



Request for Proposals
**Accelerating Local Supply of
Critical Marine Noise Mitigation Systems
for Offshore Wind Construction**

RFP OSW-2022-04

Date of Issue: August 1, 2022
Proposals Due: August 31, 2022

Total Grant Funding Available: \$5 million
through Grant Agreement with MassCEC and
associated Services Agreement(s) with Vineyard Wind 1 LLC

All proposals must be submitted to:
offshorewind@masscec.com

I. SUMMARY

Through this Request for Proposals (“RFP”), the Massachusetts Clean Energy Center (“MassCEC”), in collaboration with Vineyard Wind 1 LLC (“Vineyard Wind”), is seeking to competitively select and fund one (1) qualified applicant or applicant team (“Applicant”) to (a) establish the necessary equipment and operational capabilities to provide “big bubble curtain” marine noise mitigation services to offshore wind projects in southern New England and (b) deploy a secondary big bubble curtain system in a pilot demonstration campaign during the monopile foundation installation of the Vineyard Wind 1 project (the “Vineyard Wind 1 Project”). The Vineyard Wind 1 Project will provide a unique opportunity for the selected locally-based Applicant to demonstrate capacity to supply and deploy this important technology to mitigate underwater noise during offshore wind pile driving activity during the construction of Vineyard Wind 1 and subsequent offshore wind projects.

Through this joint initiative, MassCEC and Vineyard Wind seek to advance the localization of suppliers and service providers for this important technology in three phases:

1. In Phase 1, supported by grant funding from the Vineyard Wind 1 Industry Accelerator Fund and administered by MassCEC, the successful Applicant will conduct the planning, engineering, design, procurement, and assembly of the necessary equipment for a bubble curtain noise mitigation system, including two (2) big bubble curtain seabed hoses no less than 1100m in length and air delivery and supply equipment incorporated onto one or more vessels outfitted with dynamic positioning (IMO Class 2) which will support the deployment and operation of the big bubble curtain system.
2. In Phase 2, under a separate service agreement(s) with Vineyard Wind, the successful Applicant will work directly with Vineyard Wind and its foundations installation team to mobilize, test, deploy and demobilize the big bubble curtain systems during a 60-day pilot on the Vineyard Wind 1 project. While payment for work during this 60-day pilot will be made by MassCEC utilizing grant funds, MassCEC will not make such payment without notification from Vineyard Wind that the Applicant has performed its work to Vineyard Wind’s satisfaction.

Funding for Phases 1 and 2 (see Section VII) will be provided through a grant agreement between MassCEC and the selected Applicant.

3. In Phase 3, at the sole discretion of Vineyard Wind, the successful Applicant will provide continued bubble curtain noise mitigation services during the Vineyard Wind 1 Project’s foundation installation campaign under an additional, or amended, service agreement with Vineyard Wind. Applicants must commit to being ready and available to provide the Phase 3 services for a minimum of 90 days, in 30-day increments. The successful Applicant will be notified no later than day 45 of the Phase 2 60-day pilot as to whether bubble curtain services will be sought for Phase 3.

As detailed below, Applicants must satisfy certain pre-qualification criteria established by Vineyard Wind, including entering into a non-disclosure agreement with Vineyard Wind and

other steps that demonstrate the ability of the Applicant to meet legal and technical specifications, as well as ultimately contract with Vineyard Wind to complete the deployment of the bubble curtain systems.

Any grant award under this RFP will be contingent upon the ability of the selected Applicant to successfully execute contracts with both MassCEC and Vineyard Wind through which the selected Applicant commits to the Scope of Work outlined below for Phases 1 and 2 as well as a commitment to provide the big bubble curtain noise mitigation systems and services for the full Vineyard Wind 1 monopile installation campaign (i.e., through Phase 3) at Vineyard Wind's discretion.

For this RFP, the available grant funds for Phase 1 plus the Phase 2 60-day pilot deployment is up to Five Million Dollars (\$5,000,000) from the Vineyard Wind Offshore Wind Accelerator Program. Applicants must provide a minimum of a fifty percent (50%) cost share for the total project cost (Phases 1 and 2). Applicants will also submit a proposed budget for services under Phase 3. The services agreement(s) scope and budget for Phase 2 and Phase 3 will be negotiated between Vineyard Wind and the selected Applicant.

II. ABOUT MASSCEC

MassCEC is a state economic development agency dedicated to accelerating the growth of the clean energy sector across the Commonwealth to spur job creation, deliver statewide environmental benefits and to secure long-term economic growth for the people of Massachusetts. MassCEC works to increase the adoption of clean energy while driving down costs and delivering financial, environmental, and economic development benefits to energy users and utility customers across the state.

MassCEC's mission is to accelerate the clean energy and climate solution innovation that is critical to meeting the Commonwealth's climate goals, advancing Massachusetts' position as an international climate leader while growing the state's clean energy economy. MassCEC is committed to creating a diverse, equitable, and inclusive organization where everyone is welcomed, supported, respected, and valued. We are committed to incorporating principles of diversity, equity, inclusion, and environmental justice in all aspects of our work in order to promote the equitable distribution of the health and economic benefits of clean energy and support a diverse and inclusive clean energy industry. MassCEC strives to lead and innovate in equitable clean energy and climate solutions.

III. ABOUT VINEYARD WIND

Vineyard Wind is an offshore wind development company, jointly owned by Copenhagen Infrastructure Partners (CIP) and Avangrid Renewables, LLC. Vineyard Wind was selected in Massachusetts' first competitive procurement process for long-term energy contracts and is

currently building Vineyard Wind 1, an 800-megawatt (MW) windfarm and the first commercial-scale offshore wind energy project in the United States.

