

CAPE & VINEYARD ELECTRIC COOPERATIVE, INC.

REQUEST FOR PROPOSALS FOR SOLAR PV AND BATTERY SYSTEMS

ROUND 7

Issue Date May 20, 2024

Awarding Authority: Cape & Vineyard Electric Cooperative, Inc.

Address: 23H2 White's Path, Suite 2
South Yarmouth, MA 02664

RFP Contact Person: Maria Marasco, Executive Director & Chief Procurement Officer
mmarasco@cvecinc.org

The Cape & Vineyard Electric Cooperative, Inc. (hereinafter "CVEC" or the "Awarding Authority") seeks proposals from solar photovoltaic ("PV") and energy storage system developers (individually a "Respondent" and collectively the "Respondents") with one or more selected to serve as a Developer ("Developer") which can provide life-of-project services, including services to: design, finance, procure, install, test, commission, insure, operate, service, repair and ultimately decommission and remove solar PV power generating systems and energy storage systems, if applicable (individually, a "PV System" and collectively, "PV Systems.")

A Respondent may consist of co-developers provided that the co-developers comply with the submission requirements found at [Section 3.1](#). CVEC seeks proposals for four PV Systems to be located in two CVEC member towns ("Member(s)") and at the Martha's Vineyard Airport, a non-member participant. All such locations are referred to individually as a "Facility" and collectively as the "Facilities". In this request for proposals ("RFP") the Member participants and non-Member participants will be referred to herein collectively as "Participants" and individually as "Participant".

The Developer will be responsible for applying for and obtaining of any and all federal or state financial assistance to be included in the development of the PV Systems, renewable energy credits, rebates, grants, tax credits or other types of incentives, including providing all related equipment and services required to place the PV Systems in service and to maintain the PV Systems.

This RFP is being issued as part of CVEC's competitive procurement program pursuant to M.G.L. c. 164, §137. This RFP Bid Due Date is July 1, 2024. The RFP Award date is July 19, 2024. The RFP can also be found at: [Projects & RFP's – CVEC | Electric Cooperative \(cvecinc.org\)](#). The RFP Schedule is found at [Attachment A](#).

A list of the four Facilities is found on [Attachment B](#) (each a "Project").

1.0 GENERAL INFORMATION

1.1 *Cape & Vineyard Electric Cooperative, Inc.*

CVEC is a public electric cooperative formed under M.G.L. c. 164, §136 and deemed a governmental entity. 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 including renewable energy certificate contracts at competitive prices to Member communities.

CVEC currently has twenty-five members: Barnstable County, Dukes County, the Cape Light Compact JPE, and the Towns of Aquinnah, Barnstable, Bourne, Brewster, Chatham, Chilmark, Dennis, Eastham, Edgartown, Falmouth, Harwich, Oak Bluffs, Orleans, Marion, Mashpee, Nantucket, Provincetown, Sandwich, Tisbury, Truro, West Tisbury, and Yarmouth. Other governmental entities have participated in CVEC projects in prior procurement rounds.

1.2 *General Description of Solar PV Projects and Selection*

The Project agreements consist of two contracts: a Solar Power Purchase and Development Agreement between CVEC and the Developer for CVEC's purchase of energy and the Developer's sub-lease of the Facility premises, and an Intergovernmental Power Purchase and Project Development Agreement between CVEC and the Participant for CVEC's resale of the energy to the Participant and lease of the premises.

CVEC intends to select and enter into a set of contracts for each PV System as described in this RFP ("Project Agreements") with the most highly-qualified Respondent who has satisfied all minimum criteria set forth in this RFP. The award will be based on whose proposal is deemed the most advantageous through evaluation of the following criteria: price/energy cost savings; Developer's experience; project management and performance capabilities; financial capability; technical capability; and contract terms; and all in the context of CVEC's preferences as stated in this RFP.

CVEC prefers to select one developer per Participant who will provide all required services throughout the project term.

Please refer to Section 8.0 regarding the Contract Award criteria.

1.3 *Purpose of the Round 6 Solar PV Project*

The purpose of the Round 6 Solar PV Project is to allow Participants to offset their electrical expenses with renewable energy and ideally provide them with a battery component for the Projects for the primary use case of back-up power (resiliency).

The Awarding Authority also intends for each PV System will be required to participate in the Solar Massachusetts Renewable Target (SMART) to be net metered or to receive alternative on-bill credits, to the extent permitted by law. For purposes of net metering and interconnection, Respondents should propose a design for the PV System that allows for the entire output to be net metered.

1.4 Systems Located on Martha's Vineyard

The Vineyard Power Development Fund ("VPDF") intends to provide an Available Donation Amount to each Participant under a separate agreement and described further in Attachment C to subsidize the cost of resiliency and ensure that each Martha's Vineyard Participant is able to realize an estimated savings resulting from its PPA relative to each Martha's Vineyard Participant's Price of Power, defined as the aggregate sum of the power supply price under the Cape Light Compact, JPE Municipal Competitive Electric Supply Agreement plus the per-kilowatt Eversource Cape Cod & Martha's Vineyard Service Area Electric Delivery Rates relative to the Participant's rate class the for the Project. The Price of Power will be effective as of July 1, 2024.

