

**REQUEST FOR PROPOSALS FOR THE 100 MEGAWATT COMPETITIVE PROCUREMENT UNDER  
THE SOLAR MASSACHUSETTS RENEWABLE TARGET (“SMART”) PROGRAM**

**Issued November 13, 2017**

**1. INTRODUCTION**

Pursuant to regulations promulgated by the Department of Energy Resources (“DOER”), “Solar Massachusetts Renewable Target (SMART) Program,” 225 C.M.R. 20.00 et seq., Fitchburg Gas and Electric Light Company, d/b/a Utilil, Massachusetts Electric Company and Nantucket Electric Company, each d/b/a National Grid, and NSTAR Electric Company and Western Massachusetts Electric Company, each d/b/a Eversource Energy, together, the electric distribution companies (“EDCs”), are issuing this Request for Proposals (“RFP”) to solicit offers collectively for approximately 100 megawatts (“MW”) of Solar Tariff Generation Units (“Generation Units” or “STGUs”) and implement the competitive procurement required by 225 C.M.R. 20.07(3)(a). This RFP was developed by the EDCs in consultation with DOER.

**2. OVERVIEW**

**2.1. *Definition of Key Terms***

The terms “Base Compensation Rate,” “Business Day,” “Capacity Block,” “Commercial Operation Date,” “Compensation Rate Adders,” “DPU,” “Environmental Attribute,” “Generation Unit,” “Greenfield Subtractor,” “Interconnection Services Agreement,” “NEPOOL GIS,” “Non-net Metered Generation Unit,” “Owner,” “RPS Class I Renewable Generation Attribute,” “SMART Tariff,” “Solar Program Administrator,” “Solar Tariff Generation Unit,” and “Statement of Qualification,” shall be defined as set forth in 225 C.M.R. 20.02. Additional terms shall be defined as follows:

**Bid Price:** A fixed dollar per kWh (\$/kWh) price, expressed using no more than five decimal places, offered by a Bidder in exchange for energy, Massachusetts Renewable Portfolio Standard Class I Renewable Generation Attributes (“Class I RECs”), Environmental Attributes, and capacity associated with an eligible STGU for the length of the term of 20 years authorized by 225 C.M.R. 20.00 et seq. and the SMART Tariffs.

**Bidder(s):** An authorized officer or other duly authorized representative or designee of a person or entity submitting a bid in response to this RFP that meets all eligibility requirements.

**Ceiling Price:** The procurement ceiling price of \$0.17000 per kilowatt-hour (“kWh”), as established in 225 C.M.R. 20.07(3)(a)4.

**Clearing Price:** The procurement clearing price, as established in 225 C.M.R. 20.07(3)(a)8.

Enrollment Application: A form or document provided by the Solar Program Administrator on its website by no later than November 27, 2017, to collect details needed to evaluate a bid for enrollment through this RFP.

Federal Investment Tax Credit (“ITC”): A tax credit that was established by “The Energy Policy Act of 2005,” P.L. 109-58, and extended several times, most recently in 2015, by the “Omnibus Appropriations Act,” P.L. 114-113, that would allow an eligible taxpayer to deduct 30 percent of the cost of installing a solar energy generating facility from federal income taxes.

Forward Capacity Market: The Forward Capacity Market (“FCM”) administered by the Independent System Operator of New England, Inc. (“ISO-NE”), pursuant to Section III.13 of Market Rule 1 (Section III of the ISO-NE “Transmission, Markets, and Services Tariff” is referred to as “Market Rule 1”).

Performance Deposit: A performance guarantee deposit submitted to the Solar Program Administrator (“SPA”) at the time of bid submittal. A Performance Deposit is calculated as \$25.00 per kilowatt (kW) as measured by the STGU’s inverter capacity in alternating current (“AC”) (*i.e.*, at least \$25,000, and not to exceed \$125,000).

Purchase Price: A fixed dollar amount expressed in \$/kWh of up to five digits that is the accepted Bidder’s price for net generation once the STGU is enrolled in the SMART program. Such price will reflect the Clearing Price, less any project specific Greenfield Subtractor, as expressed on the Bidder’s notice of bid acceptance from the SPA and the Statement of Qualification from the DOER.

## 2.2. *Call for Proposals*

The EDCs are seeking proposals to develop STGUs, in fulfillment of their requirements pursuant to 225 C.M.R. 20.00 et seq.

