

# **Peabody Municipal Light Plant**



Request for Information  
For  
Wholesale Power Market Support Services

## **Peabody Municipal Light Plant**

### **Request for Information**

The Peabody Municipal Light Plant, a Massachusetts municipal lighting plant, is seeking qualified bids for the provision of technical support services and professional consulting. All information relevant to preparing qualifying bids is contained herein.

All inquiries concerning this Request for Information should be directed via e-mail to:

Bryan Howcroft  
[bhowcroft@pmlp.com](mailto:bhowcroft@pmlp.com)

Envelopes containing proposals are to be marked:

#### **“Request for Information: Wholesale Power Market Support Services”**

One (1) original and four (4) copies of each proposal shall be mailed or delivered to:

Peabody Municipal Light Plant  
Attn: Bryan Howcroft  
201 Warren St. Ext.  
Peabody, MA 01960

#### **Key RFI Dates:**

Issue: February 3, 2026

Clarification Questions: No later than March 2, 2026

Proposal Due: On or before March 6, 2026

**Approved By:**



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Joseph M. Anastasi

Manager, Peabody Municipal Light Plant

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## 1.0 INTRODUCTION

The purpose of this Request For Information (RFI) is to identify suitable vendors to perform some, or all of the activities listed within the Scope of Services section of this document for the Peabody Municipal Light Plant ("PMLP").

To participate in the current Independent System Operator- New England ("ISO-NE") wholesale power supply market, the PMLP wishes to have external resources (Vendor) to perform a number of the required ISO-NE participant functions. Further, PMLP wishes to have access to qualified technical expertise to assist with the internal planning and power supply resource management that are integral components to providing a least-cost resource portfolio consistent with sound risk management policies and practices, public policy objectives, and responsible stewardship of the resources entrusted to PMLP's care.

As a municipal electric system, PMLP has a number of advantages due to its structural form of organization and an inherent need to establish a close working relationship with an outside entity that understands the nature and culture of a municipal organization as well as the wholesale market and overall political, social, and economic environment in which PMLP operates.

PMLP seeks to contract with an experienced Vendor to establish support in managing its market and operations participation and to facilitate its governance responsibilities. There are two (2) types of outside services required by PMLP to meet its participation obligations and secure its interests in the ISO-NE wholesale market. The first is a set of routine services necessary to carry out the technical requirements of PMLP participation in the wholesale market operations and representation within the ISO-NE committee meetings. The second set is less structured and requires an on-going relationship with a Vendor that can provide planning and analytical support as well as project development and management skills. This relationship requires a strong degree of comfort with the Vendor's municipal light department experience and an expectation that, over time, the parties will develop a shared understanding of PMLP's goals and objectives and the operating environment in which PMLP functions, both present and going forward. The value of this aspect of the relationship is not based solely on the cost of the services provided.

PMLP is seeking to deploy a cost-effective solution to provide the services necessary to meet its wholesale market obligations as well as to maintain vigilance for opportunities to further its mission as a municipal distribution utility. As a Project Participant in several Massachusetts Municipal Wholesale Electric Company ("MMWEC") power supply projects and as a municipal distribution system in Massachusetts entitled to receive New York

Power Authority ("NYPA") power, Power Supply Agreements exist between PMLP and MMWEC. These agreements will not be modified as a result of this RFI.

While the agreements themselves, and the services provided under them, will remain unchanged, the successful bidder of this RFI may support these projects by helping ensure that PMLP receives the full benefit of the projects in ISO settlement and through invoice verification. Requirements, such as those associated with participation in the ISO-NE markets, regulatory and operational activities, and resource planning and management, should be met through a combination of in-house capability and a relationship with the chosen Vendor.

PMLP requires interested Vendors to submit evidence of their claimed experience and qualifications pertaining to their proposals as part of the proposal package. PMLP will evaluate the qualifications to ensure that they meet the minimum requirements for experience and capability before considering the proposer's financial portion of the proposal. PMLP may award the entire scope of services to a single proposer, or choose one vendor to satisfy the required services and carve out certain optional services to another, as practicable.

