Software Subscription Price and Terms:	
Management Service Cost per 1 year period and cost of renewal every six months for a total of up to three years:	

- Provide any other contract terms related to financial matters that Respondent would require.