Respondents are strongly encouraged to provide their best PPA Rate even though that rate that may exceed the applicable Price of Power due to the addition of a battery energy storage system ("BESS"). Respondents shall include a Solar (PV)-only Price Proposal as well as a Solar (PV) + Battery Energy Storage System (BESS) Price Proposal

The Vineyard Power Development Fund subsidy is designed to ensure that each Participant can achieve its resiliency objectives while still harnessing a third-party financing model for development, capitalization, and operations. The intention is, that with the Available Donation Amount, price proposals for Solar (PV) + Battery Energy Storage System (BESS) will be subsidized to the point where the Participant receives savings relative to the Price of Power.

For clarity, each Martha's Vineyard PV + BESS project is to be configured behind the meter with a BESS designed to provide back-up power for the purpose of facility resiliency. The BESS shall be designed to work as the primary source of back-up power but shall not impede operations of an existing or future generator if and when battery power is depleted in the event of an outage.

The Vineyard Power Development Fund may have additional funds available to support a Participant project in years of operation. Because additional funding is not definitive at this time, CVEC has included language in the Solar Power Purchase and Development Agreement that allows for CVEC, on behalf of the Participant, and the Developer to modify the agreement (e.g., pricing) in the event there is other grant or donation funding that becomes available and that is intended to assist with the performance of a System.

For informational purposes, CVEC requires Respondents to provide detailed Estimated Battery Replacement Cost defined as the amount equal to the Respondent's best estimate regarding the costs associated with replacing the BESS after the warranty period and before for the PPA term expires.

CVEC assumes no responsibility regarding the donation terms, allocation, funding or distribution of funds between a Participant and the VPDF.

2.0 REQUIRED SERVICES

The selected Respondent will design, finance, procure, install, test, commission,

insure, operate, service, repair and ultimately decommission and remove the PV System (unless a buyout option is exercised by CVEC).

2.1 *PV System Installation, and Operations and Maintenance*

Pursuant to the Project Agreements, the Developer shall provide a complete “turn-key” PV System to the Awarding Authority for each PV System awarded to the Developer. Each turn-key PV System shall include the design, engineering, permitting, site preparation, procurement, physical construction and wiring, testing, utility interconnection, all permitting and local utility arrangements necessary to effect construction and utility interconnection, DAS installation with on-line monitoring contract to accompany the life of the PV System, and appropriate warranties as set forth in the Common Technical Specifications which are set forth in the Solar Power Purchase and Development Agreement.

2.2 *Guaranteed Annual Output*

The Proposal must include a guaranteed annual energy output for the PV System (kWh/yr minus onsite parasitic load) together with an annual system degradation factor to ensure that the purpose of the Round 6 Solar PV Project is met. The only allowable adjustment to the guaranteed annual energy output is the annual system degradation factor. The guaranteed annual output shall not be corrected for weather-related variability. The production shortfall will be measured on a yearly basis and damages for a production shortfall, if any, will be paid on a yearly basis (no true-up is allowed).

2.3 *Utility Interconnection*

The Developer is responsible for all aspects of the local electric utility interconnection. Sufficient lead time should be allowed to successfully achieve interconnection based on the local electric utility interconnection standards. The Developer is solely responsible for all interconnection costs on the customer and utility side of the meter.

2.4 *Facilities to be Served and Project Information*

The PV Systems are listed with instructions on how to access site information in [Attachment B](#).

Note that site preparation activities necessary for installation of the PV Systems are considered to be within the scope of work to be provided by the Developer. These activities may include, but are not limited to, site preparation and support facilities construction (e.g., leveling, trenching, fencing, lighting, roads, buildings, groundcover maintenance, etc.) for ground-mounted PV Systems or energy storage systems, and snow- slide prevention for roof-mounted arrays. The Developer must ensure there is adequate spacing for an energy storage system that is in line with National Fire Protection Association (“NFPA”) 1, 2015, Section 11.12 Photovoltaic Systems. Found at: <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1>.

Prior to the submission of a Proposal (as defined in Section 3), each Respondent will make and will be deemed to have made a careful examination of the scope of work, the

location and nature of the proposed construction, the kind and character of the soil and terrain to be encountered, the kind of facilities required before and during the construction of each PV System for which Respondent submits a Proposal, general local conditions, seasonal construction constraints, environmental and historic preservation considerations, operational constraints that may apply to particular PV Systems 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 concerning conditions at the site or otherwise, which may affect the Respondent's ability to comply with obligations under the Project Agreements or which the Respondent otherwise reasonably deems necessary to develop a Proposal in accordance with the terms and conditions of this RFP.

CVEC makes no representations or warranties, and will not, in any contract awarded pursuant to this RFP, make any representations or warranties regarding the suitability of the property for any proposed project or the feasibility of any such project. The successful Respondent must satisfy itself that each Facility is suitable for its proposed PV System.

2.5 *Decommissioning and Site Restoration*

Developer will assume responsibility for decommissioning of each PV Systems to which it is awarded in the Round 6 Solar PV Project (unless CVEC exercises a purchase option for the systems) The Developer will be required to enter into a deposit control account agreement in accordance with Article 9 of the UCC as the form of decommissioning assurance to be used as security for its decommissioning obligations. CVEC prefers to establish the deposit account at its Massachusetts banking institution. Such security shall be furnished at the time of commencement of construction and shall be in an amount estimated to accomplish such removal and restoration, without any deduction for salvage value. Developer must restore the premises in accordance with good engineering practice.