The successful bidder may be required to participate in an interview with PMLP personnel to verify Vendor's qualifications to perform the scope of work prior to final award. At such time, Vendors should plan to have the individual or individuals principally involved in providing the scope of services to PMLP available to discuss how the Vendor would manage the scope of services and to verify Vendor's experienced participation in the ISO-NE wholesale market functions.

Bids must present evidence of qualifications and experience to fulfill the PMLP service requirements as described in the Scope of Work. The reference statement must be fully completed and included in the Bid envelope. The Bid Proposal Form included with the proposal documents must be used.

All material submitted by Proposers becomes the irrevocable and sole property of the PMLP unless otherwise specified in this RFI. The PMLP shall be under no obligation to return any proposal or material submitted in response to this RFI unless specified in this RFI.

## 1.1 Background Information

Since 1891, the City of Peabody, Massachusetts' electricity needs have been supplied by a municipal utility. PMLP now serves more than 26,000 electric residential and commercial/industrial customers in the city of Peabody and the town of Lynnfield. Our 73

employees are committed to providing unmatched customer service to the community. Our mission: to provide safe, reliable electricity and high-quality service to our customers at the lowest possible rates.

## 1.2 Definitions

The following words used in this RFI shall be understood to refer respectively to:

Words in RFI	Definition
Addenda	All documentation not specifically included in the original RFI and provided to bidders prior to bid submittal
Wholesale Power Markets Support Agreement (“Agreement”)	A contract duly executed and legally binding between the bidder and the Peabody Municipal Light Plant
Vendor or Proposer	The person, firm or corporation who is responding to this Request For Information. Vendor, Proposer, and Seller are used interchangeably
PMLP	The terms PMLP and Purchaser are used interchangeably

## 2.0 RULES OF PREPARATION

### 2.1 Rules Governing Competition

This is an RFI conducted in accordance with the regulations of the PMLP. Proposals submitted must fully comply with instructions given, or the proposal may be rejected as non-responsive by PMLP.

### 2.2 Acceptance of Proposals

The PMLP reserves the right to reject any proposals and to waive any informality, technical defect or clerical error in any proposal, as the PMLP may deem prudent and in the best interest of PMLP.

### 2.3 Oral Communications

Any oral communications by any PMLP employee concerning the RFI shall not be relied upon by a Proposer and are not binding on the PMLP and will not modify the RFI or any obligation to the PMLP or the Proposer. Clarifying questions provided to PMLP in writing are encouraged.

## 2.4 RFI as Basis for Proposal

This RFI represents the most definitive statement the PMLP shall make concerning the information upon which the proposals are based. Any additional information, whether written or oral, which is not contained in this RFI, or in Addenda to the RFI, should not be considered by any Proposers in preparing their proposals.

Firms requesting clarification pertaining to this RFI must submit all requests no later than the date and time specified on page one of this RFI via e-mail to the Peabody Municipal Light Plant, attention Bryan Howcroft, at [bhowcroft@pmlp.com](mailto:bhowcroft@pmlp.com).

Any interpretation or change in the RFI shall be made in writing in the form of Addenda to the RFI and will be furnished to all Proposers receiving the RFI directly from PMLP who have provided appropriate contact information to PMLP. Any addenda to this RFI provided by PMLP shall be considered part of the RFI as if originally contained herein.

In addition, the PMLP may issue Addenda to clarify, add or deduct items in the Proposal. In such an event, additional time to respond to the RFI may be provided, as the PMLP deems appropriate. Proposers shall submit with their proposals, or indicate receipt of all Addenda. The PMLP shall not be responsible for any other explanation or interpretations of the Proposal.

## 2.5 Proposer's Understanding

Each Proposer shall inform himself/herself of the conditions relating to the execution of the work, and it is assumed that he/she will make himself/herself thoroughly familiar with the RFI. Failure to do so shall not relieve the successful Proposer of his/her obligation to enter into an agreement and complete all work in accordance with the proposal documents.