The EDCs are jointly issuing this competitive solicitation for STGUs, each with a nameplate capacity of at least 1 MW and up to 5 MW, as measured by the STGU’s inverter capacity, and collectively seeking a total combined amount of approximately 100 MW. The EDCs will individually procure energy, RPS Class I Renewable Generation Attributes, any Environmental Attributes, and capacity associated with the solar photovoltaic generation produced by the STGUs through the provisions of their respective Solar Massachusetts Renewable Target

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(“SMART”) tariffs (“SMART Tariffs”)<sup>1</sup>, provided, however, that compensation for energy may be established and paid pursuant to tariffs approved by the DPU under 220 C.M.R. 8.00 et seq., “Sales of Electricity by Qualifying Facilities and On-site Generating Facilities to Distribution Companies, and Sales of Electricity by Distribution Companies to Qualifying Facilities and On-site Generating Facilities.”

An EDC will only accept and enroll one or more STGUs that will be interconnected to its electric power system and take retail service from the EDC. Each EDC has a specific portion of MW of capacity of the approximately 100 MW that it intends to enroll through this RFP. The approximate capacity allocated to each EDC in this procurement is listed below:

<b><u>Company</u></b>	<b><u>MW Allocation<sup>2</sup></u></b>
Eversource – NSTAR	46 MW
Eversource – WMECO	8 MW
National Grid – MECO	45 MW
National Grid – Nantucket	2 MW
Unitil – Fitchburg	4 MW

### 2.3. Schedule

Below is a schedule for the RFP process:

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<sup>1</sup> A “model” SMART tariff has been submitted to the Massachusetts Department of Public Utilities (“DPU”) for review and approval in D.P.U. 17-140. If approved, the EDCs will each submit company-specific compliance SMART Tariffs to the DPU for approval, which will adopt the final approved terms of the model SMART tariff for each EDC.

<sup>2</sup> The MW Allocation Totals have been rounded to the closest whole number.

ACTION	TIMELINE
RFP Released for bid	Monday, November 13, 2017
Bidders' conference	1:00 PM to 3:00 PM EST on Friday, November 17, 2017
Deadline to submit written questions to SPA on RFP	12:00 PM EST on Monday, November 20, 2017
Response deadline to general questions from Bidders	Wednesday, November 22, 2017
Bid submission window	Monday, November 27, 2017 through Tuesday, December 5, 2017
Bid due date	Tuesday, December 5, 2017
Deadline for EDCs to notify winning Bidders and announce results	Thursday, January 11, 2018

All deadlines listed above are 5:00 PM EST unless otherwise stated. In any bid for an STGU, the Bidder must agree to the Terms and Conditions established by this RFP, which have been incorporated into 225 C.M.R. 20.00 et seq., the SMART Tariff, and the Enrollment Application. Also, the EDCs may be required to submit the bids and/or the STGU selections to the DPU within the context of docket D.P.U. 17-140.

A Bidder will be notified by the SPA whether its proposal was selected under the RFP.

#### 2.4. *Performance Deposit*

Bidders will be required to provide a Performance Deposit at the time of bid submittal to the SPA, of \$25.00 per kW of AC capacity (*i.e.*, at least \$25,000 and not to exceed \$125,000). The Performance Deposit must be submitted via wire transfer separately from the online application portal. Instructions for how to submit the Performance Deposit will be posted at <https://MASMARTSolar.PowerClerk.com> prior to the bid submission window. See Sections 6.3 and 6.4 for details regarding the return or forfeiture of Performance Deposits.

### **3. BID REQUIREMENTS**

These requirements are designed to ensure that proposed STGUs comply with the requirements of this RFP, satisfy any relevant statutory criteria, and meet the eligibility standards set forth in 225 C.M.R. 20.00 et seq. The bidder must certify that, at the time of bid, the proposed Bid Price represents a true and accurate estimation of the Base Compensation Rate that the STGU requires to construct the project. **If a bid does not meet all of the required eligibility standards, and/or does not provide complete and accurate information, it may result in the disqualification of the Bidder and/or the bid from this RFP.**

#### *3.1. Eligible Projects*

The EDC will only accept a proposal from an STGU that: (1) uses solar photovoltaic technology; and (2) will be interconnected to the electric power system of an EDC; and (3) will take retail service from that EDC.

