



Non-Wires Solution Request For Information/ Request For Proposal Template <Insert Area Name>

<Insert Date>

DISCLAIMER

This **Request for Information/Proposal (RFI/RFP)** is not an offer, or a commitment by **UI/Eversource** or its affiliates to select any person who completes and submits a response to this **RFI/RFP** or to enter into an Agreement and does not create any rights in any person or obligate **UI/Eversource** to enter into an Agreement with any person and/or Company. **UI/Eversource** reserves the right to accept or reject any or all Bids in whole or in part, for any reason or change or withdraw this **RFI/RFP** or terminate the process, at its sole discretion, at any time, without any liability or obligation of any kind whatsoever.

Contents

I.	Overview	3
A.	Introduction.....	3
B.	Background.....	3
C.	RFI/RFP Purpose	3
II.	RFI/RFP Project Description	3
A.	NWA Resource(s) Need Summary	3
B.	Resource Requirements	3
C.	Eligible NWS Resources	4
D.	Available Data and Information	5
III.	RFI/RFP Overview.....	5
B.	Communications and Questions	6
C.	Submittal Instructions	6
D.	General Guidelines	7
IV.	RFI/RFP Proposal Format and Content	8
A.	All DER Proposals.....	9
B.	Distributed Generation Resources	12
C.	Energy Storage Technologies	12
V.	RFI/RFP Proposal Evaluation	13
VI.	Electric Interconnection.....	14
VII.	Participation Protocols.....	15
A.	Overview.....	15
B.	Limitations on Proposal Size.....	15
C.	Electronic Documents.....	15
D.	Communications.....	15
E.	Non-Disclosure Agreement with Cyber Security Requirements	15
F.	Contractor must agree to be bound by its Proposal(s) for a period of six (6) months from the date provided to UI/Eversource.	16
VIII.	Negotiations and Agreement Communication	16
A.	Agreement Execution	16
B.	Agreement Communication	16
C.	Regulatory Approval.....	16
D.	Termination of the RFI/RFP and Related Matters	16
IX.	RFP Terms and Conditions	17
A.	General Guidelines	17
B.	Disclaimers for Rejecting Proposals	18
C.	Contractor Representations and Warranties, Binding Proposal	18
D.	Credit and Performance Assurances	20
E.	Contractor's Waiver of Claims and Limitations of Remedies	21
X.	Attachments.....	23
A.	Attachment A: Non-Disclosure Agreement with Cyber Security Requirements ...	23
B.	Attachment B: Contractor Qualifications Assessment	23
C.	Attachment C: Security Control Requirements	23
D.	Attachment D: NWS Agreement Template	23
E.	Attachment E: Contractor's Checklist.....	23
F.	Attachment F: NWS Bid Form Questionnaire.....	23

I. Overview

A. Introduction

- Provide company background.

B. Background

- Provide Re07 NWS Program background
- Provide background of the area where the project may be located.
- Include suitability criteria

C. RFI/RFP Purpose

- Provide a high-level overview of the RFI/RFP need is looking.
- Provide the agreement terms.

II. RFI/RFP Project Description

A. NWA Resource(s) Need Summary

- Define how the system need was found
- Identify the traditional wires solution
- Identify any violations (e.g., EDC internal planning criteria, FERC, ISO-NE, etc.)
- Project size
- Minimum Term
- Describe further the system needs and why they are occurring
- Identify Needs timing
- Identify frequency timing
- Identify known viable solutions
- Needs flexibility, if any.
- Describe if redundancy to an NWS will be required
- Provide potential NWS locations and any applicable specifications required

B. Resource Requirements

- Provide detailed information of the system need(s) the RFI/RFP is looking to meet (i.e., contingency, maintenance, etc.)
- Identify all qualifying NWS technologies that may help mitigate the system need identified
- Provide geographical location of need area
- Provide table with NWS performance requirements

XX Area NWS Performance Requirements	
NWS Size (MW)	
Load pocket Size (MW)	

Critical Load level (MW)	
Contingency Type	
Violation Type	
Summer - Estimated Typical Duration (hours/day)	
Winter - Estimated Typical Duration (hours/day)	
Estimated Duration (hours/year)	
Estimated Energy Requirement (MWh/yr.)	
Dispatchability	

- Provide peak day load curves for both winter and summer seasons

C. Eligible NWS Resources

The NWS resource(s) will be required to operate as needed to support the electric system requirements. **UI/Eversource** will consider both in-front of the meter (grid connected) and behind-the-meter (end-user connected) and resources that may include one or more, or a combination of the following technologies in this **RFI/RFP**:

- Distributed Generation¹
- Energy Storage
- Energy Efficiency
- Other resources that are able to meet the identified reliability needs

For purposes of responding to this **RFI/RFP**, because existing Distributed Energy Resources² (“DER”) are already included within current planning studies, **UI/Eversource** will consider all DERs in service as of the date of this **RFI/RFP** located within the Service Area³. If existing DER providers bid their resource(s) as a solution to this **RFI/RFP**, adjustments will be required in the load profiles associated with this **RFI/RFP** to avoid double counting.. Proposals must be capable of providing reliability support and satisfying other requirements indicated within this **RFI/RFP**. Contractor(s) may submit multiple options for any and all, and for any combination of the resources listed above.

The NWS resource(s) shall be required to satisfy each of the following, as applicable:

- Meet North American Electric Reliability Corporation (“NERC”) requirements (cyber, site security, other);
- Comply with ISO-New England Inc. (“ISO-NE”), local and state interconnection requirements, including metering and ancillary service provisions and all applicable operating policies, criteria, rules, guidelines and tariffs and Good Utility Practice⁴; and

¹ Per [DOE](#), Distributed Generation is the term used when electricity is generated from sources, often renewable energy sources, near the point of use instead of centralized generation sources from power plants.