IV. BACKGROUND AND GOALS

THE VINEYARD WIND OFFSHORE WIND ACCELERATOR PROGRAM

As part of its selected bid in the first Massachusetts procurement for long-term energy contracts, Vineyard Wind committed to fund and otherwise support specific initiatives designed to maximize offshore wind industry development in Massachusetts and provide benefits to local Massachusetts communities. A central piece of these commitments was the establishment of a \$15 million Offshore Wind Accelerator Program (the “Accelerator Program”), which includes:

- (1) a \$10,000,000 Industry Initiative to accelerate the development of the offshore wind supply chain, businesses, and infrastructure in the Commonwealth by integrating existing and new Massachusetts businesses into the supply chain, and expanding offshore wind industry infrastructure and supply chain;
- (2) a \$2,000,000 Workforce Initiative to support recruiting, mentoring, and training of Massachusetts residents for careers in the Commonwealth’s new offshore wind industry and to address key gaps and barriers in current offshore wind workforce development offerings in the Commonwealth; and
- (3) a \$3,000,000 Wind and Whales Initiative to develop and demonstrate innovative methods and technologies to enhance protections for marine mammals and support regional monitoring efforts as the Massachusetts and US offshore wind industry grows.

Vineyard Wind designated MassCEC to administer, manage, and oversee the Accelerator Program, and Vineyard Wind and MassCEC executed an agreement in September 2021 to guide the Accelerator Program.

OFFSHORE WIND SUPPLY CHAIN GAP: BUBBLE CURTAIN SYSTEMS

Marine bubble curtain systems are deployed to mitigate impacts from the noise produced by pile-driving and similar construction activities which have the potential to adversely affect marine mammals, fish, and other marine animals. The Vineyard Wind 1 Project utilizes monopile foundations, made up of cylindrical steel tubes welded together, to support and provide stability for its offshore wind turbines. For offshore wind, the installation of monopile foundations requires the use of pile-driving technology that hammer and vibrate the massive steel tube structures into the seafloor. Big bubble curtain systems are comprised of large, perforated hosing placed to encircle the monopile foundation installation area. Using large, specialized compressors aboard one or more specially equipped support vessels, air is pumped into the hosing and released through the perforations to create a “wall” of bubbles around the monopile. Because air and water have a substantial impedance mismatch, the bubble curtain acts as a reflector of sound. The bubbles also resonate in response to sound and absorb sound energy.

As the offshore wind industry scales up for projects off the coast of Massachusetts and other states, it is critical to ensure all available measures are taken to protect sensitive species, most notably the endangered North Atlantic Right Whale. In addition to time of year restrictions on construction activity, vessel speed restrictions, and comprehensive monitoring requirements, noise mitigation systems will need to be deployed near the monopile during installation to mitigate impacts on sensitive species.

Big bubble curtain systems have been successfully deployed on projects around the world, and the technology is well-tested and trusted to meet noise mitigation requirements. The Bureau of Ocean Energy Management (“BOEM”) currently requires that Vineyard Wind utilize sound attenuation measures during pile driving to achieve specific noise mitigation goals. Vineyard Wind has submitted plans to BOEM that are anticipated to meet these reduction requirements. The plans include a hydro-sound damper and a single big bubble curtain ring that both will be deployed around the monopile foundation being installed. Noise monitoring will be required to establish that sound is sufficiently dampened to a pre-determined level. It is expected that most, if not all, future U.S. offshore wind projects will be required to deploy comprehensive noise mitigation.

While bubble curtain systems are utilized around the world for a variety of marine construction projects, including offshore wind installation, the companies that deploy this technology at the scale needed for offshore wind are centralized in Europe. Key elements of a big bubble curtain system are not currently available within the Commonwealth, and most of the critical technical expertise comes from European companies. Most notably, due to its operations in close proximity to the monopile installation vessel, the vessel deploying the big bubble curtain must have a precision navigational positioning system that allows the vessel to stay in position and not interfere with monopile installation under a range of wind, wave, and active current conditions. Other key elements of a big bubble curtain system are specialized hoses and high-volume air compressors engineered into a system that can be deployed, operate at designated location, recovered, and repositioned efficiently from a service vessel, and withstand the conditions of the marine environment.

The growth of the global offshore wind market has resulted in a tight supply of vessels staffed and equipped for big bubble curtain systems deployment. Vessels of this size and capability that meet Jones Act requirements are mostly located in the Gulf of Mexico and are in high demand for other activities. This results in long lead times and higher costs. With the U.S. expecting to install more than 2,000 offshore wind turbines by 2030, and each of those turbines likely to require noise mitigation during installation, it is anticipated that the U.S. will need a locally available solution to provide big bubble curtains. U.S. suppliers have access to obtain the specialized vessels and equipment needed but will be challenged in successfully contracting with a developer that is willing to risk a critical scope of work on a new supplier without experience in this field. Additionally, at this early stage of the industry there is financial risk for new suppliers in making large investments without multiple contracts in place to ensure their vessels are active for an extended period of time. In this respect, it is a daunting business

proposition to commit to the expense of procuring and equipping a vessel for bubble curtain services in the region.

Within this context, MassCEC and Vineyard Wind have recognized the opportunity to utilize the Accelerator Program to spur the establishment of a local supplier with the capabilities necessary to provide, test, and deploy a big bubble curtain noise mitigation system on the Vineyard Wind 1 Project. Vineyard Wind will meet required noise mitigation levels with its current noise mitigation solutions. Nevertheless, given that the Vineyard Wind 1 Project is the first commercial-scale project and the overriding importance of protecting sensitive marine life as well as avoiding construction delays and costs, the deployment and testing of a second bubble curtain system for a 60-day pilot period not only will provide additional noise mitigation but also will directly support the establishment of a local supplier. Through this work funded by the Accelerator Program, the local supplier will gain direct in-field experience on a US offshore wind project and demonstrate capabilities that will be critical to competing for and securing contracts to supply big bubble curtain systems on future projects.

PROJECT GOALS

Through this RFP, MassCEC seeks to advance key objectives of the Commonwealth's offshore wind economic development strategy and establish a critical component of the offshore wind supply chain in Massachusetts that will be necessary for future projects in Massachusetts and the Northeast U.S. region. The selected Applicant will have the chance to mobilize, deploy and test its big bubble curtain system on the first commercial scale offshore wind project in the U.S. By demonstrating the efficacy of this system during this work, the selected Applicant will be positioned to serve the broader U.S. offshore wind market and compete for future bubble curtain deployments with revenues in the range of \$5-10M per project. This project provides the opportunity to utilize the Accelerator Program Funds in coordination with the Vineyard Wind 1 Project installation to advance a key component of the offshore wind supply chain in the Commonwealth, comprised of several local sub-suppliers.

