

Request For Proposals for Battery Energy Storage Systems and Operation and Maintenance Services

May 7, 2025

A. Introduction

Northern Virginia Electric Cooperative ("NOVEC") is a not-for-profit corporation electric cooperative that generates and distributes electricity for sale to its members within the State of Virginia. NOVEC's service territory encompasses 651 square miles with more than 6,880 miles of power lines. NOVEC provides reliable electric service to more than 182,000 homes and businesses located in Clarke, Fairfax, Fauquier, Loudoun, Prince William and Stafford counties, the City of Manassas Park and the Town of Clifton, all in the Commonwealth of Virginia.

NOVEC is issuing this Request for Proposals (herein referred to as the "RFP") to solicit Offers ("Offer") from qualified developers ("Bidders"; each a "Bidder") to provide turnkey solutions for Battery Energy Storage System ("BESS") Projects to be installed on NOVEC owned property and interconnected into the NOVEC distribution grid. A Winning Bidder will be selected through this RFP process to complete a build/transfer solution adding these BESS Facilities into the NOVEC distribution grid. The Projects will be owned and operated by NOVEC after the BESS Facilities have been commissioned and certified as operable. NOVEC is also requesting Offers for third-party Operations and Maintenance service providers to manage the BESS Projects. A Winning Bidder will be determined for the provision of these services as part of this RFP.

B. Purpose

Under this RFP, NOVEC is soliciting Offers from qualified Bidders to design, procure, construct and commission turnkey facilities for two new Li-Ion BESS Facilities located within the NOVEC service territory. Bidders can provide Offers for one of, or both of, the Projects. The primary use of these Projects will be to provide peak shaving opportunities for NOVEC. NOVEC currently controls its load during peak periods for a 3-hour duration. These BESS Facilities need to be designed to be discharged at their maximum installed capacity rate for a three (3) hour duration during the peak periods as determined by the Owner. The BESS facilities may also be utilized for response to other market conditions on a limited basis. The BESS Facility provided in response to this RFP must be capable of acting as a standalone asset.

This RFP is requesting Offers to construct and install BESS Projects at two different and distinct locations; the first location is in Loudon County, VA and identified as the Perimeter Facility ("PERI"). The second location will be in Prince William County, VA and identified as the Balls Ford Facility ("BFR"). A site drawing for each of these locations is included in Attachment 1. AutoCAD files for each location are also available on the NOVEC website.

This RFP will be requesting proposals for two specific services; the first is to design, procure, construct and commission two (2) separate BESS Projects (as defined above)

as build/transfer Projects and the second request will be for vendors to provide proposals for performing Operation and Maintenance ("O&M") services for these Projects. Responses for each of these services will follow the schedule as outlined within this RFP. If there are Bidders that only want to provide an Offer for O&M services, they would note this in their Letter of Intent.

C. Bidder's Requirements

Bidders are expected to review all the instructions in this RFP, as well as any clarifications to this RFP that are provided in the Q&A responses, to facilitate their submission of Offers that meet or exceed all requirements. Bidders that want to be considered for these Projects and services must submit a Letter of Intent no later than the scheduled date included herein. Letters of Intent will be evaluated based upon the quantitative and qualitative criteria described in Section E. All Letters of Intent and Bidder's Qualifications will conform to the template as shown in Attachment 5.

All costs expected to be incurred by the Bidder for the proposed Project prior to the proposed Project's Commercial Operation Date ("COD") should be included in the Offer price.

D. Bidder's Selection Process

NOVEC will select the Winning Bidder through the following process. Foremost, this RFP will be conducted in three Phases. Phase One will allow Bidders to notify NOVEC of their intent to provide an Offer for any/and all services. Bidders will need to submit a Letter of Intent to Offer along with the documentation required under Part E, Bidder's Qualifications. NOVEC will review the information provided in the Letter of Intent to determine qualified Bidders who will move to Phase 2 of the process to select a Winning Bidder.

NOVEC will notify qualified Bidders of acceptance to move to Phase Two and/or Phase Three. Phase Two will be the Bidder's opportunity to move forward in providing an Offer to design, build and construct.

Phase Three will be for Bidders who wish to provide an Offer for O&M services and will follow a separate timeline as shown in the schedule table. NOVEC will review all Offers for O&M services separately from the Offer to build and construct the BESS Facilities.

NOVEC will host a Pre-Bid meeting on May 19th from 0900-1100 for all prospective Bidders to attend. This meeting will provide an opportunity for prospective Bidders to raise any questions related to the Projects and services being requested as part of this RFP. NOVEC will also provide an opportunity for prospective Bidders to visit the

BESS Project sites starting the afternoon of May 19th and continue through May 20th. Any prospective Bidders that want to attend the Pre-Bid meeting and schedule a site visit must notify NOVEC of their intent by sending an email to Mmoradian@novec.com no later than May 15, 2025. Include in that email a confirmation that you want to attend the Pre-Bid meeting and/or visit the Project sites. Indicate the requested date/time for site visits.

E. Bidder's Qualifications for Submitting a Letter of Intent

Bidders must meet all the requirements as discussed within this RFP. The intent of Bidder requirements is to ensure receipt of well-developed Offers from experienced Bidders in providing all necessary services to meet the goals and requirements of this RFP.

Bidders must, at a minimum:

- Demonstrate experience in designing, constructing and commissioning utility scale BESS facilities for Phase Two of this RFP and discuss relevant experience for Phase Three services. Bidders are required to provide references demonstrating their experience in performing the services for which they intend to submit a Letter of Intent.
- 2. Provide a written certification that all RFP requirements have been reviewed, are understood, and will be complied with for all Offers provided. Failure to meet all RFP requirements for the services offered will result in an automatic Offer rejection.
- 3. Complete the Bidder's Qualification Response Template (Attachment 5) including any additional information as needed.
- 4. All Bidders wishing to proceed to Phase Two and/or Phase Three will submit a Letter of Intent to Offer via the Letter of Intent to Offer Template (Attachment 5) including any additional information as needed.
- 5. Bidders must indicate the project/service for which they are intending to provide an Offer.
- 6. All Bidders must execute the Confidentiality Agreement in Attachment 4.