Each firm submitting a proposal shall notify PMLP, in writing, if they find any discrepancies or omissions from the specifications, or if in doubt as to their meaning. If an explanation is necessary, a reply will be made by an addendum issued to all firms who have received specifications. PMLP will not give verbal answers to any inquiries regarding the meanings of the specifications. All inquiries should be addressed to PMLP, Attention: Bryan Howcroft, [bhowcroft@pmlp.com](mailto:bhowcroft@pmlp.com).

## 2.6 Proposal Costs

The cost of developing and delivering the proposal is the sole responsibility of the Proposer and is not chargeable to the PMLP.

## 2.7 Proposal Submission

The delivery of the proposal package is the sole responsibility of the Proposer. The proposal may be delivered in person or mailed. Proposals received after the proposal due date and time will not be accepted.

## 2.8 Withdrawal and Modification of Proposals

A proposal may be withdrawn at any time prior to the submission deadline by an authorized representative of the Proposer by formal written notification of withdrawal. Another proposal may then be submitted prior to the submission deadline. Proposals submitted shall become the property of the PMLP after the submission deadline.

## 2.9 Inclusion in Contract

Awarded Proposer shall enter into a contract with the PMLP. The proposal submitted in response to this RFI shall be a required part of the final agreement with the selected Proposer.

## 2.10 Insurance Requirements

The Seller shall, at its own expense, maintain in effect at all times during the performance of the work, insurance coverage's with limits not less than those set forth below with insures and forms of policy satisfactory to the Purchaser.

The Seller shall deliver to the Purchaser no later than ten (10) days after contract date or prior to commencing work, whichever is sooner, Certificates of Insurance, identified on their face by Contract number and work description as evidence that policies providing such coverage and limits of insurance are in full force and effect. Such certificates shall name PMLP as additional insured. The Seller shall provide that at least sixty (60) days' advance written notice will be given the Purchaser prior to cancellation, termination, or material alteration of said policies of insurance.

COVERAGE	MINIMUM LIMITS
Worker's Compensation	Statutory requirements of the Commonwealth of Massachusetts
Employer's Liability	To extent included under Workers Compensation insurance policy with a minimum limit of \$100,000
Comprehensive General Liability*: a. Bodily Injury b. Property Damage	\$3,000,000 each occurrence \$3,000,000 each occurrence

*Products liability and completed operations included	
Comprehensive Automobile Liability (owned, hired owned)	
a. Bodily Injury	\$500,000 each person \$1,000,000 each occurrence
b. Property Damage	\$50,000 each occurrence
Professional liability (errors and omissions) insurance	\$1,000,000 per claim

## 2.11 Changes and/or Amendments

The Purchaser shall have the right, from time to time during the terms of this Contract, by written notice to the Seller, to make changes in or additions to drawings, specifications or instructions for the work covered in the Specifications, including the right to expand, decrease or limit the scope and nature of the work to be undertaken, or redirect work already in progress.

Any change to this contract requires written authorization signed by both Purchaser and Seller prior to any extra work performance. All change orders which result in an increase or decrease in project cost shall be signed by the Manager prior to commencement of any work under said change order. Work performed but not specified as part of this contract shall be considered as included in the original contract price unless said work was performed after seller received written authorization signed by the purchasers.

## 2.12 Performance

Time is of the essence in this Contract. If the Seller shall fail in any respect to prosecute the work with promptness and diligence, the Purchaser may cancel this Contract in part or in its entirety without liability for the cancelled part(s).

## 2.13 Termination for Cause

The Purchaser, on written notice, may suspend, postpone, abandon or terminate this Contract, or any part thereof, as a result of the Seller's failure to render to the satisfaction of the Purchaser the work and/or services required of him under this Contract, including the progress of the work. The Purchaser shall be the sole determinant in all termination for cause issues and no consideration shall be given by the Purchaser to the Seller for any costs, claims, or loss of anticipated profits by the Seller as a result of the suspension, postponement, abandonment or termination of this Contract, or any part thereof, by the Purchaser for reason of cause.