² Per [National Renewable Energy Lab](#), Distributed energy resources are small, modular, energy generation and storage technologies that provide electric capacity or energy where needed.

³ Service Area refers to the geographic location where services must be provided by **UI/Eversource**.

⁴ Per [ISO-NE](#), Good Utility Practice means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was

- Comply with all required environmental and operating permits and licenses (including environmental assessments and/or environmental impact statements) while meeting the requested reliability needs.
- Demonstrate ability to receive orders to generate or reduce or respond to dispatch instructions.

D. Available Data and Information

UI/Eversource will use commercially reasonable efforts to provide relevant data to Contractors; provided, however, UI/Eversource reserves the right, in each company's sole discretion, to withhold disclosure of any data that UI/Eversource determines would undermine, among other things, cybersecurity and electric grid reliability. UI/Eversource, to the best of its knowledge, will provide the most accurate data available at the point in time when requested by Contractors. Depending on the data request, Contractors may be asked, at UI's/Eversource's discretion, to comply with cyber security standards, which identify UI's/Eversource's minimum cyber security requirements and are subject to change from time to time, as outlined in the Non-Disclosure Agreement ("NDA") with Cyber Security Requirements (Attachment A).

UI/Eversource have Hosting Capacity Maps available on their respective websites for Contractor's reference.

- [UI Hosting Capacity Map](#)
- [Eversource Hosting Capacity Map](#)

III. RFI/RFP Overview

A. Expected Schedule⁵

The following schedule provides milestones associated with this RFI/RFP process. However, UI/Eversource reserve the right to modify this schedule at any time and for any reason. Any updates to the schedule will be distributed via email to Contractors who have expressed interest in this RFI/RFP.

Date	Task Description
Insert date	Issue RFI/RFP
"	Pre-RFI/RFP Response Conference Call
"	Deadline for submission of written questions to UI/Eversource
"	UI/Eversource release responses to all questions
"	RFI responses due; RFP Bid due date

made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather includes all acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act Section 215(a)(4).

⁵ UI/Eversource agreed with PURA's Process Monitor that most RFIs/RFPs shall take on average about three months to conduct. However, there may be instances where complex system needs are identified that may result in a competitive solicitation process beyond three months.

"	Expect to complete initial review
"	Expect to complete preliminary <u>Benefit Costs Analysis</u> - short list
"	Expect to complete technical analysis ⁶
"	Bid Selection
"	Agreement(s) execution ⁷
"	Submit Agreement(s) to PURA
"	Expect construction to begin
"	Anticipated resource in-service date

B. Communications and Questions

To help ensure accuracy and transparency of the information provided, **UI/Eversource** asks that all communications relative to this **RFI/RFP** take the form of an e-mail directed to:

<add email address>

Contractors are encouraged to submit questions via email at any time prior to the noted above last day for Contractor questions. Questions and answers, with the originating parties' name withheld, will be shared via email with all interested parties and will also be posted to **UI/Eversource's** website prior to the deadline for **RFI/RFP** responses. Contractors must mark any questions which are confidential as such, and if in agreement that the response should be confidential, **UI/Eversource** will respond to the questioner confidentially regarding those confidential questions only. **UI/Eversource** may, in its sole discretion and without liability or responsibility, decline to respond to any email or other inquiry.

C. Submittal Instructions

All responses to this **RFI/RFP** must be limited to 40 pages (excluding the Attachments to this **RFI/RFP**). This limitation is intended to aid both Contractors and reviewers, and those portions of responses which exceed the 40-page limit (not including Attachments) will not be evaluated. This 40-page limit includes all other attachments, specification sheets, brochures, and other addenda.

All Proposals from Contractors must be received in electronic form via email submission to **<add email address>** by **<add date and time (EST)>**.

The electronic documents must be in a Microsoft Word, Excel, or Adobe (pdf) file, as applicable. Please note that a paper copy of the Proposal will not be accepted. No other software-created documents should be provided, nor will hard copy alone documents be accepted. Electronic documents including attachments, specification sheets, brochures, and other addenda must be emailed to **<add email address>**. Electronic documents should be unlocked to allow calculations to be viewed.

⁶ Includes identification of system upgrades/interconnection scope.

⁷ Pending any applicable Public Utility Regulatory Authority ("PURA") approvals.

D. General Guidelines

The following general guidelines are provided to clarify the expectations of this RFP and to assist Contractors in developing Proposals:

- **UI/Eversource** will not consider any load reductions or equivalent supply additions, which are already in service as of the release date of this **RFI/RFP**. Projects which are already in service cannot contribute to a future change in the electric system. Exceptions may include incremental reductions associated with projects which are already in service and/or projects which may have been initiated prior to the release of this **RFI/RFP**, but which have not created system reductions or supply increases.
- Projects must be capable of providing the reliability support and satisfying the other demand-related requirements indicated within this **RFI/RFP**.
- All technology types being proposed shall be commercially proven and available.
- **UI/Eversource** may accept a portfolio of projects or aggregate proposals to meet the resource requirements. Notwithstanding the requirements for cost effective solutions to the system needs identified in this **RFI/RFP**, a Proposal which offers a diverse set of solutions may be considered ahead of a single solution.
- **UI/Eversource** may ask Contractors to elaborate or clarify specific points or portions of their Proposals. Clarification requests may take the form of written questions, phone calls, or requests for in-person meetings.
- **UI/Eversource** reserves the right to make changes to this **RFI/RFP** by issuing one or more addenda or amendments and to distribute additional clarifying or supporting information relating to any changes. Information will be distributed via email to Contractors that have expressed interest in the **RFI/RFP**.
- Contractors are encouraged to provide and release necessary authorizations for **UI/Eversource** to verify Contractor's relevant management and construction experience and expertise, as applicable, to successfully develop, finance, construct, operate and maintain its proposed project, except where it is contractually prohibited from doing so pursuant to customer agreements.
- If a Proposal is selected to move forward, Contractors will be responsible for obtaining and demonstrating all site control (including all necessary leases, easements, or development rights necessary to develop and operate the project) and all applicable permits and licenses associated with executing their Proposal.