F. Schedule for Responding to the Requirements of this RFP

Milestone	Date
Phase One:	
RFP Issuance	May 7, 2025

Pre-bid Meeting with Prospective	May 19, 2025
Bidders; Begin Q&A	
Site Visits	May 19-20, 2025
Deadline for Bidder's Questions	May 27, 2025
Response to Bidder's Questions	June 3 2025
Letter of Intent to Offer	June 11, 2025
Phase Two:	
Notification of Approved Bidders	July 17, 2025
Bidder's Offers to Construct	Sep 22, 2025
Winning Bidder Selection for the	November 14, 2025
build/transfer Project	
Final Negotiation with Winning	November 18-21, 2025
Bidder	
Phase Three:	
Offers for O&M Service	November 25, 2025
Review/Evaluation of Offers for	December 8-12, 2025
O&M Services	

G. Specifications and Requirements

All Projects will be energy storage systems capable of generating at maximum output for at least three-hours in duration. Bidders may assume the usage profile of 1 discharge/charge cycle per day for purposes of system specification, which reflects the maximum range of system usage by NOVEC.

The selected bidder shall engineer, design, procure, construct and commission a turnkey BESS facility that meets at a minimum the specifications contained herein. All batteries installed shall be TIER 1 equivalent.

The Bidder will design either facility with an interconnection voltage on the A.C. side of the MV transformer to be at 34.5 kV for PERI and 13.2kV for BFR. The initial design for the PERI Project will be a 50MW-ac facility and for the BFR Project will be up to 40MW-ac. The Bidder will coordinate with the NOVEC Engineering Division to provide one-lines of its Project as well as identification of all equipment intended to be installed including all ratings and operational requirements for such equipment. The Engineering Division will meet with and provide a listing of any documentation and/or data that needs to be submitted for the interconnection of the project.

The BESS shall comply with the mandatory performance and interconnection requirements in IEEE 2800 – 2022. These are denoted in the standard with the word "shall." In situations where there could be more than one technical interpretation or definition of a technical specification, for instance, the BESS power rating, the terminology, and technical definitions in IEEE 2800 – 2022 shall govern.

The system should be designed to integrate with NOVEC's existing enterprise software applications. During normal operations, the NOVEC SCADA will monitor and send supervisory set points to the BESS facility. The local BESS EMS shall provide local control for BMS, maintenance, testing or emergency operations.

The overall BESS shall have an operational life of twenty (20) years, with one complete discharge/recharge cycle per day. With one complete discharge cycle per day, at a minimum, the BESS shall have an average degradation of no more than 1½%-2% with a usable capability at the end of twenty years of no less than 70% of the original installed design.

H. Offer Requirements

- 1. Bidders shall provide one hard copy of all documents and upload a copy of all required documents to the NOVEC mailbox setup for this RFP. NOVEC will post on its website, under "About NOVEC" under the "Power Supply" header, a line item for the 2025 BESS RFP which will have links to the RFP and associated documents and active mailboxes. The initial mailboxes that will be available are 2025BESSRFPQUESTIONS@novec.com for receipt of any questions posed by prospective Bidders and 2025BESSRFPLetterofIntent@novec.com for all Bidders submitting a Letter of Intent to provide an Offer for any of the Projects and/or services. Each response shall include one point of contact, an email address, and the name of the responding organization. Failure to submit by the due date/time will result in the Offer being rejected.
- 2. The Offer shall consist of a single printable .pdf file containing the complete Offer and a copy of each attachment document in its native format. For the build/transfer Projects, an individual Offer for each site shall be provided and a separate Offer shall be submitted for O&M services as shown in this RFP schedule if desired. Therefore,

a single Bidder could have three (3) individual Offers if that Bidder chooses to submit Offers for all Projects and services under this RFP. The file size shall be limited to 30MB for each upload. If the Offer file is larger than 30MB; it would need to be submitted in separate emails. For OEM specific equipment data and descriptions, this information should be submitted within the proposal as a link to the OEM site. This will minimize the need to submit hard copies and/or actual documentation from the OEM vendors within the Offer.

3. Cover Letter

- a. In the Cover Letter, the Bidder's Offer shall be concise, well organized, and demonstrate the Bidder's understanding of the scope of work.
- b. Includes a commitment by the Bidder, if selected, to enter good faith negotiations with NOVEC as needed.
- c. Names of the person(s) authorized to represent the Bidder (title, address, email address, and telephone numbers).
- 4. Table of Contents The Bidder shall include a table of contents in the Offer, itemizing the sections and subsections of the response/Offer.
 - a. Statement of Knowledge, Experience, and References Describe experience on utility scale BESS projects, understanding of utility interconnection and infrastructure design, and understanding/experience of requirements specific to constructing BESS facilities. Any documentation provided in support of issuing a Letter of Intent can be included by reference and not repeated in this section. If there is any additional information the Bidder wishes to supplement that submission, the Bidder may include that in this section.
 - b. Executive Summary (maximum two (2) pages)
 - i. A clear and concise overview of the information contained in the Offer.
 - Significant facts or features of the Offer, including any conclusions, assumptions, and recommendations the Bidder desires to communicate.

c. Design Package

- i. A detailed description of capabilities
- ii. Provide site plans and general arrangement drawings showing the conceptual layout of all significant equipment and electrical interconnections up through the Owner's point of interconnection.
- iii. One-line electrical drawings of all major components
- iv. Electrical switching diagram showing how sub-systems are safely isolated for maintenance
- v. Specification sheets from manufacturers of all major components (may submit in appendices)
- vi. Example maintenance and operation manuals for all significant equipment (may be submitted in appendices)
- vii. List of Major Equipment Suppliers
- viii. Explain the equipment supply chain process, including how the Bidder tracks and documents the source country/factory of origin of project components. Can the Bidder comply with the Buy American requirement

of the RUS procurement process?