## **2.14 Award**

The final award of an Agreement is subject to approval by the PMLP. PMLP reserves the right to accept or reject any of the bids in its sole discretion.

## **2.15 Agreement**

A resulting agreement shall include any written material made as part of a given proposal. This material may include but is not limited to; answers to questions contained in this RFI, letters, email, facsimile and product literature.

## **2.16 Statutes and Rules**

The terms and conditions of the RFI, the resulting services, and furnishing of commodities based on the RFI shall conform to the statutes, rules and regulations of the Federal Government, Commonwealth of Massachusetts, and the PMLP.

## **2.17 Prevailing Wage**

The firm submitting a proposal shall assume the responsibility of making a careful examination of the specifications and related documents and all other matters that may affect cost and performance. In making said examination, the contractor shall procure all pertinent information concerning prevailing wage rates to be paid on each job as determined by the Massachusetts Office of the Attorney General. The contractor shall pay the aforesaid rates and shall indemnify and hold harmless the Peabody Municipal Light Plant, its agents, servants, and employees and the Commissioners jointly and severally as they constitute a duly elected board by the citizens of the City of Peabody for the failure to pay the prevailing wage as listed at the time of the awarding of a contract as well as any other applicable provision of Massachusetts General Laws Chapter 149 attendant thereto. Contractors are required, at their own expense, to comply with all statutes, including, but not limited to, the aforesaid prevailing wage rate, regulations, ordinances and tests which may be applicable.

## **2.18 Inspection Expediting**

All material, equipment and/or work to be supplied under this contract is subject to inspection and/or expediting by the Purchaser or its representative. The Seller shall allow the Purchaser or its representative free access to Seller's works and provide free access to the works of Seller's subvendors/subcontractors.

## 2.19 Assignment and Subcontracting

The Seller's obligations authorized under this Contract are not assignable or transferable, and the Seller agrees not to subcontract any of the work authorized hereunder without the prior written approval of the Purchaser. The Purchaser retains the right to approve or disapprove of all subcontractors for such approved work.

## 2.20 Waiver

In the event the Purchaser shall fail to insist on performance of any of the terms or the exercise of any of its rights and privileges, such failure or any breaches, shall not constitute a waiver of such terms, conditions, rights or privileges.

## 2.21 Force Majeure

A delay in, or failure of, performance of either party hereto shall not constitute default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by occurrences beyond the control of the party affected, including, but not limited to, acts of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of a governmental authority, affecting to a degree not presently existing, the supply, availability, or use of materials or labor, acts of war, public disorders, rebellion or sabotage, floods, riots, strikes, or any causes whether or not the class or kind of those specifically named above, not within the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent. Should the work be delayed due to Force Majeure, or otherwise delayed due to conditions beyond the control of or without the fault or negligence of either party, the parties to this Contract shall confer to reach an agreement on the alterations of fees and/or other terms and conditions upon which the work shall be continued, or otherwise terminated.

## 2.22 Indemnification

The Seller shall defend, indemnify and hold the Purchaser, and its employees free and harmless from and against any and all claims, demands, causes of action, suits or other litigation (including all costs thereof, including attorney's fees) of every kind and character arising on account of bodily injuries, death, damage to property in any way occurring incident to, arising out of or in connection with work performed or to be performed by the Seller hereunder or occurring incident to, arising out of or in connection with the presence of employees of the Seller or any of the Seller's subcontractors on the work premises, due to the negligence or willful misconduct of the Seller.

## **2.23 Audit**

The Seller shall, at its own expense, keep and maintain complete records and books of account of its costs and expenses relating to the work in accordance with generally accepted accounting practices. Should a dispute arise between the Purchaser and Seller regarding reimbursable amounts and/or credits, the Seller shall grant the Purchaser permission to audit such records and books of account.