3.0 PROPOSAL COMPONENTS

3.1 *General*

A Respondent is required to submit proposals that fully comply with the requirements set forth in this RFP. Respondent's proposal consists of two main parts, a Price Proposal and a separate Non-Price Proposal as described below (collectively, the "Proposal"), Section 3.1 (a) – (e).

If the Respondent consists of co-developers, then each co-developer must complete Sections 3.1 (a),(d) and (e), clearly articulating their respective role. The Respondent shall submit only one Price Proposal (Section 3.1(b)) authorized by each co-developer and one Contract Redlines (Section 3.1(c)) authorized by each co-developer. In the case of co-developers, a proposal will be deemed complete if all co-developer required documents are complete and received on time.

Each Respondent must electronically submit its Proposal by e-mail no later than the published deadline in [Attachment A](#) to mmarasco@cvecinc.org. CVEC will acknowledge receipt of each Proposal, but such acknowledgment does not mean that a Proposal is deemed to be complete. The Proposal will be deemed accepted as of the electronic date of receipt.

The Respondent is required to submit **two (2) hard copies of all materials** (which must be identical to the electronic Proposal). Each must be bound in a hard-cover binder with

appropriate table of contents and tabs corresponding to the Price Proposal and the components of the Non-Price Proposal content set forth in Section 3.2 below

a. *Non-Price Proposal*

The Non-Price Proposal has seven major components: (a) general company profile; (b) experience; (c) project management and performance capabilities; (d) financial capability; (e) technical capability; (f) contract proposal; and (g) required certificates. The Respondent must respond to all information requested in Attachment D.

b. *Price Proposal*

Provide responses to all questions in Attachment E, and label the response Package “Price Proposal”. CVEC requests the Developer to complete the Technical Pricing Solar Only and Technical Pricing Solar & BESS to best analyze options.

c. *Contract Template Redlines*

Respondent should submit redlines of the Solar Power Purchase and Development Agreement only, as such term is defined in, and in accordance with Section 5.2 below. Template forms are found at Attachment I.

d. *Certificates*

The Proposal must include: (i) Certificate of Non-Collusion; and (ii) Attestation Regarding Filing of Tax Returns and Contributions and Payment in Lieu of Contributions found in Attachment H.

e. *Cover Letter*

The Proposal must include a Cover letter found at Attachment G.

4.0 TERMS OF SUBMISSION

This RFP is issued and will be awarded and administered in accordance with applicable procurement laws, including M.G.L. c. 164, §137.

The Awarding Authority will not reimburse Respondents for any costs incurred in preparing Proposals in response to this RFP, including site visits or preliminary engineering analyses. These costs, expenses or other amounts must not be recouped under the Project Agreements.

The Awarding Authority reserves the sole discretion unto itself to modify or amend any term in this RFP, including but not limited to, any date contained in the Projected Selection Timeline.

A Proposal may be withdrawn at any time prior to the Proposal due date by means of a written request from an authorized representative of the Respondent and delivered by e-mail to Maria Marasco, Executive Director & Chief Procurement Officer at mmarasco@cvecinc.org. The withdrawal of a Proposal will not prejudice the rights of a Respondent to file a new Proposal provided that it is received prior to the Public Opening. No Proposal may be withdrawn after the Public Opening.

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 and/or the Participants. The Awarding Authority reserves the right to waive any technical defect or minor informality in responses.

5.0 PROJECT AGREEMENTS AND MANDATORY CONTRACT TERMS

5.1 *Description of Project Agreements*

Two main Project Agreements govern the legal obligations, rights and responsibilities of the Developer, CVEC, and Participant for each PV System, as follows:

Inter-Governmental Power Purchase and Project Development Agreement between CVEC and Participant (“IGA”). The Participant and CVEC will enter into an inter-governmental agreement for CVEC to resell the net energy (associated with net metering or SMART Program alternative on-bill credits) to the Participant for a period of 20 years, with the option to extend for up to five (5) years. The Agreement includes a grant of certain property rights with an option to extend for up to five (5) years.

Solar Power Purchase and Development Agreement (“PPA”) between CVEC and Developer: The Developer and CVEC will enter into a long-term PPA with an initial term of twenty (20) years from commercial operation of the PV System. The PPA will govern CVEC’s purchase of the net energy from a PV System. The PPA will contain the Developer’s PV System permitting, construction and commissioning benchmarks, require routine reporting on design, permitting, and financing for the PV System and will provide for delay liquidated damages in the event that Developer does not construct and/or commission the PV System by a date certain.