The specific goals of this initiative are:

- To support the localization of a big bubble curtain noise mitigation system supplier and service provider in Massachusetts;
- To conduct a pilot test of secondary big bubble curtain systems during the Vineyard Wind 1 Project's foundation installation campaign and provide direct in-field opportunity for a contractor to demonstrate its capabilities, test equipment in-situ, and gain valuable experience that will be important for qualifying, competing for, and securing future contracts to supply bubble curtain systems on future offshore wind projects; and
- To provide redundant noise mitigation during pile driving activities beyond the pilot testing phase for the Vineyard Wind 1 Project.

V. ELIGIBILITY AND PROJECT COMMITMENTS

Applicant Eligibility. To be eligible to submit an application, potential Applicants must obtain a **Prequalification Certificate** (as defined in Section VII below) from Vineyard Wind. The prequalification process involves demonstrating to the satisfaction of Vineyard Wind that the potential Applicant can meet legal, commercial, and technical specifications established by Vineyard Wind and can ultimately enter into a service agreement with Vineyard Wind for deployment of the big bubble curtain. The prequalification process includes entering into a **non-disclosure agreement (“NDA”)** with Vineyard Wind. This will provide the potential Applicant with access to technical and performance specifications as well as contractual documents, all of which are proprietary to Vineyard Wind.

Applicants may be a single entity or a team of co-Applicants. If submitting a joint application, the application must identify the lead Applicant (the “Lead Applicant”). The Lead Applicant will be the recipient of the award, the primary point of contact, and will be responsible for overall administration of the award and the Project (as defined in Section VII) . A co-Applicant may be an entity that has some form of joint control over the proposed supply and service and may be a major source of matching funds or provider of in-kind services or may be responsible for implementation of key aspects of the Project. Joint applications must include a memorandum of understanding signed by the Lead Applicant and all co-Applicants that includes a description of the roles and responsibilities of each entity and describes the components of the proposed project that would be carried out by each party and a description of the nature and status of any binding legal agreements setting forth the terms of the relationship between or among the Applicant and any co-Applicant(s).

A “Team Member” would be an entity that is vested in overall success of the Project and directly contributes relevant knowledge, outreach, services, and/or a coordination function to the Project. A “Contractor” would be an entity that provides materials and/or services to the Project through an arms’ length agreement for materials and/or services.

Project Commitments. All Applicants are expected to comply with and commit to the following Project requirements:

- Applicants must commit to exclusively providing bubble curtain noise mitigation services for the Vineyard Wind 1 Project during its monopile foundation installation campaign. Details on the timeline necessary for commitment to this project will be shared once Applicant executes an NDA with Vineyard Wind.
- Grant funding under this RFP is contingent on the Applicants ability to enter into contracts and complete contractual obligations with both MassCEC and Vineyard Wind.
- Applicants must demonstrate significant commitment to anchoring the proposed business activities, equipment, and workforce in Massachusetts. Pursuant to contracts with MassCEC and Vineyard Wind, the selected Applicant will be required to be registered to do business in the Commonwealth.

VI. ESTIMATED TIMELINE

This timeline is subject to change at MassCEC’s discretion.

Release of RFP	August 1, 2022
Deadline for initiating the prequalification process with Vineyard Wind	August 12, 2022
Questions due to MassCEC	August 12, 2022
Questions with Answers Posted to MassCEC Website	August 19, 2022
Deadline for obtaining a Prequalification Certificate from Vineyard Wind	August 26, 2022
Proposals Due	August 31, 2022 by 4PM ET
Notification of Preferred Bidder(s) and Negotiations with Vineyard Wind	September 2, 2022 – September 23, 2022
Contract Award	September 23

VII. PROJECT SCOPE

*Notice to Applicants:
Please also see the prequalification information
discussed in Section V, Applicant Eligibility.*

The project entails three distinct phases: (1) activities to establish an operational capability to provide big bubble curtain services for offshore wind projects in southern New England (“Phase 1”), (2) the deployment of big bubble curtain services during a 60-day pilot program (“Phase 2”) and (3) the potential provision of big bubble curtain services associated with installation of monopile foundations for the Vineyard Wind 1 project (“Phase 3” and collectively with Phase 1 and Phase 2, the “Project”).

Applicants must propose to perform all three phases. MassCEC will administer funding for Phases 1 and 2 through a grant agreement with the selected Applicant. Vineyard Wind will enter into a services agreement with the selected Applicant for Phase 2 with the provision that Phase 2 payments will be made by MassCEC under the grant agreement. Phase 3 is contingent upon the success of Phase 2 and is at the sole discretion of Vineyard Wind for continued noise

mitigation services. Phase 3 provides an opportunity for the selected Applicant to enter into an additional (or amended) service agreement with Vineyard Wind for big bubble curtain deployment during at least an additional 90 days of the monopile installation process of the Vineyard Wind 1 project.

The grant agreement with MassCEC for Phase 1 and Phase 2 will include milestones for deliverables and outcomes which must be met for grant fund reimbursements. The services agreement(s) with Vineyard Wind for Phase 2 and Phase 3 will include provisions by which Vineyard Wind may terminate the services at any point for failure to comply with Vineyard Wind terms and conditions for deployment. Termination of Phase 2 or Phase 3 contracts may not impact commitment to Phase 1 funding for establishment of operational capacity, though it would affect Phase 2 funding for performance of work during the 60-day pilot period.

Additional general terms for provision of big bubble curtain services are provided by Vineyard Wind in the Technical Summary in Attachment 3.

Provided here, and in attachments to this RFP, is a general description of the Project scope and specifications. Specifically, Attachment 3 to this RFP provides a Technical Summary for the Project (the "Technical Summary"). **Additional technical specifications and contractual information are available to Applicants directly from Vineyard Wind** subject to execution of an NDA between Applicant and Vineyard Wind.

