# Massachusetts SMART Program Solar Program Administrator (SPA)

# Request for Proposal

Solar Program Administrator (including Website Development & SMART Program Application Tracking System)

A collaboration between the Massachusetts Electric Distribution Companies (EDCs) – Eversource, National Grid and Unitil.

Release Date: July 18, 2017

Proprietary and Confidential

Interested bidders must be registered within the Eversource "SAP Ariba Sourcing" purchasing system . The RFP will be issued on Tuesday, July 18, 2017. Please contact us to be able to register, view the RFP, and submit your bid.

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NOTE: This document highlights the Regulations, 225 CMR 20.00 et seq., at a high level. It is the responsibility of the respondent/Solar Program Administrator to comply with all aspects of the Regulations beyond what is specifically highlighted in the overview. Additionally, the requirements of the RFP, including schedule are subject to change upon final approval of the DOER regulations.

#### 1 INTRODUCTION - SMART PROGRAM

The Massachusetts Department of Energy Resources (DOER) has recently announced the new Solar Massachusetts Renewable Target (SMART) Program. On June 5, 2017, the DOER issued Emergency regulations, 225 CMR 20.00 et seq., which are included in Attachment A and define the program and requirements. The purpose of the program is to establish a statewide solar incentive program to encourage the continued development and use of generating units that use solar photovoltaic technology by residential, commercial, governmental and industrial electricity customers throughout the Commonwealth.

#### **Solar Program Administrator (SPA)**

The DOER document described above and included in Attachment A describes the need for a Solar Program Administrator (SPA) supporting the Electric Distribution Companies (EDCs) in Massachusetts. The general role of the SPA includes, but is not limited to the following:

- develop and manage the initial Block 1 Competitive Procurement RFP (100 MW aggregated statewide, but each EDC must direct its portion of the RFP independently),
- interface with the public, both online and with live support (develop and maintain a website),
- accept and review applications (develop and maintain an application portal)
- collect, manage and track fees (application, RFP and deadline extension)
- make recommendations regarding applications
- provide complete applications for DOER review and approval
- calculate total compensation rates
- communicate correct data to DOER and to the EDCs, and
- provide regular reporting to the EDCs
- Secure and maintain complete data and records.

The DOER will have an oversight role over each of the EDCs for completion of these tasks in this RFP.

#### **Contract Process**

All tasks will be conducted under an agreement(s) with each of the three Massachusetts EDCs: Eversource, National Grid and Unitil (through their respective operating companies). Additionally, a sample cost sharing agreement is included in the Ariaba system. The utilities will assign a contact person at each utility and a lead contact for all utilities will be assigned at the time of contract.

#### **Massachusetts EDC Members**

Below is a table showing the participating program administrators that comprise the MA EDCs with the approximate number of their customer populations.

EDC	Customer Populations
	(Approximate)
Eversource Energy	3,500,000
National Grid	3,400,000
Unitil	184,000

#### **Eversource Energy**

Eversource, formerly Northeast Utilities (NYSE: ES), a Fortune 500 and Standard & Poor's 500 energy company with headquarters based in Connecticut and Massachusetts, operates New England's largest energy delivery system. Eversource is among the 10 largest electric utility systems in the country and the largest in New England with over 8,250 employees serving customers in Connecticut, Massachusetts and New Hampshire across 525 cities and towns.

The Eversource operating subsidiaries are listed below furnishing electric and gas service to more than 3 million customers. Eversource service territory includes:

Operating Company	Square Miles	Customers
Eversource CT Electric	4,400	1,215,000
Eversource Eastern MA Electric	1,702	1,168,000
Eversource NH Electric	5,628	500,000
Eversource Eastern MA Gas	1,067	272,000
Eversource CT Gas	2,341	212,000
Eversource Western MA Electric	1,490	207,000

In addition to its regulated operating companies, the Eversource system also includes a support services subsidiary and real estate holdings.

Eversource owns and operates more than 4,500 miles of transmission circuits, 72,000 miles of distribution conductors, and over 760 substations providing reliable electric delivery in three states. Connecticut and Eastern Massachusetts distribute natural gas safely through in excess of 5,500 miles of underground pipelines. Eversource owns 43,000 acres and 2,600 miles of right of way corridor.

#### **National Grid**

The number of Electric customers served by National Grid:

Massachusetts: 1.4 million
New York: 1.7 million
Rhode Island: 475 thousand

#### **Unitil Corporation ("Unitil")**

Unitil's principal business is the local distribution of electricity and natural gas to approximately 184,000 customers throughout its service territories in the states of New Hampshire, Massachusetts and Maine. Unitil is the parent company of three wholly-owned distribution utilities: i) Unitil Energy Systems, Inc., which provides electric service in the southeastern seacoast and state capital regions of New Hampshire, including the capital city of Concord, ii) Fitchburg Gas and Electric Light Company, which provides both electric and natural gas service in the greater Fitchburg area of north central Massachusetts, and iii) Northern Utilities, Inc., which provides natural gas service in southeastern New Hampshire and portions of southern and central Maine, including the city of Portland, which is the largest city in northern New England. In addition, Unitil is the parent company of Granite State Gas Transmission, Inc., an interstate natural gas transmission pipeline company that provides interstate natural gas pipeline access and transportation services to Northern Utilities in its New Hampshire and Maine service territory. Together, Unitil's three distribution utilities service approximately 104,300 electric customers and 79,900 natural gas customers.

The number of customers served as of December 31, 2016 is as follows:

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Unitil Energy Systems, Inc.:	75,273
Fitchburg Gas and Electric Light Company:	28,999
Total	104,272

Gas:

Northern Utilities Inc.	64,144
Fitchburg Gas and Electric Light Company	15,794
Total	79,938

Total Customers Served 184,210

Unitil owns and operates more than 1,700 pole miles of overhead transmission and distribution circuits, and 49 substations providing reliable electric delivery in Massachusetts and New Hampshire. Unitil also safely distributes natural gas in these three states through more than 1,400 miles of underground pipelines.

# <u>Selected documents listed below are referenced within this RFP and included as Attachments:</u>

Referenced Documents	RFP Section
225 CMR 20.00: Solar Massachusetts	Attachment A
Renewable Target (SMART) Program	
Sample roles and process flow	Attachment B
Matrix of Program Attributes	Attachment C
Desired Functional Requirements:	
Block 1 Competitive Procurement RFP	Attachment D
Website Desired Functionality	Attachment E
Application Portal Functionality	Attachment F
Security Requirements	Attachment G
Service Territory	Attachment H
Guaranteed Service Level Performance	Attachment I

#### SCOPE (Tasks 1-7)

#### Task 1. Run Competitive Solicitation as Process Agent for the EDCs

The SPA will issue a Request for Proposals (RFP) at the direction of the EDCs for the initial competitive solicitation as required by 225 CMR 20.00. The SPA shall apply all program selection rules to proposals received, and will provide the eligible list of recommended awardees to the EDCs, under direction of the EDCs and in consultation with DOER.

Develop an electronic automated bidding platform and calculate the resulting base tariff rate that results from the competitive procurement.

#### Reference: Compensation Rates and Block Management:

The SPA will be required to conduct a one-time Competitive Procurement for Proposed Solar Tariff Generation Units sized between 1 MW AC and 5 MW AC. And the compensation for energy and capacity will be established and paid pursuant to tariffs approved by the DPU under 220 CMR 8.00.

Note: The initial RFP is a separate and distinct activity separate from the ongoing process of receiving, reviewing, and approving applications. The Block Management activities are further defined in Task 4.

Please reference Attachment D for the Block 1 Competitive Procurement RFP required functionality. This should also include collection of bid fees (Performance Guarantee and Deadline Extension) as allowed under 225 CMR 20.07 (3) (a) 2.i.

#### Task 2. Build and maintain a public facing website for the SMART Program

The SPA will be required to build a website for the SMART Program. The website will contain all relevant program documentation, information, links to forms (developed with the SPA, EDCs and DOER approval) and applications, any relevant programmatic announcements, and a real-time dashboard of program status and capacity availability by EDC service territory. The website will need to comply with all corporate brand, cobranding and web requirements of the participating utilities and the DOER. The DOER will have final approval over content posted on the website.

Please reference Attachment E for the Website's required functionality.

#### Task 3. Build and maintain online application platform for SMART Program

The SPA will be required to build an online application platform, and/or integrate with the EDCs online platforms for interconnection application, that the Owners and Authorized Agents of Solar Generation Units will be able to utilize to submit applications to the SMART program. Respondents will be required to submit pricing for both:

- 1. A centralized system that would integrate or communicate with EDC systems; (Note: DOER's preference would be to have a single portal with each EDC having visibility of facilities located within its service territory)
- 2. A decentralized approach that would use a portal for each EDC (if available)

The EDCs have requested that the respondents provide specific technical performance, customer experience, and Information Security requirements for both options which are attached to this RFP. Each EDC has company-specific requirements (including security requirements and policies for protection of customer information) that the SPA will be required to observe which are also attached.

The application platform selected will also include intake of information necessary to apply for and process a Statement of Qualification for the Solar Massachusetts Renewable Target (SMART) and Class I Renewable Portfolio Standard (RPS) Programs, and such information will be delivered or accessible to the DOER for the formal review and potential approval of facilities as both SMART and RPS Class I eligible resources as well as accept customer application payments. The application platform may utilize existing processes, if applicable, and software where cost effective and beneficial to the customer experience, and must be designed to the specifications of the EDCs, in consultation with DOER. Such platform will be jointly owned and co-branded to each utility with co-branding of DOER in accordance with EDC branding and web guidelines. Such platform or portal integration will deliver to DOER and each EDC all information about eligible and non-eligible systems, the total rate of the tariff such systems are eligible for, and information about enrollment in other utility tariffs, (i.e., EDCs Net Metering tariffs, etc.), in an electronic format agreed to by each utility.

The platform must also:

- 1. Collect the required information and consent documents for the registration of solar units less than 25 kW AC in each EDC SMART Aggregation for Renewable Energy Credit (REC) administration purposes, and collect and then transmit required assignment documents for the assignment of solar units greater than 25 kW AC to the NEPOOL GIS Account of each applicable EDC.
- 2. Be capable of providing application data to Mass Clean Energy Center (CEC's) Production Tracking System (PTS) for system registration, if required;
- 3. Provide real-time reporting functionality that the DOER and the EDCs can access at 24/7,
- 4. Allow users to establish accounts, store information including payment information, and accept and process secure application payments fees from users

Please reference Attachment F for the Application Portal's required functionality which can be supplemented during the design sessions.

# <u>Task 4. Coordinate with EDCs and the DOER to review Applications of Solar Tariff Generation Units & Block Management</u>

The SPA will be responsible for the initial review of all SMART Program applications and making a recommendation on the eligibility of Solar Tariff Generation Units for the SMART and Renewable Portfolio Standards (RPS) Class I Programs to the DOER. The SPA is obligated to collect and manage all application documents and to make qualification recommendations to the DOER and the EDCs. The SPA will be required to establish application review protocols and procedures as well as data sharing capabilities in coordination with the DOER and the EDCs, with the DOER retaining ultimate authority to qualify prospective Solar Tariff Generation Units under the SMART Program and RPS Class 1. The SPA will also provide the necessary review data to the DOER, which will retain ultimate authority over the approval of applications. The SPA will also provide the necessary review data to the EDCs following the DOER's approval for final enrollment of the applicants' facilities under the SMART Program tariff(s) on a schedule and format agreed to by the utilities. Reference Block Management in Attachment D.

**Reference:** Basic Eligibility: The SPA will need to screen all projects to ensure that the project meets the basic eligibility requirements as outlined in CMR 225 20.05(5).

The SPA will also be responsible for communicating with the EDCs and building an interface to confirm specific EDC information including all system data, applicant data and tariff payment status and energy payment program enrollment data.

Reference: <u>Reservation Period</u>: SPA is required to manage the blocks and the resulting reservation period and communicate with the applicant the reservation period and manage the project that has exceeded the reservation period, either in the form of an extension or disqualification.

Block Management:

The SPA will be required to manage the blocks as described in 225 CMR 20.05, with further clarification from the EDCs. See Task 4 and Attachment D.

After Block 1, the SPA will then utilize the electronic automated bidding platform with the resulting base tariff rate that is derived from the competitive procurement. The SPA will build functionality that allows applicants to see the status of block availability for each EDC territory and that status should be automated and updated immediately upon qualification of a project for the SMART Program.

Qualification and Block Reservation Process: the SPA will be required to review applications and will notify the applicant when the Statement of Qualification Application is administratively complete or if additional information is required pursuant to 225 CMR 20.06(2).

The SPA is also responsible to provide notice to the applicant that the project is not eligible under the SMART Program, including the reasons for such finding.

#### Task 5. Act as a central point of contact for applicants to the SMART Program

The SPA will be responsible for providing application and eligibility support to applicants involved in the SMART Program, including but not limited to the general public, Solar Tariff Generation Unit Owners, and Authorized Agents. Minimum service level requirements shall include, but not be limited to, hours of operation, maximum wait times, chat functionality, email notifications of application receipt and processing, and customer satisfaction measurement and minimum attainment standards. The SPA will set up a procedure for ensuring that issues that require the attention of the EDCs, the DOER, and/or the Department of Public Utilities are brought forward to the appropriate individuals and shall work with each of these entities to establish an ongoing protocol for resolving specific types of questions, issues, and disputes. After enrollment in the tariff, the responsibility for SMART customer contact and care may shift to the EDCs. The EDC's, DOER, and SPA will jointly develop program metrics (i.e., performance, compliance, error mitigation, customer response). Penalties may be assessed for non-compliance with defined metrics.

#### Reference in 225 CMR 20.00: Change in Eligibility of System Ownership:

The SPA is required to manage the communication for any change in eligibility and for system ownership prior to the time of enrollment in the program. After an applicant is approved for the program and such information is transmitted to the EDC, the enrolled participant would provide such information changes directly to the DOER and the EDCs.

#### Task 6. Identify the rate that applies to each applicant.

The SPA will be responsible for providing the DOER and the EDCs with the recommended final tariff compensation rate that will apply to each Solar Tariff Generation Unit based on

the base compensation rate, block, any applicable adders/subtractors, tariff term length, and project designation such as net metered, alternative on-bill credit, or non-net metered. Once approved by the DOER and the Statement of Qualifications has been issued to applicant, this rate and the basis therefore will be transmitted with other information about the applicant and generation system to each relevant EDC along with relevant regulatory approval for the payments, in a means that is secure, auditable, digital and resilient. This will include the management of progression through the blocks within each EDC territory, and the assignment of base tariff rates associated with each block, including minimum and maximum block amounts for different enrollment groups and adders.

Reference in 225 CMR 20.00: Base Compensation Rate. The SPA will be responsible for determining the base compensation rate, and any adders, as defined in 225 CMR 20.00. Specifically, the SPA will need to review all application for the possible adders and/or combination or adders, and limits to such adders and determine the specific individual compensation rate per project. SPA will also be required to determine if such project receives a greenfield subtractor.

#### **Location Based Adders**

<u>Brownfield:</u> SPA will be required to ensure that a project is located on a Brownfield site if seeking the Brownfield Adder. The SPA will also be required for any required ongoing verification of this eligibility and communication to the DOER and the EDC if the project is no longer eligible for such adder in a timely manner.

<u>Eligible Landfill</u>. The SPA will be required to ensure that a project is located on an Eligible Landfill site if seeking the Landfill Adder. The SPA will also be required for any required ongoing verification of this eligibility and communication to the DOER and the EDC if the project is no longer eligible for such adder in a timely manner.

#### **Building Mounted Solar Tariff Generation Unit:**

SPA will be required to ensure that a project is Building Mounted if seeking the Building Mounted Adder. The SPA will also be required for any required ongoing verification of this eligibility and communication to the DOER and the EDC if the project is no longer eligible for such adder in a timely manner.

#### Canopy Solar Tariff Generation Unit:

SPA will be required to ensure that a project is located on a Canopy if seeking the Canopy Adder. The SPA will also be required for any required ongoing verification of this eligibility and communication to the DOER and the EDC if the project is no longer eligible for such adder in a timely manner.

#### Agricultural Solar Tariff Generation Unit:

SPA will be required to ensure that a project is located on an Agricultural site if seeking the Agricultural Adder. The SPA will also be required for any required ongoing verification of this eligibility and communication to the DOER and the EDC if the project is no longer eligible for such adder in a timely manner.

#### **Off-Taker Based Adders**

Community Shared Solar Tariff Generation Unit: The SPA will be required to ensure that a project is a Community Shared Solar Tariff Generation Unit and determining and communicating that such project meets the requirements to qualify as a Community Shared Solar Tariff Generation Unit (ex. Three or more customers of Record and meets the load share as defined in the regulations). The SPA will also be responsible for any required ongoing verification of this eligibility and communication to the DOER and the EDC if the project is no longer eligible for such adder in a timely manner.

Low Income Community Shared Solar Tariff Generation Unit: SPA will be required to ensure that a project is a Low-Income Community Shared Solar Tariff Generation Unit if the project is seeking the Low-Income Community Shared Solar Tariff Generation Adder. The SPA will also be responsible for any required ongoing verification of this eligibility and communication to the DOER and the EDC if the project is no longer eligible for such adder in a timely manner.

Low Income Property Solar Tariff Generation Unit. The SPA will be required to ensure that a project is a Low-Income Property Solar Tariff Generation Unit if the project is seeking the Low-Income Property Solar Tariff Generation Adder. The SPA will also be responsible for any required ongoing verification of this eligibility and communication to the DOER and the EDC if the project is no longer eligible for such adder in a timely manner.

<u>Public Entity Solar Tariff Generation Unit</u>. The SPA will be required to verify if a project is a Solar Tariff Generation Unit sited on property owned by a Municipality or Other Governmental Entity and is either:

- (a) owned or operated by a Municipality or Other Governmental Entity; or
- (b) has assigned 100% of its output to Municipalities or Other Governmental Entities. The SPA must have a system capable of receiving documentation from the Applicant to verify this information.

#### Storage Adders

<u>Energy Storage</u>: The SPA will be required to ensure that a project is co-located with an Energy Storage System. The SPA will also be responsible for any ongoing verification of this eligibility and communication to the DOER and the EDC if the project is no longer eligible for such adder in a timely manner.

#### **Solar Tracking Adder**

The SPA will be required to ensure that a project meets the qualification for the adders as identified in the documentation (location based, offtake, storage and tracking). The

SPA will also be responsible for any ongoing verification of this eligibility and communication to the DOER and the EDC if the project is no longer eligible for such adder in a timely manner.

The SPA will be required to build an application platform that requires the applicant to designate the payment arrangement that the applying project means to use and qualifies for to receive payment for energy and capacity. As currently designed, the payment for energy may be through:

- a. Net Metered Generation Unit. The SPA will be required to verify that the project is a net metered generation unit and has registered as such with the EDC and the system that the SPA builds will be required to build an application and block management system that is capable of verifying the SMART Project is a Net Metered Generation Unit.
- b. Standalone Solar Tariff Generation Unit. A Solar Tariff Generation Unit that serves no associated On-site Load other than parasitic or station load utilized to operate the Generation Unit.
- c. State Qualifying Facility. Means a Qualifying Facility, as defined by the DPU in 220 CMR 8.02: Definitions, or any successor rule.
- d. A Behind the Meter system, and calculate the approved net tariff payment amount using the applicable three year historic average rate of the approved customer account.