IV. RFI/RFP Proposal Format and Content

Contractors must provide the information described below in order for UI/Eversource to consider their Proposals. Contractors must also (i) execute an NDA with Cyber Security Requirements (Attachment A) with UI/Eversource, (ii) provide, as required, Contractor Qualifications Assessment (Attachment B), (iii) sign up to use UI/Eversource's procurement systems, and (iv) Contractor's proposal shall include: (i) an inventory of ALL sourced components (hardware and software) and place of origin when the project includes equipment accessible by means of routable connectivity that, as installed, can be used to gain remote access to or control of System Infrastructure⁸, the Systems Network⁹, or Information Systems¹⁰, and/or services and software provided by a vendor for the operation, control, monitoring, maintenance, or use thereof; (ii) a bill of materials that lists all software and hardware components; and (iii) an architectural diagram. Further, no NWS technology shall be configured in a manner that can be used to gain remote access or to provide remote access, except to locations approved by the UI/Eversource. To the extent that any vulnerabilities are found in the proposed NWS technology, UI/Eversource shall have the right, in its sole discretion, to request modifications to mitigate such vulnerabilities.

UI/Eversource will review and consider Proposals that satisfy the requirements described within this RFI/RFP.

Proposals must be limited to forty (40) pages, including all supplemental documents, but excluding Attachments provided as part of this RFI/RFP.

Contractors must provide the following information, and in the format described below, in their Proposal. There should be no other documents submitted to UI/Eversource with the RFI/RFP Proposal.

Proposal Section	Proposal Section Title
1	Executive Summary
2	Company Overview
3	Body of Proposal
4	Pricing
5	Contractor Qualifications and References
6	Assumptions and Exceptions
7	Attachment A (NDA with Cyber Security Requirements), Attachment B (Contractor Qualifications Assessment), Attachment C (Security Control Requirements), Attachment D (NWS Agreement Template),

⁸ System Infrastructure refers to the transmission, distribution, and generation facilities and other resources (i.e. battery storage) that comprise the electric system ("the grid") and the physical and cyber assets that are used to control them.

⁹ System Network refers to the Local Area Network ("LAN") or Wide Area Network ("WAN") used to remotely access and transmit utility electric data or control from/to the System Infrastructure

¹⁰ Information Systems refers to utility owned or controlled software Operational Technology ("OT") or Information Technology ("IT") tools employed on the system infrastructure or assets for any reason.

	Attachment E (Contractor’s Checklist), and Attachment F (NWS Bid Form Questionnaire).
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1. Executive Summary – a 1-2-page, concise review of the project presented in the Proposal. This summary should include the size of the project proposed in kW.
2. Company Overview – Answers all questions in Appendix B: Contractor Qualifications Assessment.
3. Body of Proposal – This information should constitute the majority of the allowed forty (40) pages for the Proposal. Please note that not all of the following information is required for all Proposals, but that all relevant and applicable details of the project should be provided here, including but not limited to:

A. All DER Proposals

If applicable, Contractors are requested to provide the following information for each proposed project:

1. Project description, including the proposed project address or location.
2. Proposals should include, at a minimum, the basic descriptive and quantitative elements of each Contractor’s Proposal, including those listed here.
 - i. Name of Contractor
 - ii. Contractor Website Address (if applicable)
 - iii. Name of Contact person
 - iv. Contact Address Information (street address, City, State, Zip Code)
 - v. Contact Telephone
 - vi. Contact Email Address
 - vii. Bid Price
 - viii. Estimated interconnection cost
 - ix. Project Name
 - x. Project Type
 - xi. Project Installation Year
 - xii. Performance characteristics of the project (i.e., “per kW, MWh, kWh” etc.)
 - xiii. Number of Units Installed each year
 - xiv. Expected Operating Life of Project
 - xv. Nameplate Capacity of Project
 - xvi. Coincidence Factor
3. Additional information regarding DER Measure types, MW capacity, and MWh produced by the Project(s) on an hourly, daily, monthly, and annual basis. This should also include the calculations used to arrive at the responses provided.

4. Additional information explaining the proposed project cost.

Provide a one-time price for a turnkey project to be purchased by **UI/Eversource**. Contractors must include the complete installed costs of the proposed project. Contractors are strongly encouraged to provide annual pricing for the life of the project for all required maintenance of proposed project(s) as a separate cost option as part of Option B.

5. The complete installed costs of the proposed project (if different than shown in items 2.vi. and 5 above), including costs which may not accrue directly to **UI/Eversource** for payment, but which should be utilized in the project's Benefit Costs Analysis ("BCA").

6. Operational Constraints associated with the project(s) proposed.

7. Description of project's ability to receive orders to generate or reduce or respond to dispatch instructions.

8. If available, a description of Contractor's experience in developing projects such as the project(s) contemplated in their response, and a high-level milestone schedule based on previous experience delivering similar projects.

9. Reactive (MVAR) and voltage regulation capabilities of the proposed project(s).

10. A list of all primary mechanical and electrical equipment necessary for the project(s), including manufacturers, quantities, models, etc., as well as the names and experience of any third-party subcontractors and/or suppliers that Contractor is contemplating using for the project(s).

11. Evidence that any and all redundancy requirements for single contingency needs are fully met.

For any proposed DER projects that are not 100% reliable, Contractors shall include a description of any redundancy included to ensure that the adequate level of reliability service is provided **UI/Eversource** reserves the right, in its sole discretion, to aggregate proposals to meet the reliability need.