The PPA includes an assignment of property rights to the Developer (i.e., a long-term sub-lease from CVEC to the Developer) with an initial term of twenty (20) years from commercial operation of the PV System. The PPA will establish the Developer’s right to access and use the Participant’s property for the design, installation, and operation of the PV System. In addition, the PPA will require the Developer to provide development security and a payment and performance bond in advance of construction of the PV System and to provide decommissioning assurance in the event that the Developer fails to properly remove the PV System from the Participant’s property upon expiration of the PPA . The Participant’s reserved use of its premises and any special conditions applicable to Developer’s development and use of the premises (if any) will be set forth in a special exhibit to the IGA. An exhibit to the PPA will contain limited contract exceptions and supplemental terms that are developed or identified during the RFP phase or the contract negotiations process and approved by CVEC. CVEC continues to engage with the Participants regarding preparation of the PPA exhibits and may issue an addendum to this RFP if it is able to provide information to Respondents that may be useful in preparation of its Proposal.

5.2 *Template Forms of Project Agreements*

Template forms of the Project Agreements are set forth in [Attachment I](#). Only non-

negotiable contract terms may be modified and expanded through negotiations.

CVEC reserves the right to materially amend the template forms of the Project Agreements through issuance of an addendum to this RFP. Any amendment will be posted at [Projects & RFP's – CVEC | Electric Cooperative \(cvecinc.org\)](#). After Proposals have been submitted, CVEC reserves the right supplement and modify any of the terms in the Project Agreements prior to the execution of any Project Agreement.

If a Respondent takes exception to any term set forth in the PPA, the Respondent must produce a redlined draft of such PPA, and such redlined draft must clearly reflect all of Respondent's exceptions and all alternative language or other changes that Respondent specifically proposes to make, as well as the reason for each requested exception. Respondent may not submit exceptions to the Intergovernmental Agreement. A Microsoft Word template is located at [CVEC-Solar-PPA-Dev-Agmt-5.20.24-1.docx \(live.com\)](#).

CVEC may ignore all PPA modifications or exceptions proposed by a Respondent, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into the final PPA between the parties. By executing and submitting its Proposal in response to this RFP, Respondent understands and agrees that CVEC may exercise its discretion not to consider any or all proposed PPA modifications or exceptions.

A Respondent's failure to state an exception to any term, condition, requirement or other provision of this RFP (including those contained in the PPA) and propose alternative language in accordance may be conclusively deemed by CVEC to constitute Respondent's acceptance thereof. Exceptions and/or proposed changes that materially change the terms, conditions, specifications, or provisions of the RFP may be deemed non-responsive by CVEC, as determined in its sole discretion, resulting in possible disqualification of the Respondent's Proposal.

All costs associated with complying with the PPA terms should be included in any pricing quoted by Respondent.

CVEC reserves the right to refuse to enter into a PPA with the successful Respondent for any reason, even after delivery of notice of selection or intent to award a project.

5.3 Non-negotiable PPA Terms.

Respondent acknowledges and agrees that the following types of contract provisions will not be accepted or negotiated by CVEC under any circumstances:

- a. *Provisions that require CVEC to indemnify and/or defend a Respondent or its affiliates regardless of whether the provision uses the words "indemnify" or "indemnity";*
- b. *Indemnification provisions that authorize the Respondent to defend CVEC and have sole control over the defense and settlement of any claims against CVEC;*
- c. *Provisions specifying that the laws of a state or jurisdiction or requiring CVEC to consent to jurisdiction or venue in the courts of any state or jurisdiction other than the Commonwealth of Massachusetts;*
- d. *Provisions that disclaim or limit the liability of, or claims that may be brought against,*

the Respondent, or any other provisions that otherwise limit the ability of CVEC to recover any type of damages or seek any contractual, legal, equitable or other available remedies from or against the Respondent or any affiliate or subcontractor of the Respondent;

- e. Provisions that provide for sole and exclusive remedies or which otherwise limit any remedies or legal recourse that may be available to CVEC;*
- f. Confidentiality or nondisclosure provisions that are contrary to the Massachusetts Public Records Law; or*
- g. Provisions that establish or impose any duties or obligations on CVEC that are not permitted or authorized by any laws, rules or regulations applicable to CVEC.*

6.0 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 execution of the Project Agreements with the Developer.

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 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, Developers 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.

7.0 EVALUATION OF EACH RESPONDENT'S PROPOSAL

The Awarding Authority's Chief Procurement Officer ("CPO") will form a selection committee ("Selection Committee") to assist her in evaluating the Proposals based upon the criteria set forth in this RFP. The Selection Committee will not include a representative from Vineyard Power or the Vineyard Power Development Fund.

The CPO and the Selection Committee will first evaluate the Non-Price Proposals. After a composite ranking of the Respondents based on the Non-Price Proposal is completed, the CPO will review the Price Proposals. The CPO will then determine the most advantageous of the Proposals, in consideration of both Non-Price and Price Proposals and additional information obtained through the interviews of Proposers and reference contacts, and in the context of CVEC's Portfolio Preferences which are as follows:

- CVEC's preference is to award all projects from the Round 7 Solar PV Project to one Developer.
- CVEC's preference is to award both projects at the Martha's Vineyard Airport to one developer.

If the CPO awards a PV System to a Respondent that did not submit the lowest price, the CPO shall prepare 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.