- a. Public Utility Regulatory Policies Act of 1978 Requirements: Along with its bid, a Bidder proposing an STGU with a maximum net power production capacity of greater than 1 MW must submit proof of its request to the Federal Energy Regulatory Commission (“FERC”) for certification as a qualifying facility (“QF”), pursuant to 18 C.F.R. § 292.207(a) and (b). Along with its bid, a Bidder proposing an STGU with a maximum net power production capacity equal to 1 MW must submit proof that its self-certification of QF status was submitted to and/or received by FERC. In addition, each Bidder must notify the EDC in a timely manner of any resulting notice received from FERC of the approval, rejection, revocation, or deficiency with respect to the relevant requirements for QF status for the STGU.
- b. Bidders that submit a proposal in response to the RFP shall use the SPA’s application portal and:
  1. Offer a Bid Price that does not exceed the Ceiling Price of \$0.17000 per kWh or \$170.00 per megawatt-hour (“MWh”). Bidders are asked to offer a Purchase Price expressed using up to five digits (e.g., \$0.XXXXX per kWh);
  2. not be eligible to receive Compensation Rate Adders under 225 C.M.R. 20.07(4);
  3. be a Non-net Metered Generation Unit;
  4. provide a fully executed Interconnection Service Agreement (“ISA”) and all relevant attachments with an EDC;

5. demonstrate a sufficient interest in real estate or other contractual right to construct the Generation Unit at the location specified in the ISA, proposed for interconnection, or proposed in this solicitation;
6. provide all necessary governmental permits and approvals to construct the STGU with the exception of ministerial permits, such as a building permit, and notwithstanding any pending legal challenge(s) to one or more permits or approvals;
7. meet all other applicable eligibility criteria in 225 C.M.R. 20.00 et seq.;
8. certify that if selected, they will not be eligible to withdraw their proposal and reapply under a Capacity Block until 800 MW of other STGU have received a Statement of Qualification under 225 C.M.R. 20.00 et seq.; and
9. certify that the Bidder is bidding independently and has no knowledge of non-public information associated with a bid being submitted by another Bidder in response to the RFP other than a response submitted by an affiliate of that Bidder or for an STGU in which that Bidder is also a project proponent or participant; and
10. certify that the STGU included in a bid does not overlap with or include the same real property that is to be used by another STGU proposed in response to this RFP.

### **3.2. *Project Size and Segmentation***

The aggregate maximum nameplate capacity of a STGU located on a single parcel of land that seeks to participate in the RFP shall be at least 1 MW AC and no more than five MW AC.

Any deviation between an STGU's nameplate capacity in AC or DC from what is represented in the bid and/or the ISA will be reviewed by the SPA and DOER to determine if it comports with the SMART regulation at 225 C.M.R. 20.05(5)(h), and shall be subject to revocation of its Statement of Qualification approved through this RFP if it violates such standards. Under no circumstance may the final project size of a project selected under this RFP be below 1MW or exceed five MW AC.

Similarly, the project segmentation standards of the SMART regulation at 225 C.M.R. 20.05(5)(f) and (g) shall apply to all Bidders and STGUs, and any bids or selected STGUs that do not meet these requirements shall be rejected, unless an exception was provided by the DOER prior to the deadline for bid submission established by this RFP.

### *3.2.1. In-Service Date*

An STGU must have a Commercial Operation Date on or after January 1, 2018 and must not have ever been a commercially operational Solar Carve-out Renewable Generation Unit or Solar Carve-out II Renewable Generation Unit, as defined in 225 C.M.R. 14.02, “Definitions.”

All STGUs accepted in this solicitation must be fully constructed within 12 months from the date of the approval of the SMART Tariffs by the DPU. Bidders will be notified of that date at the time of approval by the SPA. Failure to be constructed within 12 months of the approval date will result in forfeiture of the Statement of Qualification and the Performance Deposit, and the STGU will be subject to the participation restrictions identified in Section 3.1(b)8., above.

### *3.3. Term*

If an STGU is selected under this RFP, the STGU will be eligible to receive compensation under 225 C.M.R. 20.00 et seq. for a term of 20 years from the STGU’s RPS Effective Date, as authorized in 225 C.M.R. 20.06(4) and the applicable SMART Tariff.