- d. Life Cycle Assessment Provide a description of how the Bidder evaluates product lifecycle and obsolescence. Given the rapid changes in technology, how does the Bidder ensure NOVEC that the equipment can be maintained and operated for up to 20 years? What is the life cycle/replacement cycle for the control system, batteries and battery management system, and any other significant computer hardware/software sub-systems?
- e. Project Schedule
 - i. The Bidder shall provide a proposed schedule (Gantt chart) that shows the major activities necessary to commission the project. It will be necessary for the Bidder to recognize any scheduling requirements that are necessary for the interconnection work being performed by NOVEC. This may require some shifting of the schedule timelines that would be included in the contract negotiation phase of this RFP. A placeholder may be inserted in the schedule for that purpose.
 - ii. The schedules shall include but are not limited to:
 - 1. design,
 - 2. NOVEC requirements
 - 3. permits and county approvals
 - 4. developing,
 - 5. installation,
 - 6. commissioning and testing,
 - 7. training.
 - iii. Distinct milestones for meeting contract obligations and receiving payment.
 - 1. The Schedule of payments will be tied to the completion of milestones and not time- based. NOVEC will be securing the long-term financing for these Projects. During the construction period, the Winning Bidder will be required to fund project costs as needed and NOVEC will remit construction related fund requests to the Winning Bidder based upon an agreed upon milestone schedule. This will include any funding deposits needed to order long lead items. The Winning Bidder will submit any required documentation to support the request for construction draws as identified in the milestone schedule.
 - iv. Detailed Gantt Chart showing General Project Schedule Milestones including 30% design, 60% design, 90% design, Site Mobilization, Factory Acceptance Tests, Major Equipment Delivery, Substantial Completion, Acceptance Testing, Training, and Commercial Operation.
 - v. The Project schedule must be provided as a PDF and may also be included as a Microsoft Project MPP file.
- f. Project Management Indicate measures the Bidder will undertake to manage costs and Schedule, milestone verification, and any other NOVEC requirements.
- g. In addition to the above, complete and include the following in the Offer Folder:

- i. Bidder Safety Record and Project Team.
- ii. Technical Requirements (in its native Microsoft Excel format).
- iii. Scope of Work and Supply (in its native Microsoft Word format)
- iv. Milestone Schedule (in its native Microsoft Excel format).
- v. Training Plan The Bidder shall provide a detailed description of a training plan for NOVEC grid operators, maintenance personnel, and management, including a sample schedule, topics, and course materials.
- vi. Warranty The Bidder shall submit a detailed description of the Bidder's BESS warranty (length and provisions) and/or individual component warranties for:
 - 1. Batteries
 - 2. Inverters
 - 3. Enclosures
 - 4. Transformers
 - 5 HVAC
 - 6. Wiring and Substation Integration
 - 7. Overall System
 - 8. Workmanship

I. Terms and Conditions

- 1. For all Bidders submitting an Offer, the Bidder shall be deemed to have made a careful examination of all requirements contained within this RFP and shall have reviewed the location and nature of the proposed construction, the transportation facilities, the kind and character of potential soil and terrain to be encountered, the kind of facilities required before and during the construction of the project, general local conditions, environmental and historic preservation considerations, and all other matters that may affect the cost and time of completion of the project.
- 2. NOVEC reserves the right to accept or reject any or all proposals, waive any formality, technicality, requirement, or irregularity in the proposals received, and request further information about any proposal.
- 3. NOVEC makes no representation or warranty, expressed or implied, as to the accuracy or completeness of any information contained herein or otherwise provided to any Bidder by or on behalf of NOVEC.
- 4. All bids become the property of NOVEC.
- 5. Bidders are encouraged to conduct their own investigation and analysis of all information contained herein or otherwise provided by or on behalf of NOVEC. No Bidder will have any claim whatsoever against NOVEC, its employees, officers, or consultants arising from, in connection with, or in any way relating to this RFP.
- 6. Bidder must hold the proposed price firm for one hundred and eighty (180) days after the submission deadline.

- 7. The decision to award a contract is the right of NOVEC in its sole discretion.
- 8. Participation in this RFP is voluntary. Bidders are solely responsible for their costs of submitting an Offer and any participation in NOVEC requested clarifications or presentation of the Offer.
- Acceptance of an Offer and commencement of negotiations does not constitute a contract between NOVEC and the Bidder, nor does acceptance of an Offer obligate NOVEC to consummate an agreement with Bidder.
- 10. In its sole discretion and without notice to Bidders, NOVEC reserves the right to; (1) modify, change, supplement or withdraw the RFP; (2) extend the submission date/time and/or to supplement, amend, substitute, or otherwise modify the RFP at any time prior to the submission date/time; (3) require, permit or reject amendments (including, without limitation, submitting information omitted), modifications, clarifying information, or corrections to responses by some or all Bidders at any time before or after the submission date/time; (4) require, request, or permit, in discussions with any Bidder, any information relating to the subject matter of this RFP that NOVEC deems appropriate, whether or not it was described in the response or this RFP; (5) decline to consider any response to this RFP; and, (6) elect to proceed or not to proceed with discussions or presentations regarding the subject matter of this RFP with any Bidder.
- 11. At any time prior to the RFP due date and time, a Bidder may withdraw its response by submitting a request in writing and signed by a duly authorized representative. Electronic mail withdrawals are acceptable.
- 12. NOVEC and Bidder agree to keep confidential the response to the RFP as well as information and documents exchanged between NOVEC and Bidder during the preparation of the response to the RFP and the response evaluation process (Confidential Information). NOVEC and Bidder may disclose the Confidential Information only to those within their organizations with a need to know. In addition, such Confidential Information shall be used by the Bidder only to respond to the RFP or by NOVEC to evaluate the response. NOVEC and Bidder each agree that it shall not disclose Confidential Information to agents or consultants unless the agent or consultant has: (1) a need to know such information; (2) agrees to use the Confidential Information only to respond to the RFP or evaluate the bid; and (3) is contractually bound to disclosure standards and policies at least as restrictive as those set forth in this paragraph. Regardless of confidentiality, all such Confidential Information may be subject to review by: (a) any other governmental authority or judicial body with jurisdiction relating to these matters and (b) legal and regulatory discovery. Under such circumstances, NOVEC and Bidder shall make all reasonable efforts to preserve the confidentiality of the Confidential Information, including requesting that it be filed under seal, but acknowledge that such treatment is neither automatic nor guaranteed.
- 13. NOVEC will, in its sole discretion and without limitation, evaluate proposals and proceed in the manner deemed appropriate. Bidders that submit Offers agree to do so without legal recourse against NOVEC, its affiliates, or their respective