12. Contractors are encouraged to include in their proposal(s) the option to add additional capacity/load reduction capabilities in future years of the Agreement term at a cost to be negotiated at that time, if needed. Additional capacity/load reduction capabilities could be needed in future years of the Agreement term if the actual load in the Service Area exceeds the forecasted NWS needs noted in Section II.

13. A Measurement and Verification plan ("M&V Plan"), which substantiates the reasonableness of the estimated generation or reduction values, including methods and techniques that will be used to determine performance from a specific NWS contracted project. The plan should include all M&V options needed to address all of the NWS measures installed as part of the project(s).

14. Annual environmental impacts of the project(s), including air (NO_x, SO_x, CO, CO₂, and particulates), water (thermal) and soil, associated with each Proposal.

15. If applicable, Contractor must demonstrate compliance, or detail plans to comply, with the ISO-NE Tariffs and NERC/ Northeast Power Coordinating Council ("NPCC") reliability standards.

16. Contractor must agree to and provide evidence that it will: (i) provide reliability support to **UI/Eversource**; (ii) operate and maintain the project(s) in accordance with Good Utility Practice; and (iii) interface and comply with ISO-NE scheduling deadlines and requirements.
17. The following information regarding Contractor's organization and corporate structure, as applicable:
 - a. Contractor's legal name and form of organization (e.g., corporation, Limited Liability Company);
 - b. State of incorporation or organization;
 - c. Contractor's Principal Business: Contractor must provide a detailed description;
 - d. Contractor's Organization: Contractor must provide its organizational chart showing each level of ownership up to the ultimate parent; and
 - e. Disclosure of all affiliated and non-affiliated entities associated with Contractor's proposed project team, including a description of each entity's role.
18. If applicable, Contractor must provide a description of its experience in developing projects such as contemplated in the Proposal, particularly in Connecticut or other New England states.
19. If applicable, Contractor shall list its references for such prior projects by name, address, and contact number.
20. The following status of financing activities below, as well as status of the financing of development and permitting costs:
 - i. Amount and type of financing for the project, including construction and term financing (including expected sources and amount of debt and equity financing, including any plans to utilize tax credits or other government funding sources, grants or subsidies);
 - ii. Any report of an independent engineer or other consultant regarding the project prepared for, or as part of, the project financing; and
 - iii. The identification and description of other transactions by Contractor that have been leveraged, either prior or subsequent to the construction or commercial operation date, including, without limitation, all financing arrangements for such transactions, liens, and restrictive covenants agreed to by the Contractor.
21. If Contractor intends to receive compensation from other state regulatory proceedings/programs, including market participation in ISO-NE programs, Contractor must disclose these plans within their Proposal and reflect the realization of these additional value streams in its proposal pricing to **UI/Eversource**. Speculative value streams will not be considered in the evaluation of Proposals.
22. Contractor must provide a viable plan for obtaining all local, state and/or federal, as applicable, permits, licenses and environmental assessments and/or environmental impact statements required. To the extent Contractor has secured or applied for any permit or license, please include that information in Contractor's response.

23. Contractor must be in compliance with any applicable local, State, and federal laws and regulations.
24. Contractor must identify all safety measures that will be incorporated as part of its project.

B. Distributed Generation Resources

UI/Eversource will review and consider Proposals for Distributed Generation (“DG”) resources meeting the requirements described within this RFI/RFP, including location within UI/Eversource’s Service Area.

If applicable, and in addition to the information requested above, Contractor (s) shall provide the following information for each DG type of DER proposed, if Contractor (s) Proposal includes multiple DG units:

1. The period, in minutes, between shutdown and start up and the available number of start-stop cycles per day;
2. Minimum run time per start;
3. Information describing to what extent the DG/CHP design involves clean power supply sources that minimize environmental impacts;
4. Information about the fuel supply, including duration of fuel stored onsite, and demonstration of the ability to obtain and replenish the fuel supply to the facility;
5. Indication of whether Contractor plans to seek Market Based Rate Authority from FERC, and the timetable for receiving such authority;
6. Explanation of any market power impacts associated with each Proposal;
7. For Solar PV installations, Contractor must provide both the AC and DC nameplate ratings, the installation characteristics (i.e., rooftop, ground, other), the angle(s) of installation, whether fixed installation or load following, the proposed load duration curve and any other technical information Contractor or UI/Eversource deems necessary to provide evidence of compatibility between the proposed project and the distribution requirements; and
8. Contractor must identify all safety measures that will be incorporated as part of its project.

C. Energy Storage Technologies

If applicable, and in addition to the information requested and provided above, Contractor (s) shall provide the following information for each DER proposed (which is not DG):

1. Types of facilities at which the project(s) will be implemented;
2. Duration of minimum and maximum reduction and estimated time of day and day of week of reductions (i.e., projected load reduction curve);
3. Time to reach minimum and maximum reduction amounts;
4. The maximum run time/start and load curve during maximum run time, minimum recharge time, and load curve during minimum recharge, and the minimum State of Charge (“SOC”);
5. The description of the process for billing and payment of charging energy storage resource(s), i.e., Contractors must clearly identify if energy storage charging costs are included in the bid price; and

6. Contractor must identify all safety measures that will be incorporated as part of its project including fire suppression systems, battery safety analytics, etc.

V. **RFI/RFP Proposal Evaluation**

UI/Eversource will utilize the information provided in RFI/RFP responses to evaluate whether a proposed project is likely to be cost effective. A BCA will be used to determine which project(s) are likely to be the most cost effective for UI/Eversource customers.

Response information regarding types of resources and potential costs may be used generically (i.e., without attribution to any specific RFI/RFP response or Contractor) in UI/Eversource regulatory filings and discussions.

UI/Eversource will consider the following factors (in no particular order or weighting) in the evaluation of each Proposal. For greater detail please review the Proposal Evaluation Matrix in Appendix G.