# <u>Task 7. Retain Secure Records and Meet All Security and Customer Information Protection Requirements of the EDCs</u>

The SPA will maintain secure archives of all information and transmittals, all communications with the EDCs, the DOER, and applicants, and meet all digital security and privacy requirements to be detailed in a final Design Requirements Document to be agreed to as part of the Master Service Agreement with the EDCs. Standard Information Security Requirements are in Appendix D.

Note: Any application submitted to the portal becomes a public record, which the DOER has an obligation to maintain in accordance with state public record laws. The SPA will be required to ensure that the DOER's access to these records is maintained and accessible and in full compliance with the Commonwealth of Massachusetts Public Record Laws

# **DOER Proposed SCHEDULE for the Tasks**

The SPA shall prioritize and complete the Scope of Work according to the following schedule:

Task 1

The SPA will develop all review processes, website content, and application forms and online submission process or portal for accepting such applications for the 100 MW Block 1 Solicitation, to meet the deadline of issuance required by 225 CMR 20.07(3)(a)1.

#### Task 2

The SPA shall complete this task by providing the EDCs and the DOER a preview of a public facing website by no later than February 1, 2018 and a final website by no later than April 1, 2018.

#### Tasks 3-7

The SPA shall complete these tasks by coordinating with DOER and the EDCs for the development of the platform and all services above by no later than November 1, 2017 (for Task 1), a platform capable of testing applications by no later than February 1, 2018, and a platform capable of accepting applications by no later than April 1, 2018. All service personnel required will be trained and available to serve the public no later than April 1, 2018.

#### **Other Considerations**

Based on your proposal on the following assumptions, feel free to provide an alternative value added proposal:

- In addition to the initial design/build portal (customer and RFP block management), we anticipate a three-year maintenance contract with two annual renewal options based on mutual agreement.
- The DOER is anticipating that the SPA can charge an application fee to support the ongoing operation of the application process and maintenance of the system. The Respondent shall indicate in its proposal the application fee the Respondent proposes to collect to cover application and evaluation process costs. As such, the system must be able to support electronic payments, and requisite payment security protocols. The fee structure shall be overseen by the EDCs and DOER.

# 2 Detailed Response Requirements

#### Administrative Technical and Contractual Contact

Eversource will use its sourcing tool, Ariba to manage the bid process associated with this RFP. Respondents must use this tool for all communications with Eversource relative to the RFP.

Registration and access to all RFP documents will be performed in the Ariba system. Technical questions regarding use of the tool should be directed towards the ARIBA help desk at 1-866-218-2155. All other communications shall be conducted through the ARIBA messaging system. A question and answer timeline is also provide in the RFP timeline.

Any questions concerning technical specifications, Statement of Work (SOW), Contractual Terms and Conditions, or Proposal must be directed to our Procurement Department via the Ariba software. Information sent to any other address or copies sent to any other person, unless authorized by Eversource procurement, may cause your proposal to be disqualified. Your RFP response must be uploaded into our Ariba software system prior to the deadline specified below. Responses received after the due date will not be considered.

#### **Confidential Information**

This document contains confidential information about the EDCs, and is not to be copied, reproduced, lent or disposed of, nor used for any purpose other than that specified herein without the express prior written permission of the EDCs. In accepting this RFP, the recipient agrees that the information set forth below will be kept confidential. Respondent shall maintain all data furnished by the MA EDCs as strictly confidential information and shall not, unless otherwise required by law, disclose the source of such data to any person except with the written consent of the EDCs. All data furnished by the MA EDCs shall remain in the custody of the Respondent.

Respondent shall promptly notify the MA EDCs of any data which is required by law to be disclosed to any person.

This RFP is confidential and for the sole use of your company's preparation of a proposal. By your company's acceptance hereof, your company agrees:

- 1. Not to disclose, copy, or distribute this RFP and attachments and any other data or information provided by the EDCs in whole or in part to persons other than your company's employees and agents on a need to know basis, who have acknowledged and agreed to these restrictions, and who are authorized by nature of their duties to receive such information.
- 2. To return to the EDCs the data, information and materials upon the EDCs' request.
- 3. Not to use any information in this RFP and any attachments or any other materials provided by the EDCs or related to the business affairs or procedures of the EDCs and any of their affiliates for your own advantage, other than in responding to this RFP.
- 4. That the EDCs reserve the right to retain all materials submitted by you. To the extent those materials include Respondent confidential information the EDCs and the DOER shall use reasonable efforts to protect such information, but provide no assurance that such information shall remain confidential in any judicial or regulatory proceeding or filing.

#### **Schedule of Events**

All proposals are due electronically via Eversource's Ariba tool. Any proposal received after the required date specified for receipt shall be considered late and non-responsive. Any late proposals will not be evaluated for award.

Action Item	Due Date
Public Notice Issued	July 14, 2017
RFP Issued	July 18, 2017
Vendor Meeting	July 25, 2017
Questions due by Vendors	July 26, 2017
Answers due by EDC's	Aug 2, 2017
Bid Close	Aug 14, 2017
<b>Vendor Presentations (if needed)</b>	TBD (Aug 15-25)
Vendor Contracted	On or before Oct 1, 2017
<b>Block 1 Competitive Procurement</b>	On or before Oct 31, 2017
RFP	
Platform capable of accepting	April 1, 2018
applications	
Training	May 1, 2018

Selected respondents shall be required to prepare and demonstrate their products to the EDCs' personnel and/or provide a hands-on environment for the EDCs users to experiment with. These demonstrations will focus primarily on a series of pre-defined scripts prepared by the EDCs, but may also address any other functionality within the product that the EDCs wishes to see. When a demo is requested, the EDCs will provide the agenda and the details for the session in advance.

# **Guidelines for Proposal Presentation**

Award of the contract resulting from this RFP will be based upon the proposal most advantageous to the EDCs in terms of cost, functionality, and other factors. MA EDCs reserve the right to:

- Reject any or all offers and discontinue this RFP process without obligation or liability to any potential Respondent
- Negotiate with any Respondent
- Accept other than the lowest priced offer

Respondent's proposal shall be submitted in accordance with the outline below.

Respondent's proposal will be incorporated into the final agreement between the EDCs and the selected Respondent.

The EDCs expect to negotiate and contract with only one "prime vendor". The prime vendor will be responsible for the management of all subcontractors, if any. The EDCs will not accept invoices from subcontractors or become part of negotiations between the prime vendor and a subcontractor.

By submitting a proposal, respondent represents that:

- 1. Respondent has read and understands this RFP and Respondent's response is made in agreement and compliance with the RFP. All terms and conditions set forth herein are accepted and incorporated in the proposal.
- 2. The proposal is issued by an authorized representative of respondent.
- 3. The proposal shall remain valid for a period of not less than 180 days.
- 4. Respondent possesses the capabilities, personnel, technology, technical property rights and financial resources to provide the services in the proposed solution.
- 5. The Respondent is bidding independently and has no knowledge of a proposal submitted by any other party except as specifically disclosed in its proposal.

#### **Proposal Structure**

Please indicate which solutions you will be submitting a proposal for within your response sections. It is required that respondents submit each of the following sections within the RFP response document:

# Scope, Approach, & Methodology

This section should include what you are bidding on and your detailed approach, focusing on these items:

- 1. Describe your process for integrating EDC data sources, if applicable.
- 2. Describe your process for performing data migration and conversion projects, if applicable.
- 3. Describe your process for application and data validation.
- 4. Provide a timeline and project plan including activity, objectives, and/or key steps in your approach, including a description of EDC resources required.
- 5. Identify deliverables and associated durations for the stages noted below.
  - a. Planning Phase
  - b. Design Phase
  - c. Demo
  - d. Build/Configure Phase
  - e. Test Phase
  - f. Delivery Phase

#### **Product Identification (if applicable)**

Provide the following information for each product and/or module proposed within the scope of your solution if applicable: Block 1 Competitive Procurement RFP, Website, and Application Portal.

- 1. Product name
- 2. Product functional description
- 3. Generic business function addressed
- 4. Current version
- 5. Version proposed
- 6. Complete release and patch history for the past three (3) years (include scheduled date for release as well as the actual date of release, and list of all patches)
- 7. Current release and retirement schedule for the proposed products

#### **Product Strategy**

#### **System Configuration & Maintenance**

- 1. Describe the product technical architecture
- 2. Describe the source control/version management procedures and software used in the development of the proposed products
- 3. How do you identify new product release features? In particular, how do you collect and prioritize feature enhancement requests?
- 4. What programming languages and tools were used in the design and development of this product?
- 5. What operating systems and platforms does this product support?
- 6. Provide a description of the vendor backup/recovery procedures

#### **Product Support**

Provide a description of your standard guidelines for post-implementation support. This explanation must include:

- 1. Levels of telephone support (hours of operations, guaranteed response and resolution time)
- 2. Requirements for onsite assistance
- 3. Debugging
- 4. Access to Respondent's web site for support, documentation, news, and issues
- 5. Describe how users will be added to/maintained in the system
- 6. Describe the configuration and management of role-level security, including the granularity of the security options of the various roles and dollar approval limits
- 7. Provide a roadmap for the evolution of the proposed solution.

# Block 1 Competitive Procurement RFP, Website and Application Portal Solution Capabilities

It is imperative that each of the requested components contain a comprehensive solution complete with all software necessary to successfully implement the solution.

Desired core capabilities of each system (Block 1 Competitive Procurement RFP, Website, and Application Portal) are defined later. Provide a detailed description and illustration where appropriate on how your solution delivers each standard self-service capability (those functions that users can fulfill on their own through the user interface). Be sure to identify simplification features (e.g., single-click, auto-form population) within your solution for the below capabilities. These questions are essentially requests for use cases.

If any are not self-service, describe the process involved (from request to implementation) and the estimated delivery time.

Responses to this RFP should define what input screens are being proposed, with associated data fields, and should follow a logical process flow with information on:

- leads
- completed but unsigned applications
- signed applications
- submitted applications

Upon acceptance of the proposal, a working sandbox of the application must be supplied to understand the application. Please answer each area from each system where applicable (Electronic Block 1 Competitive Procurement RFP, Website, and Application Portal).

# **Application Data Entry**

- 1. Describe how a customer would apply using your system.
- 2. Describe how data entry validation is accomplished.
- 3. Describe what help and online guide tools will be available to help customers with defining what information should be provided.
- 4. Describe how a customer can confirm that their information is entered correctly and that documents have been appropriately uploaded.

# **Determination of Appropriate Compensation Rate**

- 1. Describe how the SPA staff would determine if the applicant qualified and what compensation rate they were eligible for.
- 2. Describe how Compensate Rates would be calculated with your system.

# **Application Submission**

- 1. Describe how the system deals with customer agents in the application process.
- 2. Describe the application submission process.

# **Customer Submission Approval**

1. Describe your workflow and approval process.

- 2. Describe the communication between the SPA and the customer as the application is submitted for approval by the customer.
- 3. Describe how the complete and recommended compensation rate would be submitted to the DOER for approval, and then reviewed and approved within the system by the DOER's staff.

#### **Application Fee Collection and Account Management Processes**

- 1. Describe how will customers pay their application fees
- 2. Describe what forms of payment the site will accept, and how bank transfers or wire payments can be accepted, and how any payment method fees would be assessed
- 3. Describe the security protections around all transactions
- 4. Describe how fee payments will be tracked by utility and held in a bankruptcy remote account apart from the funds of the vendor
- 5. Describe how applicants can store payment preferences associated with their account on the site

#### **Customer Care and Communications**

- 1. Describe the staffing who will process the applications
- 2. Describe the communications channels and structure, including both live/voice and digital
- 3. Describe management oversight of all communications and other forms of quality control

#### **SPA Administration**

- 1. Describe how the SPA can create or modify a workflow by adding, removing, or modifying tasks, including configuration options.
- 2. Describe how EDCs can create and
- 3. an application form.
- 4. Describe how the contents, compensation rates, adders, etc. are kept current.
- 5. Describe how data validation rules are entered into the system.
- 6. Describe the hierarchy of administrative control in the system and the types of permissions available at each level.
- 7. Explain how the EDCs would evaluate the product for delivery prior to Unit Test.

#### Reporting

- 1. Describe how key reports are generated/created/saved (user query tool, advanced query tool, access to SQL, etc.), scheduled, and shared among various distribution channels, e.g., email, print, export (CSV, Excel, PDF, etc.).
- 2. Describe how system will aggregate reports across regulatory jurisdictions.
- 3. Describe user ability to run parameter-driven, multi-dimensional reports.

- 4. Describe how the system will provide access to the EDCs historical data for comparative analysis over years (reporting).
- 5. Describe how the system will provide regulatory and customer feedback reporting.
- 6. Describe how power users can create and share views with other users.
- 7. How will system ensure that data will be made available for integration with a 3rd-party tool such as Excel, SQL, or a hosted 3rd-party business intelligence solution (e.g. SalesForce) not operated by respondent? For example, the solution should be able to integrate with National Grid's SalesForce via web service calls.

#### **Workflow Management**

- 1. Describe the kinds of processes that can be governed by workflow rules.
- 2. Describe how the SPA can create or modify a workflow by adding, removing, or modifying tasks, including configuration options.
- 3. Describe how users can advance, waive, and recover workflow tasks.
- 4. Describe how users can track progress against Service Level Agreement dates (SLAs) that are established for each workflow step.
- 5. Describe how supervisors can anticipate future workloads based on expected completion dates in order to identify bottlenecks and properly balance subordinates' workloads when assigning tasks.

#### **Mobile Integration**

- 1. How does an authorized user obtain access to the system via mobile capability?
- 2. Explain how the solution would operate in a disconnected site, if applicable.
- 3. Describe how you would develop and email and/or print a customer-specific application remotely at the site.
- 4. Describe how your mobile application would handle customer data security.

# **Project Creation and Tracking**

1. Describe how you would create and track customer applications. Include how system would add applications, upload/store documents, approve phases, and notify the customer and EDCs on the appropriate compensation rates.

#### **Customer Contracted Vendor Interface**

- 1. Describe how a vendor can access the system and submit applications on behalf of a customer.
- 2. Describe how a contracted vendor can provide application updates plus modify details for projects they are customer authorized to work on.

#### **Communications**

1. Describe any available project communication features such as email notification, system-generated letters, chat room or instant message functionality, and user work queues.

- 2. Describe how one would trace the communication history between the SPA and the customer.
- 3. Describe the communications capability of the systems.
- 4. Describe any alter functionality.

#### **Compensation Rate Calculations Integration**

1. Describe how formulas will be integrated to determine the appropriate compensation rate (includes adders, subtractors, etc.).

#### **Administration Features**

- 1. Describe the system administrator features and functions.
- 2. Describe the System's ability to track historical changes and security items, allowing for a full audit capability.
- 3. Describe Document Management functionality, with versioning, annotating, and security.
- 4. Describe how a user would add or remove data elements from a form or change the field order or layout of a form.
- 5. Describe how a user/SPA/EDC would create or maintain user dashboards.
- 6. Describe how a user would import/export data for reporting or other purposes, if applicable.
- 7. Does the system have any limits on the volume/count of data records?
- 8. Does the system have the ability to complete data validations?
- 9. Does the system have the ability to capture, identify and report on data validation errors?
- 10. Describe how an administrator would record customer feedback on vendor performance.
- 11. Explain how the EDCs would make a "hands on" evaluation of the product for delivery prior to Unit Test.

# Data Flow / Process Models

In an effort to understand the data architecture, the EDCs would like one or more data models representing all entity relationships. Provide a graphical representation of all entities, relationships, and cardinality.

- 1. Describe all entities, such as customers, applications, projects, workflows, rates, etc.
- 2. Describe how the model is intended to scale for expanded data sources and capabilities.
- 3. Provide a description of the data model, the entities, and the entity relationships.
- 4. Provide a description of the API data transfer protocols with EDCs, if applicable.

System Performance and Security (reference Attachment G)

#### **Performance**

Vendors must provide their performance metrics from existing productions systems for other customers.

- 1. Describe the overall system performance for screen refreshes, data returns etc.
- 2. Describe vendor process for regular data base cleanup to ensure consistent performance of the application.
- 3. Describe data upload capability (how many records per minute?)
- 4. Describe transactional and analytical reporting processing time.

See Attachment I for desired Guaranteed Service Levels

#### **Error Recovery**

- 1. Describe the error handling and logging capability of the system.
- 2. Describe how the root causes of software defects are determined.
- 3. Describe and how error messages are displayed and configured.
- 4. Describe the process of reporting an operational problem with the system.
- 5. Describe the process of requesting an enhancement to the system.
- 6. Describe the Failover process when a server or process becomes unavailable.
- 7. Describe the Failover process if the main data center becomes unavailable.

# Security & Customer Privacy, where applicable

The following section explains the cyber security and customer privacy requirements for the platform.

The EDCs takes the privacy of its customer data very seriously. To this end, we will require the service provider be fully compliant with the existing data breach notification laws in Massachusetts as well as at the Federal level. This includes, but is not limited to, compliance with the Massachusetts 201 CMR 17.00 law, which requires encryption of certain data sent electronically over public networks, or on portable devices. Other statutes for data protection include:

- MA Chapter 15 Section 93H
- PCI DSS (if handling credit card data)

The EDCs has a separate set of cyber security standards attached in Appendix G. The respondent must return this completed document as a separate attachment file (include name of your firm in the file name, i.e., XYZ\_Corp\_Security\_Questionnaire) within your proposal response, along with any supporting documentation you may have (i.e., SOC2 Type II, PCI Compliance statement, or other third-party attestation of your security standards).

Vendors must be capable of providing cyber security insurance. Respondents must fully describe the cyber security insurance coverage that would be provided.

#### **Project Management Plan**

Include the method and approach used to manage the overall project and client correspondence, including the change request process.

- 1. Provide details of how the engagement will proceed from beginning to end.
- 2. Provide details on a proposed integration plan with the EDCs

Throughout the project, the respondent must establish and maintain procedures for project control, project tracking, and reporting progress. The respondent must describe the project control mechanisms to be used throughout the duration of the contract and must list and submit samples of specific project management and control products that will be utilized with this project. Sample status reports should also be submitted with the proposal.

- Manage the project tasks and activities
- Manage the subcontractors (if using them)
- Attend meetings as required
- Maintain the project implementation plan
- Prepare bi-weekly status reports and invoices as mutually agreed upon during the Project kick-off meeting. Each report should include at a minimum:
- Work status (in-progress, completed, or future) based on the scope of work, including deliverables to the EDCs from respondent's company and EDCs deliverables to the respondent's company
- Status of project schedule and project cost based on a time-phased budget directly related to the scope of the Work
- Forecasts of current status and estimated project resources required to complete the project
- Issues or problems encountered (not constrained to technical issues) or those with potential impact to the project progress and completion
- Meetings or conference calls held, planned, or required with the EDCs personnel
- Progress goals for the next two weeks

#### **Pricing**

The Respondent will provide a detailed breakdown of all costs required for ongoing operation of the proposed solution individually for the Block RFP, Website, Application Portal and Solar Program Administration services as outlined in the pricing matrix. The EDCs require the Respondent to fully identify costs associated with the proposed solution.

The EDCs acknowledge that the Vendor may be required to make some assumptions about the EDC's environment or about specific requirements. These assumptions should be

minimized by submitting questions through the bidder conference process. Any assumptions made by the Vendor in regard to this RFP shall be documented in this section. Also any of these assumptions should have an associated line item with cost described for that line item/assumption.

Additionally, any oversight or unintentional omission by the EDCs in regards to the required systems, database, application, or other components required for a successful implementation should be addressed and included in your proposal.