- employees, directors, officers, customers, agents, or consultants for rejection of their Offers or for failure to execute an agreement for any reason. NOVEC and its affiliates shall not be liable to any Bidder or other party in law or equity for any reason whatsoever for any acts or omissions arising out of or in connection with this RFP. By submitting its Offer, each Bidder waives any right to challenge any valuation by NOVEC of its Offer or any determination of NOVEC to select or reject its Offer.
- 14. The Bidder in submitting its Offer agrees and acknowledges that it is making its Offer subject to and in agreement with the terms of this RFP. By submitting an Offer, Bidder shall represent and warrant that the information submitted by Bidder in connection with this RFP and all information submitted as part of any Offer is true and accurate as of the date of Bidder's submission. Bidder also covenants that it will promptly update such information upon any material change thereto.
- 15. By submitting a proposal, Bidder acknowledges and agrees that: (1) NOVEC may rely on any or all of Bidder's representations, warranties, and covenants in the RFP (including any Offer submitted by Bidder); and (2) in NOVEC's evaluation of Offers pursuant to the RFP, NOVEC may disqualify a Bidder that is unwilling or unable to meet any requirement of the RFP, as determined by NOVEC in its sole discretion.
- 16. BY SUBMITTING A PROPOSAL, THE BIDDER ACKNOWLEDGES AND AGREES THAT ANY BREACH BY THE BIDDER OF ANY OF THE REPRESENTATIONS, WARRANTIES, AND COVENANTS IN THESE RFP INSTRUCTIONS SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION OF SUCH BIDDER. IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE TO NOVEC UNDER APPLICABLE LAW, AND DEPENDING ON THE NATURE OF THE BREACH, MAY ALSO BE GROUNDS FOR TERMINATING THE RFP IN ITS ENTIRETY.

Attachment 1

AutoCad files located on website.

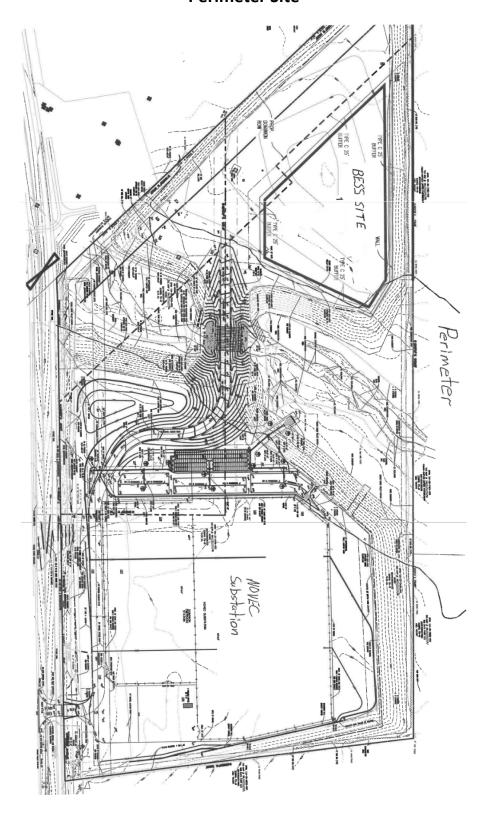
Balls Ford Road Site

COUNTY MAPPER



10524 Balls Ford Road, Manassas, VA 20109

Perimeter Site





43140 Old Ox Road, Sterling, VA 20166

Attachment 2

Bidder's Qualification

All Bidders must provide the following information to be considered for moving to Phase Two of this RFP. The purpose of these requirements are to assess the Bidder's experience, organizational structure, financial viability and fit for performing all the requirements for which the Bidder is providing an Offer.

Company & Organizational Information

- 1. Provide Bidder's name, full address and zip code.
- 2. Provide contracting party's name, full address and zip code if applicable and different from Bidder.
- 3. List the legal registered name of all owners and Affiliates of the Bidder, including but not limited to any partial owners or interested partners participating with the Bidder of the Project and their relative percentage ownership and specific roles and services they will provide.
- 4. Describe in detail Bidder's organizational structure. A written description and flow chart diagram showing links are required. List the legal registered name of all owners and participants, including but not limited to joint Offer participants, of the Project and their relative percentage ownership.
- 5. Address all the following that apply if Bidder is:
 - A Subsidiary or Affiliate of any other entity or corporation, provide details as to the relationships and identify the ultimate parent;
 - ii. Part of a partnership, provide the names of all partners and, if a limited partnership, identify the General Partner(s);
 - iii. A joint venture, identify the members of the joint venture, the corporate form of the joint venture (or if a contractual joint venture), the respective interests of the members, and the controlling entity (if any);
 - iv. A limited liability company, identify each member and, if applicable, the entities Controlling each member;
 - v. Acting as a member of a consortium or other organization, association or group of persons acting in concert for purposes of submitting a joint Offer, provide the names of all the members and indicate the controlling member of the consortium, organization, association, or group;
 - vi. Subcontracting Plan Provide information about the extended project team. This shall include any subcontracts, EPC, developers, integrators, or construction contractors.
- 6. Identify the state in which each entity named above is incorporated or formed and authorized to do business with an "active" status. If an entity is also registered in Virginia, but under a different name or d/b/a, please provide that name.
- 7. Describe the Bidder's business ethics.

8. List all existing commitments, pending legal claims and contingencies (lease agreements, guarantees, etc.) to which bidder is party that relate to Bidder's ability to enter into and perform under a proposed Offer.

Credit Information

- 1. If the Bidder is rated, state its Credit Rating and the associated Rating Agency. If the Bidder's Credit Rating changes between Phase One and Phase Two, the Bidder is obligated to provide an update.
- 2. If the contracting party is rated, state its Credit Rating and the associated Rating Agency. If the contracting party's Credit Rating changes between Phase One and Phase Two, the Bidder is obligated to provide an update.
- 3. If the Bidder and contracting party are different entities, explain the relationship between the two.

Financial Information

1. Provide three (3) years of audited financial statements of the Bidder and contracting party, if applicable.

Development Experience

Describe Bidder's background and experience in developing utility scale BESS projects. If an Offer for O&M services is submitted, provide a description of the services provided.

1. Provide a listing of utility scale BESS projects in which the Bidder participated and completed using the following template:

Project	MW	MWh	Use Case	Contact/	Bidder's	COD
Name				Reference	Role	Date

2. For those Offers submitted to provide O&M services, please provide a listing of all projects for which these services were/are provided using the following template:

Project	MW	MWh	Use Case	Contact/	Bidder's	Date
Name				Reference	Role; O&M	

Attachment 3

General Information and Requirements

1 Project Description

1.1 Project Goals

The initial goal of this RFP is to have a Bidder provide a build transfer Offer for two distinct BESS facilities on behalf of NOVEC. These BESS projects will be designed to operate as a stand-alone facility.