#### *3.3.1. Compensation Rates*

Pursuant to 225 C.M.R. 20.07(3)(a)4., Bidders shall not offer a Bid Price higher than the Ceiling Price of \$0.17000 per kWh or \$170.00 per MWh.

The Clearing Price for all STGUs with a nameplate capacity of at least 1 MW and no more than 5 MW shall be equal to the highest Bid Price among the selected bids, establishing the Clearing Price. The Clearing Price shall be established separately for each EDC, based on last project accepted by each EDC. The last project will be determined by ranking eligible applicant projects in each EDC service territory by price, then adding the AC capacity of ranked projects together, until the next project in the list cannot be accepted without the EDC exceeding its specific capacity cap. A Clearing Price may not exceed the Ceiling Price, and it will determine the Base Compensation Rate for projects qualifying in this RFP. This Base Compensation Rate may then be modified by any Greenfield Subtractor applicable, as established in 225 C.M.R. 20.07(4)(f), resulting in a facility specific Purchase Price that will be supplied to the Applicant in its bid acceptance letter and Statement of Qualification from the SPA and DOER, respectively.

### *3.3.2. DOER Review*

The DOER may determine upon reviewing the results of the solicitation that reasonable bids were not received, or that the solicitation was not competitive, for one or all of the EDC procurements. As recourse to such finding, the DOER may cancel this solicitation for one or more EDCs, and may require a new solicitation, potentially with new rules that would be determined at that time, or may administratively set a Clearing Price and a Base Compensation Rate for one or more of the EDCs. Please see 225 C.M.R. 20.07(3)(a)12 through 13 for more information.

### *3.3.3. Bid Price*

- a. A Bid Price is a fixed offer from a Bidder for the 20-year term authorized by 220 C.M.R. 20.00 and the SMART Tariffs (the “Tariff Term”). A Bidder must offer a Bid Price expressed as a fixed dollar per kWh (\$/kWh) basis for energy, Class I RECs, Environmental Attributes, and capacity associated with the STGU over the Tariff Term.
- b. A Bid Price may not be conditioned upon or subject to any future adjustments (i.e., there must be no contingent pricing based upon the availability of the ITC, or the availability or receipt or continuation for any period of any other tax treatment or government grant, tariff, or subsidy).
- c. Bidders may only offer one Bid Price for each STGU.

### *3.3.4. Settlement of Products*

Following the selection of a STGU under this RFP, and upon DPU approval of each EDC’s individual SMART Tariff, as provided in the SMART Tariff, a selected STGU must comply with the following requirements regarding the settlement of energy, Class I RECs, and capacity,<sup>3</sup> plus any additional requirements to enable market settlement of products from the selected STGU:

- a. The STGU is responsible for all costs associated with interconnection and delivery of the STGU’s energy to the applicable Point of Common Coupling, as it is defined within the “Standards for the Interconnection of Distributed Generation,” tariff of the applicable

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<sup>3</sup> Although a model SMART tariff is pending review and approval by the DPU, Bidders are instructed to assume that these requirements will be in effect when submitting a bid in response to this RFP.

EDC and within the STGU's Interconnection Service Agreement ("ISA") with the EDC, and the EDC will not be responsible for any costs associated with such delivery.

- b. A STGU must deliver Class I RECs from the selected STGU to the appropriate EDC's NEPOOL GIS account, once opened. A STGU will be responsible for registering itself with the NEPOOL GIS, and enrolling in a forward certificate transfer of Class I RECs to the appropriate EDC NEPOOL GIS account for the term of enrollment in this tariff. Evidence of such enrollment will be collected by the SPA and provided to the EDC. The name of the STGU submitted in this RFP will need to match the name used in the NEPOOL GIS system exactly.
- c. The STGU will be expected to cooperate with the EDC to help enroll the STGU in the FCM. As described in Section 6.3.4 of the proposed model tariff, the EDCs, at their option, may enroll any QF as an Existing Capacity Resource in the FCM after the Commercial Operation Date. As requested by the EDC or ISO-NE, the Owner or Authorized Agent shall furnish all necessary information as well as follow all requirements for all applicable market rules needed to set up, register, qualify, or participate in the FCM within five (5) Business Days of a request for information or action, and also shall provide any data within two (2) Business Days of a request. Owners or Authorized Agents are required to take commercially reasonable actions to maximize performance against any FCM Capacity Supply Obligations.