Both Pricing Matrix tabs must be completed and are mandatory to be considered responsive to the RFP. The Vendor must identify those costs that are not fixed and define why they are not fixed.

The Respondent must include the pricing methodology (i.e. CPU based, tier based, named user, concurrent user, number of meters, number of accounts, site license, etc.) for all software proposed.

All pricing should be submitted in the pricing spreadsheet provided in Section 20 of the Ariba RFP template only. No other sections should contain price references as part of this submittal. Note: the application fee per customer will be developed within 6 months after contract execution.

All prices quoted by respondents will remain fixed and firm for a period of 180 days after the proposal due date.

# 3 System Integration and Other Relevant Applications

The EDCs are looking for an integrated solution. The solution being requested should provide open interfaces, with well-documented APIs that may be available for the EDCs and/or approved partners to interact with for the purposes of integration, extraction, reporting and other purposes. Please provide any additional information regarding integration you believe the EDC should consider.

- Interface Name (list the two systems in communication)
- Assumed number of one way communication touch points within the particular interface
- Assumed number of two way communication touch points within the particular interface
- Assumed data being transmitted (one way or two way) as part of the particular interface
- Assumed communication methodology for each particular interface.

 Any assumptions on whether the interfaces listed above are contained as part of the baseline system being proposed, or whether they will require customizations to the baseline system being proposed.

#### 4 Evaluation Factors or Award

## **Proposal Evaluation Procedure**

The EDCs and the DOER will conduct a comprehensive, fair, and impartial evaluation of all submitted Proposals on the SPA's Capability. The chosen respondent may be made based on those unique capabilities, or a single Vendor capable of delivering all capabilities as outlined prior.

The EDCs anticipate respondents to submit a proposal for ALL components of this RFP and it is imperative that each component contain a comprehensive solution complete with all hardware, software and services necessary for ongoing maintenance and support of the proposed software. Additionally, a demonstration will be required for those respondents that requested to present their proposal. Any proposal received by the EDCs for this RFP that does not include all components complete with hardware, software and services will be eliminated.

#### **Evaluation Criteria**

The contract may be awarded to the Vendor whose proposal is determined to be the most advantageous to the EDCs. The EDCs reserve the right to disqualify a solution during any point of the evaluation process. In rendering this decision, the following evaluation criteria for the system solution may include but will not be limited to the list below:

- Product Functional Fit and Completeness
- Product Technical Fit and Completeness
- Integrated Solution
- Vendor Profile and Health
- Vendor Experience, Standard Practices, and Understanding of the EDCs Needs
- Pricing and Ongoing Cost
- Terms and Conditions
- The satisfaction of current Clients
- Diversity / Small Business

The EDCs will utilize its business judgment in identifying the selected vendor. Award points are used to assist the EDCs in rendering a decision through empirical analysis; however, the EDCs reserve the right to conduct other evaluations and measurements in order to render an informed and optimum decision.

## 5 General Proposal Terms and Conditions

The terms and conditions for each EDC under which the proposal will be made are attached in the ARIBA system template. In Section 10 it is important for the Respondents become familiar with the section, as the terms and conditions set forth govern and apply to all actions and documents related to the RFP process and supersede any inconsistent actions, statements, or provisions unless 's an authorized representative has signed an RFP addendum specifically modifying this section.

#### **Basis for Proposal**

Only information supplied by the EDCs in writing through the RFP contact should be used in the preparation of Vendor proposals. Formal addenda will be issued if necessary to address any clarification or variation of this RFP. Oral and other interpretations or clarifications shall not be used as the basis for proposal. Vendors must acknowledge all addenda by signing and including such documents in the Proposal.

#### **Vendor Terms and Conditions**

The Vendor must submit a complete set of any additional terms and conditions that it proposes to have included in a contract negotiated with the EDCs. Selection of the solution of choice is not to be construed as acceptance of any specific proposed term or condition.

# **Disclosure of Proposal Contents**

Responses shall be viewed in a manner that avoids disclosure of the proposal content. Respondents are advised that the confidentiality of their proposals will be protected by the EDCs to the extent permitted by law and regulators.

#### **Late Responses**

Responses must be received in the ARIBA system on or before the date and time specified. The EDCs reserves the right at its sole discretion to accept late responses due to extenuating circumstances.

## **Signing of Proposals**

The submission and signature of a proposal shall indicate the intention of the Vendor to adhere to the provisions described in this RFP.

# **Cost of Proposal**

This RFP does not commit the EDCs to pay any costs incurred by any vendor in preparation and/or submission of a proposal or for procuring or contracting for the items to be

furnished under the RFP. All costs directly or indirectly related to responding to this RFP (including all costs incurred in supplementary documentation) will be borne by the vendor.

Each Vendor will be responsible for all costs incurred in preparing or responding to this RFP. The Vendor agrees to bear all risks for loss, injury, or destruction of goods and materials (ordered or supplied as the result of the eventual contract) that might occur prior to delivery to the EDCs. Such loss, injury, or destruction shall not release the Vendor from any obligations under this RFP or any resulting contract.

#### Disputes, Conflict of Interest, Non-Collusion and Anti Lobbying

Respondents must disclose any pending (currently or in the past three years) litigation or disputes related to Respondent projects or contracts. The Respondent must detail if the Respondent, or any affiliate of Respondent, in the last five years, (a) consented to the appointment of, or was taken in possession by, a receiver, trustee, custodian or liquidator of a substantial part of its assets, (b) filed a bankruptcy petition in any bankruptcy court proceeding, (c) answered, consented or sought relief under any bankruptcy or similar law or failed to obtain a dismissal of an involuntary petition, (d) admitted in writing of its inability to pay its debts when due, (e) made a general assignment for the benefit of creditors, (f) was the subject of an involuntary proceeding seeking to adjudicate that Party bankrupt or insolvent, (g) sought reorganization, arrangement, adjustment, or composition of it or its debt under any law relating to bankruptcy, insolvency or reorganization or relief of debtors. Respondent, and the directors, employees and agents of Respondent and any affiliate of Respondent must confirm that they are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy. collusion or other impropriety with respect to bidding on any contract, or have been the subject of any debarment action.

Detail any known or potential conflicts of interest between Respondent or an affiliate of Respondent and any EDC or the DOER. Outside of the contacts permitted in the RFP process itself, the Respondent and its officers, employees and agents have not and will not attempt to lobby or influence a vote or recommendation related to the firm's RFP response, directly or indirectly, through any contact with the EDCs or the DOER. The Respondent represents that there has been and will be no collusion with any other potential Vendor; and that to the Respondent's knowledge neither the Respondent nor any party that stands to benefit financially from the Respondent's proposal is an employee, director, or agent of the EDCs or the DOER.

## **Ownership of Proposals**

All documents submitted in response to this RFP will become the property of both the EDCs and the DOER.

#### **Disqualification or Rejection of Proposals**

Respondent's disqualification/proposal rejection may include but not limited to any of the following reasons:

- There is reason to believe that collusion exists among the Respondent's or a conflict of interest
- The Respondent is in arrears on an existing the EDC contract or has defaulted on a contract
- The Respondent lacks financial stability
- The Respondent has failed to perform under a previous or current EDC contract
- The Respondent has failed to adhere to one or more of the provisions established in this RFP
- The Respondent has failed to submit its proposal in the format specified herein
- The Respondent has failed to submit its proposal on or before the deadline established herein
- The Respondent has failed to adhere to generally accepted ethical and professional principles during the proposal process
- The Respondent has submitted an incomplete proposal

The EDCs retain sole discretion to determine whether grounds for disqualification or rejection exist. In addition, any proposal is subject to rejection based on the MA EDCs discretionary qualitative analysis of the proposal.

# **Right to Waive Irregularities**

Proposals shall be considered "irregular" if they show any omission, alteration of form, additions or condition prescribed by this RFP, inconsistency, or other failure to comply with the provisions of this RFP.

The EDC reserves the right to waive irregularities, at the sole discretion of the EDC, provided that the irregularity is corrected promptly or is deemed immaterial by the EDC and is waived for all other similarly-situated proposals.

# Withdrawal of Proposals

Proposals may be withdrawn by written notice given to the EDCs. There will be no further consideration of a withdrawn proposal.

# **Amending of Proposals**

Any amended proposal must be received before the deadline for receipt of proposals. Amended proposals must be complete replacements of a previously submitted proposal and must be clearly identified as such in the transmittal letter. The EDC will not merge, collate, or assemble proposal materials.

#### **Proposal Offer Firm**

Responses to this RFP, or receipt of the last best and final offer, will be considered firm. See Schedule of Event table for date(s). All proposals must include a statement to that effect.

#### **Exceptions to RFP Specifications**

Although the specifications stated in the RFP represent the EDC's anticipated needs, there may be instances where it is in the EDC interest to permit exceptions to specifications and accept alternatives.

It is extremely important that the Respondent make very clear where exceptions are taken to the specifications and how the Respondent will provide alternatives as well as the pricing associated with these alternatives. Therefore, exceptions, conditions, or qualifications to the provisions of EDC specifications must be clearly identified as such together with reasons for taking exception, and inserted into the proposal.

The EDCs will assume the proposal is responding to and will meet the specification as written. The EDCs strongly discourage Respondents from proposing exceptions that purport to alter the SPA's obligations as stated in this RFP, and any such proposed exceptions shall be taken into account in the evaluation of the associated proposal.

## **Consideration of Proposals**

Discussions may be conducted with Vendors for the purpose of clarification to assure full understanding of the Vendor's proposal. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Respondents.

Until and unless award of the contract is made by the EDCs, the right will be reserved to reject any or all proposals and waive technicalities, to re-advertise for new proposals, or to proceed with the work in any manner as may be considered in the best interest of the EDCs.

The EDCs reserve the right to terminate, without obligation or liability to the Respondent, any part of the project, or the entire project, at any time before the Respondent begins any work authorized by the EDC. The EDC's also reserve the right to ask questions through the ARIBA messaging system.

#### **Termination**

The EDCs reserve the right to cancel this RFP at any time. The EDCs reserve the right to reject any or all proposals submitted in response to this RFP, at its discretion.

#### **No Obligation**

This RFP in no manner obligates the EDC to any software or services offered until confirmed by an executed written contract.

#### **Award of Contract**

The EDC reserves the right to withhold final action on the proposal for a reasonable time, not to extend beyond 12/31/2017. The award of the contract shall not become effective until the contract has been executed by the Respondent and the EDC.

#### **Execution of Contract**

The EDC and the selected Respondents (s) must sign the final contract and the Respondent must provide evidence of required insurance prior to commencement of work. No contract for this project may be signed by the EDC without the authorization of its management. No contract shall be binding on the EDC until it has been approved as to form and legality by the EDC's Attorneys and executed by one or more authorized members of management.

#### Acknowledgement

This RFP will be issued via the EDC's Ariba system. Please acknowledge your intent to bid or not bid by responding to the invitation received via Ariba "Discussions" function. Ariba is an integrated software package which allows the EDC purchasing personnel and their collaborators will perform the entire bid process electronically. All RFP Participants are now required to participate in the bidding process on-line. The EDC will utilize the Ariba tool to manage the bid process associated with this RFP. All responses must be submitted via this tool. See Schedule of Events table for due date(s).

#### **Conduct Reference Checks**

The EDC will be conducting Respondent reference checks for the business finalists/short listed Respondents via telephone. See Schedule of Events table for date(s).

#### **Product Demonstrations and Interviews**

Eversource may be conducting product demonstrations at the Eversource Offices in Westwood, MA. Each short-listed Respondent will be provided 1 day within a predetermined timeframe to demonstrate their software. Demonstration scripts and presentation topics will be provided prior to their scheduled presentation date. See Schedule of Events table for date(s).

#### **Solution and Funding Approval Point**

Final solution and funding for this project will be approved by the EDC in consultation with the DOER prior to contracts being awarded.

#### **Contracts Awarded**

Please see Schedule of Events table for date(s) when EDC's expect to negotiate and award the implementation contract(s). This schedule is subject to change by the EDCs.

#### **Transmittal Letter and Proposal Certification**

The transmittal letter will indicate the intention of the Respondent to adhere to the provisions described in the RFP without modification. The letter of transmittal will:

- Identify the submitting organization
- Identify the person, by name and title, authorized to obligate the organization contractually
- Identify the contact person responsible for this response. Specify, phone, fax, email address, and legal mailing address
- Explicitly indicate review and acceptance of the Terms and Conditions and identify exceptions
- Acknowledge the proposal is considered firm for 180 days
- Acknowledge completion of the Pricing Worksheet
- Signed by the person authorized to contractually obligate the Respondent

#### **Future Contracts**

Future integrations are not covered by this contract. Any EDC pursuing integration at a future date is free to seek out any vendor of their choice for services separate from this effort.

# **6** Software Quality

# **Review of Software Process Maturity**

#### **Development Processes**

The Solution provider shall provide their development, test and release processes for our review and approval as a prerequisite to signing a contract. The Company may also request software process audit documents such as those generated by an IEEE Std. 1028 audit.

#### **Development Process Audit**

Company reserves the right to independently audit the product development, test and release procedures, source code, test scripts, test results and related testing collateral, and quality assurance artifacts of the contractor at any time.

#### **Vendor Test Methodology Requirements**

This section describes the minimum testing requirements for vendors who are engaged doing work as part of the project. The minimal test acceptance criteria for all phases of testing are:

- All valid test cases are successfully executed
- All urgent and high severity (Sev 1 and Sev 2) defects are fixed, retested, approved, and closed
- All medium and low severity (Sev 3 and Sev 4) defects have a work-around acceptable to the business and will be fixed, retested, approved, and closed at a mutually agreed-upon schedule

#### 6.2.1 Test Plan Review

The vendor must comply with PA EDC Quality (Quality Assurance, QA) Gates by submitting the vendor QA and Testing Plans for review and approval by the PA EDC QA group, or by working with the PA EDC Project Manager and QA group to develop a QA and Testing Plan deliverables that document the QA and Testing activities, checkpoints and deliverables to be conducted to fulfill the Quality Gates.

# **6.2.2 Test Methodology**

The vendor is required follow the PA EDC Information Technology (IT) Test Methodology in its entirety, including conducting all activities, using all tools and producing all artifacts as prescribed by the methodology, unless the vendor has applied for and secured an approved variance by the Manager of Standards & QA, in which case the approved variance shall prescribe the test methodology to be used for the specific engagement. The variance is limited to the specific engagement only and cannot be carried forward to other engagements or SOWs.

The vendor is required to perform Unit Testing and Site Integration Testing on the PA EDC configuration and to support the PA EDC Integration Testing and User Acceptance Testing. The specific requirements for each test phase are listed in the subsections that follow. Additionally, the vendor is required to fulfill the following requirements as part of their response.

- A weekly testing update is required that, at a minimum details: a) the health status of the testing; b) the accomplishments since the last report; c) the planned accomplishments for the upcoming reporting period; and d) any issues, risks or concerns.
- A Traceability Matrix must be provided that relates the requirements and specifications of the system to all of the testing that the vendor conducted.
- The number of defects that are found and the status of each Defect (e.g., remediated, remaining, etc.) up to the point that the system is delivered to the EDC.

- The EDC reserves the right to review the qualifications of any and all candidates (e.g., for Test Leads, Test Managers, Testers, etc.) that are being proposed by the vendor, and additionally reserves the right to accept or reject any candidate.
- The vendor is required to use the EDC testing tools suite as the repository to upload the requirements and specifications and to contain and manage Test Cases, Test Execution Results and Defects. The only exception to this is where the development and testing is done by the vendor completely internally and is black box to the EDC and has no development or testing interaction with the EDC other than to turn over the executable module.
- The vendor is required to track testing using the standard the EDC testing metrics set.

#### **Vendor Unit Testing**

The vendor must perform Unit Test on the EDC configuration at their site and report progress on a weekly basis. The vendor must engage their internal testing resources for this testing shall include test coverage metrics and documentation of all defects found. All high and medium severity defects found in unit testing must be fixed without a workaround as an entrance requirement to Site Integration Test.

#### **Site Integration Testing**

The vendor must perform Site Integration Test at the EDC facilities using the EDC configurations and platforms. The vendor must provide resources on site to execute this testing. The vendor must provide a Test Plan document for the EDC to review and approve prior to the commencement of Site Integration Test. The Test Plan must include, but is not limited to, the following:

- Entrance Criteria: The EDC approval of unit test results. All urgent, high and medium severity defects shall be fixed, retested and closed.
- Requirements regarding the EDC's environment and support from team members.
- Detailed Test Cases and test procedures including all permutations, combinations and negative scenarios.
- Traceability Matrix of Test Cases to Requirements.
- Weekly meetings to review test coverage and Defects found during Site Integration Test.
- Exit Criteria: Review meeting and acceptance of test results by the EDC.
- The EDC shall have the right to require additional testing at no additional cost based on the number of defects found.

#### **Support during Integration Testing and UAT**

 Any and all core product, configuration or customization defects found by the EDC must be fixed in the version release that the EDC is implementing; not in a future product release.

- The EDC requires the use of Quality Center v11 (or a later version as specified by the EDC) as the test management and defect tracking tool of record. Entering defects into the vendor's defect tracking system is the sole responsibility of the vendor. The EDC Quality Center defect numbers must be used for reporting on all status reports and during status and defect meetings.
- The EDC retains the right to set the Priority and Severity of defects found during the testing process.
- Vendor participation in all defect review meetings is required. Priority and Severity dispositions shall be documented at the meetings.
- Release notes and a version control plan are required for all releases prior to production implementation are required.
- A Testing service level agreement will be required specifying the availability of SIT and UAT test environments, and defect remediation times based on defect priority and severity.
- The vendor must support testing of all compatible mobile devices during UAT.

#### **Product Release**

- The vendor must provide a product release sequence of events with approximate timings for each step
- The vendor must be able to execute a mock release sequence before approval of going live.
- The vendor shall provide a Warranty period after go live as specified in the Hosted Services Requirements.

# 7 Compliance

# 7.1 Accessibility and 508 Compliance

All of the EDC's web properties must be accessible to people with disabilities. Core functionality, which will be defined during the strategy and planning phase, must work without JavaScript, with advanced functionality applied via progressive enhancement. The site navigation, content, and forms must be accessible by users with screen readers and they must work without JavaScript. See *NFR-6.3 Accessibility* in the Business Requirements document.

# 7.2 Industry Standards and Codes

Where applicable, all equipment shall be UL listed, FCC approved and registered, and meet state and federal fire codes, electrical codes, and REA standards.

# 7.3 Equipment Standards

All equipment furnished by vendor shall be manufactured, assembled, installed, and tested in accordance with the current industry standards, which shall be considered minimum

requirements: the American National Standards Institute (ANSI), the Institute of Electrical and Electronic Engineers (IEEE), the National Electrical Code (NEC), the FCC, and the Connecticut State Electrical Codes.

In addition, where test standards exist, all materials and equipment furnished by vendor for electrical construction shall bear the label of the Underwriters Laboratories (UL).