1. **Availability and Technical Reliability**– The ability of the resource to provide permanent or temporary load relief. Describe dependability, ensurance of resource performance, any risk mitigation strategies considered, maintenance requirements, emergency response plans, etc. This will examine whether there is high reliability of project construction design that is tried and proven with historical evidence of high availability in comparison to NERC national averages, with significant additional enhancements that may add to the project’s availability, such as multiple systems and redundancy.

Also evaluated here are project performance parameters such as heat rate and capacity estimates, availability guarantees, dispatchability, safety, unplanned outage factor guarantee, fixed and variable Operation and Maintenance (“O&M”) costs, start-up times and costs. Project operations factors that will be evaluated include plans for staff training program, staffing requirements, maintenance support availability, permit limitations on operations, Long Term Service Agreement (“LTSA”) terms, maintenance outage requirements (impacts on availability), spare parts and labor agreements;

2. **Project Applicability and Viability**- Evaluates the extent to which the respondents proposed solution would fit into the needs of the targeted areas, the customer segment target, and acquisition strategy. This segment also assesses the probability that the project(s) described in the Proposal can be financed and completed as required by the Agreement. This will include an assessment of the degree of detail and feasibility of schedules (e.g. engineering, procurement plan and lead times, equipment delivery, construction, start-up and testing), plans (procurement plan, site access/equipment delivery, engineering/construction Division of responsibility (“DOR”)), construction plan/subcontractors, existing labor agreements in place, labor availability, construction facility and laydown, water supply, wastewater discharge), adequacy of financing during construction and operation of the plant, lender commitment provided, equity commitment provided, the controls provided to prevent construction cost overruns, debt coverage ratios are adequate, interest rates and fees are reasonable, quality and completeness of financing package, ownership structure, interest rate risk, whether Contractor has commitment letters from project participants or financial institutions indicating that the project will be able to obtain financing, and Contractor’s

project financing experience. If applicable, the project's progress in the Department of Energy and Environmental Protection ("DEEP") permitting process will also be evaluated, including its environmental characteristics such as air quality, water supply, land use, Hazardous Material¹¹ usage, wetlands & other waters, biological resources, cultural resources, socioeconomics, degree of control of property, and other aspects that would help ensure project completion. The project's progress in the interconnection process will be evaluated. The quantities and potential costs to UI/Eversource and to society associated with all these characteristics will be considered;

3. **Credit** - Contractor's capability and willingness to perform all of its financial and other obligations under the Agreement, including, without limitation, Contractor's ability to provide performance assurance under the Agreement. UI/Eversource will consider Contractor's financial strength, as determined by UI/Eversource, as well as any credit assurances acceptable to UI/Eversource that Contractor may submit with its Proposal;
4. **Contractor Qualification** – The Contractor's experience as an Engineering, Procurement and Construction ("EPC") contractor, prime subcontractors and, if applicable, O&M operator or other entity responsible for the development, construction, O&M of the proposed project. This may include their experience (demonstrated track record) in successfully developing and operating similar projects in North America and Connecticut;
5. **Timeliness**: The ability to meet the Company's schedule and project deployment requirements for the Non-Wires Solutions opportunity;
6. **Customer Contribution** – Evaluates the total customer contribution required with the Proposal(s) (e.g., energy efficiency resources, etc.);
7. **Societal and Environmental Impacts** – Evaluates societal and environmental benefits established through the BCA Framework; and
8. **Proposal's Completeness**- Analyzes the Contractor's ability of following instructions established through the competitive solicitation and executing them to ensure the proposal submitted is completed. Appendix E assists Contractors ensure the completeness of their proposals.

VI. Electric Interconnection

Contractors must comply with all applicable current and future UI/Eversource and ISO-NE interconnection requirements. The Contractor will be expected to submit their Proposal into UI/Eversource's interconnection application process upon submittal of this proposal. UI/Eversource also instruct the Contractor to provide estimated interconnection costs from ISO-NE, if applicable, and will not provide preferential treatment, or any special assistance, for projects selected through this RFI/RFP process in meeting interconnection requirements.

Interconnection of a resource to the electric system grid and the ability of the grid to deliver the resource to serve load reliably will be integral components of UI/Eversource's evaluation of Proposals.

¹¹ Per DOE, all hazardous materials, hazardous substances, and hazardous wastes, as defined in the DOT Hazardous Materials Regulations (Title 49 CFR) and the Environmental Protection Agency regulations (Title 40 CFR).

Contractors will find information, including required forms explaining UI/Eversource's interconnection process, on UI/Eversource's website, [UI's Interconnection Process and Eversource's Interconnection Process](#).

Contractors can find information on the Transmission side interconnection process on ISO-NE's website: <https://www.iso-ne.com/participate/applications-status-changes/interconnection-process-guide>

Contractor must confirm an understanding of the following: (i) Contractor will be responsible for all costs associated with and/or arising from interconnecting the project(s) to the distribution grid and, if applicable, for ensuring that the project(s) are recognized in ISO-NE's settlement system as being injected into the ISO-NE market at a specified and agreed upon pricing node; and (ii) UI/Eversource will not assume the responsibility of Lead Market Participant for any project(s).

Contractor will be responsible for the relevant interconnection process (either state submittal or ISO -NE PPA application) and ensure their projects go through the appropriate process in a timely manner and can be delivered to meet the system needs identified within this RFP.

VII. Participation Protocols

A. Overview

All responses from Contractors must be received in electronic form by XXX at XXX p.m. (EST) via email delivery to:

[<email address>](#)

B. Limitations on Proposal Size

Contractor shall note that proposal size for submission is **limited to 40 pages**, excluding Attachments requested through this RFI/RFP. If Contractor submits a proposal of more than 40 pages, the pages following page 40 will not be reviewed or considered.