8.0 CONTRACT AWARD

Respondents that have properly submitted Proposals will be required to allow the Awarding Authority until the Contract Execution Deadline to accept their Proposals on their stated terms. CVEC will notify the highest ranked Respondent(s) of its intent to negotiate final Project Agreements pursuant to the RFP Timeline, [Attachment A](#). CVEC will also notify all other Respondents of its intent to negotiate the Project Agreements for particular Facilities with the highest ranked Respondent(s).

Following selection of a Developer(s), the Developer(s) and the Awarding Authority will negotiate and execute a PPA for each PV System at a Facility. If the Awarding Authority determines that a final acceptable PPA cannot be reached with a Developer selected for a particular PV System by the Contract Execution Deadline or prior to that time, the Awarding Authority may initiate negotiations with the next ranked Respondent(s) for the PV System at the Facility. CVEC reserves the right to extend PPA negotiations in its sole discretion and shall notify all Respondents of any such extension. In no event shall such extension exceed ninety (90) days after award.

Selection of winning Proposals may be subject to approval by CVEC's board of directors, and to any contract approval process that may be required by a particular Participant, and any approvals required by law. Certain Projects may require approvals from particular Participant(s) (including, but not limited to, votes of Town Meeting, Boards of Selectmen, and other governmental entities) before Project Agreements under this RFP may be finalized and executed.

LIST OF ATTACHMENTS

- [Attachment A](#)- RFP Schedule, Pre-Bid Conference and Pre-Submission Inquiries
- [Attachment B](#) – Round 6 Facilities
- [Attachment C](#) – Martha’s Vineyard Solar PV Systems
- [Attachment D](#)- Non-Price Proposal Questions
- [Attachment E](#)- Price Proposal Information
- [Attachment F](#) – Key Milestones
- [Attachment G](#)- Proposal Cover Letter
- [Attachment H](#) – Certificate and Attestation
- [Attachment I](#)- Template Forms of Agreements

ATTACHMENT A

RFP Schedule Pre-Bid Conference and Pre-Submission Inquiries

Item	Date	Time EDT	Notice
RFP Published	Monday, May 20, 2024	1 pm	Projects & RFP's – CVEC Electric Cooperative (cvecinc.org) CommBuys https://www.commbuys.com/bs/ Direct Email
RSVP for Pre-Bid Conference	Friday, May 31, 2024	1 pm	Email mmarasco@cvecinc.org Email Subject Line: "CVEC R7 RFP: Pre-Bid Conference". Provide the name(s) of no more than three (3) participants, including the full contact information for each attending representative.
Virtual Pre-Bid Conference	Tuesday, June 4, 2024	1 pm	Projects & RFP's – CVEC Electric Cooperative (cvecinc.org)
Developer to Email Questions posed at Pre-bid Conference	Friday, June 7, 2024	1 pm	Email mmarasco@cvecinc.org
Post-Conference Addendum w/ Q&A posted	Friday, June 14, 2024	1 pm	Projects & RFP's – CVEC Electric Cooperative (cvecinc.org)
Site Visits	To be scheduled upon request.	TBD	Email mmarasco@cvecinc.org
Final Inquiries Due	Friday, June 21, 2024		Email mmarasco@cvecinc.org
Responses to All Inquiries Posted by CVEC	Friday, June 28, 2024		
Electronic Proposals Due	Monday, July 1, 2024	1 pm	Email mmarasco@cvecinc.org
Two (2) Hard Copies Due of Price Proposal and Two (2) Hard Copies of the Non-Price Proposal Due	Monday, July 1, 2024	4 pm	Delivery to: CVEC Executive Director 23 H2 Whites Path, Suite 2 South Yarmouth, MA 02664
Public Opening of Proposals	Tuesday, July 2, 2024	1 pm	At: CVEC, 23 H2 Whites Path, Suite 2 South Yarmouth, MA 02664
Contract Award	Friday, July 19, 2024	Noon	Via email and USPO
Contract Execution	Friday, August 16 2024	4 pm	

Verbal exchanges during the conference or at site visits will be considered informal and of no legal effect. 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. Telephone or other such inquiries will not be answered. Inquiries will not be answered directly. CVEC will post any required clarification or any amendments on its website, [Projects & RFP's – CVEC | Electric Cooperative \(cvecinc.org\)](#) (alternatively) <https://cvecinc.org/programs-resources/requests-for-proposals-qualifications/>

It is the responsibility of the Respondent to check the website prior to the submittal deadline to ensure that the Respondent has received all addenda issued by the Awarding Authority.

ATTACHMENT B

SITE SPECIFIC PROJECT INFORMATION/ DESCRIPTIONS OF EACH OF THE FACILITIES

ROUND 6 PROJECTS	Site Location	Location	You will be given access to a shared drive.
MV Airport <i>See Section 1.4 and Attachment C of this RFP</i>	ARFF	71 Airport Rd, Vineyard Haven, MA	For access to the files, please email mmarasco@cvecinc.org Heading: Request Access
MV Airport <i>See Section 1.4 and Attachment C of this RFP</i>	Water Treatment Plant	71 Airport Rd, Vineyard Haven, MA	For access to the files, please email mmarasco@cvecinc.org Heading: Request Access
Tisbury <i>See Section 1.4 and Attachment C of this RFP</i>	Senior Center	35 Pine Tree Rd., Vineyard Haven	For access to the files, please email mmarasco@cvecinc.org Heading: Request Access
W Tisbury <i>See Section 1.4 and Attachment C of this RFP</i>	Library	10042 State Rd., W. Tisbury	For access to the files, please email mmarasco@cvecinc.org Heading: Request Access

Each Respondent should email mmarasco@cvecinc.org requesting access to the information as project specifications are electronically located with the Massachusetts Municipal Wholesale Electric Company (MMWEC). We will provide your email address to MMWEC for you to obtain access to the shared drive.