#### 7.4 Work Standards

All work shall be accomplished in strict conformity with all laws and ordinances applying to the operation under this contract including the latest rules and regulations of all municipal and other public authorities having jurisdiction and state electrical codes. Installation shall also meet the standard requirements of National Electrical Code (NEC), Occupational Safety and Health Administration (OSHA, Federal and State), the National Fire Protection Associations (NFPA), and the Americans with Disabilities Act (ADA). Any unshielded twisted pair or fiber optic cable installed as part of the vendor's solution must adhere to all guidelines published in the Building Industry Consulting Services International (BICSI) Telecommunications Distribution Methods Manual and the standards defined in TIA/EIA-568-A Commercial Building Telecommunications Standard. Vendor will be held to complete all work necessary and to provide all equipment required to comply with the foregoing without extra compensation. Vendor and any subcontractors employed shall be required to conform to Labor Laws of the State of Connecticut and to other laws, ordinances, and legal requirements applicable thereto.

## 7.5 OSHA Compliance

Any work vendor performs under this contract will fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and to any rules and regulations pursuant to the Act. Vendor shall pay any fines incurred as a result of vendor's neglecting the requirements of this paragraph.

#### 7.6 Coordination with Other Vendors

Vendor shall provide full support and complete coordination between the EDC's existing and new equipment and device vendors and the EDC contracted or employed IT personnel utilized in making the proposed system fully functional.

## 7.7 Building Access

Vendor must make arrangements for access to the EDCs facilities and coordinate with building and maintenance staff in a reasonable manner to insure installation is not disruptive to EDC's business activities. Coordination and access on the part of the EDC will not be unreasonably withheld.

#### 7.8 Subcontractors

Vendors must clearly identify any subcontractors or third party vendors expected to be utilized for any portion of this installation. The EDC retains the right to request the substitution of any Subcontractor without incurring any additional charges.

#### 7.9 Transition Cost

We want to make sure that this proposal includes any transition cost in the event the contract to moves to a different vendor upon expiration/termination.

## 8 Branding & User Experience

## 8.1 Setup & Configuration

Solution provider will configure the application to meet all requirements set forth in the RFP, and learned through subsequent discovery workshops, to meet the expectations of the business and user community.

The platform design must reflect the branding and identity standards of the EDC and the participating members of the EDC. A fluid and flexible layout structure will support a simple, clean design treatment that conveys a seamless, graceful user experience across selected devices. Application should have a multi-device design that takes into account appropriate content and breakpoints for a range of screen resolutions and to provide the best user experience regardless of the device.

Service provider shall work with the EDC to ensure a consistent and positive user interface experience between the application and other the EDC applications. This includes configuring the application site styles, content, and authentication sharing.

- Language: User should have the ability to configure language preferences
- Look & Feel: Application should resemble other the EDC applications sites, with a consistent navigation approach, content sharing, and application theme.
- Flow: Users should be able to navigate to/from the site without needing to reauthenticate.

**Deliverable:** Provide details on how you are able to support branding experience of the EDC's and the DOER.

#### 8.3 Browsers & Protocols

If special, unique, proprietary or otherwise not commercially available hardware or software is needed to access, review, store, reproduce or otherwise use the application, the service provider agrees to make such hardware or software available to the EDC as part of the proposal.

# **Training**

- Provide a list of training documents/materials that will be included with the proposed solution.
- Describe how and where training is provided. Specify if the Respondent is the sole source of training or if training is offered through local business partners.

## 9 Implementation & Production

## 9.1 Project Planning & Statement of Work

Solution provider shall provide the Set-Up Implementation Services to implement and integrate the application for the EDC Users with the features and functionality defined in the RFP. The solution provider and the EDC together shall implement the application as detailed in a Statement of Work (SOW) in accordance with a defined schedule including necessary resources, tasks, deliverables, and per a timeline that shall be mutually developed and approved by the EDC and the service provider during the Planning phase of the Project. The SOW will contain penalty clauses for late and low quality deliveries of the solution system.

**Deliverable:** Solution provider should provide sample project artifacts, including a project plan, quality plan and strategic methodology.

## **9.2 Project Timeline**

Please reference the Detailed Response Requirements Section.

## 9.3 Project Funding

The EDC, through this RFP, is actively engaging the marketplace to identify, analyze, compare, and select a system solution.

# 9.4 Minimum Requirements

Due to the importance of this procurement initiative, the EDC requires that, at the time of submission, the proposed solution for the components identified meet the following requirements:

- The Vendor must provide a solution that will promote implementation of a functionally rich base product with minimal modifications. The EDC will not accept custom development proposals or those which rely on extensive levels of customization or integration.
- The Vendor must be capable of providing ongoing support of the functionality and regular product releases.
- The Vendor must provide a solution of which the core components proposed have proven integration capabilities with each other and can be integrated with other EDC solution components. Indicate if custom developed integration or interfaces between the core application(s) are required.
- The Vendor must demonstrate financial stability and a healthy liquidity position.
- The EDCs will own the code that is developed and maintained by the vendor. The vendor will be responsible for security, etc. as defined in Attachment G.
   Additionally, the vendor must be able to provide electronic customer files to the DOER in the event of termination/transition to another vendor.

In reviewing these requirements, Vendors should consider each item's relevance to the specific solution being proposed. The intent of these minimums is to discourage the submission of solutions that are not viable.

Due to the critical nature of this effort, proposals may be rejected at the sole discretion of EDC's if the minimum requirements referenced above are not met.

#### 10 Attachments

Attachment A – 225 CMR 20.00: Solar Massachusetts Renewable Target (SMART) Program; Subject to Change pending final comments

225 CMR: DEPARTMENT OF ENERGY RESOURCES
225 CMR 20.00: SOLAR MASSACHUSETTS RENEWABLE TARGET (SMART) PROGRAM

#### Section

20.01: Purpose and Application

20.02: Definitions

20.03: Administration

20.04: Applicability

20.05: Tariff Based Incentive Program for Solar Photovoltaic Generation Units

20.06: Qualification and Block Reservation Process for Solar Tariff Generation Units

20.07: Compensation Rates

20.08: Calculation of Incentive Payments for Solar Tariff Generation Units

20.09: Solar Program Administrator

20.10: Inspection

20.11: Non-compliance

20.12: Severability

## 20.01: Purpose and Application

The purpose of 225 CMR 20.00 is to establish a statewide solar incentive program to encourage the continued use and development of generating units that use solar photovoltaic technology by residential, commercial, governmental and industrial electricity customers throughout the Commonwealth. The continued use and development of these generating units have the potential to: reduce peak demand, system losses, the need for investment in new infrastructure, and distribution congestion; increase grid reliability; and diversify the Commonwealth's energy supply. Further, it will also contribute to the Commonwealth's environmental protection goals concerning air emissions including, but not limited to, those required by the Global Warming Solutions Act, M.G.L. c. 21N, §§ 1-9, by displacing non-renewable generating resources. Owners of generating units that choose to participate in the statewide solar incentive program pursuant to 225 CMR 20.00 do so on a voluntary basis, but must comply with the terms and requirements of 225 CMR 20.00.

Nothing in 225 CMR 20.00 should be read as requiring Owners of generating units to participate in this statewide solar incentive program.

#### 20.02: Definitions

Agricultural Solar Tariff Generation Unit. A Solar Tariff Generation Unit located on Land in Agricultural Use or Prime Agricultural Farmland that allows the continued use of the land for agriculture.

Alternative On-Bill Credit Generation Unit. A Standalone Solar Tariff Generation Unit that is enrolled under a tariff establishing a bill credit for generation from Solar Tariff Generation Units that is approved by the DPU and any other appropriate jurisdictional bodies, but is not a tariff approved pursuant to 220 CMR 18.00 or 220 CMR 8.00.

Authorized Agent. A person or entity that serves under an agreement entered into by each of the Owners of a Solar Tariff Generation Unit for all dealings with the Department. Base Compensation Rate. The portion of a Solar Tariff Generation Unit's compensation rate related to the Generation Unit's rated alternating current capacity, prescribed in 225 CMR 20.07(3).

Behind-the-Meter Solar Tariff Generation Unit. A Solar Tariff Generation Unit that serves On-site Load other than parasitic or station load utilized to operate the Generation Unit and that receives compensation under 220 CMR 8.00 or 220 CMR 18.00.

Brownfield. A disposal site that has received a release tracking number from MassDEP pursuant to 310 CMR 40.0000: Massachusetts Contingency Plan, the redevelopment or reuse of which is hindered by the presence of oil or hazardous materials, as determined by the Department, in consultation with MassDEP. For the purposes of this definition, the terms "disposal site," "release tracking number," "oil," and "hazardous materials" shall have the meanings giving to such terms in 310 CMR 40.0006: Terminology, Definitions and Acronyms. No disposal site that otherwise meets the requirements of 225 CMR 20.02: Brownfield shall be excluded from consideration as a Brownfield because its cleanup is also regulated by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601-9675, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6921 - 6939g, or any other federal program.

Building Mounted Solar Tariff Generation Unit. A Solar Tariff Generation Unit with 100% of the nameplate capacity of the solar photovoltaic modules used for generating power installed on a building.

Business Day. Means Monday through Friday, exclusive of state and federal legal holidays. Canopy Solar Tariff Generation Unit. A Solar Tariff Generation Unit with 100% of the nameplate capacity of the solar photovoltaic modules used for generating power installed on top of a parking surface, pedestrian walkway, or canal in a manner that maintains the function of the area beneath the canopy.

Capacity Block. A quantity of Solar Tariff Generation Unit capacity that is entitled to receive a particular set of Base Compensation Rates and Compensation Rate Adders within a Distribution Company's service territory.

Commercial Operation Date. The date on which a Distribution Company grants approval for a Solar Tariff Generation Unit to interconnect with the electric grid.

Community Shared Solar Tariff Generation Unit. A Solar Tariff Generation Unit that provides energy or net metering credits to three or more Customers of Record. No more than two participants may receive net metering credits in excess of those produced annually by 25 kW of nameplate AC capacity, and the combined share of said participants' capacity shall not exceed 50% of the total capacity of the Generation Unit, except in the case of Generation Units smaller than 100 kW AC.

Compensation Rate Adder. An adder to a Solar Tariff Generation Unit's Base Compensation Rate established pursuant to 225 CMR 20.07(4).

Customer of Record. An eligible customer with the distribution company whose name appears on a Distribution Company billing account of a meter connected to or receiving bill credits from a Solar Tariff Generation Unit.

Department. The Massachusetts Department of Energy Resources, established by M.G.L. c. 25A.

Distribution Company. A company engaging in the distribution of electricity or owning, operating or controlling distribution facilities as defined in M.G.L. c. 164, § 1; provided, however, a Distribution Company shall not include a municipal utility established pursuant to the provisions of M.G.L c. 164.

DPU. The Massachusetts Department of Public Utilities established by M.G.L. c. 25, § 1. Eligible Landfill. A landfill that has received an approval from MassDEP for the use of a solar photovoltaic Generation Unit at the landfill as a post-closure use pursuant to 310 CMR 19.143: Post-closure Use of Landfills.

End-use Customer. A person or entity in Massachusetts that purchases electrical energy from a Distribution Company.

Energy Storage System. A commercially available technology that is capable of absorbing energy, storing it for a period of time and thereafter dispatching the energy.

Environmental Attribute. All GIS Certificates and any other environmental benefits associated with the energy generation of a Solar Tariff Generation Unit.

Generation Attribute. Means a Generation Attribute, as defined in 225 CMR 14.02: Definitions.

Generation Unit. Means a Generation Unit, as defined in 225 CMR 14.02: Definitions.

GIS Certificate. An electronic record produced by the NEPOOL GIS that identifies

Generation Attributes of each MWh accounted for in the NEPOOL GIS.

Greenfield Subtractor. A subtractor to a Solar Tariff Generation Unit's Base Compensation Rate, established pursuant to 225 CMR 20.07(4)(f).

Guideline. A set of clarifications, interpretations, and procedures, including forms, developed by the Department to assist in compliance with the requirements of 225 CMR 20.00. The Department may issue new or revised Guidelines from time to time. Each Guideline shall be effective on its date of issuance or on such date as is specified therein, except as otherwise provided in 225 CMR 20.00.

Independent Verifier. An entity approved by the Department to perform the function of a third party meter reader as defined in Rule 2.5(j) of the NEPOOL GIS Operating Rules, or any successor rule.

Interconnection Service Agreement. The agreement for interconnection service entered into between the interconnecting customer and a Distribution Company, as defined and provided in each Distribution Company's standards for interconnection of distributed generation.

ISO-NE. ISO New England Inc., the independent system operator for New England, the regional transmission organization for most of New England, which is authorized by the Federal Energy Regulatory Commission to exercise for the New England Control Area the functions required pursuant to the Federal Energy Regulatory Commission's Order No. 2000 and corresponding regulations.

Kilowatt (kW). A unit of power equal to one thousand watts, as measured in alternating current (AC).

Kilowatt-hour (kWh). A unit of electrical energy or work equivalent to one thousand watts of power operating for one hour.

Land in Agricultural Use. All land as defined under M.G. L. c. 61A, §§ 1 & 2, enrolled in a program established pursuant to M.G.L. c. 61A, and land that had been enrolled in a program established pursuant to M.G.L. c. 61A within the past five (5) years.

Low Income Community Shared Solar Tariff Generation Unit. A Community Shared Solar Tariff Generation Unit with at least 50% of its energy output allocated to Low Income Customers in the form of electricity or net metering credits.

Low Income Customer. An End-use Customer that is on a low-income discounted rate of a Distribution Company.

Low Income Solar Tariff Generation Unit. A Solar Tariff Generation Unit with an AC rated capacity of less than or equal to 25 kW that serves Low Income Customers.

Low Income Property Solar Tariff Generation Unit. A Solar Tariff Generation Unit with a rated capacity greater than 25 kW that provides all of its generation output in the form of electricity or net metering credits to low or moderate income housing, as defined under M.G.L. c. 40B.

MassDEP. The Massachusetts Department of Environmental Protection established by M.G.L. c. 21A, § 7.

MDAR. The Massachusetts Department of Agricultural Resources established by M.G.L. c. 20, § 1.

Megawatt (MW). A unit of power equal to one million watts, as measured in alternating current (AC).

Megawatt-hour (MWh). A unit of electrical energy or work equivalent to one million watts of power operating for one hour.

Municipality. A city or town in the Commonwealth of Massachusetts that has been issued a public identification number by the DPU pursuant to 220 CMR 18.00.

NEPOOL GIS. The New England Power Pool Generation Information System, which includes a generation information database and certificate system, operated by the New England Power Pool, its designee or successor entity, that accounts for Generation Attributes of electrical energy consumed and generated within, imported into, or exported from the ISO-NE Control Area.

Net Metered Generation Unit. A Standalone Solar Tariff Generation Unit that is also enrolled and compensated as a Solar Net Metering Facility, as defined under 220 CMR 18.02: Definitions.

Non-Net Metered Generation Unit. A Standalone Solar Tariff Generation Unit that is also enrolled and compensated as a State Qualifying Facility under 225 CMR 8.00. On-Site Load. Any new or existing electric load located at the site of a Solar Tariff Generation Unit including any parasitic load that may result from the installation of the Solar Tariff Generation Unit, and that is wired to receive a portion of the electrical energy output from the Solar Tariff Generation Unit before the balance of such output passes through the Solar Tariff Generation Unit's metered interconnection onto the electric grid. Other Governmental Entity. A department or agency of the Commonwealth, and any other state or local entity that has been issued a public identification number by the DPU pursuant to 220 CMR 18.00.

Owner. Any person or entity that, alone or in conjunction with others, has legal ownership of a Solar Tariff Generation Unit.

Primary Installer. The primary entity responsible for a Solar Tariff Generation Unit's installation. The Primary Installer must be a professional contractor licensed to conduct business in Massachusetts. Any electrical work performed on the installation must be conducted by an electrician holding a valid and current license in Massachusetts. The Primary Installer is directly responsible for turnkey project management and installation work, although the installation work may be sub-contracted. Homeowners or other individuals are not eligible to be a Primary Installer unless they are a Massachusetts licensed electrician completing an installation on their own property.

Prime Agricultural Farmland. Means those soils identified by the United States Department of Agriculture Natural resources Conservation Service to be prime farmlands pursuant to 7 C.F.R. § 657.5(a).

Public Entity Solar Tariff Generation Unit. A Solar Tariff Generation Unit sited on property owned by a Municipality or Other Governmental Entity that is either:

- (a) owned or operated by a Municipality or Other Governmental Entity; or
- (b) has assigned 100% of its output to Municipalities or Other Governmental Entities.

Renewable Generation. Means Renewable Generation, as defined in 225 CMR 14.02: Definitions.

Renewable Generation Attribute. Means a Renewable Generation Attribute, as defined in 225 CMR 14.02: Definitions.

Reservation Period. The period of time during which a Solar Tariff Generation Unit is entitled to a Statement of Qualification and Capacity Block reservation prior to the Solar Tariff Generation Unit's receipt of notice of authorization to interconnect from the Distribution Company.

RPS Class I Renewable Generation. Means RPS Class I Renewable Generation, as defined in 225 CMR 14.02: Definitions.

RPS Class I Renewable Generation Attribute. Means a RPS Class I Renewable Generation Attribute, as defined in 225 CMR 14.02: Definitions.

RPS Class I Renewable Generation Unit. Means a RPS Class I Renewable Generation Unit, as defined in 225 CMR 14.02: Definitions.

SMART Tariff. A tariff to implement the incentive program contemplated herein to be filed by each individual Distribution Company for review and approval by DPU and any other appropriate jurisdictional regulatory bodies.

Solar Massachusetts Renewable Target (SMART) Program. The solar incentive program established pursuant to 225 CMR 20.00.

Solar Program Administrator. The program administrator for 225 CMR 20.00 that is selected pursuant to the process set forth in 225 CMR 20.09.

Solar Tariff Generation Unit. A Generation Unit that generates electricity using solar photovoltaic technology and meets all of the eligibility criteria set forth in 225 CMR 20.05 and 225 CMR 20.06.

Standalone Solar Tariff Generation Unit. A Solar Tariff Generation Unit that serves no associated On-site Load other than parasitic or station load utilized to operate the Generation Unit.

State Qualifying Facility. Means a Qualifying Facility, as defined by the DPU in 220 CMR 8.02: Definitions, or any successor rule.

Statement of Qualification. A document issued by the Department that qualifies a Solar Tariff Generation Unit under 225 CMR 20.00.

Third-Party Owner. An entity that has a turnkey contract involving a power purchase agreement, lease, or other arrangements with a Customer of Record, but is the Owner of the Solar Tariff Generation Unit. The Third-Party Owner may have a separate contract with another entity for the actual installation work.

#### 20.03: Administration

225 CMR 20.00 shall be administered by the Department.

#### 20.04: Applicability

225 CMR 20.00 applies to Distribution Companies and to the Owners of Solar Tariff Generation Units.

#### 20.05: Tariff Based Incentive Program for Solar Photovoltaic Generation Units

- (1) Size of Program. The SMART Program shall support 1,600 MW of new solar generating capacity.
- (2) SMART Program Effective Date. Solar Tariff Generation Units that receive a Statement of Qualification under the SMART Program will be eligible to begin receiving incentive payments upon the effective date of the SMART Tariffs, as approved by the DPU and any other appropriate jurisdictional regulatory bodies.
- (3) Block Allocation. The amount of capacity available in each Distribution Company's service territory will be proportional to the total electric load served to Massachusetts Enduse Customers by the Distribution Company in calendar year 2016. Each Distribution Company shall divide the capacity available in its service territory into eight equally sized Capacity Blocks, provided, however, that if a Distribution Company served less than 5% of

the total electric load collectively served to all Massachusetts End-use Customers by the Distribution Companies in calendar year 2016, it may elect to have less than eight equally sized Capacity Blocks.