The PERI Facility will have a usable rating of 50 MW-AC and 150 MWh-AC with a service life of 20 years with degradation of $1\frac{1}{2}$ % -2% of initial capacity per year. The BFR Facility will have a usable rating of up to 40 MW-AC and 120 MWh-AC with a service life of 20 years with degradation of $1\frac{1}{2}$ % -2% of initial capacity per year.

The system will be discharged to reduce the Owner's power consumption during peak periods utilized by PJM for determining both the RPM capacity and the transmission access rates. It is anticipated that the battery will be dispatched no more than once a day. Dispatch will be controlled by the Owner.

The second part of the RFP goal is to receive Offers to provide O&M services from Bidders. NOVEC will work through the evaluation and selection of the O&M Offers after the Winning Bidder is selected for the build/transfer Project. NOVEC may adjust the timelines contained within this RFP for O&M reviews and discussions as necessary to ensure a full vetting of all Offers.

1.2 Definitions

- 1.2.1 "AHJ" means the Authorities Having Jurisdiction.
- 1.2.2 "Auxiliary Losses" as referred to in this specification apply to the battery module losses inherent to the system required to operate subsystems within the modules but are not associated with energy storage ratings of the modules, these would include but not limited to fan module loads, microprocessor losses, alarm sensor losses, etc.
- 1.2.3 "Battery Energy Storage System" ("BESS") is a type of energy storage facility that uses a group of batteries to store and discharge energy.
- 1.2.4 "BESS Facility" means either the PERI or BFR project.
- 1.2.5 "BMS" means the Battery Management System that controls the operation of the BESS.
- 1.2.6 "BOP" is defined as Balance of Plant and refers to all the equipment needed to

- support the operations of the batteries.
- 1.2.7 "COD" means the Commercial Operation Date.
- 1.2.8 "Coincident Peak" means the hours utilized by PJM to determine the transmission and capacity obligations for the Owner.
- 1.2.9 "EH&S" means employee health and safety.
- 1.2.10 "EMS" means the Energy Management System that controls the operations of the BESS.
- 1.2.11 "Letter of Intent" means the letter delivered by Bidder to the Owner that indicates a Bidder's intent to provide an Offer in Phase Two of this RFP.
- 1.2.12 "MV" means Medium Voltage.
- 1.2.13 "MW/MWH" means Megawatt and Megawatt Hour, respectively, and are two units of energy measurements applicable to the commissioned BESS.
- 1.2.14 "O&M" means Operation and Maintenance, the general terms of operation and maintenance required for the BESS to operate correctly and in a safe manner.
- 1.2.15 "OE" means the Owner's Engineer.
- 1.2.16 "OEM" means the Original Equipment Manufacturer.
- 1.2.17 "Offer" means the proposal provided by Bidder in response to this RFP.
- 1.2.18 "Operations Training" means the training provided by Winning Bidder on basic operation of the BESS equipment for Owner's employees and the local fire department.
- 1.2.19 "Owner" means NOVEC.
- 1.2.20"PCS" is defined as the Power Conversion System, it's a critical component that manages the conversion of electrical energy between the battery and the electric grid.
- 1.2.21 "POI" is defined as the Point of Interconnection, the physical location where the BESS equipment is connected to the Owner's distribution facilities.
- 1.2.22 "Project" is defined as the entire engineer, procurement, construction, integration and operation of the BESS equipment.
- 1.2.23 "Project Site" means the location at which the BESS equipment will be installed.
- 1.2.24 "RPM" is defined as the Reliability Pricing Model, is PJMs' Interconnection's

- forward capacity market designed to ensure long-term grid reliability across its region, which spans 13 U.S. states and the District of Columbia.
- 1.2.25 "RFP" means the Request for Proposal issued by Owner to solicit Offers for the construction and maintenance of two BESS Facilities as contained herein.
- 1.2.26 "SCADA" means Supervisory Control and Data Acquisition, a computer system used for gathering and analyzing data, which subsequently controls connected equipment.
- 1.2.27 "SPCC" stands for Spill Prevention, Control, and Countermeasure.
- 1.2.28 "SWPPP" stands for Stormwater Pollution Prevention Plan.
- 1.2.29 "Total system losses" is all electrical losses within the BESS Facility. These include auxiliary system losses, parasitic losses, HVAC, transformer and cable impedance losses and line losses up to the Owner's meter.
- 1.2.30 "Winning Bidder" means the successful contractor whose Offer was accepted and is to provide all services as described herein to design, construct, and commission the BESS Facility and/or provide the O&M services.

1.3 Proposal Documentation

- 1.3.1 Cover Letter, Introduction
- 1.3.2 Complete design package as further described herein.
- 1.3.3 Network diagram of the BESS system and SCADA points list
- 1.3.4 Complete commissioning plan including test and startup procedures for Owner review.

1.4 Scope of Work and Construction

- 1.4.1 The Winning Bidder will be responsible for the design, engineering, procurement, fabrication, delivery, civil works, erection, installation, testing, fire protection, control systems, commissioning and field verification of the Project and associated components.
- 1.4.2 A set of engineering drawings, specifications and design basis shall be supplied that comply with all applicable codes and documents governing the design and installation, including all Virginia Codes and standards, local regulatory requirements, NFPA, ANSI, IEEE, ASME, SMACNA, and ASCE standards. If there are any requirements from the insurance carrier, Fire Department or other AHJ, these shall be included in the design.
- 1.4.3 Information related to the overall system shall be provided that includes at a minimum BESS system description, single-line drawings, function block diagrams, logic diagrams of all software control schemes, plant

- circuit diagrams, technical descriptions, dimension prints, and assembly drawings.
- 1.4.4 All equipment shall be designed to meet the requirements of these Projects. The Winning Bidder shall provide a total turnkey proposal that includes all equipment necessary for the BESS Facility to operate in a safe and dependable manner, to interconnect to the Owner's grid at the point of interconnection and to meet the goals and requirements of this RFP.
- 1.4.5 The winning bidder will provide construction plans that will include milestone schedule, hours of operation, utility and site access needs, and emergency SOPs.
- 1.4.6 Winning Bidder will be responsible for installation of a proper ground grid.
- 1.4.7 Winning Bidder shall be responsible for configuring the multiple strings of batteries such they fit within the footprint of the Project Site.
- 1.4.8 Winning Bidder shall provide a full set of the BESS Facility documents including, but not limited to, OEM documents, drawings, instructions, and manuals necessary to operate and maintain the BESS Facility.
- 1.4.9 Submittals/drawings for the 30%, 60% and 90% phase depicting the physical and operational characteristics of the equipment and installation shall be delivered to the Owner/Owner's Engineer for review over the course of the construction timeline.
- 1.4.10 Information and documentation of factory testing and test records shall be provided.