### *3.3.5. Payments to Solar Tariff Generation Units*

An EDC shall make payments to a STGU at the Purchase Price, as defined above, and as provided in the applicable tariff once it has been approved by the DPU in proceeding D.P.U. 17-140, subject to the EDC's rights to terminate. See Section 7, below, for more details.

## **4. SUBMISSION**

### *4.1 Communications*

All communications regarding this RFP must be submitted via: [MA.SMART@clearesearch.com](mailto:MA.SMART@clearesearch.com). Prospective Bidders may submit written questions pertaining to the RFP. EDCs are under no obligation to answer any question submitted after the date and time set forth in Section 2.3 of this RFP ("Schedule").

#### **4.2     *Proposal Submission Deadline***

Bids/proposals must be submitted electronically online by no earlier than November 27, 2017 and no later than 5:00 PM EST on December 5, 2017. This includes all required attachments and the Performance Deposit, which must be submitted via wire transfer by December 5, 2017.

**Late bids will be rejected.**

#### **4.3     *Submission Requirements***

- a. To submit bids, Bidders must use the online application portal established by the SPA, which can be found at: <https://MASMARTsolar.PowerClerk.com>. This website, which has been developed by the SPA and PowerClerk, is the online application system for the SMART Program. Applicants will use the portal to create a user account and submit an application. The application portal will also be the primary communication channel for the Bidders, will be used if the SPA has any clarifying questions, and it can also be used by Bidders to check the status of their applications.
- b. Each Proposal shall contain the full name, email address(es), and business address of the Bidder and Bidder's contact person(s) and shall be signed by an authorized officer or duly authorized representative of the Bidder. Bidders must sign the Bidder Certification Form, as provided in the Enrollment Application, and include copies of the signature page with the bids. Electronic signatures are not permitted.

#### **4.4     *Confidentiality***

The EDCs, to the extent authorized by law, will treat all proposals received from prospective STGUs in a confidential manner and will use reasonable efforts, except as required by law or in the context of a regulatory proceeding, not to disclose such information to any third party other than DOER, DPU, or the SPA, or use such information for any purpose other than in connection with the evaluation of a Solar Tariff Generation Unit's participation in the procurement process described in 225 C.M.R. 20.05(3).

#### 4.5 *Organization of Proposal*

Bidders are required to provide all information required via the web application portal of the SPA. Omissions of required information may result in rejection of the application as incomplete. Administrative clarifications will be identified by the SPA and Bidders will have an opportunity to clarify administrative issues with the SPA. Information to be submitted on the web application includes the following:

For all STGUs:

- a. A Complete Enrollment Application, including all input fields and questions answered;
- b. An executed ISA and all relevant attachments, signed by the Interconnecting Customer and the EDC;
- c. Evidence that the Bidder or the Owner of the STGU has a sufficient interest in real estate or other contractual right to construct the STGU at the location specified in the ISA (e.g., a lease, a deed, an exclusive option, etc.);
- d. Evidence that the Bidder or the Owner of the STGU has obtained all necessary governmental permits and approvals to construct the STGU, with the exception of ministerial permits, such as a building permit, and notwithstanding any pending legal challenge(s) to one or more permits or approvals; and
- e. A Bidder Certification Form, as provided in the Enrollment Application, signed by the Bidder.

For some STGUs, as needed:

- f. Evidence, if applicable, that the Bidder or Owner of the STGU has appropriate regulatory approvals to construct an STGU to be sited in a wetland Resource Area, as defined in 310 C.M.R. 10.04: Definitions, not including Buffer Zones, as defined in 310 C.M.R. 10.04: Definitions.
- g. Evidence, if applicable, that the STGU site is on real property included in the State Register, as defined in 950 C.M.R. 71.03: Definitions, and that the Bidder or Owner of the STGU has appropriate regulatory approvals to construct the STGU;
- h. Evidence as to which Category of Land Use the STGU falls under, pursuant to 225 C.M.R. 20.05(5)(e) (i.e., Category 1, Category 2, or Category 3), which may require zoning information for the site and square footage of modules. If applicable, provide evidence that the STGU is a Category 2 or 3 Land Use facility, and if the STGU seeks to

- claim an exception from the requirements of 225 CMR 20.06(1)(c), demonstrate that it provided evidence to DOER prior to submitting its bid under this RFP that the STGU satisfied all criteria of 225 C.M.R. 20.06(1)(c) as of June 5, 2017; and
- i. Evidence, if applicable, that the STGU qualifies for an exception to the project segmentation rules under 225 C.M.R. 20.05(5)(g), and if the STGU seeks to claim that it qualifies for an exception under 225 C.M.R. 20.05(5)(g)6. or 7., provide evidence that it submitted a request to DOER for a determination of its eligibility for such an exception prior to bid submission.