- (a) Set-aside for Solar Tariff Generation Units Less than or Equal to 25 kW. Each Capacity Block shall have a minimum of 20% of its total available capacity reserved for Solar Tariff Generation Units with nameplate capacities less than or equal to 25 kW.
- (b) Special Provisions for Block 1. Other than Solar Tariff Generation Units selected under the one-time competitive procurement described in 225 CMR 20.07(3), no Solar Tariff Generation Unit shall be eligible to qualify in a Distribution Company's first Capacity Block unless it has a capacity equal to or less than 1,000 kW or is eligible to receive a Compensation Rate Adder.
- (4) Transition between Capacity Blocks. If there is not enough capacity remaining in a Capacity Block for a Solar Tariff Generation Unit to fit entirely within the Capacity Block, that Solar Tariff Generation Unit shall receive a blended total compensation rate, which shall be a prorated according to the amount of the Solar Tariff Generation Unit's capacity that is assigned to each Capacity Block.
- (5) General Eligibility Criteria for Solar Tariff Generation Units
  - (a) General Eligibility Requirements. The Solar Tariff Generation Unit must use solar photovoltaic technology and be interconnected with the electric grid in the Commonwealth of Massachusetts. The maximum capacity of a Solar Tariff Generation Unit shall be five MW and shall be determined based on the total capacity of Solar Tariff Generation Units located on a single parcel of land, and shall not be inclusive of any solar photovoltaic generating capacity that is not qualified under 225 CMR 20.00. For any parcel of land for which a Solar Tariff Generation Unit has submitted a Statement of Qualification Application, if its current boundaries are the result of a subdivision recorded after January 1, 2010, the Owner shall demonstrate to the Department that the subdivision was not for the purpose of obtaining eligibility as a Solar Tariff Generation Unit. If the Owner fails to make such a showing to the Department, the five MW limit shall apply to the metes and bounds of the parcel as recorded prior to the subdivision.
  - (b) Commercial Operation Date Requirements. A Solar Tariff Generation Unit must have a Commercial Operation Date on or after January 1, 2018 and shall not have been previously qualified and commercially operational as a Solar Carve-out Renewable Generation Unit or Solar Carve-out II Renewable Generation Unit, as defined in 225 CMR 14.02: Definitions.
  - (c) Public Utility Regulatory Policies Act of 1978 Requirements. A Solar Tariff Generation Unit with a maximum net power production capacity of greater than one (1) MW shall obtain federal qualifying facility status from the Federal Energy Regulatory Commission pursuant to 18 C.F.R. § 292.207(a)-(b). A Solar Tariff Generation Unit with a maximum net power production capacity of less than or equal to one (1) MW shall attest to its status as a federal qualifying facility in the Statement of Qualification application.

- (d) RPS Class I Eligibility. For each MWh of electricity generation produced by a Solar Tariff Generation Unit, it will be eligible to generate GIS Certificates encoded as RPS Class I Renewable Generation Attributes. These GIS Certificates and any other GIS Certificates associated with Environmental Attributes other than RPS Class I Renewable Generation Attributes, shall be transferred directly to an account owned by the Distribution Company in whose service territory the Solar Tariff Generation Unit is located upon issuance by NEPOOL GIS.
- (e) Land Use and Siting Criteria. A Solar Tariff Generation Unit must meet the following performance standards, and will be placed into one of three categories with respect to the

land or property on which it is sited. For the purposes of 225 CMR 20.05(5)(e), previously developed shall mean having pre-existing paving, construction, or altered landscapes, and does not include altered landscapes resulting from current agricultural use, forestry, or use as preserved natural area.

- 1. Category 1 Land Use. Solar Tariff Generation Units that meet one or more of the following criteria will be designated as either Category 1 Agricultural or Category 1 Non-Agricultural:
  - a. Category 1 Agricultural: Solar Tariff Generation Units located on Land in Agricultural Use or Prime Agricultural Farmland that meet one or more of the following criteria will be designated as Category 1:
    - i. Agricultural Solar Tariff Generation Units;
    - ii. Building Mounted Solar Tariff Generation Units;
    - iii. Solar Tariff Generation Units sized to meet no greater than 200% of annual operation load of an agricultural facility.
  - b. Category 1 Non-Agricultural: Solar Tariff Generation Units not located on Land in Agricultural Use or Prime Agricultural Farmland that meet one or more of the following criteria will be designated as Category 1:
    - i. ground-mounted Solar Tariff Generation Units with a capacity less than or equal to  $500\ kW$ ;
    - ii. Building Mounted Generation Units:
    - iii. Solar Tariff Generation Units sited on Brownfields;
    - iv. Solar Tariff Generation Units sited on Eligible Landfills:
    - v. Solar Tariff Generation Units that are ground-mounted with a capacity greater than 500 kW and less than or equal to 5,000 kW that are on land that has been previously developed and that is zoned for commercial or industrial use;
    - vi. Solar Tariff Generation Units that are ground-mounted with a capacity greater than 500 kW and less than or equal to 5,000 kW that are sited within a solar overlay district or that comply with established local zoning that explicitly addresses solar or power generation.
- 2. Category 2 Land Use. Solar Tariff Generation Units not otherwise designated Category 1 that are ground-mounted with a capacity greater than 500 kW and less than or equal to 5,000 kW and that are sited on land that:
  - a. has not been previously developed and

- b. is zoned for commercial or industrial use, shall be designated as Category 2 Land Use.
- 3. Category 3 Land Use. Solar Tariff Generation Units not otherwise designated Category 1 or Category 2 that are ground-mounted with a capacity greater than 500 kW and less than or equal to 5,000 kW shall be designated as Category 3 Land Use.
- 4. Solar photovoltaic Generation Units that meet one or more of following criteria shall not be eligible to qualify as Solar Tariff Generation Units under 225 CMR 20.00:
  - a. Solar photovoltaic Generation Units on protected open space, as established under Mass. Const. Art. XCVII, that do not meet the criteria of Category 1 Land Use;
  - b. Solar photovoltaic Generation Units sited in a wetland Resource Area, as defined in 310 CMR 10.04: Definitions, not including Buffer Zones, as defined in 310 CMR 10.04: Definitions, except as authorized by all necessary regulatory bodies; and
  - c. Solar photovoltaic Generation Units on sited on properties included the State Register, as defined in 750 CMR 71.03: Definitions, except as authorized by regulatory bodies.
- 5. Performance Standards: All ground-mounted Solar Tariff Generation Units with a capacity greater than 500 kW must provide a certification from a professional engineer that the construction of the Solar Tariff Generation Unit complied with the following standards:
  - a. No stripping of soils;
  - b. ballasts or screw-type pilings that do not require footings or other permanent penetration of soils for mounting are required; c. any soil penetrations that may be required for providing system foundations necessary for additional structural loading or for providing system trenching necessary for electrical routing shall be done with minimal soils disturbance, with any displaced soils to be temporary and recovered and returned after penetration and trenching is completed;
  - d. no concrete or asphalt in the mounting area;
- e. address existing soil and water resource concerns that may be impacted;
  - f. limited use of geotextile fabrics; and
  - g. maintain vegetative cover to prevent soil erosion.
- (f) Project Segmentation. No more than one Building Mounted Generation Unit on a single building, or one ground-mounted Solar Tariff Generation Unit on a single parcel or contiguous parcels of land, shall be eligible to receive a Statement of Qualification as a Solar Tariff Generation Unit. The Solar Program Administrator or the Department may require Solar Tariff Generation Unit Owner or Authorized Agent to include a deed from the registry of in the case of recorded land, or a numbered certificate in the case of registered land, from the registry of deeds with their Statement of Qualification Application in order to verify that the Solar Tariff Generation Unit meets this requirement.

- (g) Exceptions to Project Segmentation. Notwithstanding 225 CMR 20.05(5)(f), the following types of Solar Tariff Generation Units shall be eligible to receive a Statement of Qualification:
  - 1. a Solar Tariff Generation Unit with an AC rated capacity of 25 kW or less that is located on a parcel of land contiguous with another parcel or parcels of land containing a Solar Tariff Generation Unit, provided the parcels of land were not the result of a subdivision performed for the purpose of qualifying under 225 CMR 20.05(5)(g)1.;
  - 2. a Solar Tariff Generation Unit with an AC rated capacity of 25 kW or less or a Building Mounted Solar Tariff Generation Unit, which is located on the same parcel of land as another Solar Tariff Generation Unit, provided that the Solar Tariff Generation Unit is separately metered from the original Solar Tariff Generation Unit and is located on a separate building from the original Solar Tariff Generation Unit;
  - 3. a Solar Tariff Generation Unit with an AC rated capacity of 25 kW or less or a Building Mounted Solar Tariff Generation Unit, which is located on the same building as another Solar Tariff Generation Unit, provided that the Solar Tariff Generation Unit is separately metered from the original Solar Tariff Generation Unit and is connected to a meter of a separate End-Use Customer as the original Solar Tariff Generation Unit; and
  - 4. a Solar Tariff Generation Unit located on the same parcel or contiguous parcel of land to another Solar Tariff Generation Unit that submits a Statement of Qualification Application at least twelve months after the Commercial Operation Date of the original Solar Tariff Generation Unit and is separately metered.
- (g) Special Provisions for Relocated and Replacement Generation Units. The Department may provide a Statement of Qualification to a solar photovoltaic Generation Unit that meets one of the following categories and criteria, as well as all other relevant provisions of 225 CMR 20.00:
  - 1. Relocated Solar Tariff Generation Unit. A solar photovoltaic Generation Unit whose equipment was used before January 1, 2018, to generate electrical energy outside of the Commonwealth of Massachusetts, and that is interconnected with the electric grid in the service territory of a Distribution Company on or after January 1, 2018 provided that no components of the Power Conversion Technology were used in a Generation Unit located in the Commonwealth prior to January 1, 2018. No components from a Generation Unit previously qualified as an RPS Class I Renewable Generation Unit, Solar Carve-out Renewable Generation Unit, or Solar Carve-out II Renewable Generation Unit shall be eligible to qualify as part of a Solar Tariff Generation Unit.
  - 2. Replacement Solar Tariff Generation Unit. A solar photovoltaic Generation Unit that replaces an inactive or decommissioned solar photovoltaic Generation Unit that had operated on the same site before January 1, 2018, subject to the following limitations:
    - a. No component of the existing Generation Unit was part of a Generation Unit qualified as a Solar Tariff Generation Unit;

- b. No component of the existing Generation Unit was part of a Generation Unit qualified as an RPS Class I Renewable Generation Unit, an RPS Solar Carve-out Renewable Generation Unit, or a Solar Carve-out II Renewable Generation Unit.
- c. The existing Generation Unit has been inactive for at least one year prior to the submission of the Statement of Qualification Application.
- (h) Special Provisions for Distribution Company Owned Solar Photovoltaic Generation Units. Any solar photovoltaic Generation Unit that is owned by a Distribution Company and was approved to be constructed by the DPU, pursuant to M.G.L. c. 164, § 1A, shall not be eligible to qualify as a Solar Tariff Generation Unit under 225 CMR 20.00.

## (6) Reporting Requirements.

- (a) Generator Account Registration. An asset must be established for individual Solar Tariff Generation Units within a generator account at NEPOOL GIS. For Non-NEPOOL Generators, as that term is defined under Rule 2.1(a)(vi) of the NEPOOL GIS Operating Rules, multiple Solar Tariff Generation Units may be registered under a single asset.
- (b) Settlement Market System Assets. The electrical energy output from a Solar Tariff Generation Unit registered as a NEPOOL Generator, as that term is defined under Rule 2.1(a)(i) of the NEPOOL GIS Operating Rules, shall be verified by the ISONE.
- (c) Non-NEPOOL Market Assets. The electrical energy output from a Solar Tariff Generation Unit registered as a Non-NEPOOL Generator, as that term is defined under Rule 2.1(a)(ii) of the NEPOOL GIS Operating Rules, shall be reported to the Solar Program Administrator, which will serve as the Independent Verifier for all such assets.
- (d) Duration of Distribution Company Asset Ownership. A Distribution Company shall retain the asset ownership and rights to all RPS Class I Renewable Generation Attributes associated with a Solar Tariff Generation Unit registered in a Distribution Company's NEPOOL GIS generator account for as long as the Solar Tariff Generation Unit is eligible to receive payment for such RPS Class I Renewable Generation Attributes and any Environmental Attributes as prescribed in 225 CMR 20.07(1). Following this period, ownership rights to assets and the RPS Class I Renewable Generation Attributes and any other Environmental Attributes that a Solar Tariff Generation Unit generates will be owned by the Solar Tariff Generation Unit Owner.

## 20.06: Qualification and Block Reservation Process for Solar Tariff Generation Units

- (1) Statement of Qualification Application. A Statement of Qualification Application shall be submitted to the Solar Program Administrator by the Owner of the prospective Solar Tariff Generation Unit or by the Authorized Agent of the Owner. The applicant must use the most current forms and associated instructions provided by the Department, and must include all information, documentation, and assurances required by such forms and instructions.
  - (a) Required Documentation for Solar Tariff Generation Units with Rated Capacities of 25 kW or Less. A prospective Solar Tariff Generation Unit with a capacity of 25 kW or less must submit the following documentation as part of its Statement of Qualification Application in order to obtain a Statement of Qualification:

- 1. Executed Contract. The Owner or their Authorized Agent must submit a copy of an executed contract between the Primary Installer and the Customer of Record. For a Solar Tariff Generation Unit for which the Owner is a Third-Party Owner and the Primary Installer is a subcontractor to the Owner, an executed contract between the Owner and the Primary Installer will satisfy this requirement. The contract must identify a project manager, and must include Statement of Qualification Application preparation, equipment procurement and installation, site preparation, permitting and interconnection support, Statement of Qualification Application completion paperwork, training, operations and maintenance, and compliance with all applicable state and local laws. The contract shall include a budget that identifies key project components and a timeline and corresponding payment schedule for installation of the project. The contract shall also include an attachment in a form to be developed by the Department to provide consumer information including, but not limited to, contract pricing for the length of the agreement, complete system cost information, operation and maintenance responsibilities, disposition of associated RECs and tariff terms, and anticipated production. Contract service must include responsibility for the Statement of Qualification Application process including submittal of authorization to interconnect, securing required permits and engineering approvals, installation of the project, scheduling and participation in all required inspections, and providing warranty services, as required.
- 2. Special Provisions for Third-Party Ownership. If the Owner of a Solar Tariff Generation Unit is not the same entity as the Customer of Record, the Owner or their Authorized Agent must also submit a copy of an executed contract power purchase agreement or lease.
- 3. Special Provisions for Low Income Generation Units. Prospective Solar Tariff Generation Units with capacities less than or equal to 25 kW that are seeking Statements of Qualification as Low Income Generation Units must provide evidence that the Customer of Record is classified as a Low Income Customer by the Distribution Company.
- (b) Required Documentation for Solar Tariff Generation Units with Rated Capacities Larger than 25 kW. All Generation Units with a capacity larger than 25 kW must provide evidence of the following in order to obtain a Statement of Qualification:
  - 1. an executed Interconnection Service Agreement, as tendered by the Distribution Company;
  - 2. demonstrate a sufficient interest in real estate or other contractual right to construct the Solar Tariff Generation Unit at the location specified in the Interconnection Service Agreement; and
  - 3. all necessary governmental permits and approvals to construct the Solar Tariff Generation Unit 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.
- (c) Authorization to Interconnect. In order to retain a Statement of Qualification issued prior to a project's Commercial Operation Date, all Solar Tariff Generation

Units must provide the Solar Program Administrator with a copy of the authorization to interconnect issued by the applicable Distribution Company. (d) Special Provisions for Agricultural Solar Tariff Generation Units. In order to qualify as an Agricultural Solar Tariff Generation Unit, a Solar Tariff Generation Unit must submit documentation itemized in 225 CMR 20.06(1)(d) below. All final determinations regarding the eligibility of such facilities will be made by the Department, in consultation with MDAR.

- 1. the Solar Tariff Generation Unit will not interfere with the continued use of the land beneath the canopy for agricultural purposes;
- 2. for fixed tilt systems, the minimum height of the lowest panel point shall be six (6) feet above ground;
- 3. for tracking systems, the minimum height of the panel at its horizontal position shall be 10 feet above ground;
- 4. the Solar Tariff Generation Unit's AC rated capacity is no greater than one (1) MW;
- 5. the maximum shading reduction from the panels on the area beneath shall not be more than 50% of baseline field conditions;
- 6. the Solar Tariff Generation Unit is designed to optimize a balance between the generation of electricity and the agricultural productive capacity of the soils beneath;
- 7. the Solar Tariff Generation Unit is a raised structure allowing for continuous growth of crops underneath the solar photovoltaic modules, with height enough for labor and/or machinery as it relates to tilling, cultivating, soil amendments, harvesting, etc. and grazing animals;
- 8. crop(s) to be grown to be provided by the farmer or farm agronomist in conjunction with UMass Amherst agricultural extension services, including compatibility with the design of the agricultural solar system for such factors as crop selection, sunlight percentage, etc.;
- 9. annual reporting to the Department and MDAR of the productivity of the crop(s) and herd, including pounds harvested and/or grazed, herd size growth, success of the crop, potential changes, etc., shall be provided for three years after project implementation; and
- 10. other system design information, which shall include, but not be limited to:
  - a. dual-use type, e.g., ground mount racking, pole towers, tracking, etc.;
  - b. total gross acres of open farmland to be integrated with the project;
  - c. type of crop(s) to be grown, including grazing crops:
  - d. pounds of crop(s) projected to be grown and harvested, or grazed;
  - e. animals to be grazed with herd size(s); and
  - f. design drawing including mounting system type (fixed, tracking), panel tilt, panel row
  - spacing, individual panel spacing, for pole towers tower spacing and mounting height, etc.
  - (e) Special Provisions for Energy Storage Systems. Solar Tariff Generation Units co-located with an Energy Storage System will be

eligible to receive an energy storage adder under 225 CMR 20.07(4)(c), provided it meets the following eligibility criteria:

- 1. Minimum and Maximum Nominal Rated Power. The nominal rated power capacity of the Energy Storage System paired with the Solar Tariff Generation Unit must be at least 25 percent and shall be incentivized for no more than 100 percent of the rated capacity, as measured in direct current, of the Solar Tariff Generation Unit.
- 2. Minimum and Maximum Nominal Useful Energy. The nominal useful energy capacity of the Energy Storage System paired with the Solar Tariff Generation Unit must be at least two hours and shall be incentivized for no more than six hours.
- 3. Minimum Efficiency Requirement. The Energy Storage System paired with the Solar Tariff Generation Unit must have at least a 65% round trip efficiency in normal operation.
- 4. Data Provision Requirements. The Owner of the Energy Storage System must provide historical 15-minute interval performance data to the Solar Program Administrator for the first year of operation and upon request for the first five years of operation.
- 5. Operational Requirements. The Energy Storage System must discharge at least 52 complete cycle equivalents per year and must remain functional and operational in order for the Solar Tariff Generation Unit to continue to be eligible for the energy storage adder. If the Energy Storage System is decommissioned or non-functional for more than 15% of a rolling year, the Department may disqualify the Solar Tariff Generation Unit from continuing to receive the energy storage adder.
- (f) Special Provisions for Low Income Community Shared Solar Tariff Generation Units. In order to qualify as a Low Income Community Shared Solar Tariff Generation Unit, a Solar Tariff Generation Unit must submit satisfactory documentation to the Department as detailed in the Department's Guideline Regarding Low Income Generation Units.
- (g) Special Provisions for Low Income Property Generation Units. In order to qualify as a Low Income Property Generation Unit, a Solar Tariff Generation Unit must submit satisfactory documentation to the Department as detailed in the Department's Guideline Regarding Low Income Generation Units.
- (2) Application Review Procedures
  - (a) The Solar Program Administrator will notify the applicant when the Statement of Qualification Application is administratively complete or if additional information is required pursuant to 225 CMR 20.06(2).
  - (b) The Department may, at its sole discretion, provide an opportunity for public comment on any Statement of Qualification Application.
- (3) Issuance or Non-issuance of a Statement of Qualification
  - (a) If the Department finds that a Generation Unit meets the requirements for eligibility as a Solar Tariff Generation Unit pursuant to 225 CMR 20.00, the Solar

- Program Administrator will provide the Owner of such Unit or the Authorized Agent of the Owner with a Statement of Qualification.
- (b) The Statement of Qualification shall include any applicable restrictions and conditions that the Department deems necessary to ensure compliance by a particular Solar Tariff Generation Unit with the provisions of 225 CMR 20.00.
- (c) If a Generation Unit does not meet the requirements for eligibility as a Solar Tariff Generation Unit under 225 CMR 20.00, the Solar Program Administrator shall provide written notice to the Owner or to the Authorized Agent of the Owner, including the reasons for such finding.
- (4) RPS Effective Date. The RPS Effective Date shall be the earliest date on or after the Commercial Operation Date on which electrical energy output of a Solar Tariff Generation Unit can result in the creation of RPS Class I Renewable Generation Attributes.
- (5) Notification Requirements for Change in Eligibility Status. The Owner or Authorized Agent of a Solar Tariff Generation Unit shall notify the Solar Program Administrator of any changes that may affect the continued eligibility of the Generation Unit as a Solar Tariff Generation Unit. The Owner or Authorized Agent shall submit the notification to the Solar Program Administrator no later than five days following the end of the month during which such changes were implemented. The notice shall state the date the changes were made to the Solar Tariff Generation Unit and describe the changes in sufficient detail to enable the Solar Program Administrator and the Department to determine if a change in eligibility is warranted.
- (6) Notification Requirements for Change in Ownership, Generation Capacity, or Contact Information. The Owner or Authorized Agent of a Solar Tariff Generation Unit shall notify the Solar Program Administrator of any changes in the ownership, capacity, or contact information for the Solar Tariff Generation Unit. The Owner or Authorized Agent shall submit the notification to the Solar Program Administrator no later than five days following the end of the month during which such changes were implemented.
- (7) Statement of Qualification Reservation Period. A Solar Tariff Generation Unit may retain its Statement of Qualification pursuant to the procedures set forth in the Statement of Qualification Reservation Period Guideline.