PHASE 1: ESTABLISH OPERATIONAL CAPABILITY TO PROVIDE BUBBLE CURTAIN SERVICES

The selected Applicant will conduct all business operations, planning, engineering, design, procurement, assembly, and testing to establish an operational capability to provide big bubble curtain services in southern New England meeting the technical specifications and performance requirements set forth in this RFP and provided directly by Vineyard Wind. The selected Applicant will identify and enter into necessary agreements for the management and staffing of big bubble curtain services with a base of operations in Massachusetts' South Coast. Attachment 3 of this RFP includes a general Technical Summary from Vineyard Wind of the requirements outlined below. More specific technical requirements of Phase 1 to be shared with the successful Applicant after execution of an NDA.

The general specifications for Phase 1 are as follows and as presented in the Technical Summary:

1. Planning, design, and engineering for the big bubble curtain systems and services.
 - Perform all design and engineering necessary to complete the works as specified in Attachment 3 and other additional specifications and requirements as provided to the Applicant by Vineyard Wind.

2. Vessels

- Supply of a vessel with Dynamic Positioning System – level 2 (“DP2”) navigational capabilities of sufficient size to house all the necessary related equipment with appurtenant sea fastening and grillage.

3. Equipment

- Two (2) bubble curtain systems which include but may not be limited to the following components:
 - Air delivery equipment (compressors and supply hose) that are able to deliver > 0.4 m³ per minute per meter of seabed hose.
 - Two (2) seabed hoses no less than 1100m in length.
 - Operations control equipment.
- Deployment and retrieval storage systems suitable to allow hose to be stored awaiting use on the seabed.
- All lifting, rigging and survey tools (detailed requirements defined by contractor’s planning).
- Fuel, consumables, and all other necessary supplies.

4. Business Functions

- Establishment and/or demonstration of capability to perform basic business functions (management, staffing, facilities, accounting, legal, etc.).

5. Operations

- Establishment of an operations base in the Massachusetts South Coast region including berthing arrangements for this Project and long-term plans for basing operations in the South Coast.
- Availability of operations and maintenance services for all aspects of Phase 2 and Phase 3 deployment for Vineyard Wind 1.

PHASE 2: 60 DAY PILOT DEPLOYMENT OF BUBBLE CURTAIN SERVICES

The selected Applicant will provide big bubble curtain systems and services for the Vineyard Wind 1 Project during a 60-day pilot project of the monopile installation campaign, pursuant to the following general specifications.

The selected Applicant will work directly with Vineyard Wind and its foundations installation contactors to mobilize, test and demobilize the bubble curtain system during a minimum 60-day pilot on the Vineyard Wind 1 Project. Detailed specifications are provided in the Technical Summary with additional detail available directly from Vineyard Wind and generally include:

- Demonstrated ability to deploy, operate, and remove equipment in conditions as specified in [Attachment 3](#). Operations will run twenty four (24) hours a day and seven (7) days per week.

- Demonstrated ability to set up and deploy equipment at each foundation location in no more than three (3) hours, commence operations within thirty (30) minutes of deployment, and retrieve all hoses and subsea equipment in no more than three (3) hours.
- Demonstrated ability to repeat operations at a new site a minimum of once every twenty-four (24) hours.

Funded under the MassCEC Grant, the Phase 2 work will be covered by both the MassCEC grant agreement and a service agreement between the Applicant and Vineyard Wind. The Applicant will be required to furnish deliverables demonstrating Vineyard Wind’s satisfaction with the Applicant’s work during Phase 2 in order to receive reimbursement pursuant to the grant agreement.

PHASE 3: PROVIDE BUBBLE CURTAIN SERVICES TO VINEYARD WIND

Follow-on Services. The successful Applicant must be available and willing to enter into an additional or amended agreement with Vineyard Wind to provide big bubble curtain systems and services for the remainder of the Vineyard Wind 1 Project’s foundation installation campaign, or a portion thereof. Vineyard Wind shall notify the Applicant of any additional project scope under Phase 3 by day 45 of the 60-day pilot project.

After notification of additional scope and execution of a service agreement for Phase 3 of the Project with Vineyard Wind, the successful applicant shall provide noise mitigation services for the Vineyard Wind 1 Project. Applicant shall deploy the bubble curtain systems engineered and developed in Phase 1, and tested in Phase 2, to attenuate underwater noise during the Vineyard Wind 1 Project’s monopile installation campaign. The successful Applicant must be available to deploy services either in active deployment or standby for the 90-day duration of the Vineyard Wind 1 Project’s foundation installation campaign in 30-day installments.

PROJECT TIMELINE

The general timeline for Project is:

- Start date: September 23, 2022
- Planning package submitted: November 1, 2022
- Engineering packages submitted: December 1, 2022; February 1, 2023; and March 1, 2023
- Bubble curtain systems tested and available: April 1, 2023
- Fully mobilized bubble curtain equipment at offshore site: April 14, 2023
- Vessel availability: Through November 1, 2023

Additional details and requirements will be provided by Vineyard Wind.

VIII. HOW TO APPLY

To respond to this RFP, submit your proposal via email to the MassCEC RFP Manager at OffshoreWind@MassCEC.com. The words “**Response to RFP OSW-2022-04**” must appear in

the email subject line. The proposal must be in electronic PDF file format, preferably no more than two (2) files.

Under no circumstances will MassCEC accept responses past the deadline presented in Section VI.

The proposal must include the following elements:

Frontpage/Applicant Information. Provide a frontpage which presents the following information:

- Applicant name and address – company or organization;
- Partner names – company or organization;
- MassCEC RFP number (from cover page of this RFP);
- Date submitted to MassCEC;
- Applicant contact person(s) – name, telephone and email; and
- Budget summary:
 - Phase 1: Total budget and amount requested from MassCEC, including 60-day pilot deployment.
 - Phase 2 and Phase 3: Proposed day rates and standby charges for services agreement with Vineyard Wind

Notice to Applicants: For the following sections of the application please clearly identify information as relevant to Phase 1, Phase 2, Phase 3, or all Phases.

Proposal Summary (one (1) page). Applicants should provide a summary of their organization, their qualifications, and their proposed approach for working with MassCEC under Phase 1 and Vineyard Wind under Phase 2 and Phase 3.

Signature and Acceptance Form. Each Applicant must submit a signed Authorized Applicant’s Signature and Acceptance Form which is found in Attachment 1 to this RFP.