An Index for each Project is included in the files located at the above links, together with relevant documentation provided by a Participant in separate folders.

Each Respondent will receive acknowledgement for the requests. If you do not receive an acknowledgement within 24 hours, please call CVEC at 508.619.7691.

ATTACHMENT C
MARTHA'S VINEYARD PROJECTS
INFORMATION REGARDING THE VINEYARD POWER
DEVELOPMENT FUND

Marth's Vineyard Airport

Wastewater Specifications

Annual Usage: ~ 75,000 kWh (2019)

Anticipated Solar Capacity: 29 kW

Estimated Critical Load: 60 kW

Storage Rating: 180 kWh

ARFF Specifications

Annual Usage: ~ 220,000 kWh (2019)

Anticipated Solar Capacity: 125 kW

Estimated Critical Load: 200 kW

Storage Rating: 400 kWh

The Vineyard Power Development Fund will grant to the Martha's Vineyard Airport in the amount up to \$1.036 million to subsidize the cost of resiliency for these projects. This grant will be paid in annual installments to the Airport over 20 years.

Respondents should include project specifications that feature batteries with a minimum Storage Rating equivalent to the values listed above, at discharge rates of no less than 2 hours.

Town of Tisbury

Tisbury Senior Center Specifications

Annual Usage: ~ 33,000 kWh (RISE Projection)

Anticipated Solar Capacity: 31 kW (~36,000 kWh/year)

Estimated Critical Load: 9.75 kW

Storage Rating: 58.5 kWh

The Vineyard Power Development Fund will grant to the Town of Tisbury in the amount up to \$236,000 to subsidize the cost of resiliency. This grant will be paid in annual installments to the Town over 20 years.

Respondents should include project specifications that feature a battery with a minimum Storage Rating equivalent to the value listed above, at a discharge rate of no less than 2 hours.

Town of West Tisbury

West Tisbury Library Specifications

Annual Usage: ~ 137,000 (2021)

Anticipated Solar Capacity: 64 kW

Est. Critical Load: 85 kW

Storage Rating: 170 kWh

Vineyard Power Development Fund will grant to the Town of West Tisbury in the amount up to \$375,000 to subsidize the cost of resiliency. This grant will be paid in annual installments to the town over 20 years.

Respondents should include project specifications that feature a battery with a minimum Storage Rating equivalent to the value listed above, at a discharge rate of no less than 2 hours.

Existing Net Metering Credit

- The Town of West Tisbury currently has agreements with CVEC to purchase Net-Metering Credits from an existing CVEC project located at the West Tisbury Landfill. If the CVEC Round 7 RFP is successful, and if alternative on-bill credits are not applicable, CVEC and the Town of West Tisbury will strive to reallocate Net Metering Credits from the existing project that are currently allocated to the West Tisbury Library to another West Tisbury account or to another CVEC member(s). If said reallocation should be unsuccessful in the discretion of the Town of West Tisbury and/or CVEC, the Town of West Tisbury reserves the right to withdraw participation in the project prior to a date mutually established by the Developer and CVEC under a Special Terms and Conditions provision of the Solar Power Purchase and Development Agreement.

NOTICE:

CVEC assumes no responsibility regarding the terms, allocation, funding, or distribution of funds between the Martha's Vineyard Participants and the Vineyard Power Development Fund.

ATTACHMENT D
NON-PRICE PROPOSAL REQUIREMENTS

1. Provide a statement that Respondent's Proposal includes either the entire portfolio of Round 6 Solar PV Projects, and/or a list of the geographic region(s) (See Section 1.4), and/or the list of the particular PV Facilities that Respondent intends to develop if selected as the Developer. In all cases, the Respondent must provide a bid price for each PV System.
2. General Company Profile
 - a. Form of legal entity and year entity was established Describe any changes in ownership status over the past ten (10) years.
 - b. Other entity names, if any.
 - c. Federal Tax Identification Number for Respondent.
 - d. Name of ultimate parent company (if applicable) and names of affiliates that will have a role in development, construction, operation, or maintenance of the PV Systems and descriptions of their roles.
 - e. Name of entity that will be the Developer counterparty to the Project
 - f. Agreements.

i. Experience

1. Describe your experience with public sector contracting in the Commonwealth of Massachusetts, and in Barnstable and Dukes Counties.
2. Fully describe five (5) similar contracts, for roof-mounted and ground- mounted PV systems, that Respondent has implemented within the last five (5) years and the services performed for each.
3. Provide references for the projects described above. If Respondent has contracted with any of CVEC's Members or non-Member Participants, please provide a description of the contracts and related projects, and references for such contracts/projects.

ii. Project Management and Performance Capabilities

1. Describe Respondent's general reputation and performance capabilities and explain how these characteristics translate to optimizing results for CVEC and the Participants. Please describe how Respondent differentiates itself from its competitors, and describe any unique values that it would bring to the Projects, CVEC, and Participants.
2. Provide the number of years Respondent has been engaged in providing turn-key renewable energy development services.
3. Provide the number of projects and aggregate dollar value of projects implemented by Respondent each year for the past five (5) years.
4. Identify staff member(s) or position titles that will be assigned as the day-to-day project manager and main point of contact for CVEC and the site address of the local or branch office for such designated staff member(s).