#### **20.07 Compensation Rates**

- (1) Length of Compensation Rate Terms. All Solar Tariff Generation Units with capacities larger than 25 kW AC will be eligible to receive compensation under 225 CMR 20.00 for 20 years from the Solar Tariff Generation Unit's RPS Effective Date. All Solar Tariff Generation Units with capacities less than or equal to 25 kW AC will be eligible to receive compensation under 225 CMR 20.00 for 10 years from the Solar Tariff Generation Unit's RPS Effective Date.
- (2) Schedule of Compensation Rates. Following the first Capacity Block, all Base Compensation Rates and Compensation Rate Adders will decline by four percent per Capacity Block. A schedule of such rates and the progress towards filling Capacity Blocks shall be published on the Department's and Solar Program Administrator's websites. If a Distribution Company is eligible to have fewer Capacity Blocks and elects to do so, it may also establish a steeper rate of decline, which must be approved by the Department and shall yield a similar overall rate of decline as if the Distribution Company had elected to have eight Capacity Blocks.

- (3) Base Compensation Rates. Initial Base Compensation Rates shall be established as follows:
  - (a) One-time Competitive Procurement for Proposed Solar Tariff Generation Units sized between 1 MW AC and 5 MW AC. Each Distribution Company shall concurrently issue competitive solicitations of Solar Tariff Generation Units sized 1 MW to 5 MW, collectively seeking approximately 100 MW statewide. The Distribution Companies will collectively procure approximately 100 MW of energy, capacity, RPS Class I Renewable Generation Attributes, and any Environmental Attributes associated with the solar photovoltaic generation produced by the Solar Tariff Generation Units, provided, however, that compensation for energy and capacity will be established and paid pursuant to tariffs approved by the DPU under 220 CMR 8.00.
    - 1. Schedule for Procurement. A request for proposals to conduct the competitive procurement must be developed by the Distribution Companies, in consultation with the Department, subject to DPU approval, if necessary, no later than October 3, 2017. Once issued by the Distribution Companies, the request for proposals shall remain open for 25 Business Days and proposals submitted by Owners or their Authorized Agents shall be jointly reviewed in consultation with the Department. A bidder conference to address any questions surrounding the request for proposals shall be held by the Distribution Companies no later than 15 Business Days before the deadline to submit proposals. Final decisions on proposal selection shall be made within 30 Business Days of the close of the request for proposals.

      2. Eligibility Criteria. Solar Tariff Generation Units that participate in the procurement shall:
      - a. seek a Base Compensation Rate not to exceed the Ceiling Prices established in 225 CMR 20.07(3)(a)4.;
      - b. not be eligible to receive Compensation Rate Adders under 225 CMR 20.07(4);
      - c. shall be a Non-Net Metered Generation Unit;
      - d. provide an executed Interconnection Service Agreement, as tendered by the Distribution Company;
      - e. demonstrate a sufficient interest in real estate or other contractual right to construct the Generation Unit at the location specified in the Interconnection Service Agreement;
      - f. provide all necessary governmental permits and approvals to construct the Solar Tariff Generation Unit 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. g. must meet all eligibility criteria in 225 CMR 20.00;
      - h. certify that if selected, they will not be eligible to withdraw their proposal and reapply under a Capacity Block until 800 MW of Solar Tariff Generation Units have received a Statement of Qualification under 225 CMR 20.00: and
      - i. provide a performance guarantee deposit to the Distribution Company or the Solar Program Administrator, the amount and

parameters of which shall be established in consultation with the Department, but which shall not exceed \$25 per kW of capacity. Any Generation Unit that is not selected or declines an award shall have its deposit refunded. Additionally, any Solar Tariff Generation Unit that is selected and chooses to move forward shall have its deposit refunded provided it is constructed within 12 months of the SMART Program Effective Date. The request for proposals may contain other price and non-price eligibility threshold criteria to be established by the Distribution Companies, in consultation with the Department.

- 3. Review Criteria. All proposals must demonstrate that the Solar Tariff Generation Unit(s) will meet all eligibility criteria to receive a Statement of Qualification under 225 CMR 20.05(5)(a) and 225 CMR 20.05(5)(e) and meet the eligibility criteria set forth in 225 CMR 20.07(3)(a)2.
- 4. Ceiling Prices. Proposals submitted by Owners or their Authorized Agents under the request for proposals shall not be considered eligible for consideration if they request a Base Compensation Rate higher than the Ceiling Price for their applicable size category. For Solar Tariff Generation Units with a capacity between 1 MW and 2 MW, the Ceiling Price shall be \$0.15 per kWh. For Solar Tariff Generation Units with a capacity equal to or larger than 2 MW, the Ceiling Price shall be \$0.14 per kWh.
- 5. Selection Process. Proposals that meet the eligibility criteria in 225 CMR 20.07(3)(a)2. shall be ranked by requested Base Compensation Rate, with proposals requesting lower Base Compensation Rates being given preference over those requesting higher Base Compensation Rates. After proposals have been ranked by price, each Distribution Company shall select any eligible proposals up to the amount of MW being solicited by the Distribution Company and will be eligible to receive a Base Compensation Rate equal to the Clearing Price.
- 6. Greenfield Subtractors. A Solar Tariff Generation Unit selected under the procurement will have a Greenfield Subtractor, as established in 225 CMR 20.07(4)(f), applied to its Base Compensation Rate, if applicable.
- 7. Post Selection Requirements. In order to be eligible to receive compensation following the procurement, Solar Tariff Generation Units with selected proposals that were previously qualified as Solar Carve-out II Renewable Generation Units must notify the Department of the Solar Carve-out II Renewable Generation Unit's forfeiture of its RPS Class I Statement of Qualification within 15 days of award notification.
- 8. Clearing Price. The Clearing Price for both Solar Tariff Generation Units with capacities between 1 MW and 2 MW and Solar Tariff Generation Units with capacities between 2 MW and 5 MW shall be equal to the highest requested Base Compensation Rate among the selected proposals and shall be established separately for each Distribution Company and each size category. A Clearing Price may not exceed the Ceiling Prices established in 225 CMR 20.07(3)(a)4.
- 9. Weighted Average Clearing Price. For the purposes of establishing statewide Base Compensation Rates under the Capacity Blocks established in

- 225 CMR 20.05(3), a weighted average of the Clearing Prices for Solar Tariff Generation Units with capacities between 1 MW and 2 MW specific to each Distribution Company shall be taken. The weight given to each Clearing Price shall be proportional to the total electric load served to Massachusetts Enduse Customers by the Distribution Company in calendar year 2016.
- 10. Proportional Allotment. Each Distribution Company shall solicit for an amount of capacity equal to exactly half of its first Capacity Block, as established pursuant to 225 CMR 20.05(3).
- 11. Confidentiality. The Distribution Company and the Department, to the extent authorized by law, will treat all proposals received from prospective Solar Tariff Generation Units in a confidential manner and will use reasonable efforts, except as required by law, not to disclose such information to any third party 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 CMR 20.07(3).
- 12. Payment and Cost Recovery. All Solar Tariff Generation Units selected via the procurement process shall only be eligible to receive compensation from the Distribution Companies subject to DPU and any other appropriate jurisdictional regulatory bodies' approval of a tariff.
- 13. Termination of Solicitation. If the Department, in consultation with the Distribution Companies, determines that reasonable proposals were not received or that the solicitation was not competitive, the Department may terminate the solicitation, and may require additional solicitations to fulfill the requirements of 225 CMR 20.07(3)(a).
- 14. Additional Solicitation Parameters. If the Department terminates the solicitation pursuant to 225 CMR 20.07(3)(a)13., any subsequent solicitation may rank proposals using a different methodology and establish a clearing price and weighted average clearing price differently than the processes outlined in 225 CMR 20.07(3)(a)8. and 9. Such methodologies shall be included in any subsequent request for proposals issued by the Distribution Companies, in consultation with the Department.
- 15. Miscellaneous. Other requirements, procedures, and eligibility criteria may be specified by the Distribution Companies in their requests for proposals, as developed in consultation with the Department.
- (b) Indices for Solar Tariff Generation Units equal to or less than one (1) MW AC. Initial Base Compensation Rates for Solar Tariff Generation Units with capacities equal to or less than one (1) MW AC will be established by multiplying the Weighted Average Clearing Price in 225 CMR 20.07(3)(a)9. by the percentages in the following table:

### **Generation Unit Capacity**

Base Compensation Rate Factor (% of Clearing Price)

Low Income Solar Tariff Generation Units less than or equal to 25 kW AC	230%
Less than or equal to 25 kW AC	200%
Greater than 25 kW AC to 250 kW AC	150%
Greater than 250 kW AC to 500 kW AC	125%

110%

#### (4) Compensation Rate Adders.

(a) Location Based Adders. Initial Location Based Adder Rates shall be established a s follows:

Generation Unit Type

Adder Value (\$/kWh)

Building Mounted Solar Tariff Generation Unit	\$0.02
Solar Tariff Generation Unit on a Brownfield	\$0.03
Solar Tariff Generation Unit on an Eligible Landfill	\$0.04
Canopy Solar Tariff Generation Unit	\$0.06
Agricultural Solar Tariff Generation Unit	\$0.06

(b) Off-Taker Based Adders. Initial Off-Taker Based Adder Rates shall be established as follows:

Generation Unit Type

Adder Value (\$/kWh)

Community Shared Solar Tariff Generation Unit	\$0.05
Low Income Property Solar Tariff Generation Unit	\$0.03
Low Income Community Shared Solar Tariff Generation Unit	\$0.06
Public Entity Solar Tariff Generation Unit	\$0.02

- (c) Energy Storage Adder. A Solar Tariff Generation Unit that co-locates with an Energy Storage System shall be eligible to receive a variable adder to its Base Compensation Rate.
  - 1. Energy Storage Adder Multiplier. The energy storage adder multiplier for the first Capacity Block shall be \$0.045/kWh.
  - 2. Energy Storage Adder Formula. The variable energy storage adder for Solar Tariff Generation Units paired with Energy Storage Systems that meet the requirements of 225 CMR 20.06(1)(e) will be calculated using the following formula:

Energy Storage Adder=[ (Nominal Rated Power Capacity of Energy Storage SystemDC Rated Capacity of the Solar Photovoltaic System)((Nominal Rated Power Capacity of Energy Storage SystemDC Rated Capacity of the Solar Photovoltaic System)+exp(0.7-(8\*(Nominal Rated Power Capacity of Energy Storage SystemDC Rated Capacity of the Solar Photovoltaic System)))] \*[ 0.8+(0.5\*ln(Nominal Rated Useful Energy of the Energy Storage SystemNominal Rat2d Power Capacity of Energy Storage System))]\*Energy Storage Adder Multiplier

The Department shall publish a Guideline on Energy Storage that provides an Energy Storage Adder calculator and explains the parameters of 225 CMR 20.07(4)(c) and the formula in 225 CMR 20.07(4)(c)2.

(d) Solar Tracking Adder. A Solar Tariff Generation Unit that follows the path of the sun to maximize the solar radiation incident on the PV surface with a two-axis array

that points the system directly at the sun at all times and is designed to maximize possible daily energy shall be eligible to receive an additional \$0.01/kWh Compensation Rate Adder.

- (e) Combining Base Compensation Rates and Compensation Rate Adders.
  - 1. A Solar Tariff Generation Unit with a capacity of 25 kW AC or less may only combine its Base Compensation Rate with the Energy Storage Adder, provided it meets the eligibility criteria in of 225 CMR 20.06(1)(e). A Solar Tariff Generation Unit with a capacity larger than 25 kW AC can combine its Base Compensation Rate with no more than one Compensation Rate Adder from each of the four categories listed in 225 CMR 20.07(4)(a) through (d), provided it meets the eligibility criteria to qualify for each of the Compensation Rate Adders.
  - 2. For Solar Tariff Generation Units with a capacity of greater than 25 kW AC, no combination of a Base Compensation Rate and Compensation Rate Adders can exceed the Base Compensation Rate for Low Income Solar Tariff Generation Units less than or equal to 25 kW AC established under 225 CMR 20.07(3)(b).
- (f) Greenfield Subtractors. A Solar Tariff Generation Unit that is classified as Category 2 Land Use or Category 3 Land Use, as prescribed in 225 CMR 20.05(1)(d)2. or 3., shall have value subtracted from its all-in Compensation Rate as follows:
  - 1. Category 2 Land Use Solar Tariff Generation Units. A Solar Tariff Generation Unit that is classified as a Category 2 Land Use, as prescribed in 225 CMR 20.05(5)(e)2., shall have its Base Compensation Rate reduced by a Greenfield Subtractor of \$0.0005/kWh per acre of land that the Solar Tariff Generation Unit occupies.
  - 2. Category 3 Land Use Solar Tariff Generation Units. A Solar Tariff Generation Unit that is classified as a Category 3 Land Use, as prescribed in 225 CMR 20.05(5)(e)3., shall have its Base Compensation Rate reduced by a Greenfield Subtractor of \$0.001/kWh per acre of land that the Solar Tariff Generation Unit occupies.
  - For the purposes of 225 CMR 20.07(4)(f), the acreage of land that a Solar Tariff Generation Unit occupies shall be determined by calculating the square footage occupied by the solar photovoltaic modules that are part of the Solar Tariff Generation Unit.
- (5) Adder Caps. No individual Compensation Rate Adders listed in 225 CMR 20.07(4) shall be provided to more than 320 MW of Solar Tariff Generation Units across all Distribution Company service territories and Capacity Blocks.
- (6) Review of Compensation Rates. Upon issuing Statements of Qualification for 400 MW of Solar Tariff Generation Units, the Department will conduct a review of the Base Compensation Rates and Compensation Rate Adders to determine if any revisions to the SMART Program are necessary.

#### 20.08 Calculation of Incentive Payments for Solar Tariff Generation Units

(1) Calculation of Incentive Payments for Standalone Solar Tariff Generation Units. Any payments provided to the Owner of a Standalone Solar Tariff Generation Unit, which meets

the criteria of 225 CMR 20.08(1)(a) or (b), will be equal to total of the Solar Tariff Generation Unit's Base Compensation Rate plus any Compensation Rate Adders minus any Greenfield Subtractor, multiplied by the total kWh generated by the Solar Tariff Generation Unit in the Distribution Company billing period, minus the value of the energy generated by the Solar Tariff Generation Unit in a Distribution Company billing period.

Solar Incentive Payment=(Base Compensation Rate+Compensation Rate Adders-Greenfield Subtractor)\*total kWh generated-value of energy generated

- (a) Value of Energy Generated for Standalone Solar Tariff Generation Units Receiving Bill Credits. The methodology for calculating the value of the energy generated by a Standalone Solar Tariff Generation Unit that receives a bill credit is dependent on whether it is qualified as a Net Metered Generation Unit or as an Alternative On-Bill Credit Generation Unit and will be determined as follows:
  - 1. Net Metered Generation Unit. The value of energy for a Net Metered Generation Unit shall be equal to the total kWh generated during a utility billing period multiplied by the Solar Tariff Generation Unit's applicable net metering credit, as established in M.G.L. c. 164, § 138.

    Net Metered Generation Unit Energy Value=total kWh Generated\*net metering credit rate
  - 2. Alternative On-Bill Credit Generation Unit. The value of energy for an Alternative On-Bill Credit Generation Unit shall be equal to the total kWh generated during a utility billing period multiplied by the Solar Tariff Generation Unit's applicable credit value under its applicable tariff structure. Alternative n Bill Credit Generation Unit energy value=total kWh generated\*energy compensation rate
- (b) Value of Energy Generated for Non-Net Metered Generation Units. The value of energy for a Non-Net Metered Generation Unit shall be equal to its total compensation received from a Distribution Company as a State Qualifying Facility under 220 CMR 8.00.
- Non Net Metered Generation Unit energy value=total kWh generated\*State Qualifying Facility value
- (2) Calculation of Incentive Payments for Behind-the-Meter Solar Tariff Generation Unit. Payments provided to the Owner of a Behind-the-Meter Solar Tariff Generation Unit by a Distribution Company for RPS Class I Renewable Generation Attributes and Environmental Attributes will be fixed at the point in time that a Solar Tariff Generation Unit receives its Statement of Qualification for the duration that the Solar Tariff Generation Unit is eligible under 225 CMR 20.00 and shall be equal to the total Solar Tariff Generation Unit's Base Compensation Rate plus any Compensation Rate Adders minus any Greenfield Subtractor, multiplied by the total kWh generated by the Solar Tariff Generation Unit in the utility billing period, minus the average of the sum of the Owner's distribution kWh charge, transmission kWh charge, transition kWh charge, and basic service kWh charge in the prior three calendar years, as of the Generation Unit's Commercial Operation Date.