## **2.24 Law of Contract – Jurisdiction**

The Contract shall be construed under and shall be governed by the Laws of the Commonwealth of Massachusetts, and in case of controversy not otherwise settled shall be submitted to the exclusive jurisdiction of the Massachusetts Courts.

## **2.25 Proposer Response**

The Proposer shall submit one (1) original and four (4) copies of their proposal delivered on white paper that is 8 1/2 inches wide by 11 inches tall, or 8 1/2 inches wide by 14 inches tall. Within the proposal, the Proposer shall include the following:

1. Section 5 of this Request For Information completed with the appropriate responses typed in the spaces indicated or listed on separate paper according to the directions in each section.
2. Billable Rate Schedule for services rendered outside of the quoted Requisite Services or Optional Services (Attached as Exhibit A)
3. Certificate of Non-Collusion (Attached as Exhibit B)
4. Tax Compliance Certification (Attached as Exhibit C)

# **3.0 SCOPE OF SERVICES**

Services are anticipated to be provided approximately one (1) year following execution of contract, for a two (2) year period with an option to extend an additional one (1) year, up to two (2) times if mutually agreeable.

## **3.1 Required Services**

1. Act as PMLP's agent with ISO-NE for both PMLP's load as well as PMLP's generation assets, including (PMLP W\_J2), and any additional future assets, to ensure that all requirements are met relative to the ISO-NE Wholesale Power Markets, including the Day-Ahead and Real-Time Energy Markets, Capacity Market, Ancillary Services Markets (including DAAS), NCPC, or any successive markets that may replace the aforementioned markets.

2. Provide daily data to PMLP on startup, no-load and Energy DA bid information for its generation asset (W\_J2), and any additional future assets owned solely by PMLP. Submit data to ISO-NE as appropriate under ISO-NE rules and regulations. Provide guidance and periodic review of PMLP offer price development and work with PMLP in offer price formation to achieve desired operational profile for PMLP assets.
3. Submit application data, to ISO-NE, and coordinate with PMLP and ISO-NE, for W J2 emergency and scheduled outages.
4. Collect GADS data from PMLP staff for its W J2 asset and submit to ISO-NE as necessary.
5. Forecast PMLP's electric load on an hourly basis, or sub-hourly basis if required by ISO-NE.
6. Submit forecasted hourly (or sub-hourly if required) load data to ISO-NE for all PMLP power resource assets to satisfy the requirements of the Day-Ahead Energy Market on a daily basis excluding holidays or as appropriate pursuant to ISO-NE tariff.
7. Manage Financial Assurance requirements with ISO-NE. Advise and support PMLP in satisfying its requirements to cover obligations while minimizing credit risk / lines of credit. Assist and facilitate PMLP in managing counterparty risk for all transactions.
8. Recommend and/or bid for Financial Transmission Rights (FTRs) to manage PMLP's locational price risks between its contracts and entitlements and its load zone, as appropriate.
9. Confirm volumes purchased from various energy suppliers and entitlements based on contracts for those assets, including all bilateral transactions, and ensure that appropriate volumes are entered into the ISO-NE system for correct settlement. Coordinate with others as required to accomplish this task.
10. Work with ISO-NE and PMLP to calculate all hourly and monthly settlement charges and market activities.
11. Reconcile all settlement data from ISO-NE. Verify ISO-NE invoice charges, facilitate ISO-NE invoice payment using PMLP pre-paid/"working capital" funds. Track working capital balance and provide PMLP timely data on its balance.
12. Manage and invest surplus "working capital" held on PMLP's behalf through a prudent investment approach that maximizes investment income for PMLP, while not risking principal.
13. Read/download PMLP's seven bulk power meters and supply those reads to ISO-NE/National Grid on a daily basis, or as otherwise required. Provide meter data services and submit estimates when PMLP reads are inaccessible. Manage re-settlement of meter data in accordance with ISO-NE and National Grid tariff requirements.