#### *4.6 Changes or Cancellations*

The terms and conditions of this RFP may, at any time, be changed, postponed, withdrawn and/or canceled, including any requirement, term or condition of this RFP, any and all of which shall be without any liability to the EDCs, the SPA or DOER. Any changes to or cancellations of this RFP will be posted on the SPA's RFP website.

#### *4.7 Preparation of Proposals*

Each Bidder shall have sole responsibility for carefully reviewing this RFP document and the requirements of the web application portal, and for thoroughly investigating and informing itself with respect to all matters pertinent to this RFP and its proposal. Bidders should rely on information provided in this RFP when preparing their proposals. Each Bidder shall be solely responsible for and shall bear all of its costs incurred in the preparation of its Proposal and/or its participation in this RFP.

#### *4.8 Requests for Additional Information*

Following the submission of proposals, the SPA may request clarification and additional information from Bidders at any time during the evaluation process. Bidders who do not respond promptly to such information requests or do not provide adequate information may be eliminated from further consideration.

#### *4.9 Limitation of Liability*

Neither this RFP nor any other aspect of this solicitation shall create an agency, partnership, joint venture, or co-tenancy relationship among the EDCs, the SPA, the DOER, or their respective employees, or any other individuals or entities involved in the development or

administration of this RFP (collectively, the “RFP Parties”), nor any other relationship or liability beyond those (if any) explicitly adopted in writing and executed by authorized representatives of the applicable RFP Parties. None of the RFP Parties shall be liable for any act or omission of any other RFP Party. Neither this RFP nor any other aspect of this solicitation creates or is intended to create third-party beneficiaries hereunder. In no event will an RFP Party be liable to any person for special, incidental, punitive, exemplary, indirect or consequential damages or lost profits, whether by statute, in tort or contract or otherwise.

Bidders shall, at their own cost and expense, defend, indemnify and hold harmless the SPA and the EDCs, the DOER, and their related parent, subsidiaries and affiliates and their officers, directors, trustees, employees, shareholders, executors, administrators, successors and assigns against any and all manner of past, present, or future claims, demands, disputes, controversies, complaints, suits, actions proceeding or allegations of any kind which in any manner relate to arise out of, or result from any false statements or misrepresentations, intentional or unintentional, in its proposal, or breach of any covenant by the Bidder set forth herein.

#### *4.10 Validity of Bid and/or Bidder Information*

If any information provided by the Bidder changes or fails to remain valid, it is the sole responsibility of the Bidder to notify the SPA and the EDCs of such change. Failing to do so may result in disqualification of the Bidder and its proposal for the solicitation.

### **5. EVALUATION AND SELECTION PROCESS**

#### *5.1 Ranking*

Proposals that meet the eligibility criteria in 225 C.M.R. 20.07(3)(a)2 shall be ranked by each EDC by Bid Price, prioritizing lowest to highest. After proposals have been ranked by Bid Price, each EDC shall select any eligible proposals up to the amount of MW identified in Section 2.2 of this RFP being solicited by that EDC respectively, with the highest Bid Price selected for each EDC setting the Clearing Price in that EDC’s service territory. These results will then be submitted to the DOER for its review and acceptance or rejection as noted in Section 3.2.2. of this RFP.

#### *5.2 Tiebreaker Procedure*

In the event that one or more STGUs provided the same Bid Price and there is insufficient capacity available within an EDC's service territory to select each of the STGUs, a random number will be electronically assigned to each STGU by the SPA under the supervision of the EDC and DOER and STGUs will be selected under this RFP by ranking the random numbers assigned from lowest to highest.

#### *5.3 Unallocated Capacity*

Should an EDC not procure the full amount of capacity solicited, as described in 225 C.M.R. 20.07(3)(a)9., the DOER may allocate any remaining capacity to a future Capacity Block. In such case, the Clearing Price would be set by the highest bid accepted for that EDC, subject to review by the DOER.