C. Electronic Documents

The electronic documents are requested in a Microsoft Word (standard edition 2010), PDF and/or Excel file (standard edition 2010), as applicable. Any format submitted should be capable of word searches.

D. Communications

To ensure accuracy and transparency of the information provided, UI/Eversource strongly prefers that all communications take place via e-mail. All communications regarding this RFI/RFP should be directed to [<email address>](#). UI/Eversource may, in its sole discretion, decline to respond to any email or other inquiry without liability or responsibility.

E. Non-Disclosure Agreement with Cyber Security Requirements

In the event Contractors would like to execute an NDA with Cyber Security Requirements prior to the submission of a response to this RFI/RFP, the NDA with Cyber Security Requirements (Attachment A) should be signed and sent to UI/Eversource to be fully executed.

F. Contractor must agree to be bound by its Proposal(s) for a period of six (6) months from the date provided to **UI/Eversource**.

VIII. Negotiations and Agreement Communication

A. Agreement Execution

Appendix D includes the NWS Agreement Template being used in this solicitation. Contractors must include a marked version showing any proposed edits with their proposal, and it is assumed that Contractors would be willing to execute an Agreement as marked and included in their proposals. Contractors are discouraged from proposing material changes to the NWS Agreement provided in Appendix D and **UI/Eversource** will not accept changes that impose additional risks or costs on the EDCs.

B. Agreement Communication

UI/Eversource shall communicate their preferred project or portfolio of projects to the Process Monitor who will then communicate the results of this **RFI/RFP** to PURA.

C. Regulatory Approval

Any Agreement entered into pursuant to Docket No. 17-12-03RE07 or 24-08-08 shall be subject to review and approval by the PURA, which review shall be completed no later than the timeframe established in the relevant statute once such Agreement is filed with PURA. **UI/Eversource** may, in its sole discretion, terminate the Agreement if the Regulatory Approval contains terms or conditions that are deemed unsatisfactory. "Regulatory Approval" means a final and non-appealable order by PURA, without conditions or modifications unacceptable to **UI/Eversource**.

D. Termination of the **RFI/RFP** and Related Matters

UI/Eversource reserves the right at any time, in its sole discretion, to terminate the **RFI/RFP** for any reason whatsoever without prior notification to Contractor and without liability of any kind to or responsibility of **UI/Eversource** or anyone acting on **UI/Eversource**'s behalf. Without limitation, grounds for termination of the **RFI/RFP** may include the assertion of any Waived Claims by Contractor or a determination by **UI/Eversource** that, following evaluation of the Proposals, there are no Proposals that provide adequate customer benefit.

UI/Eversource reserves the right to change the Proposal evaluation criteria for any reason, to terminate further participation in this process by Contractor, to accept any Proposal or to enter into any Agreement, to evaluate the qualifications of Contractor, and to reject any or all Proposals, all without notice and without assigning any reasons and without liability to **UI/Eversource** or anyone acting on **UI/Eversource**'s behalf. **UI/Eversource** shall have no obligation to consider any Proposal.

In the event of termination of the **RFI/RFP** for any reason, **UI/Eversource** will not reimburse Contractor (s) or Participant(s) for any expenses incurred in connection with the **RFI/RFP** regardless of whether Contractor's Proposal is selected, not selected, rejected, or disqualified.

Unless earlier terminated, the RFI/RFP will terminate automatically upon the execution of one or more Agreements by the selected Contractor (s) as described herein. In the event that no Agreements are executed, unless otherwise agreed to in writing by the parties, then the RFI/RFP will terminate automatically on <Insert Date (1 year after RFP due date)>.

IX. RFP Terms and Conditions

A. General Guidelines

UI/Eversource reserves the right to make changes to this RFI/RFP by issuance of one or more addenda or amendments and to distribute additional clarifying or supporting information relating thereto.

UI/Eversource may ask any or all Contractors to elaborate or clarify specific points or portions of their responses to this RFI/RFP. All proposals are subject to be submitted to the PURA or PURA's Process Monitor selected in PURA Docket No. 24-08-08, Non-Wires Solutions Process Initiation Phase ("NV5"). Clarification may take the form of written responses to questions, phone calls or in-person meetings for the purpose of discussing the RFI/RFP, the responses thereto, or both.

It is solely the responsibility of each Contractor to ensure that all pertinent and required information is included in its Proposal. UI/Eversource reserves the right to determine, at its sole discretion, whether a Proposal is incomplete or non-responsive.

Contractors should clearly state all assumptions they make about the meaning or accuracy of information contained in this RFI/RFP. While UI/Eversource has endeavored to provide accurate information to Contractors, UI/Eversource makes no such warranty or representation of accuracy.

Contractors are encouraged to provide and release necessary authorizations for UI/Eversource to verify any of such Contractor's previous projects, except where it is contractually prohibited from doing so pursuant to customer agreements.

This RFI/RFP shall not be construed to create an obligation on the part of UI/Eversource to enter into any contract, or to serve as a basis for any claim whatsoever for reimbursement of costs for efforts expended by Contractors. Furthermore, the scope of this RFI/RFP may be revised at the option of UI/Eversource at any time, or this RFI/RFP may be postponed, withdrawn, or cancelled by UI/Eversource at any time. UI/Eversource shall not be obligated by any responses or by any statements or representations, whether oral or written, that may be made by UI/Eversource or its employees, principals or agent.

Responses to this RFI/RFP may be included in UI/Eversource regulatory filings. If a Proposal includes any proprietary data or information that a Contractor does not want disclosed to the public, such data or information must be specifically and clearly designated as such on each page on which it is found. Only legitimate non-public proprietary or sensitive information may be considered confidential, and Contractors should not designate any portions of their proposal confidential that do no merit confidential treatment. UI/Eversource shall be held harmless from any claim arising from the release of proprietary information by UI/Eversource not clearly identified as such by a Contractor. Because of the

need for public accountability, the following information regarding the Proposal shall not be considered proprietary, even if such information is designated as such: pricing terms and non-financial information concerning compliance with RFI/RFP specifications. If a Contractor redacts confidential information, the Contractor must provide an affidavit detailing the legal basis for its confidentiality claim, describing what efforts have been taken to keep the information confidential, and providing whether the information sought to be protected has an independent economic value by not being readily known in the industry. If the redaction is challenged in any forum, it is the responsibility of the Contractor to defend the confidentiality of the information.