5. Provide a Proposed Milestone Timeline [for each PV System, yes? There may be different milestones for different projects]. Refer to Key Milestones in Attachment F for the required information.
6. Discuss Respondent's project management protocols to ensure schedule adherence with respect to construction management and particularly describe protocols with respect to supervision of subcontractors. Discuss special protocols that Respondent intends to employ to address the unique construction constraints that may arise due to the location of the Facilities in a seasonal resort area, and limited accessibility to the Facilities on Martha's Vineyard.
7. Describe Respondent's capability to provide ongoing service and maintenance once the PV Systems are operational, and provide the location of Respondent's closest service and maintenance professionals.

iii. Financial Capability

The Respondent must be in a financial position to perform the duties and responsibilities of the contract(s). CVEC reserves the right to reject any Respondent who does not demonstrate stability sufficient for the scope of this RFP.

1. Submit a detailed financial report prepared in accordance with generally accepted accounting principles ("GAAP") reflecting the current (as of the most recent financial statement date) financial condition of the Respondent. Such report must include a balance sheet, income statement and statement of cash flows, along with applicable footnotes, dated concurrently for at least each of the last preceding three (3) years ending on the most recent fiscal quarter such statements were prepared. Publicly-traded entities or subsidiaries should attach SEC Form 10-K along with, as applicable, detailed unaudited statements for the submitting entity. Non-publicly traded entities may attach either unaudited financial statements or copies of tax forms that are filed with the Internal Revenue Service where applicable.
2. Describe Respondent's approach to financing, including the number and identity of potential financiers, timing of financing, and the extent, nature and timing of approvals Respondent anticipates requesting from CVEC and the Participants. Describe whether Respondent intends to assign the Project Agreements, or any of the rights or obligations for the purposes of financing, or to any of its affiliates for liability or other purposes.
3. Provide evidence of bond capability of at least five (5) million dollars from a surety company licensed to do business in the Commonwealth of Massachusetts and whose name appears on United States Treasury Department Circular 570.
4. Describe the form of decommissioning assurance that Respondent will be providing pursuant to the PPA, the proposed amount of such assurance, and its cost. Forms of financial assurance may include, without limitation, an escrow fund, irrevocable letter of credit, or surety bond; provided, however, that any form of financial assurance must provide the respective Participant and CVEC with adequate rights to access the decommissioning assurance in the event of Developer's failure to comply with its PV System removal and premises restoration obligations under the PPA.
5. Describe the form of financial assurance that Respondent will be providing, and its associated cost. If a corporate guarantee backstop by a parent company or credit enhancement by a financial institution is anticipated, please provide a letter from the parent company or financial institution, indicating that such

credit enhancement is available, the terms of such credit enhancement and the credit rating of the guarantor.

6. Discuss whether Respondent or a subcontractor included in the Proposal has ever been involved in a lawsuit or dispute regarding a contract. If so, please provide all such incidents and describe the circumstances and outcomes of such lawsuit or litigation. Further, please discuss whether Respondent or a subcontractor included in its Proposal has been barred from providing performance contracting or other services in any states.
7. Discuss whether Respondent has been debarred from government contracting.
8. Discuss whether a contract to which Respondent (or any special purpose entity controlled by or under common control with Respondent) was a party was ever terminated due to Respondent default (irrespective of whether the termination was deemed wrongful), and provide a detailed explanation of the contract, the parties to the contract, the reasons given for the termination, and if and how any resulting dispute was resolved.

iv. Technical Capability

1. Please refer to the Common Technical Specifications (“CTS”) included in each of the Project Dropbox, locations found Attachment B, which are required for each PV System, when preparing a Proposal. If the Respondent requests the use of alternative equipment/materials other than those listed in the CTS for a particular PV System, the Respondent’s Proposal must include a detailed explanation of the proposed alternative(s). Alternative specifications must be approved by the Awarding Authority.
2. Provide a detailed description of each proposed PV System, including the proposed technology, scope, features, installed capacity, and “cut-sheets” of all equipment to be installed.
3. Provide a description of the proposed site preparation work, including scope, responsibility among the Respondent’s team, and how this work will be carried out.
4. Please provide a sample protocol that describes the testing and commissioning that will be performed for each PV System.
5. Describe Respondent’s approach to handling construction debris, recycling, and disposition.
6. Provide written confirm that Respondent can and will comply with the meter and DAS program requirements of the local electric distribution company (e.g., for SMART program and net metering purposes), ISO-NE Forward Capacity Market participation rules, which may be amended from time to time and the ConnectedSolutions program (<https://www.massave.com/saving/residential-rebates/connectedsolutions-batteries>).
7. For each proposed PV System, provide the energy production capacity (“kW”) as calculated using PV WATTS most recent version or similar software.
8. Describe Respondent’s experience with ensuring that equipment warranties and maintenance records are maintained, and the requirements of a guaranteed annual energy output are met.
9. If Respondent’s Price Proposal contains an Energy Price that includes an energy storage system, Respondent must provide an operations plan to address how Respondent will operate the energy storage

system in coordination with the Participant for the following Project structures: (1) use of the energy storage system solely for the resiliency purposes of Participant (e.g., no Respondent participation in ConnectedSolutions and/or Clean Peak Standard); and (2) use of the energy storage system for both demand response and resiliency (e.g., Respondent's participation in ConnectedSolutions and/or Clean Peak Standard is coordinated with Participant's need for backup power).