#### *5.4 Termination of Solicitation*

As authorized by 225 C.M.R. 20.07(3)(a)(12), if the DOER, in consultation with the EDCs, determines that reasonable proposals were not received or that one or more of the solicitations was not competitive, DOER, in consultation with the EDCs, may terminate the one or more of the solicitations, and may require additional solicitations or administratively set a Clearing Price and initial Base Compensation Rate to fulfill the requirements of 225 C.M.R. 20.07(3)(a).

#### *5.5 Post-Selection Requirements*

The selection and notification of STGUs will begin as soon as an EDC's eligible bids have been ranked. Once a Bidder is provided with a Purchase Price, it has a maximum of five (5) Business Days to affirmatively notify the SPA and the EDC that the Bidder accepts the Purchase Price, or that it rejects the Purchase Price and seeks to withdraw the STGU from this RFP. No response at all by a Bidder to a Purchase Price will be construed as the Bidder's acceptance of the Purchase Price. If any STGUs selected in the first ranking reject the Purchase Price and withdraw from this RFP, the Clearing Price and an associated STGU Purchase Price will be offered to the next eligible STGU(s) in the ranking in an attempt to fill the EDC's available capacity. The SPA and the EDCs will endeavor to develop a final list of selected STGUs no later

than January 11, 2018. After the final list of selected STGUs has been developed, DOER will issue each STGU on the list a SMART Statement of Qualification pursuant to 225 C.M.R. 20.00.

If an accepted STGU was previously qualified as a Solar Carve-out II Renewable Generation Unit, it must notify the EDCs and DOER of the forfeiture of its RPS Class I Statement of Qualification of the Solar Carve-out II Renewable Generation Unit within fifteen (15) Business Days of its acceptance.

## **6. LOSS OF SMART OR TARIFF ELIGIBILITY AND FORFEITURE OF PERFORMANCE DEPOSITS**

### **6.1 *Revocation of SMART Statement of Qualification***

If an STGU fails to comply with any applicable requirement of 225 C.M.R. 20.00 *et seq.*, it will be subject to the provisions in 225 C.M.R. 20.11(3): “Suspension or Revocation of Statement of Qualification.”

### **6.2 *Revocation of SMART Tariff Eligibility***

If a STGU fails to comply with any applicable terms and conditions of an EDC’s SMART Tariff, it will be subject to potential loss of eligibility under the termination provisions of the SMART Tariff, as approved by the DPU.

### **6.3 *Forfeiture of Performance Deposits***

If a STGU fails to meet any of applicable requirements of this RFP, 225 C.M.R. 20.00 *et seq.*, or the applicable SMART Tariff prior to its Commercial Operation Date, it may forfeit its right(s) to the Performance Deposit in Section 6.4, below.

### **6.4 *Refund of Performance Deposits***

Any Bidder with a STGU that is not selected under the RFP will have the Performance Deposit refunded. In the event that a bid is selected under this RFP and the Bidder withdraws the bid within five (5) days of its selection, the Bidder shall be entitled to a refund of its Performance Deposit. However, pursuant to Section 3.1(b)8. of this RFP, above, and as required by 225 C.M.R. 20.07(3)(a)2.h., a bid that is selected under this RFP and that is withdrawn after

selection will not be eligible to submit another SMART enrollment application until 800 MW of STGUs have been qualified for SMART.

A facility with a bid selected under this RFP is constructed within twelve (12) months of the SMART Program Effective Date, as defined in 225 C.M.R. 20.05(2), shall be entitled to a refund of its Performance Deposit.

## **7. TARIFFS AND REGULATORY APPROVAL**

A Bidder must agree to the terms and conditions established by this RFP, the applicable EDC SMART Tariffs approved by the DPU, and any market participation requirements later deemed necessary with regard to settlement of products from the STGU, as allowed by the tariffs. Bidders will be notified whether or not they have been selected under the RFP. Upon DPU approval of each EDC's individual SMART Tariff, the EDC will provide any selected STGUs with authorization to operate pursuant to the terms of the SMART Tariffs. If the DPU does not approve SMART Tariffs for a specific EDC, or rejects aspects of an EDC-specific tariff that denies that EDC full cost recovery of payments to systems selected through this solicitation, such EDC reserves the right to terminate the selection of any or all facilities selected through this solicitation, and the Performance Deposit of any Bidder with an STGU so terminated will be refunded.