UI/Eversource may disclose bid information to ISO-NE staff as part of the bid evaluation process. Contractor authorizes UI/Eversource to share any information submitted in its proposal to ISO-NE. In addition, Contractor authorizes ISO-NE to share any information regarding its project, including but not limited to the results of any interconnection studies performed by ISO-NE with UI/Eversource, which information also will be treated as confidential.

Subject to the foregoing, UI/Eversource reserves the right in its sole discretion and without liability, to utilize any or all of the Proposals and materials received in connection with this RFP in UI/Eversource's planning efforts and otherwise.

B. Disclaimers for Rejecting Proposals

This RFI/RFP does not constitute an offer to buy and creates no obligation to execute any Agreement or to enter into a transaction under an Agreement as a consequence of this RFI/RFP. UI/Eversource shall retain the right at any time, in its sole discretion, to reject any Proposal provided in response to this RFI/RFP. UI/Eversource also retains the discretion, in its sole judgment, to: (a) reject any Proposal on the basis that it does not provide sufficient customer benefit or that it would impose conditions that UI/Eversource determines are impractical or inappropriate; (b) formulate and implement appropriate criteria for the evaluation and selection of Proposals; (c) negotiate with Contractor (s) to maximize customer benefits; (d) modify this RFI/RFP as it deems appropriate to implement the RFI/RFP and to comply with applicable law or other direction provided by PURA; and (e) terminate the RFI/RFP should PURA not authorize UI/Eversource to execute Agreements of the type sought through this RFI/RFP. In addition, UI/Eversource reserves the right to either suspend or terminate this RFI/RFP at any time for any reason whatsoever. UI/Eversource will not be liable in any way, by reason of such withdrawal, rejection, suspension, termination, or any other action described in this paragraph to Contractor (s).

C. Contractor Representations and Warranties, Binding Proposal

Contractor's Proposal(s) shall be deemed to have made the following representations, warranties, and covenants to UI/Eversource, which representations, warranties, and covenants shall be deemed to be incorporated in their entireties into Contractor (s)' Proposal(s). An authorized officer or other duly authorized representative of Contractor is required to certify by its submission of its Proposal that:

1. Contractor has read, understands and agrees to be bound by all terms, conditions and other provisions of the RFI/RFP and all appendices and attachments ("RFI/RFP Documents");

2. Contractor has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the RFI/RFP Documents and Contractor's Proposal;
3. Contractor acknowledges and agrees that, in UI/Eversource's evaluation of Proposals pursuant to this RFI/RFP, UI/Eversource reserves the right to disqualify Contractor if it is unwilling or unable to meet UI/Eversource's credit requirements;
4. Contractor has obtained all necessary authorizations, approvals, and waivers, if any, required by Contractor as a condition of submitting its Proposal and, if Contractor's Proposal is selected and a Final Proposal ("Final Proposal") is requested, Contractor will execute an Agreement with UI/Eversource. Contractor is submitting its Proposal in compliance with all applicable federal, state and local laws and regulations, including antitrust and anti-corruption laws;
5. Contractor has not engaged and covenants that it will not engage in any collusion or other unlawful or unfair business practices in connection with this RFI/RFP;
6. The information submitted by Contractor to UI/Eversource in connection with this RFI/RFP, and all information submitted as part of the Proposal is true, accurate and complete as of the date submitted by Contractor. Contractor covenants that any information requested herein, but not provided to UI/Eversource as part of the Proposal, will be provided to UI/Eversource on or before the date that Contractor specified for provision of the information. Contractor also covenants that it will promptly update such information upon any material change thereto within five (5) days of such change;
7. Contractor's submission of a Proposal is Contractor's acknowledgement and agreement that:
 - a. UI/Eversource will rely upon all representations, warranties, and covenants in the Proposal Submittal Package; and
 - b. UI/Eversource may disclose information as set forth in the NDA and elsewhere in this RFI/RFP;
8. Contractor represents and warrants that each project that is the subject of Contractor's Proposal meets the design-life requirements of this RFI/RFP;
9. Contractor covenants that it will provide information requested within five (5) days following Contractor's receipt of UI/Eversource's request for such information;
10. Contractor covenants that it will promptly provide UI/Eversource with any changes or updates to the implementation schedule;
11. Contractor covenants that it will promptly provide UI/Eversource with any changes to its Proposal between the date of the Proposal and the execution of an Agreement, including any changes to applicable host customer sites and agreements;
12. Contractor agrees and acknowledges that UI/Eversource reserves the right at any time, in its sole discretion, to abandon this RFI/RFP, to change any dates specified in this RFI/RFP, to change the basis for the evaluation of Proposals, to terminate further participation in this process by any party, to accept any Proposal or to enter into any Agreement, to evaluate the qualifications of Contractor and/or the terms and conditions of any Proposal, to reject any or all Proposals, to prohibit or limit mutually exclusive Proposals, to consider additional

products, to change any form, document, term or condition used in this RFI/RFP at any time during the RFI/RFP process, or waive any irregularities, all without prior notice and without assigning any reasons and without incurring liability of UI/Eversource, or any of their respective subsidiaries, affiliates, or representatives to Contractor or any other party. UI/Eversource shall have no obligation to consider any Proposal submitted. UI/Eversource will not reimburse Contractor for its expenses related to this RFI/RFP under any circumstances, regardless of whether the bidding process proceeds to a successful conclusion or is abandoned. UI/Eversource shall not be deemed to have accepted any Proposal, and shall not be bound by any term thereof, unless and until an authorized representative of UI/Eversource executes an Agreement with Contractor; and such Agreement has been approved by PURA without conditions that are deemed unsatisfactory to UI/Eversource, in its sole discretion.