  Behind the Meter Solar Tariff Generation Unit Compensation Rate=(Capacity Based Rate+Compensation Rate Adders-Greenfield Subtractor)-(three year average distribution kWh charge+three year average transmission kWh charge+three year average of basic service kWh charge)

#### 20.09 Solar Program Administrator.

The Department shall determine if it is necessary for the Distribution Companies to issue a request for proposals to procure an independent Solar Program Administrator that will be responsible for providing some or all of the following services by no later than July 5, 2017:

- (1) Receiving Statement of Qualification Applications;
- (2) coordinating with the Department and the Distribution Companies to issue Statements of Qualification to Solar Tariff Generation Units;
- (3) coordinating, receiving, and reviewing the requests for proposals under 225 CMR 20.07(3)(a).
- (4) acting as the Independent Verifier for all Non-NEPOOL Market Assets, pursuant to 225 CMR 20.05(6)(c); and
- (5) any other duties prescribed in a request for proposals.

## 20.10: Inspection

- (1) Document Inspection. The Department may audit the accuracy of all information submitted pursuant to 225 CMR 20.00. The Department may request and obtain from any Owner or Authorized Agent of a Solar Tariff Generation Unit, and from any Distribution Company information that the Department determines necessary to monitor compliance with and enforcement of 225 CMR 20.00.
- (2) Audit and Site Inspection. Upon reasonable notice to a Solar Tariff Generation Unit Owner, or Authorized Agent, the Department may conduct audits, which may include inspection and copying of records and/or site visits to a Solar Tariff Generation Unit's facilities, including, but not limited to, all files and documents that the Department determines are related to compliance with 225 CMR 20.00.

#### 20.11: Non-compliance

Any Distribution Company, Owner, or Authorized Agent of a Solar Tariff Generation Unit that fails to comply with the requirements of 225 CMR 20.00 and accompanying Guidelines shall be subject to the provisions in 225 CMR 20.11(1) through (3).

- (1) Notice of Non-compliance. A failure to substantially comply with the requirements of 225 CMR 20.00 and accompanying Guidelines shall be determined by the Department on a case by case basis. A written Notice of Non-compliance shall be prepared and delivered by the Department to any Distribution Company, Owner, or Authorized Agent of an Solar Tariff Generation Unit that fails to comply with the requirements of 225 CMR 20.00, and to the Department of Public Utilities, as applicable. The Notice of Non-compliance shall describe the requirement(s) with which the Distribution Company, Owner, or Authorized Agent failed to comply and the time period of such non-compliance.
- (2) Publication of Notice of Non-compliance. A Notice of Non-compliance may be published on the Department's website and in any other media deemed appropriate by the Department. Such publication may remain posted until the Distribution Company, Owner, or Authorized Agent returns to compliance as determined by the Department.
- (3) Suspension or Revocation of Statement of Qualification. The Department may suspend or revoke a Statement of Qualification if the Owner of a Solar Tariff Generation Unit or Authorized Agent of the Owner fails to comply with any provisions in 225 CMR 20.00.

#### 20.12: Severability

Request for Proposal --Solar Program Administrator

If any provision of 225 CMR 20.00 is declared invalid, such invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

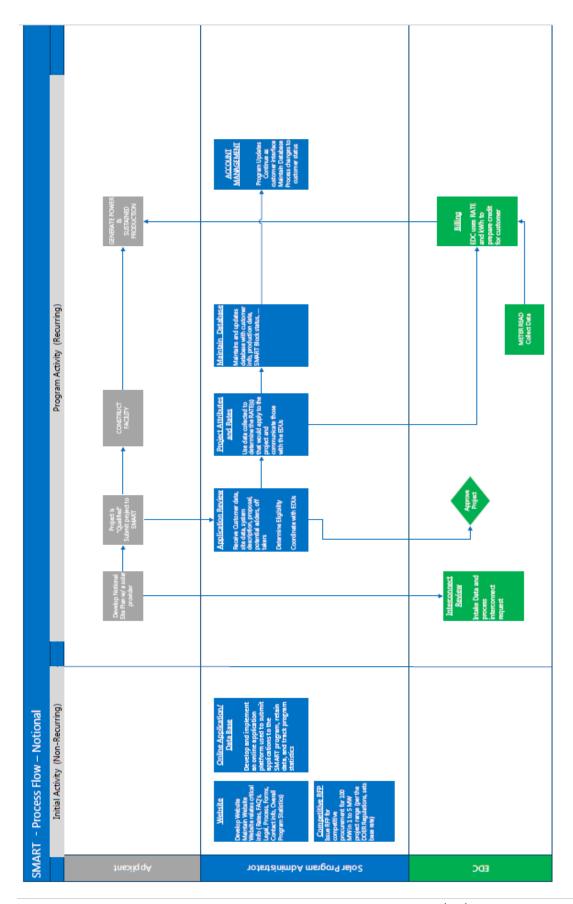
REGULATORY AUTHORITY 225 CMR 20.00: St. 2016, c. 75, § 11 and M.G.L. c. 25A, § 6.

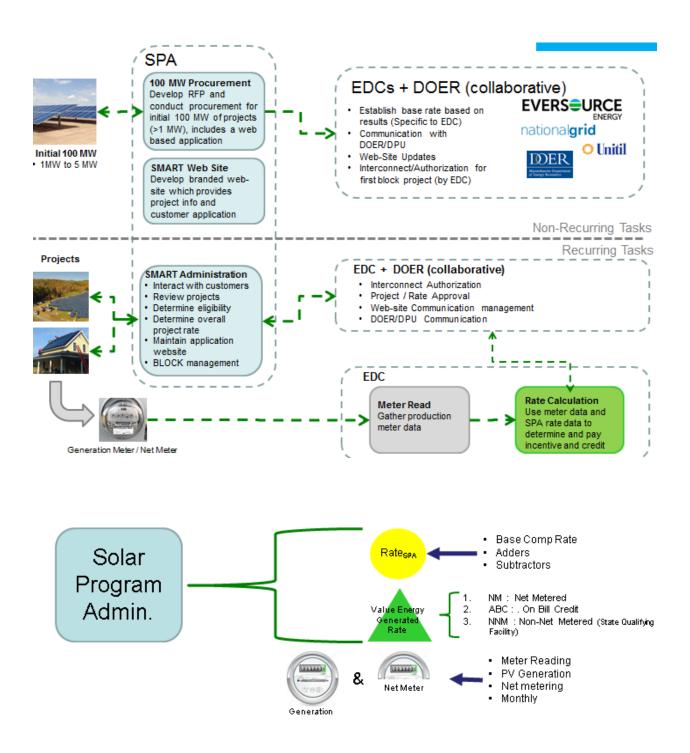
# **Attachment B - Sample Roles and Process Flow**

Roles in SMART Application Process				
Entity	Description of Responsibilities	What can they see?		
Applicant	Responsible for: 1. Initiating and submitting application 2. Responding to issues identified by administrator by resubmitting corrected applications	Only applications initiated by their user account		
Administrator	Responsible for:  1. Reviewing applications for completeness and following up with applicants to correct deficiencies  2. Managing queue and capacity block allocations  3. Registering NEPOOL GIS Asset(s) for facilities  4. Recommending final approval and applicable tariff rate to DOER	All applications		
DOER	Responsible for: 1. Reviewing administrator recommendations and following up with administrator to correct deficiencies 2. Notifying EDCs of facility approval and applicable tariff rate	All applications		
EDC	Responsible for: 1. Reviewing DOER approval and applicable tariff rates 2. Enrolling approved facilities in tariff to begin payment 3. Notifying DPU of individual facility enrollment in SMART program	Only applications for facilities in their service territory		

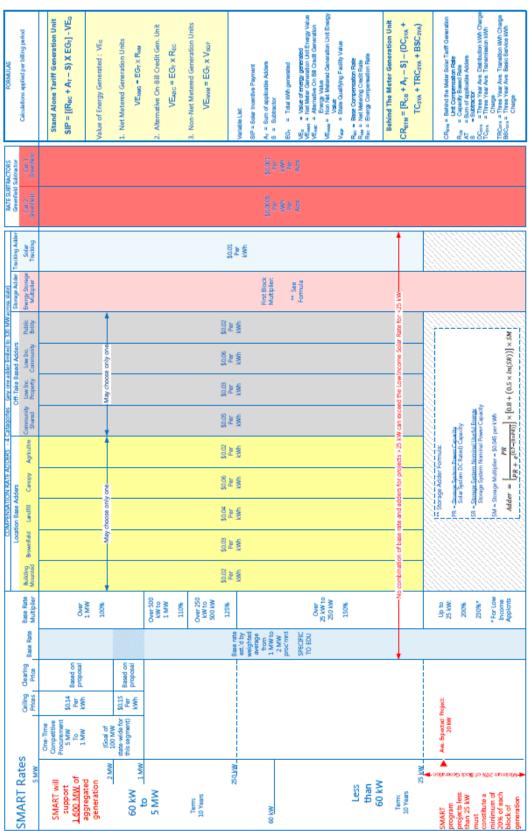
SMART Application Process Flow				
Step Entity Action				
1	Applicant	Submits application		
2	Administrator	Reviews application, makes recommendation to DOER		
3	DOER	Approves recommendation and capacity block allocation		
4	Administrator	Assigns capacity block allocation, informs applicant		
5		Issues approved Statement of Qualification and data on application to		
3	Administrator	appropriate EDC		
6	EDC	Reviews final DOER approval, enrolls facility in tariff		

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# **Attachment C - Matrix of Smart Program Attributes**



## **Attachment D - Block RFP Functional Requirements**

# 100 MW Block 1 RFP System Desired Functionality

The SMART program requires an initial bid and procurement of approximately 100 MW of solar generation facilities. This initial procurement will be open to systems that are from 1 MW to 5 MW of generation capacity. This portion of the program is critical because the electrical generation rates proposed in this element of the SMART program will be used to determine the base rate for all future SMART projects. The initial block bid will cover all EDC territories in Massachusetts, however the individual EDCs will have apportioned initial block generation targets.

The SPA shall achieve the following:

- 1. The Block 1 RFP shall be reviewed with the EDCs and DOER. (Note that the Block RFP *may* be subject to DPU approval).
- 2. Issue the Block RFP
- 3. Arrange a bidders conference in conjunction with the EDC(s) and DOER
- 4. Complete the Selection Process no later than 30 business days after the close of the RFP

#### Website/Database:

For this Procurement, the SPA will develop a website, processes and associated data files to accomplish the following:

- 1. Website will provide information specific to the initial procurement, including;
  - a. Program description
  - b. Eligibility criteria
  - c. Schedule
  - d. Evaluation process
  - e. Capacity requirement bid (specific for EDC, ½ of first block)
  - f. Confidentiality
  - g. Payment and Cost Recovery
  - h. Termination of Solicitation
- 2. Collect Applications from facility owners, including;
  - a. Applicant Data
    - i. Contact Information
  - b. Project Description
    - i. Project Capacity
    - ii. Project Location
    - iii. Type of installation
    - iv. Attributes of installation
    - v. Identify any Greenfield Subtractor applicability
    - vi. Identify if project was previously qualified as Solar Carve-Out II Renewable Generation Unit(s)

- vii. Supply evidence that the project complies with anti-segmentation language in the regulations
- viii. Project Proposed Base Compensation Rate
- c. Verify that the proposed project has an executed Interconnect Service Agreement (from EDC)
- d. Verify that the project has required Permits and Approvals
- e. Upload (or collect electronic signature) of Certification that if selected, the applicant will not be eligible to withdraw the proposal and reapply under a Capacity Block until 800 MW of Solar Tariff Generation Units have received a Statement of Qualification under 225 CMR 20.00
- f. Electronically (or by other proposed means) collect a Performance Guarantee Deposit
  - i. Amount and parameters of the Performance Guarantee Deposit shall be established in consultation with the Department, but which shall not exceed \$25 per kW of capacity.
  - ii. SPA will provide separate, secure and bankruptcy remote holding of the deposit amounts.
  - iii. SPA must be able to refund a deposit if the Generation Unit is not selected or declines an award. For Deposits that are abandoned, the SPA will transfer such amounts to the utility associated with the specific system forfeiting such amount.
  - iv. SPA must be able to refund a deposit (within 12 months of the SMART Program Effective Date) if the Solar Tariff Generation Unit is selected and chooses to move forward with the project.
- g. The SPA must promptly inform applicants of ineligibility based on
  - i. Failure to submit required documentation
  - ii. If requested Base Compensation Rate exceeds the ceiling prices established in the SMART Program regulations of \$0.15/kWh for projects from 1 MW up to 2MW, and \$0.14/kWh for projects larger than 2 MW
- 3. Provide a report of applicant projects to EDCs and DOER
  - a. Shall be able to generate reports of all projects with associated project data. Ideally the report can be sorted by the project data fields

#### **SELECTION**

At the conclusion of the solicitation period, the SPA will review eligible project applications and recommend statement of qualification approval to DOER per the following:

- 1. Applicant projects shall be ranked by requested Base Compensation Rate
  - a. Proposals requesting lower Base Compensation Rates being given preference over those requesting higher Base Compensation Rates
- 2. The SPA shall provide eligible applications proposals, ranked by Base Compensation Rate, up to the amount of MW being solicited by each EDC to DOER for approval or the applicant's Statement of Qualification under the regulation.

## **CLEARING PRICE and WEIGHTED AVERAGE CLEARING PRICE**

The SPA shall calculate the following:

- 1. The <u>Clearing Price</u> shall be determined for the specific EDC
  - a. 1MW to 2 MW: The Clearing Price will be equal to the highest Base Compensation Rate among the selected proposals in the 1 MW to 2 MW range, and shall not exceed the Ceiling Price per 225 CMR 20.07(3)(a)4
  - b. Greater than 2 MW: The Clearing Price will be equal to the highest Base Compensation Rate among the selected proposals in the 1 MW to 2 MW range, and shall not exceed the Ceiling Price per 225 CMR 20.07(3)(a)4
- 2. Weighted Average Clearing Price
  - a. For projects from 1 MW to 5 MW weighted averages of the Clearing Prices for Solar Tariff Generation Units with capacities between 1 MW to 2 MW and 2 MW to 5 MW specific to each Distribution Company shall be taken. The weight given to each Clearing Price shall be proportional to the total electric load served to Massachusetts End-use Customers by the Distribution Company in calendar year 2016.
    - i. WACP = (1-2 MW Clearing Price for Utility A)x(%Mass Electrical Load served by Utility A)+ (1-2 MW Clearing Price for Utility B)x(%Mass Electrical Load served by Utility B)+ (1-2 MW Clearing Price for Utility C)x(%Mass Electrical Load served by Utility C)+.....
    - ii. It is understood that the SPA shall have the proportion of delivered energy amount/percentages from each EDC in order to compute the Weighted Average Clearing Price. DOER has 2016 distribution load data (inclusive of load served by competitive Vendor) provided by the EDCs for the RPS Compliance Filing purposes.
  - b. For projects greater than 2MW to 5 MW, a weighted average of the Clearing Prices for Solar Tariff Generation Units with capacities greater than 2 MW to 5 MW specific to each Distribution Company shall be taken. The weight given to each Clearing Price shall be proportional to the total electric load served to Massachusetts End-use Customers by the Distribution Company in calendar year 2016.
    - i. WACP = (>2 MW Clearing Price for Utility A) x (%Mass Electrical Load served by Utility A)+ (>2 MW Clearing Price for Utility B)x(%Mass Electrical Load served by Utility B) + (>2 MW Clearing Price for Utility C)x(%Mass Electrical Load served by Utility C)+.....
    - ii. It is understood that the SPA shall have the clearing price data from each EDC in order to compute the Weighted Average Clearing Price

R	Responsible	Click on name	Task 1. Run Competitive Solicitation as Process Agent for the				
Α	Accountable	for definition	EDCs (100 MW Block 1 RFP)				
С	Consulted						
I	Informed						
Standard RACI		RACI		Function			
Step Number			Short Description of Activity	Third Party Administrator	EDCs	DOER	Due Date
1	Build Project Plan: Establish cycle time, Create RFP strategy		Facilitated Review of the project plan and timeline for the event	A/R	С	I	
2	Develop Bidder Lis	t		R	Α	С	
3	Compile & Send Task #1 RFP		Identify and agree team, capture event inputs including objectives, constraints, risks, and scope	R	А	I	
4	Coordinate Applica	nt Communications		A/R	С	1	
5	Conduct Pre-Bid Session with Vendors (if applicable) Manage Applicant Q&A		Manage Enrollment period including Applicant Inqueries	A/R	С	I	
6	Verify All Tender Documents Submitted		Closure of tender period and assembly of tender documents for evaluation team	A/R	С	I	
7	Conduct Eligibility Threshold Review		Apply program rules to the submitted applications	A/R	С	I	
	NO NEGOTIOATIONS						
	NO SHORTLIST						
12	Rank eligible projects by EDC, size and price, and determine clearing prices		Provide ranked project lists to each EDC and DOER for review and approval	R	А	С	
13	Receive approvals		DOER reviews materials and submits SQs to SPA, to be transmitted to applicants and EDCs	А	С	R	
14	Issue SQs		Provide document with SQ approval status to the applicants	R	С	Α	
15	Provide lists to EDCs, calculate WACP for statewide base tariff rate		Submit lists and calcualtions of WACP to EDCs and DOER for approval before public release	R	C, I	А	

## **Attachment E - Website Desired Functional Requirements**

The SMART program will require communication of program details and information through a web site. The objective is to provide those interested in the SMART program the necessary information and links to related sites to support learning about the program. The web site will also likely be the first contact point for interested parties, so it is will need to be appropriately branded to let the user know what entities are involved in the program, and to promote the program.

The SPA shall achieve the following:

- 1. The web-site draft shall be reviewed with the EDC
- 2. The web-site, approved by the EDCs and DOER, shall "go-live" no later than April 1, 2018
- 3. The web-site will be maintained and updated as needed for the duration of the program as described in the table below.

Item #	Item	Туре	Description	Site Function	Update Rate
1	SMART Branding	Graphic	Shall provide the "brand" of the SMART program as designed by the EDCs and DOER. Shall appear on all pages associated with the web-site to insure applicant can associate the SMART program with the solar activity	Illustration	As needed
2	Participant Branding	Graphic	Includes graphic "logo" for:  a. DOER  b. EDC	Illustration	As needed
3	SMART Program	Info.	Provide a description of the SMART program on a dedicated page to let the user know background	Page	After any program changes
4	Definitions	Info.	Provide a page that defines key concepts, items associated with the program (DOER 225 CMR 20.02; i.e. Adders, Greenfields, Net-metering, storage)	Page	Monthly
5	Tariffs, Incentives	Info.	Provide a page that describes the tariff based incentive program.	Page	Reviewed Monthly
6	Qualification	Info.	Provide a description of the Block Reservation Process	Page	Monthly
7	Calculation of Tariff	Info.	<ul> <li>a. Provide a description of how the tariff is calculated.</li> <li>b. Should include examples.</li> <li>c. Should include a "what if" tariff calculator</li> </ul>	Page	Reviewed Monthly
8	Tariff Status	Info.	Provide a page that provides the current tariff rates (as these vary by Block status)	Page	Real Time
9	Terms and Conditions	Info.	Provide information pertaining to:     a. Inspection     b. Non-Compliance     c. Severability     d. General Terms and Conditions	Page	Monthly
10	FAQs	Info.	Provide FAQs and answers	Page	Monthly/ As Needed
11	Contact Information	Info.	Provide a page with contact information for the following:  a. Solar Program Administrator b. EDC	Page	Monthly
12	Application Process/ Qualification Process	Info.	Describe the application/qualification Process	Page	Monthly
13	Application Process	Link	Provide a LINK to the application portal	LINK	Monthly
14	Links	Links	Provide links to a. DOER SMART page b. DOER Complaints/Issues submissions c. EDC interconnection pages/portal	LINK	Monthly
15	Document	Links	Provide links to critical documents such as:  a. Interconnect Application b. Associated regulations and guidelines c. Certifications and other required forms	LINK	Monthly

### **Attachment F - Application Portal Desired Functional Requirements**

The SMART program will require an application portal to accept customer applications and relate the application status. The application portal will need to link to a database which provides the current status of tariff s (by block). The application portal should also provide links to critical documents, and provide a means to upload completed paperwork (i.e. ISA, contracts, permits). The application portal shall serve all size projects. The application page should also allow a customer to update the status of those connected to a community based solar system. The expected volume of applicants (20,000+) requires that the application process be automated to the fullest possible means to reduce any live customer support.