Prequalification Certificate. Each Applicant must obtain and submit a certificate (the “Prequalification Certificate”) provided by Vineyard Wind demonstrating that, in the opinion of Vineyard Wind, the Applicant has the financial capacity and managerial and technical expertise to complete all tasks associated with Phase 1, Phase 2, and Phase 3. Applicants may initiate the process of obtaining a Prequalification Certificate by contacting the Vineyard Wind Contact identified in Section XI of this RFP.

Statement of Qualifications and Experience (up to three (3) pages). Provide a description of the Applicant and a statement of qualifications and experience relevant to the services being proposed, including the following:

- Provide a brief description of Applicant and any partner organization(s) for the proposed services, including major subcontractors. Include types of services provided, date founded, history, number of employees, and location for providing services to MassCEC.
- Describe the overall qualifications and experience of the Applicant and all partners. Explain why the Applicant or team is well qualified to provide the proposed services. Include examples of related past work. Responses may include **appendices** with relevant supplemental material.
- Identify key individuals who will provide the proposed services. Provide a summary of relevant technical and business expertise of these individuals. Submit resumes (as appendices) of all key applicant team members.

Workplan Narrative (maximum ten (10) pages). Provide a workplan narrative that describes the overall approach to Phase 1 and Phase 2 and Phase 3. Include a description of Applicant’s proposed approach for engaging with relevant stakeholders where applicable. Provide a scope of work that lists and briefly describes all major tasks associated with Phase 1. Identify the team member(s) responsible for each major task and key milestones and/or deliverables associated with each major task.

Also provide a description of the bubble curtain services proposed to be provided to Vineyard Wind consistent with the scope of Phase 2 and Phase 3. Include information as applicable on all related economic, supply chain and workforce development impacts of the Project including the proposed home port for the deployment vessel(s), local hiring, engagement with additional local businesses, plans for further establishment of facilities/operations beyond Vineyard Wind 1.

Statement on Diversity, Equity and Inclusion; Environmental Justice. Please provide a brief summary of you or your organization’s commitment to diversity, equity and inclusion (“DEI”) and/or environmental justice (“EJ”) principles. If available, please provide or link to any relevant materials (e.g., organization guidance documents, mission/vision statements, etc.). You may also include brief examples of initiatives, projects, or other work in which the lead Applicant and/or partners have demonstrated a clear commitment to advancing DEI and/or EJ principles. The Proposal shall include mechanisms to engage with traditionally disadvantaged populations in the community to ensure just and equitable access to economic opportunity the Project will provide, including partnerships with diverse businesses and access and opportunity to workforce development and jobs created.

Budget and Rate Sheet (maximum four (4) pages). Provide a separate detailed budget for Phase 1, Phase 2, and Phase 3, including hourly rates for all team members where applicable¹.

- For Phase 1 include budget line items for all major aspects of establishing the operational capability to provide big bubble curtain marine noise mitigation services to

¹ Please note that contractor rates are not considered confidential in the case of a public records request. Please see Section XI for additional information on the Massachusetts Public Records Law.

offshore wind projects in southern New England (e.g., procurement of vessel if not already available, procurement and installation of big bubble curtain equipment, vessel modifications, commissioning). Also include a table of tasks, milestones/deliverables, completion dates, and MassCEC payment amounts (or budget cap if time and materials billing) in a format provided in Attachment 2.

- For Phase 2 include a day rates and standby charges for the 60-day pilot stage.
- For Phase 3 include a day rates and standby charges for the remaining 90 days of the monopile deployment campaign. For the 90 days beyond initial 60-day pilot stage, include day rates for both deployment and standby.

Comments on Template Agreements. Provide comments on the template grant agreement provided in Attachment 2. MassCEC will not negotiate key provisions that have not been identified by Applicant as part of the proposal. Eligible Applicants will have access to the Vineyard Wind template service agreement through direct engagement with the Vineyard Wind Contact identified in Section XI.

References. Provide references for at least three (3) clients of the Applicant, preferably those for which Applicant has provided services on matters related to the requested services. Include a contact person, email address, and phone number for each reference.

IX. SELECTION CRITERIA

All applications will be reviewed together after the application due date specified in Section V. MassCEC reserves the right to accept, reject, or place applications on hold based on a threshold review of clarity, completeness, and credibility of the application.

MassCEC staff may contact Applicants to request supplemental information prior to formal review. MassCEC may also request an interview with applicants. All proposals submitted in response to this RFP that satisfy the threshold review will be reviewed based on the following criteria:

1. PROGRAM SUMMARY, SCOPE, AND WORK PLAN

- The extent to which the proposal anchors key business activities for the local supply of big bubble curtain noise mitigation technologies and other components of the OSW supply chain in Massachusetts and demonstrates significant public benefits to:
 - Economic benefits;
 - Workforce benefits;
 - OSW industry advancement;
 - Local communities; and/or
 - Advancing science or research.
- The extent to which the proposal demonstrates an understanding of and desire to cooperate and collaborate with key stakeholders including, but not limited to;

workforce partners, unions, commercial fishermen, diverse businesses, and environmental organizations.

- Presentation of a clear strategy and work plan for undertaking activities necessary to complete the Project, including a sound approach to efficient and effective project management.
- The extent to which the Applicants proposed schedule aligns with the stated Project timeline.
- The extent to which the proposal establishes viable supply chain opportunity for competitive participation in future offshore wind projects and further incentivizes additional supply chain investment in the Commonwealth of Massachusetts.

2. PROJECT VIABILITY AND RISKS

- Presentation of a clear strategy and plan for undertaking the activities necessary to complete the Project, including design approach, permissions, financing, construction approach, and efficient and effective project management, contracting, oversight, and execution.
- Project readiness and risk including feasibility, schedule, financing, permissions and authorizations.
- Level of backing from the offshore wind and maritime industries and support from the local community and stakeholders. Demonstration that components of investment through this proposal (i.e., vessel acquisition and/or upgrades) will have ample opportunity to contribute to multiple applications in support of offshore wind.
- Strong support and local backing. The Project should have robust support from the offshore wind and/or the maritime industry and local stakeholders. Applicants should have firm plans for fishing industry engagement. In the demonstration of this objective, the applicant should provide letters of support from municipalities, community groups, regional economic development and workforce agencies, offshore wind and maritime businesses, elected officials, and other key stakeholders. Applicant should demonstrate strong commitment to use assets funded through this initiative to anchor long-term benefits of the offshore wind industry to the Commonwealth of Massachusetts.