14. Make available daily to PMLP, through secure and private channel, hourly reads for its seven bulk power meters (six-115kV ties and W\_J2). Provide meter data calculations as needed to record both real and reactive power demand for ISO-NE reporting.
15. Make available to PMLP ISO-NE settlement activities and figures.
16. Daily reporting of 24-hour DA demand bids.
17. Allow access to hourly, daily, and monthly formatted MIS reports. Assist PMLP with receiving and properly interpreting ISO-NE settlement data.
18. Work with ISO-NE to satisfy self-supply obligations for its capacity assets in coordination with PMLP.
19. Assist PMLP as needed with ensuring that Capacity Market obligations are satisfied relative to its generation unit (W\_J2) including, but not limited to, Capability Audit requirements.
20. Carry out PMLP's chosen hedging strategy by regularly (monthly, or as otherwise agreed) comparing PMLP's forecast for load and generation and purchasing the selected amount of the difference in the most cost-effective manner through a competitive quote process. Make available to PMLP a book of all forward bilateral transactions including notional value. In carrying out hedging strategy, provide PMLP on-peak and off-peak open position calculations for PMLP on a rolling 18-month basis compared to monthly demand projections.
21. Evaluate PMLP's power supply portfolio and recommend strategies to efficiently reduce costs to PMLP and meet carbon-reduction goals on an ongoing basis. Meet with PMLP on a regular basis to discuss the overall power supply portfolio, PMLP's goals and objectives, and potential options moving forward. Advise PMLP on ways to enhance the portfolio to reduce or eliminate open positions in capacity and energy, and to reduce transmission costs. Assist PMLP in managing its portfolio with regards to energy, capacity, and ancillary services.
22. Monitor and evaluate short-term and long-term price trends and make recommendations to PMLP to cover its open position in the most cost-effective and efficient manner.
23. Advise PMLP on means to further optimize its resource portfolio and supply requirements to enhance operating efficiencies, reduce costs, and maximize the value of its assets.
24. On a regular basis (quarterly or as otherwise agreed) provide to PMLP a power portfolio forecast that includes data for at least the next four calendar years.
25. Represent PMLP at ISO-NE committees including Participants, Markets and Reliability Committees. Provide regular reports to PMLP as to the business at the

committees, recommend to PMLP voting actions and vote on PMLP's behalf in accordance with PMLP's direction.

26. Report to the State greenhouse gas emissions data as required (including DEP AQ-31 and AQ-32 forms). Provide ongoing reporting of PMLP progress/compliance with regional, state, and federal decarbonization objectives.
27. In coordination with PMLP and at PMLP's direction, purchase, sell, and trade renewable energy credits including but not limited to RECs, 774 credits, EFECs, RGGI, and CES-Es. This includes the purchases of RGGI, 774, and NOX credits to satisfy PMLP's obligations as an emitter because of our ownership of W\_J2.
28. Monitor and evaluate legislative activity at both the federal and state levels that could potentially affect PMLP and provide updates on the legislative process. Meet with PMLP staff as needed to discuss strategies.
29. Provide regular cost comparisons to PMLP evaluating PMLP's retail rate relative to other MLPs in Massachusetts as well as Investor-Owned-Utilities
30. Meet with the PMLP as needed to discuss PMLP's overall power supply strategy and efforts, and the current power supply landscape.

### 3.2 Optional Services

1. Support fiduciary management of PMLP's investment accounts, including trust and reserve accounts, as needed (e.g., OPEB and Reserve Trust).
2. Assist PMLP with project management (engineering, legal, financial, etc.) in developing local power projects (e.g. utility-scale batteries).
3. Assist in the management, marketing, and oversight of PMLP's residential and commercial conservation and rebate programs. Conduct all data tracking and/or collection as necessary for all DOER RCS and MAP reporting, assembling, and filing on PMLP's behalf.
4. Monitor an array of sources for grant opportunities and advise PMLP as to applicable opportunities.
5. Provide daily peak alert forecasting for both ISO-NE regional peaks as well as National Grid local transmission peak affecting PMLP. As needed, provide real-time forecasting updates throughout the day reflecting variation in local and regional loads. If desired, provide PMLP with direct operational instructions for behind-the-meter generation/storage assets or demand management resources to reduce PMLP capacity and transmission demand. Respondent shall provide five years of historical accuracy of peak load forecasting program.