In conjunction, the application database must be able to share information with the DOER and the EDCs.

The SPA shall achieve the following:

- 1. The Application Portal shall be reviewed with the EDC and approved by the DOER.
- 2. The Application Portal shall be live by: April 1, 2018
- 3. Offer training for applicants by May 1, 2018

#### Website/Database:

For the Application Portal, the SPA will develop a web based portal and associated database system to do the following:

- 1. The portal must meet the EDC's security guidelines
  - a. See Attachment G: Standard Information Security Requirements
- 2. Application web-site shall be branded (graphic) with:
  - a. The program branding (SMART or other agreed upon program name)
  - b. Participating EDCs
  - c. DOER
- 3. The portal must allow the applicant to create and use a log in name and password to access their data
  - a. Allow for management of all associated documentation
  - b. Allow for a reset in the event password information is forgotten
- 4. Require applicant to submit the information specific to the project(s)
  - a. See Attachment F Table 1 for suggested fields
  - b. Website should immediately identify any project details which would make the project ineligible and inform the applicant via the web-site
    - i. Ineligible projects should receive a link to the SPA for more information
    - ii. Ineligible projects should not be allowed to be uploaded into the database
  - c. Website shall use the applicant data to provide to DOER and the EDCs

- i. The estimated tariff (incentive) rate based on the applicant's project data.
- ii. The applicant's BLOCK status within SMART program (i.e. Block 1, 2, 3....)
- d. Collect electronic signature that the project data is accurate and that the customer consents to transferring final SQ record to the applicable utility
- e. Collect consent of the customer for Small Solar REC Assignment and Aggregation and the transferal of this form to the applicable utility
- f. Provide functionality to electronically collect a Performance Guarantee Deposit, Application Fee and a Deadline Extension Fee:
  - i. Amount and parameters of the Performance Guarantee Deposit shall be established in consultation with the Department.
  - ii. SPA must be able to refund a deposit if the Generation Unit is not selected or declines an award.
  - iii. Means of collecting payment shall include credit cards at a minimum.
  - iv. The SPA shall maintain records regarding monies paid for performance guarantee
  - v. Performance Guarantee deposit shall be held by the SPA and reconciled with the appropriate EDC on a routine basis
- g. The application web-site shall allow the customer to track progress of the application as per the following:

Status Levels and Definitions			
Status	Definition		
Saved	Application has been started, but not yet submitted		
Submitted	Application has been submitted to SPA for review		
Resubmitted	Application has been resubmitted to SPA for additional review		
Returned	Application has been returned to applicant for follow up		
Reserved	Application has received block reservation, but is not interconnected		
Extended			
Reserved	Application has received extended block reservation, but is not interconnected		
SPA Approved	Application has received block reservation and is interconnected		
Rejected	Application has been rejected		
Withdrawn	Application has been voluntarily withdrawn by applicant		
DOER	Application has received block reservation, is interconnected, and is approved		
Approved	as SMART eligible		
Enrolled	Application has been enrolled in tariff by EDC		

- h. The Application web-site shall E-mail any approval documentation required for the project to the applicant
- 5. Roles/Permissions
  - a. The web-site shall allow for the roles and permissions as defined below:

Roles		
User	Capabilities	
Applicant	Can save, submit, and resubmit applications	
SPA	Can return, reserve, extend, approve, reject, and withdraw applications	
DOER	Can approve, reject, withdraw, or return application to its prior status in SPA queue	
EDC	Can enroll or return application to SPA approved status in DOER's queue	

Visible Data		
Applicant	All applications associated with their user account	
SPA	All applications	
DOER	All applications	
EDC	All applications in their service territory	

Edit Roles		
Applicant	Saved, Returned, Reserved, Extended Reserved	
SPA	Submitted, Resubmitted, Reserved, Extended Reserved	
DOER	SPA Approved	
EDC	DOER Approved	

- 6. The application portal web-site's database function must
  - a. Provide a report of applicant projects to EDCs and DOER
  - b. Shall be able to generate reports of all projects with associated project data. Ideally the report can be sorted by the project data fields
  - c. Track BLOCK status for the EDC and insure the BLOCKs are meeting program rules

**Table F-1 - Smart Application Fields** 

Application Field	Description	Notes
Section		
Interconnection Application ID #	The interconnection application ID number assigned to the facility by its local distribution company	
Site Name	The name of the site or facility where the project is located	
Street Address	The street address of the location of the PV system	
City	The City/Town in which the PV system is located	
State	The State in which the PV system is located	

Zip Code	The zip code in which the PV system is located	
Facility Type	The type of facility at which the PV system is located (i.e. residential, commercial, public, etc.).	
Electric Distribution Company	The electric distribution company that authorized the PV system to interconnect to the grid	
Host Customer Utility Rate Class	Dropdown to select the rate class assigned to the host customer's utility meter	
Standalone or Behind- the-Meter	Dropdown to select whether the facility is seeking classification as Standalone or Behind-the-Meter	
Energy Compensation Mechanism	Dropdown to select energy compensation tariff type (i.e. net metered, alternative bill credit, qualifying facility)	
Ground, Building, Canopy, Agricultural Solar Tariff Generation Unit	Dropdown to select location of PV system	
Land Use Category	Dropdown to select Category 1, 2, or 3 classification	
Acres Impacted (only required for Category 2 or 3 facilities)	The number of acres impacted (square footage of PV modules * number of PV modules)	
Sect	ion 2a: Location Based Adders	
Building Mounted Solar Tariff Generation Unit Solar Tariff Generation Unit on a Brownfield Solar Tariff Generation Unit on an Eligible Landfill Canopy Solar Tariff Generation Unit Agricultural Solar Tariff Generation Unit	Radio buttons allowing the applicant to select one of the five adder types	
Secti		
Community Shared Solar Tariff Generation Unit Low Income Property Solar Tariff Generation Unit Low Income Community Shared Solar Tariff Generation Unit Public Entity Solar Tariff Generation Unit	Radio buttons allowing the applicant to select one of the four adder types	
	tion 2s. France Stance Adder	
Sect	tion 2c: Energy Storage Adder	

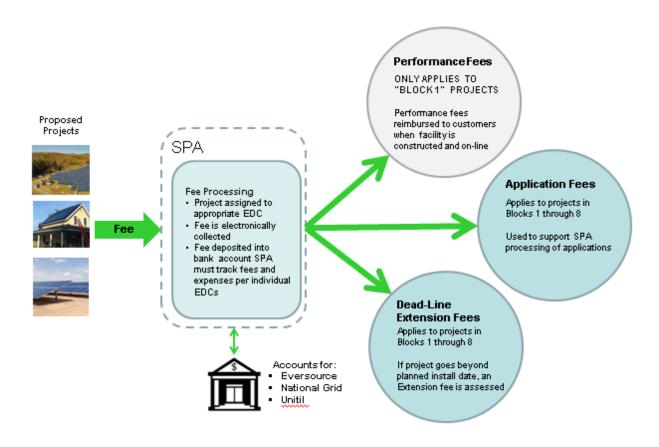
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Energy Storage System	Radio button allowing the applicant to select eligibility for adder type (if selected, the following four fields will become visible)	
Energy Storage	Manufacturer of the energy storage asset being	
System Manufacturer	used	
Energy Storage System Model	Model of the energy storage asset being used	
Capacity of Energy	The nominal rated power capacity of the storage	
Storage System	asset	
Duration of Energy Storage System	The length of time that the storage asset can operate at full capacity	
Round Trip Efficiency	The round trip efficiency of the storage asset	
in Normal Operation	(must be at least 65%)	
Data Provision Requirement Certification	Certification confirming that the owner agrees to provide one-year of operational data to the SPA	
Section	2d: Solar Tracking System Adder	
Solar Tracking Adder	Radio button allowing the applicant to select eligibility for adder type	
Sec	ction 3: Contact Information	
System Owner (name, address, email, phone)	Owner of the PV system seeking qualification	
Customer of Record (name, address, email, phone)	Eligible customer with the distribution company whose name appears on the Distribution Company billing account of a meter connected to a PV system	
Primary Installer (name,	The entity primarily responsible for the	
address, email, phone)	construction and installation of the PV system	
Section 4:	Equipment/Installation Information	
PV Module Manufacturer	Manufacturer of the PV modules used	
PV Module Model	Model type of the PV modules used	Will need to have capability
Number of Modules	The quantity of modules used	to enter multiple types of same equipment (i.e.
Inverter Manufacturer	Manufacturer of the inverter(s) used	different makes and models)
Inverter Model	Model type of the inverter(s) used	
Number of Inverters	The quantity of inverter(s) used	
System Size (kW DC)	The DC rated capacity of the PV system	Automatically calculated using module information
System Size (kW AC)	The AC rated capacity of the PV system	Automatically calculated using inverter information
Estimated Annual	The estimated annual production of the PV	
Production (kWh)	system before shading	
Percent of System Shaded	The percent of the system that is shaded	
Estimated Annual Production after Shading (kWh)	The estimated annual production of the PV system after shading	

System Azimuth (in degrees)	The azimuth of the PV modules (180 degrees=South)		
System Inclination (in degrees)	The angle at which the PV modules are tilted	Will need to have capability to enter multiple numbers	
PV Panel Orientation Type (fixed, single axis, dual axis)	How the PV modules are oriented (fixed, single axis, dual axis, etc.)	for different arrays	
Total Installation Cost	The total costs incurred installing the PV project		
Commercial Operation Date	The date on which the PV system received the authorization to interconnect to the grid		
Sectio	n 5: Attachments/Certifications		
Authorization to Interconnect/Permission to Operate	The official notification from the electric distribution company that the Generation Unit has been granted the authorization to interconnect to the grid.	Must be provided by all facilities before tariff enrollment	
Executed Contract	Copy of an executed contract between the Primary Installer and the Customer of Record	Only required for host owned systems <=25 kW AC	
Third Party Lease	Copy of an executed lease between the System Owner and Customer of Record	Only required for 3rd party owned systems <=25 kW AC	
Interconnection Services Agreement	The fully executed Interconnection Services Agreement issued by the local distribution company.		
Non-Ministerial Permits	All non-ministerial permits required to construct the Generation Unit.		
Proof of site control	A demonstration of a sufficient interest in the real estate or other contractual right to build the Generation Unit at the location specified in the ISA. Examples of this could be a lease or option agreement. In the case that the System Owner owns the property on which the Generation Unit will be located, no further documentation is required at the time of application.	For >25 kW AC only	
Post closure use permit	A post-closure use permit issued by the Massachusetts Department of Environmental Protection.	For Eligible Landfills only	
Schedule Z	Schedule Z credit allocation form	For CSS and Low Income CSS only	
Low Income Property Documentation	Documentation that demonstrates the facility meets the eligibility to qualify as a Low Income Property Generation Unit (see Low Income Guideline)	For Low Income Property only	
Brownfield Pre- Determination	Pre-determination letter from DOER that facility is located on a Brownfield	For Brownfield only	
Agricultural Solar Tariff Generation Unit Documentation	Confirmation from MDAR that PV system meets criteria to qualify as Agricultural Solar Tariff Generation Unit	For Agricultural Solar Tariff Generation Units Only	
Description of Energy Storage System	Description of Energy Storage System	For PV systems paired with Energy Storage Systems Only	

### Request for Proposal --Solar Program Administrator

Extension Documentation  Certification by Applicant	Various forms of documentation necessary to secure extension to existing reservation (i.e. legal challenge, evidence of construction)  Certification by the applicant regarding their authorization to submit the application on behalf of the System Owner and confirming that all of	Required for all systems
ppourc	the information provided is complete and accurate to the best of their knowledge.	
Payment Information	Information necessary to process application fee payment	
Section 6: D		
SMART Effective Date	The earliest date on which production from the Generation Unit is eligible to generate Class I RECs	
Section 7:		
NEPOOL GIS Generation Unit Asset ID#	The identification number assigned to an Asset established for a Generation Unit at NEPOOL GIS. This is a five or six digit number with the prefix NON or MSS.	
NEPOOL GIS Asset Plant- Unit Name	The plant and unit name used when an Asset for a Generation Unit is registered at the NEPOOL GIS	

# F-2 Proposed Fee Process (Performance Guarantee, Application Fee and Deadline Extension Fee)

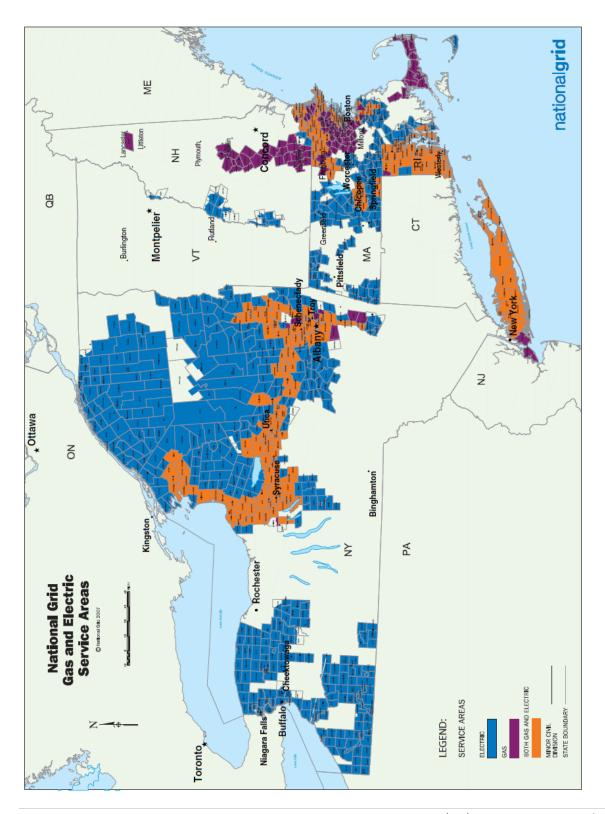


#### **Attachment G - Information Security Requirements**

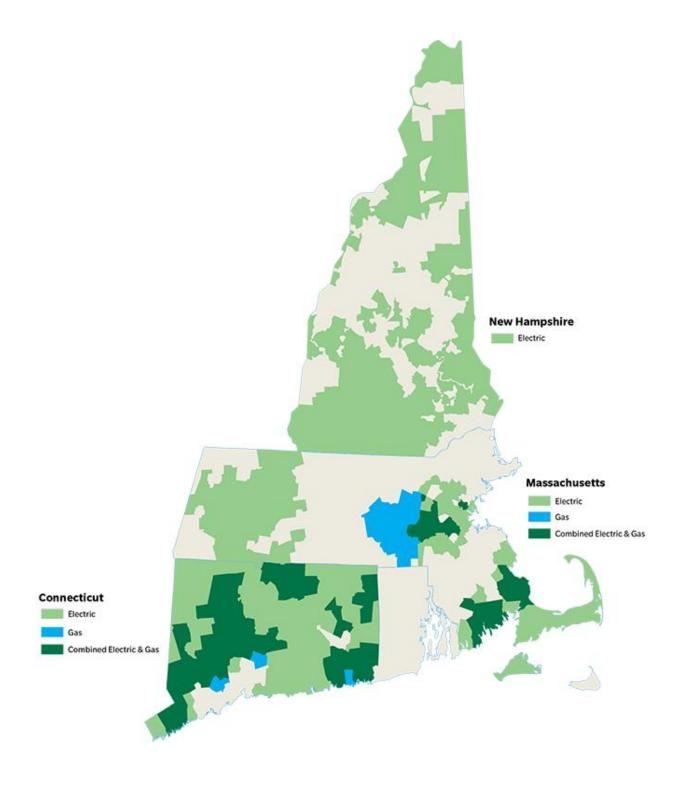
Please refer to the Vendor Security Questionnaire in the Ariba system.

## **Attachment H - Service Territory Maps**

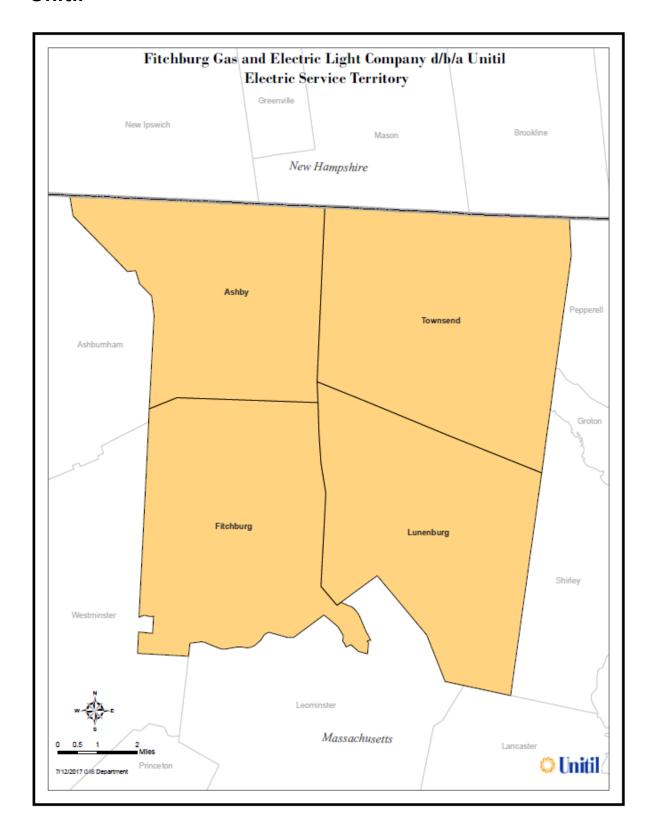
# **National Grid**



### **Eversource**



### Unitil



#### **Attachment I - Guaranteed Service Levels**

The SPA will be contractually obligated to satisfy certain policy goals, functional requirements and Service Levels including, but not limited to:

- Prompt and accurate evaluation and processing of eligibility applications
- Maintaining a high level of data security
- Compliance with accounting and reporting obligations.
- Proper reconciliation of application payments, Utility payments and DOER Payments
- Proper recognition of program administration expenses.
- Proper applicant payment acceptance and processing.
- Prompt resolution of issues affecting system availability or performance.
- Prompt and accurate notices (referenced in this RFP, the SOW or the regulations) to the Utilities and Applicants.
- Maintenance of system enhancements and updates to keep system functionality at peak performance
- Provision of dedicated service personnel to assist applicants and the Utilities.
- High level of applicant and Utility customer satisfaction.
- High level of system availability.

<u>Credit for Service Level Failures</u>. If actual performance fails to satisfy a Service Level, the Utilities will be entitled to a credit against the SPA charges for that month. Details of the Service Levels and credit amounts shall be included in the agreement with each Utility.