3. COMMITMENT TO DIVERSITY, EQUITY, INCLUSION, ENVIRONMENTAL JUSTICE

- Extent to which the Applicant and team members demonstrate a genuine and proactive commitment to diversity, equity, inclusion, and environmental justice, through project site selection/location, contracting, and hiring as well as internally within their organizations.
- Access to opportunity. The Project should advance principles of diversity, equity, inclusion, and environmental justice. In the demonstration of this objective, the engagement of business activities in or near Environmental Justice populations and Gateway Cities are strongly encouraged. Applicants should also demonstrate how they will prioritize the use of Diverse Business Enterprises (including minority business enterprises, women business enterprises, veteran business enterprises, or service-disabled veteran-owned business enterprises, as defined by the Commonwealth of

Massachusetts Operational Services Division’s Supplier Diversity Office), including local business subcontractors to provide supporting work as applicable.

4. TEAM EXPERIENCE AND QUALIFICATIONS

- Applicant’s and Project Partners’ experience and demonstrated ability to deliver high quality work for relevant projects of similar complexity as described in this RFP.
- Capability of the Applicant and Project Partner(s) to successfully deliver on the proposed scope of work within the determined timeframe.
- “Pre-qualification Certificate” from Vineyard Wind demonstrating that in the opinion of Vineyard Wind, the Applicant has the financial capacity and managerial and technical expertise to complete all tasks associated with Phase 1 and Phase 2.
- Commitments and plans to locate the related business activities in Massachusetts. Including equipment supply, vessel(s) homeport, local hiring, engagement with unions, workforce entities, and other Massachusetts businesses. The Project must directly result in new job creation and sustainable, substantial economic benefits.

5. BUDGET

- Extent to which applicant has demonstrated need for grant funds.
- Amount of cost share, and the extent to which other funds are leveraged. Cost share requirements outlined in Section X.
- The extent to which the requested information is provided in sufficient detail
- Applicant has demonstrated financial capability to execute project.
- The extent to which the Project demonstrates a cost-efficient approach to the proposed tasks, and completion of the overall project at a reasonable cost.

6. VALUE DEMONSTRATION

- Comparison of the proposed project to other applicants’ proposals.
- Overall value proposition of proposed project to the establishment and growth of the offshore wind industry in the Commonwealth, including the four projects currently selected and others to come pursuant to Massachusetts law and formal procurements, and the local supply chain and workforce.
- Commitments and plans to locate the related business activities in Massachusetts. Including equipment supply, vessel(s) homeport, local hiring, engagement with unions, workforce entities, and other Massachusetts businesses. The Project must directly result in new job creation and sustainable, substantial economic benefits.

X. BUDGET AND COST SHARE REQUIREMENTS

MassCEC and Vineyard Wind have allocated up to \$5 million from the Accelerator Program for the Project which will support capital expenditures and a 60-day pilot deployment program (Phase 1 and Phase 2).

All proposals must demonstrate a commitment to cost-sharing. Specifically, project proposals will require a minimum one-to-one financial match. Projects with greater levels of cost-share will be prioritized in the selection process.

MassCEC will provide grant funding for the capital expenditure elements of the bubble curtain system, including securing and localizing qualified vessel(s), equipment, and training needs. Additionally, the grant funds will support a minimum 60-day pilot deployment of the big bubble curtain on the Vineyard Wind 1 project. Grant funding under this RFP will not provide for services under Phase 3 of the Project. As the success of this initiative is closely tied to the Vineyard Wind 1 project, Applicants must have secured pre-qualification status from Vineyard Wind prior to submitting a proposal.

XI. CONTACT INFORMATION FOR QUESTIONS AND PREQUALIFICATION

The MassCEC and Vineyard Wind contact persons for this RFP are:

MassCEC RFP Manager	Lauren Farnsworth 617-315-9388 OffshoreWind@MassCEC.com
Vineyard Wind Contacts	Dan Kent 781-636-8750 dkent@vineyardwind.com Lily Elmore 802-497-4368 lelmore@vineyardwind.com

Potential Applicants may submit **questions** regarding this grant opportunity by email to the MassCEC RFP Manager by the date stated in Section VI above. Potential Applicants should review this RFP in its entirety. The words: “Question – RFP OSW-2022-04” must appear in the email subject line.

Questions pertaining to the contracting process with Vineyard Wind should be submitted by email to both of the Vineyard Wind Contacts.

Potential Applicants may initiate the process of obtaining a Prequalification Certificate (see Section V) by contacting the Vineyard Wind Contacts through email or phone.

XII. GENERAL REQUEST FOR PROPOSALS CONDITIONS

NOTICE OF PUBLIC DISCLOSURE

As a public entity, MassCEC is subject to Massachusetts’ Public Records Law, codified at Chapter 66 of the Massachusetts General Laws (“Public Records Law”). Applicant acknowledges and agrees that any documentary material, data, or other information submitted to MassCEC is

presumed to be public records. An exemption to the Public Records Law may apply to certain records, including materials that fall under certain categories under a statutory or common law exemption, including the limited exemption at Massachusetts General Laws Chapter 23J, Section 2(k) regarding certain types of confidential information submitted to MassCEC by an applicant for any form of assistance. Applicant acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any particular document, material, data or other information is exempt from or subject to public disclosure. Thus, MassCEC urges applicant to carefully consider what documents, materials, data and other information is submitted to MassCEC in connection with this RFP.

DISCLAIMER & WAIVER AUTHORITY

This RFP does not commit MassCEC to award any funds, pay any costs incurred in preparing an application, or procure or contract for services or supplies. MassCEC reserves the right to accept or reject any or all applications received, waive minor irregularities in submittal requirements, modify the anticipated timeline, request modification of the application, negotiate with all qualified Applicants, cancel or modify the RFP in part or in its entirety, or change the application guidelines, when it is in MassCEC's best interests.