ATTACHMENT E PRICE PROPOSAL

1. Provide a **fixed price for a twenty (20)-year term**. (Mandatory).

The (“Energy Price”) must include the furnishing of all materials, services, labor, performance and payment bonds, required guarantees, insurance, warranties and other costs incurred in the performance of the Project Agreements, signed by an individual authorized to bind the Respondent contractually. The Energy Price must be inclusive of all costs including overhead, travel, local transportation, supplies, prevailing wages, and materials.

Respondent may provide an Energy Price that includes an energy storage system.

Link to Price Proposal: [Projects & RFP’s – CVEC | Electric Cooperative \(cvecinc.org\)](https://cvecinc.org/projects-rfp-projects-cvec-electric-cooperative/)

(specifically) <https://cvecinc.org/wp-content/uploads/2024/05/CVEC-R7-Attchmt-E-Price-Proposal-.xlsx>

ATTACHMENT F KEY MILESTONES

Key Milestones in the project plan will be identified by the Respondent and input into the Bid Excel Spreadsheet. The Respondent has the discretion to identify Key Milestones, however the following Milestones are required to be included in the Bid Excel Spreadsheet. The required Milestones are:

1. Outside Commercial Operations Date
2. Financial Closing Date (if needed)
3. Major Component Order Date
4. SMART Program Application Date
5. Interconnection Agreement Execution Date
6. Local Permitting Completion
7. Outside Construction Operations Date

All Milestone dates will be expressed in number of days post execution of the PPA.

ATTACHMENT G
FORM OF COVER LETTER

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

[Date]

RE: *Transmittal Letter for Request for Proposal for PV Systems*

Dear Ms. Marasco:

In response to your request for proposals ("RFP"), we [insert name of proposer] (the Respondent) hereby submit our proposal to implement a performance based renewable energy system with guaranteed onsite energy generation at [insert name of Facility(ies)]. 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 Respondent and to bind the Respondent 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 Respondent nor any member of its 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 acknowledge that the work to be performed under the Project Agreements, including work by subcontractors, must comply with the provisions of the Massachusetts General Laws pertaining to prevailing wage.
5. We acknowledge and agree that the PV System and any real property rights assigned to Respondent may be taxable under M.G.L. c. 59, §2B.
6. 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.

7. We agree to allow CVEC until _____ to accept this proposal on its stated terms.
8. We have reviewed the mandatory Project Agreement terms and conditions set forth in the RFP. We expressly acknowledge that deviations from the mandatory Project Agreement terms and conditions are not permitted.
9. We acknowledge that CVEC reserves the right to select an alternative proposal if our proposal is selected and the Project Agreements are not negotiated to CVEC's satisfaction. 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.
10. [If applicable: We acknowledge that this submission is dependent on the timely and complete submission of our co-developer INSERT NAME.]

Sincerely,

[Insert name of Respondent]

By: ***[Insert authorized representative]***

Print or type name

**ATTACHMENT H
CERTIFICATE OF NON-COLLUSION, AND ATTESTATION**

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.

(Signature)

(Name of business)

(Name of person signing Proposal)

**ATTESTATION REGARDING FILING OF TAX RETURNS AND
CONTRIBUTIONS AND PAYMENTS IN LIEU OF CONTRIBUTIONS**

TO: CAPE & VINEYARD ELECTRIC COOPERATIVE, INC.

Pursuant to M.G.L. c. 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. I also certify under the penalties of perjury that pursuant to M.G.L. c. 151A, §19A(b), the undersigned Respondent has complied with all Massachusetts laws relating to contributions and payment in lieu of contributions.

Social Security Number or
Federal Identification Number

Signature of Individual or Officer

Date

Name of Corporation

ATTACHMENT I
TEMPLATE FORM OF AGREEMENTS

Link to PDF FORM OF SOLAR POWER PURCHASE AND DEVELOPMENT AGREEMENT
[IGA-PDA-5.20.24-1.pdf \(cvecinc.org\)](#)

Link to WORD FORM OF SOLAR POWER PURCHASE AND DEVELOPMENT
AGREEMENT (FOR REDLINES)

[CVEC-Solar-PPA-Dev-Agmt-5.20.24-1.docx \(live.com\)](#)

Link to PDF INTER-GOVERNMENTAL POWER PURCHASE AND PROJECT
DEVELOPMENT AGREEMENT

[IGA-PDA-5.20.24.pdf \(cvecinc.org\)](#)