1.5 Communications Integration

1.5.1 The Winning Bidder will be responsible for providing a plan on how to integrate the BESS system into the Owner's existing communication protocols.

1.6 Battery Requirements

- 1.6.1 The BESS system shall include batteries, a power conversion system (inverters, MW step-up transformers), wiring up to Owner provided interconnection facilities and an energy management system (EMS).
- 1.6.2 The batteries must have an operational life of twenty (20) years.
- 1.6.3 The system shall be capable of charging from 0% to 100% usable SOC and discharging from 100% to 0% usable SOC (its rated energy) for a minimum of duration as stated in the design documentation.
- 1.6.4 AC connection to the battery shall be 480V, three-phase wye, 60Hz AC.
- 1.6.5 Batteries shall be designed to operate with one full charge/discharge cycle per day.

1.7 Final Project Documentation

- 1.7.1 Complete set of as built drawings post construction
- 1.7.2 Complete set of test results package for record
 - All field test records created and logged during the testing and commissioning of the BESS Facility shall be provided to the Owner.
 - All field verification tests shall be documented in a report and provided to Owner. This report should include appropriate references to the performance requirements and to the design studies performed.
 - All engineering drawings shall be provided in AutoCAD native format and in PDF.
- 1.7.3 Statement of completion
- 1.7.4 Installation manuals, instruction manuals and operational guides for all equipment and subsystems. Specific instruction manuals for the operation of the BESS controller are required.
- 1.7.5 Other project documentation that would reasonably be required for Owner to document the construction of the ESS and operate the ESS in the future.
- 1.7.6 BESS Control and protective settings
- 1.7.7 Final software
- 1.7.8 As-built drawing and documentation upon final Project acceptance

1.8 Training [modify as needed]

- 1.8.1 The Winning Bidder will be responsible for the provision of classroom/on-site training prior to the commissioning of the system. The training could include, but is not limited to, the following areas:
 - System/Network Administration Training,
 - Hardware Training,
 - Software/Application Training,
 - End-user Training (Train the trainer),
 - Operation and Maintenance training,
 - Incident Response Procedures (e.g. Fire, Spillage, Errors/Warnings etc.).

1.9 Electrical

- 1.9.1 System shall connect to the Owner's grid at the point of interconnection defined in the attached drawing.
- 1.9.2 System shall include step-up transformer as per the BESS Facility requirements.
- 1.9.3 Owner shall provide any metering devices.
- 1.9.4 Grounding system shall be grounded at the neutral of the LV three-phase wye AC output

- 1.9.5 The Contractor shall take necessary precautionary measures to ensure that there will be no mis-operation, damage or danger to any equipment or system due to broadband interference and effects. The Contractor shall ensure that there are no discharge sources from the Project and related equipment that could cause interference with radio and television reception, wireless communication systems, or microwave communication systems. The Winning Bidder shall propose any necessary mitigation to ensure that communication is not adversely affected.
- 1.9.6 The Contractor shall make measurements before, (or with all equipment deenergized), and after commissioning of the Project for the purpose of verifying compliance with the broadband interference requirements.
- 1.9.7 All broadcast signals, radio noise, television interference and broadband interference measurements shall be made with instruments that comply with the latest revision of ANSI C63.2, "American National Standard for Electromagnetic Noise and Field Stren Instrumentation, 10 Hz to 40 GHz Specification." IEEE Standard 430, "IEEE Standard Procedures for the Measurement of Radio Noise from Overhead Power Lines and Substations" defines the measurement procedures that shall be used.
- 1.9.8 The Power Conversion System, PCS, shall not produce Electromagnetic Interference (EMI) that will cause mis- operation of instrumentation, communication, or similar electronic equipment within the Project or on Owner's system. The PCS shall be designed in accordance with the applicable IEEE standards to suppress EMI effects.
- 1.9.9 The Project must meet the harmonic specifications of IEEE 1547. Harmonic suppression may be included with the PCS or at the Project AC system level. However, the Contractor shall design the Project electrical system to preclude unacceptable harmonic levels in the Project auxiliary power system.

1.10 Safety

- 1.10.1 BESS will include a complete fire protection/alarm system as required by the appropriate permitting agency.
- 1.10.2 Systems must be designed to be in compliance with all applicable safety standards during construction and potential exposure to chemicals and other hazardous materials in regards to modules, enclosure, and any other structures and to protect against hazards such as ruptures and exposure to fire.
- 1.10.3 Winning Bidder will be responsible to secure the Project site at all times during the construction and commissioning work. Any additional fencing that is needed will be installed by Winning Bidder.

1.11 Monitoring / Communications

- 1.11.1 The BESS shall include a monitoring and data acquisition system which allows monitoring of
 - AC voltage and current per phase real time
 - Overall real power, power factor and frequency real time
 - System status charge, discharge, idle

- System mode distribution grid-tied, offline
- Battery state of charge (BSOC)
- Energy / time remaining at current discharge rate
- Energy / time remaining at full rated discharge rate
- Time until full charge at current recharge rate
- Logging of energy data on a [one minute, five minute, 15 minute] interval, with up to 30 days of local storage
- Sufficient data to allow calculation of BESS AC round-tip efficiency
- 1.11.2 The BESS shall be capable of communications with an external controller.
- 1.11.3 All communications shall be encrypted to meet cyber security standards
- 1.11.4 BESS shall report status and logged data to the SCADA system.
- 1.11.5 BESS shall be able to accept system commands from an external controller, including:
 - Charge power
 - Discharge power
- 1.11.6 Individual BESS synchronization / protection set points shall be adjustable via an external controller.