This RFP has been distributed electronically using MassCEC's website. It is the responsibility of Applicants to check the website for any addenda or modifications to an RFP to which they intend to respond. MassCEC accepts no liability and will provide no accommodation to Applicants who submit an application based on an out-of-date RFP document.

MASSCEC CONTRACT REQUIREMENTS

Following a collaborative proposal evaluation and selection process between MassCEC and Vineyard Wind, MassCEC and the awarded Applicant(s) will execute a Grant Agreement contract, substantially in the form of the Agreement attached to this RFP as [Attachment 2](#), which will set forth the respective roles and responsibilities of the parties for Phase 1 and Phase 2 of the Project.

NEGOTIATION OF SERVICE AGREEMENT(S) WITH VINEYARD WIND

The successful Applicant will finalize negotiations and contract terms with Vineyard Wind through a service agreement for services under Phase 2 of the Project. Based upon the success of the Phase 2 pilot deployment, Vineyard Wind, at its sole discretion, may request the Applicant to provide additional services under Phase 3. Applicant and Vineyard Wind shall execute a second service agreement for this phase of the Project which will include a requirement for the Applicant to commit to be available to provide big bubble curtain services for the full foundation deployment campaign for the Vineyard Wind 1 Project to the exclusion of providing such services to any other customer during this time period.

ATTACHMENT 1: AUTHORIZED APPLICANT’S SIGNATURE AND ACCEPTANCE FORM

RFP 2022-OSW-04 (the “RFP”)

The undersigned is a duly authorized representative of the Applicant named below. The undersigned has read and understands the RFP requirements and acknowledges and confirms that the Applicant and each member of its team has read and understands the RFP Requirements. The undersigned acknowledges and agrees that all of the terms and conditions of the RFP are mandatory.

The undersigned and each Applicant and each member of its team acknowledges and agrees that (i) all materials submitted as part of the application are subject to disclosure under the Massachusetts Public Records Law, as explained in the RFP; (ii) that the Massachusetts Clean Energy Technology Center (“MassCEC”) has no obligation, and retains the sole discretion to fund or choose not to fund the application set forth herein; and (iii) that MassCEC’s receipt of the application does not imply any promise of funding at any time.

The undersigned and each member of the Applicant’s team understands that, if the Application is selected by MassCEC pursuant to this RFP, the Applicant will execute and deliver an agreement to be provided by MassCEC that shall set forth the terms and conditions, together the respective roles and responsibilities of the Applicant, and each member of its team, and MassCEC, with respect to the Project described in the RFP.

I certify that the statements made in this Application, including all attachments and exhibits, are true and correct.

Applicant: _____
(Printed Name of Applicant Company or Organization)

By: _____
(Signature of Applicant or Authorized Representative)

Name: _____

Title: _____

Date: _____

ATTACHMENT 2: SAMPLE MASSCEC GRANT AGREEMENT

GRANT AGREEMENT

This Grant Agreement (the “Agreement”), effective as of [Date – Month DD, YYYY] (the “Effective Date”), is by and between the **Massachusetts Clean Energy Technology Center** (“MassCEC”), an independent public instrumentality of the Commonwealth of Massachusetts (the “Commonwealth”) with a principal office and place of business at 294 Washington Street, Suite 1150, Boston, MA 02108, and [Grantee Name] with a principal office and place of business at [Grantee Address] (“Grantee”). Each of MassCEC and Grantee are at times referred to in this Agreement as a “Party,” and together the “Parties”.

WHEREAS, [provide an introduction to the Agreement, why it is being entered into, provide facts about the relationship and goals of the parties, the nature of the contract, and mention other related transactional documents]; and

WHEREAS, [use as many clauses as necessary].

NOW, THEREFORE, in consideration of the recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, MassCEC and Grantee agree as follows:

1. Performance of the Work

- a. Grantee shall complete the Project [make sure defined] and provide the deliverables (the “Deliverables”) described in the Scope of Work set forth in Attachment 1 (the “Scope of Work”).
- b. Grantee is solely responsible for all Project decisions, the preparation of all plans and specifications, and completing the Project in accordance with the Scope of Work.
- c. Grantee is solely responsible for selecting and entering into a written contract (or contracts) with contractors as necessary to provide the Deliverables and complete the Scope of Work, and for ensuring that the contractors Grantee retains comply with all applicable provisions of this Agreement. Grantee acknowledges that MassCEC shall have no responsibility for managing such contractors or the relationship between Grantee and its contractors. Further, Grantee shall indemnify and hold harmless MassCEC from any Damages (as defined in Section 14) associated with any disputes occurring between Grantee and its contractors arising from or in relation to the Project.
- d. Grantee acknowledges that MassCEC will have no responsibility for management of the Project, including obtaining all local, state, and federal permits, as applicable.
- e. Grantee shall be responsible for completing all required steps to receive funding from any other entity besides MassCEC, as applicable.

2. Term

The term of this Agreement shall commence on the Effective Date, and shall expire on [Date – Month DD, YYYY] (the “Term”) unless otherwise terminated in accordance with Section 8 herein.

3. Grant Amount; Payment; Rescission

Grant Amount. In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, MassCEC agrees to provide Grantee with funds in an amount not to exceed **[write out amount] Dollars (\$numerical amount)** (the “Grant”). The Parties acknowledge and agree that this is a maximum authorization, and MassCEC is under no obligation to transfer the full amount to Grantee, or any amount, in the event Grantee does not satisfy the requirements under this Agreement. Grantee acknowledges and agrees that receipt of this Grant, or any portion of this Grant, does not create any rights of preferences to receive subsequent funding from MassCEC. In no event shall the Grant exceed the amount specified in this section.

Payment. MassCEC will pay Grant funds to Grantee in installments in accordance with the Schedule and Deliverable table set forth in the following Attachment (each installment a “Grant Installment”) within forty-five (45) days of approval of the corresponding Deliverable, receipt of a written invoice describing the work performed with Grant funds during the invoice period, and receipt of a completed and signed Cost Share and Expenditure Certification (Attachment).