13. Contractor agrees and acknowledges that information provided by it to UI/Eversource pursuant to this RFI/RFP will be subject to the disclosure requirements of PURA or other applicable law or regulation.

D. Credit and Performance Assurances

As discussed in Section VII "Participation Protocols," in its evaluation of a Proposal, UI/Eversource will consider Contractor's capability to perform all of its financial and other obligations including, without limitation, Contractor's ability to provide performance assurance that the Project would be available and operate as required under the executed Agreement ("Performance Assurance"). UI/Eversource may obtain Contractor's Supplier Evaluation Risk ("SER") Score from reports provided by D&B to evaluate the risk of doing business with Contractor, as well as request audited financial statements. Contractors without a SER score of 7, 8, or 9 may be required to provide additional financials to assist UI/Eversource in evaluating the financial health and risk of Contractor.

Performance Assurance must be provided to UI/Eversource by the expected effective date in the Agreement. This Performance Assurance includes the ability of Contractor to fund the project(s) in its Proposal as described in this RFI/RFP. Contractor is required to provide the credit and finance information as requested in this RFI/RFP. Contractor is required to complete and submit Attachment B: Contractor Qualification Assessment.

Additionally, eligible Contractors who are selected will be required to post security. The required level of development period security is \$40,000 multiplied by the Agreement maximum amount in MWs for the project. One hundred percent (100%) of the security must be provided at the time of execution of the agreement. Security will be promptly returned if PURA does not approve the agreement, so long as Contractor supports regulatory approval of the resulting agreement. Upon a project achieving commercial operation, the required level of operating period security will decrease to \$20,000 multiplied by the Agreement maximum amount in MWs for the project. The required security must be in the form of a letter of credit from a U.S. commercial bank or the U.S. branch of a foreign bank that meets the requirements provided in the NWS Agreement Template in Appendix D.

If any non-public information is available and UI/Eversource agree to share with Contractor, Contractor shall be required to complete and submit the NDA with Cyber Security Requirements (Attachment A) prior to receipt of the non-public information.

In the event Contractor is awarded an Agreement to provide the project(s) negotiated as part of this RFI/RFP, prior to or concurrent with the execution of an Agreement to secure these project(s), Contractor shall be required to complete and submit the NDA with Cyber security Requirements (Attachment A), if that agreement is not already in place and applicable to the Agreement associated with this RFI/RFP as referenced in Section IV.

In the event Contractor would like to execute an NDA prior to the submission of a Proposal to this RFI/RFP, the NDA with Cyber Security Requirements (Attachment A) should be executed by the Contractor and sent to UI/Eversource for execution.

E. Contractor's Waiver of Claims and Limitations of Remedies

Except as expressly set forth in this RFI/RFP, by submitting a Proposal, Contractor knowingly and voluntarily waives any rights under statute, regulation, state or federal constitution, or common law to assert any claim or complaint or other challenge in any regulatory, judicial or other forum, including PURA, the FERC, the Supreme Court or any other court in the State of Connecticut ("State Court") or United States District Court or any other United States' Court ("Federal Court") concerning or related in any way to the RFI/RFP and/or any appendices to the RFI/RFP ("Waived Claims"). The assertion of any Waived Claims by Contractor at PURA, Federal Energy Regulatory Commission ("FERC"), State Court, Federal Court, or otherwise shall, to the extent that Contractor's Proposal has not already been disqualified, provide UI/Eversource the right, and may result in UI/Eversource electing, to reject such Proposal or terminate the RFI/RFP.

By submitting a Proposal, Contractor further agrees that the sole forum in which Contractor may assert any challenge with respect to the conduct or results of the RFI/RFP is with PURA. Contractor further agrees that the sole means of challenging the conduct or results of the RFI/RFP is a protest to UI/Eversource's filing before PURA seeking approval of one or more Agreements entered into as a result of the RFI/RFP. Contractor further agrees that the sole basis for any such protest shall be a challenge to the conduct or results of the RFI/RFP on the ground that UI/Eversource failed in a material respect to conduct the RFI/RFP in accordance with the RFI/RFP rules and procedures outlined in this document, and the exclusive remedy available to Contractor in the case of such a protest, shall be an order from PURA that UI/Eversource again conduct any portion of the RFI/RFP that PURA determines was not previously conducted in accordance with the RFI/RFP rules and procedures outlined in this document. Contractor expressly waives any and all other remedies, including, without limitation, compensatory and/or exemplary damages, restitution, injunctive relief, interest, costs, and/or attorneys' fees. Unless UI/Eversource elects to do otherwise in its sole discretion, during the pendency of such a protest the RFI/RFP and any related regulatory proceedings related to the RFI/RFP will continue as if the protest had not been filed, unless PURA has issued an order suspending the RFI/RFP or UI/Eversource has elected to terminate the RFI/RFP.

G. Limitation of Liability

Neither this RFI/RFP nor any other aspect of this solicitation shall create an agency, partnership, joint venture, or co-tenancy relationship among UI/Eversource, or any other individuals or entities involved in

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

X. Attachments

- A. Attachment A: Non-Disclosure Agreement with Cyber Security Requirements**
- B. Attachment B: Contractor Qualifications Assessment**
- C. Attachment C: Security Control Requirements**
- D. Attachment D: NWS Agreement Template**
- E. Attachment E: Contractor's Checklist**
- F. Attachment F: NWS Bid Form Questionnaire**
- G. Attachment G: Proposal Evaluation Matrix**