1.12 Installation / Commissioning

- 1.12.1 The Winning Bidder will prepare and provide its EH&S plan to Owner for review and acceptance. The Winning Bidder and all contractors used by Winning Bidder will be required to follow this plan. This plan must document the ES&H training of any personnel who will be needed to perform work at the site, along with the step-by step procedure for their work and foreseeable contingencies.
- 1.12.2 Spill Containment -- The BESS design shall mitigate against electrolyte spills that are credible for the types of cells used. The design shall include features that contain electrolyte spills (to be emptied by contracted chemical disposal company in the event of a spill) and prevent discharge to surrounding site soils.
- 1.12.3 Personnel safety -- The BESS shall include eyewash stations in the battery area as applicable. The BESS shall be designed with personnel safety as the top priority.
- 1.12.4 Fire Containment -- The vendor shall design and install a fire protection system that conforms to national and local codes. The fire protection system design and associated alarms shall take into account that the BESS will be unattended at most times. In the event codes do not exist for the proposed BESS, current industry accepted best practices shall be employed.

Attachment 4

Non-Disclosure Agreement

CONFIDENTIALITY AGREEMENT

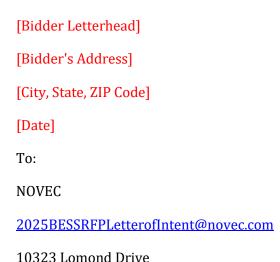
This Confidentiality Agreement ("Agreement") is entered	ed into on the	day of	<u>, 20</u> ,
("Effective Date") between	and Northern	n Virginia Electric	Cooperative, to
exchange information in connection with their business dealings	with each other.	Such information	will be referred
to as "Disclosed Information" for purposes of this Agreement.	This Agreemer	nt governs use of	such Disclosed
Information and supersedes all prior understandings with regard to	this subject.		

- 1. Disclosed Information means: (a) all information in whatever form transmitted relating to the past, present or future business affairs of the party providing such information ("Provider"); and (b) information produced or developed by either or both parties during the working relationship between the parties, excluding deliverables identified in an executed contract between Provider and Recipient.
- 2. This Agreement is intended to encompass the corporate affiliates and subsidiaries of both Parties hereto. Consequently, affiliates and subsidiaries of either Party may disclose Confidential Information to the other Party or its affiliates and subsidiaries, and affiliates and subsidiaries of either Party may receive Confidential Information from the other Party or its affiliates and subsidiaries. The terms "disclosing Party" and "receiving Party" shall include affiliates and subsidiaries of the Parties hereto with respect to Confidential Information disclosed or received by the affiliates and subsidiaries. The rights and obligations of the Parties hereto shall inure to the benefit of their respective corporate affiliates and subsidiaries and may be directly enforced by them.
- 3. A party receiving Disclosed Information ("Recipient") shall not: (a) use the Disclosed Information for its separate commercial advantage; or (b) disclose it to any other entity, except as provided in numbered paragraph 4, below.
 - 4. Some portions of the Disclosed Information may be considered to be "Confidential Information"
 - (a) "Confidential Information" is that portion or portions of the Disclosed Information, whether provided in writing or verbally, identified by the Provider either as "Confidential", "Proprietary" or "Company Private" ("Confidential Information"). Confidential Information must be held in confidence and not disclosed to any third party, except as provided in numbered paragraph 4, below.
 - (b) A party may request written verification of verbally provided Confidential Information within fifteen (15) days of it first being provided.
 - (c) The parties must use the same degree of care to protect the Confidential Information and to prevent its disclosure as is used with the party's own Confidential Information, which shall be at least the degree of care which a reasonably prudent person would take to protect and prevent disclosure of its own information of a confidential or proprietary nature.
 - (d) Confidential Information may be disclosed only to directors, officers, employees and representatives of the Recipient who need to know such information for the purpose of evaluating a possible transaction between the parties, provided the Recipient shall have informed these persons of the confidential nature of such information, directed these persons to treat such information in confidence, and these persons have consented in writing to do so. A Provider may also consent in writing to allow disclosure to others.
- 5. The confidentiality obligations do not apply to information which: (a) at or after the time provided is or becomes readily available to the public, other than through a breach of this Agreement; (b) was rightfully in the possession of the Recipient prior to the date provided without any restrictions on disclosure; (c) is rightfully obtained by the Recipient from a third party after its receipt from the Provider; or (d) disclosure of which is necessary to the extent required by law. (However, the Recipient must give the Provider prompt notice and make a reasonable effort to obtain a protective order.)

- 6. If the transaction that is the subject of the Disclosed Information is not consummated within a reasonable time, all written Confidential Information must be promptly redelivered by the Recipient to the Provider, and no copies, extracts or other reproductions of any of the Confidential Information can be retained by the Recipient. All documents, memoranda, notes and other writings whatsoever prepared by the Recipient based on Confidential Information must be destroyed.
- 7. The obligations regarding non-disclosure of Confidential Information will continue for five (5) years after such information is returned to the Provider.
- 8. DISCLOSED INFORMATION IS PROVIDED ON AN "AS IS" BASIS. The Provider and its representatives shall have no liability to the Recipient resulting from use by the Recipient of the Disclosed Information. Therefore, use of such Disclosed Information is at the Recipient's own risk. In addition, the Provider shall be entitled to equitable relief, including injunction, if any provisions of this agreement are breached.
- 9. This Agreement and/or the provision of Disclosed Information does not grant the Recipient any license to any patents, copyrights or other intellectual property rights relative to the Disclosed Information.
- 10. Neither party may assign its rights or delegate its duties or obligations under this Agreement without prior written consent.
- 11. Either party may terminate this Agreement by providing thirty (30) days written notice to the other. Any provisions of this Agreement which by their nature extend beyond its termination will remain in effect beyond such termination until fulfilled and will apply to either party's successors and assigns. The term of this Agreement shall be two (2) years from the effective date.

	Northern Virginia Electric Cooperative
	10323 Lomond Drive
	P. O. Box 2710
	Manassas, VA 20108-0875
Signature:	Signature:
Name	Name:
Title:	Title:
Date:	Date:

Attachment 5



Subject: Letter of Intent to Offer – 2025 BESS RFP

Dear NOVEC,

Manassas, VA 20109

On behalf of [Bidder's Legal Entity Name] ("Bidder"), this Letter of Intent ("LOI") confirms our intent to participate in [Phase Two and/or Phase Three] of the Request for Proposal ("RFP") issued by NOVEC concerning the development of utility-scale Battery Energy Storage System (BESS) facilities.

We, [Bidder's Legal Entity Name] acknowledge and confirm our understanding of the requirements and expectations outlined in the RFP and are committed to providing a comprehensive and competitive Offer.