## **4.0 EVALUATION AND AWARD**

### **4.1 Evaluation**

An evaluation team composed of PMLP representatives shall evaluate proposals. PMLP reserves the right to reject any and all proposals.

### **4.2 Proposal Opening and Validation**

Proposals shall be opened and examined for the presence/completeness of the required information outlined in this RFI. Absence of required information may render the proposal non-responsive and cause for proposal rejection.

### **4.3 Proposal Binding**

Proposal shall be binding on the Proposer for one hundred eighty (180) days after the submission deadline and shall contain a statement to that effect.

### **4.4 Notice of Award**

The successful Proposer shall enter into a formal agreement with the PMLP pending General Manager approval.

### **4.5 Term of Agreement**

The Agreement shall be for a two (2) year period with an option to extend services for an additional year up to two (2) times, if mutually agreeable. Provide prices in this proposal for these additional year's services.

If prices provided for this period are considered "introductory" prices, Proposer shall also include the year in which costs would change from "introductory" pricing to standard pricing. Proposer will also include cost increase estimates (as a percentage of previous year's pricing).

### **4.6 Compliance with Equal Opportunity and Nondiscrimination**

The PMLP complies with equal employment opportunity and nondiscrimination regulations. Qualified firms owned by women, minorities and disabled persons are encouraged to apply.

Any Proposer performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, sex or national origin, nor otherwise commit an unfair employment practice. Proposal shall include a Certification of Nondiscrimination (attached as Exhibit A).

## **4.7 Errors and Omissions**

Proposer shall not be allowed to take advantage of any errors or omissions in the RFI. Full instructions will be given if such error or omission is discovered and called to the attention of the PMLP in a timely manner.

## **4.8 Firm Commitment of Availability of Services**

Once a proposal is opened, a Proposer is expected to maintain an availability of service, as set forth in their proposal for the stated prices for the full contract term, until the Award of Agreement is made. The final Agreement will provide that the successful bidder shall meet such availability of service, as set forth in their proposal for the stated prices for the full Agreement term.

## **4.9 Termination**

Should the PMLP enter into an Agreement with a Proposer, each shall retain the right to terminate said agreement with one (1) year's written notice.

## 5.0 PROPOSAL FORM

The Proposal Form shall be used as outlined below or recreated without alterations, erasures or changes in phraseology. Complete proposals must include 5.1 - Proposer Questionnaire, 5.2 - References, 5.3 - Price Proposal Form, as well as Exhibit A, Exhibit B, and Exhibit C.

### 5.1 Proposer Questionnaire

Vendor Services Overview – Answers to items 1-8 may be typed on this form or answered separately on separate paper. Answers listed separately must be in a format that reflects the format of this form and lists corresponding question numbers.

1. Name of Proposer's Business: \_\_\_\_\_

Local Address Serving the PMLP: \_\_\_\_\_

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Headquarters Address:

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2. Summary Description of Organization: \_\_\_\_\_

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3. Number of years entity has been in business under the same business name and same owner/management structure: \_\_\_\_\_

4. If a corporation or business entity, State of Incorporation: \_\_\_\_\_

5. If incorporated outside the Commonwealth of Massachusetts, date upon which filed as a foreign corporation in the Commonwealth of Massachusetts: \_\_\_\_\_
6. What was the Proposer's annual gross revenue during the previous two (2) fiscal years? \_\_\_\_\_
7. Has Vendor ever had an awarded contract terminated or has Vendor otherwise failed to complete any work awarded? \_\_\_\_\_

If "yes", attach a description of the circumstances pertaining to each incident on a separate sheet. Include names and telephone numbers of affected Customer(s). PMLP will expand the list of references to include these specific Customers, if any.