We hereby submit our formal intent to offer services as outlined in the RFP and affirm the following:

1. Demonstration of Experience and References

[Bidder's Legal Entity Name] affirms our experience in the design, construction, and commissioning of utility-scale Battery Energy Storage System (BESS) facilities, as required for Phase Two of this RFP. [Describe relevant Phase Two services for build transfer solution].

[Bidder's Legal Entity Name] also have relevant experience for Phase Three services, including [briefly describe relevant Phase Three services for O&M, delete this paragraph if you do not intend to bid on Phase Three].

A summary of our relevant projects and references is attached, demonstrating our capability to perform the services for which [Bidder's Legal Entity Name] intend to submit an Offer.

2. Certification of RFP Requirements

[Bidder's Legal Entity Name] hereby certify in writing that:

All requirements of the RFP have been thoroughly revied and are fully understood.

[Bidder's Legal Entity Name] will comply with all RFP requirements for all Offers submitted.

[Bidder's Legal Entity Name] understands that failure to meet all RFP requirements for the services offered will result in automatic rejection of our Offer.

3. Bidder's Qualification Questionnaire

[Bidder's Legal Entity Name] have completed and attached the Bidder's Qualification Questionnaire as required.

4. Intent to Proceed

[Bidder's Legal Entity Name] intends to proceed to:
$\hfill\square$ Phase Two – Build transfer solution for Perimeter Facility
$\hfill\square$ Phase Two – Build transfer solution for Balls Ford Facility
☐ Phase Three – O&M for Perimeter Facility
☐ Phase Three – O&M for Balls Ford Facility
(Please check all that apply.)

5. Project/Service Identification

[Bidder's Legal Entity Name] are submitting an Offer for the following project/service(s):

[Clearly specify the project(s) or service(s) for which the Offer will be provided.]

6. Confidentiality Agreement

[Bidder's Legal Entity Name] have reviewed, executed, and attached the Confidentiality Agreement (Attachment 4) as required by the RFP.

7. Contact Information

For all correspondence regarding this Letter of Intent and the RFP process, please contact:
Name:
Title:
Email:
Phone:
Address:
[Bidder's Legal Entity Name] appreciate the opportunity to participate in this procurement process and look forward to submitting a comprehensive Offer in accordance with the RFP requirements.
We look forward to the opportunity to contribute to the success of this initiative and respectfully submit this LOI in accordance with the guidelines set forth in the RFP.
Please do not hesitate to contact us at [Phone Number] or [Email Address] should you have any questions.
Sincerely,
[Authorized Representative Name]
[Title]
[Bidder Company Name]
[Signature]

Attachments:

[Date]

- $1. \ \ \, \text{References demonstrating relevant experiences for build transfer solution and/or } 0 \& M \\ \ \, \text{services} \\$
- 2. Executed Confidentiality Agreement (Attachment 4)
- 3. Executed Bidder's Qualification Response (Attachment 5)

Bidder's Qualification Response

All Bidders must provide the following information to be considered for moving to Phase Two of this RFP.

Indicate which Phase of the RFP the responses	s below are for:
☐ Phase Two – Build transfer solution	
□ Phase Three – 0&M	
• •	ess the Bidder's experience, organizational structure, e requirements for which the Bidder is providing an
Company & Organizational Information	
1. Provide Bidder's name, full address and zip	code.
Response	Additional Information
2. Provide contracting party's name, full addre Bidder.	ess and zip code if applicable and different from
Response	Additional Information
	and Affiliates of the Bidder, including but not limited articipating with the Bidder of the Project and their les and services they will provide.
Response	Additional Information
	ructure. A written description and flow chart diagram
showing links are required. List the legal regis	stered name of all owners and participants, including

but not limited to joint Offer participants, of the Project and their relative percentage ownership.

Response

Additional Information

5. Address all the following that apply if Bidde	r is:
i. A Subsidiary or Affiliate of any other entity of and identify the ultimate parent,	or corporation, provide details as to the relationships
Response	Additional Information
ii. Part of a partnership, provide the names of a General Partner(s),	all partners and, if a limited partnership, identify the
Response	Additional Information
(or if a contractual joint venture), the respectientity (if any),	e joint venture, the corporate form of the joint venture ve interests of the members, and the controlling
entity (if any),	
Response	Additional Information
iv. A limited liability company, identify each m member, Response	ember and, if applicable, the entities Controlling each Additional Information
Response	Traditional Information
	r organization, association or group of persons acting ffer, provide the names of all the members and tium, organization, association, or group;
Response	Additional Information
vi. Subcontracting Plan - Provide information any subcontracts, EPC, developers, integrators	about the extended project team. This shall include s, or construction contractors.
Response	Additional Information

6 Identify the state in which each entity name	ed above is incorporated or formed and authorized to
-	y is also registered in Virginia, but under a different
name or d/b/a, please provide that name.	, is also registered in virginia, but under a universite
Response	Additional Information
7. Describe Bidder's business ethics.	
Response	Additional Information
8. List all existing commitments, pending legal	I claims and contingencies (lease agreements
	relates to Bidder's ability to enter into and perform
under a proposed Offer.	
Response	Additional Information
Credit Information	
4 Kil Bill i i li i i G li B ii	Lil and Day A Market Bill I
	and the associated Rating Agency. If the Bidder's
update.	l Phase Two, the Bidder is obligated to provide an
upuate.	
Response	Additional Information
2. If the contracting party is rated, state its Cre	edit Rating and the associated Rating Agency. If the
contracting party's Credit Rating changes betw	
obligated to provide an update.	
Response	Additional Information
3. If the Bidder and contracting party are diffe	rent entities, explain the relationship between the
two.	
Response	Additional Information
пезропас	Additional information
<u> </u>	<u>, </u>

Financial Information

1. Provide three (3) years of audited financial statements of the Bidder and contracting part	ty, if
applicable.	

Response	Additional Information	

Development Experience

Describe Bidder's background and experience in developing utility scale BESS projects. If an Offer for O&M services is submitted, provide a description of the services provided (feel free to expand upon the template and requested information below).

1. Provide a listing of utility scale BESS projects in which the Bidder participated and completed using the following template:

Project Name	MW	MWh	Use Case	Contact/ Reference	Bidder's Role	COD Date

2. For those Offers submitted to provide O&M services, please provide a listing of all projects for which these services were/are provided using the following template:

Project Name	MW	MWh	Use Case	Contact/ Reference	Bidder's Role; O&M	Date