8. Proposer Representative(s) – Please list those organizational personnel authorized to discuss this RFI with PMLP:

Name	Title	Telephone	Email
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## 5.2 References

Instructions: Complete the reference list as indicated for three (3) companies for which the Proposer has provided similar services. Responses may be typed on this form or answered separately on separate paper. Answers listed separately must be in a format that reflects the format of this form.

### **Client #1**

Name of Business: \_\_\_\_\_

System Size (MW): \_\_\_\_\_ Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_

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

Contact Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

### **Client #2**

Name of Business: \_\_\_\_\_

System Size (MW): \_\_\_\_\_ Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_

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

Contact Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

### **Client #3**

Name of Business: \_\_\_\_\_

System Size (MW): \_\_\_\_\_ Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_

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

Contact Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

### 5.3 Price Proposal Form

Does the Proposer confirm receipt of all RFI Addenda?

Write "Yes" or "No": \_\_\_\_\_

Bid Price to perform the Required Services Described in Section 3.1:

Year 1: \_\_\_\_\_

Year 2: \_\_\_\_\_

Year 3: \_\_\_\_\_

Year 4: \_\_\_\_\_

Do the above bid prices include ALL of the services as described in the list of Required Services, Section 3.1? Write "Yes" or "No": \_\_\_\_\_

If No, please list the services described in Section 3.1 not included in the above bid prices:

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Do the above bid prices include ADDITIONAL services not otherwise described in the list of Required Services, Section 3.1?

Write “Yes” or “No”: \_\_\_\_\_

If Yes, please list the services included in the above bid prices not otherwise

described in Section 3.1: \_\_\_\_\_

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Bid Price to perform the following Optional Services Described in Section 3.2:

1. Assist in the fiduciary management of PMLP's investment accounts as needed (e.g., OPEB and Reserve Trust)

Year 1: \_\_\_\_\_ Year 2: \_\_\_\_\_

Year 3: \_\_\_\_\_ Year 4: \_\_\_\_\_

Describe what is included in the provided bid price for Optional Service #1:

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2. Assist PMLP with project management (engineering, legal, financial, etc.) in developing local power projects (e.g. utility-scale batteries)

Year 1: \_\_\_\_\_ Year 2: \_\_\_\_\_

Year 3: \_\_\_\_\_ Year 4: \_\_\_\_\_

Describe what is included in the provided bid price for Optional Service #2:

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3. Assist in the management and oversight of PMLP's residential and commercial conservation and rebate programs.

Year 1: \_\_\_\_\_ Year 2: \_\_\_\_\_

Year 3: \_\_\_\_\_ Year 4: \_\_\_\_\_

Describe what is included in the provided bid price for Optional Service #3:

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4. Monitor an array of sources for grant opportunities and advise PMLP as to applicable opportunities

Year 1: \_\_\_\_\_ Year 2: \_\_\_\_\_

Year 3: \_\_\_\_\_ Year 4: \_\_\_\_\_

Describe what is included in the provided bid price for Optional Service #4:

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5. Provide daily peak alert forecasting

Year 1: \_\_\_\_\_ Year 2: \_\_\_\_\_

Year 3: \_\_\_\_\_ Year 4: \_\_\_\_\_

Describe what is included in the provided bid price for Optional Service #5:

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## Exhibit A

Attach billable rate schedule for services rendered outside of the scope of  
Required Services or Optional Services

## Exhibit B

### Certificate of Non-Collusion

The below signed quoter has not divulged to, discussed or compared his quote with other quotes and has not colluded with any other quoter or parties to a quote whatsoever. The undersigned certifies under penalties of perjury, that this accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the Commonwealth of Massachusetts or United States Law. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Note: No premiums, rebates or gratuities to any employee are permitted with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from the master bidders list.

Preparer's Full Legal Name (Please type or print)	
Authorized Signature	
Date	

## Exhibit C

### Tax Compliance Certification

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

Preparer's Full Legal Name (Please type or print)	
Authorized Signature	
Date	
Social Security # or FID #	