Rescission. If Grantee materially breaches any term of the Agreement, in addition to the ability to terminate as set forth in Section 8(a), MassCEC shall have the right to rescind Grant payments; provided, however, that Grantee shall have the opportunity to cure such breach within thirty (30) days of the breach and if Grantee does so, MassCEC shall not exercise the right to rescind Grant payments. If Grantee becomes insolvent, makes an assignment of rights or property for the benefit of creditors, or files for or has bankruptcy proceedings instituted against it under the federal bankruptcy law of the United States, or if MassCEC reasonably believes that such an event is imminent, MassCEC, acting in its sole discretion, may rescind the remaining undisbursed portion of the Grant.

4. Project Managers

- a. MassCEC and Grantee have designated the following persons to serve as Project Managers to support effective communication between MassCEC and Grantee and to report on the Project's progress (the “Project Managers”).

For MassCEC:

[First Name Last Name], ([phone number] / [email]@masscec.com)

[First Name Last Name], ([phone number] / [email]@masscec.com)

For Grantee:

[First Name Last Name], ([phone number] / [email]@)

- b. Grantee shall obtain prior written approval from MassCEC to make any change to its Project Manager. For the avoidance of doubt, MassCEC may update its Project Manager(s) listed without amending this Agreement, if done in compliance with the notice provisions of Section 5.

5. Notice

Any notice in this Agreement shall be in writing and shall be sent either by (i) facsimile, email, or other electronic transmission, (ii) courier, or (iii) first class mail, postage prepaid, addressed to the Project Manager listed in Section 0(a) at the address indicated in the preamble of this Agreement (or to such other address as a Party may provide by notice to the Party pursuant to this section), and shall be effective (x) at dispatch, if sent by facsimile, email, or other electronic transmission, (y) if sent by courier, upon receipt as recorded by courier, or (z) if sent by first class mail, five (5) days after its date of posting.

6. Publicity; Use of Name

Grantee shall collaborate directly with MassCEC to prepare any public statement, media strategy, or announcement relating to or bearing on the work performed or data collected under this Agreement or to prepare any press release or for any news conference in which MassCEC is concerned or discussed, including, but not limited to, any media pitches, interviews, embargoed materials, photo opportunities, blogs, guest columns, media events, or editorial boards which relate to this Agreement or MassCEC (each, a "Public Statement") and shall in no event be permitted to publish, release, or otherwise disseminate any such Public Statement without MassCEC's prior written consent.

Grantee agrees that MassCEC shall have the right to make use of and disseminate, in whole or in part, all work products, reports, Deliverables, and other information produced in the course of the Project's completion, and to use the information in such materials contained to produce summaries, case studies, or similar information resources.

7. Other Requirements

- a. *Program Evaluation.* Grantee agrees to support MassCEC's program evaluation activities, and MassCEC's dissemination of information regarding Grantee's experiences. To this end, Grantee agrees that its key personnel and contractors working on the Project will be available at reasonable times with advance notice to be interviewed by MassCEC or its authorized representatives for purposes of program evaluation or case study development.
- b. *Grant Administration.* Grantee shall use the Grant funds only for the activities described in the approved Scope of Work. Grantee shall maintain financial records relating to the receipt and expenditure of all Grant funds in accordance with the terms set forth under this Agreement for a period of seven (7) years starting on the first day after final payment under the Agreement.
- c. *Grant Expenditure.* All costs incurred by Grantee before the Effective Date are incurred voluntarily, at Grantee's risk and upon its own credit and expense. Grantee shall not incur any costs to be charged against Grant funds prior to the Effective Date.
- d. *Cost Share.* Grantee agrees to meet and maintain a minimum [number written out] percent ([number]%) cost share for the Project ("Cost Share"). MassCEC and Grantee will share in any cost savings that result from Project expenses that are less than the amount identified in the Project Budget by maintaining the minimum Cost Share.

- e. *Allowable Expenses.* Grantee's costs uniquely associated with the Project and incurred directly in the completion of Milestones set forth in the Scope of Work and identified in the Project Budget (the "Allowable Expenses"), shall be eligible for Cost Share. For the avoidance of doubt, Allowable Expenses shall not include general administration, overhead, mark-ups, travel (either by Grantee or by subcontractors to Grantee), Grantee's own labor, or general purpose facilities, equipment, materials, or software.

8. Termination

- a. MassCEC may terminate this Agreement at any time if Grantee has materially breached any term of the Agreement and fails to cure such breach as provided in Section 3(c).
- b. MassCEC may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate action inconsistent with MassCEC performing its obligations under this Agreement.
- c. Except as otherwise provided in the Agreement, the rights and obligations of each of the Parties under Sections: 5, 6(b), 7(b), 8, 10, 11, 14, 15, 18, 19, 21, 22, 24, 26, and 27 of this Agreement shall survive and remain in effect after the termination or expiration of this Agreement.

9. Tax Forms and Grant Taxability

- a. Grantee shall provide MassCEC with a properly completed United States Internal Revenue Service ("IRS") Form W-9 (the "W-9"). Failure to provide the W-9 shall be grounds for withholding all Grant Installments until such W-9 is received. W-9s shall be emailed to finance@masscec.com.
- b. Grants may be considered taxable income by the IRS and the Massachusetts Department of Revenue. Grantee is solely responsible for any failure to timely consult with a tax professional to determine the federal and/or state tax implications of this Agreement. MassCEC will issue an IRS Form 1099 to each Grantee. For all tax-exempt entities (including government entities), a tax-exemption certificate or IRS tax-exemption determination letter must be emailed to finance@masscec.com.

10. Access and Use

Grantee agrees to license or otherwise make available to MassCEC in perpetuity, without charge, Grantee's interest in and copyright (if any) to all non-confidential materials prepared and produced in relation to the Project, including, without limitation, all plans, specifications, and analyses developed in connection with the Project and specified as being for MassCEC's use and public dissemination; provided, however, that any and all inventions that are conceived or first reduced to use during the course of the Project shall be the sole property of Grantee (except that if jointly invented, title shall flow in accordance with United States patent law), and any licensing requests for such inventions shall be subject to good faith negotiations between the Parties.

11. Audit

At any time prior to the completion of the Project and as otherwise provided in this section, MassCEC shall have the right to audit Grantee's or its other agents' records to confirm the use of the Grant awarded under this Agreement. If such audit reveals that any portion of such funds was used for purposes not permitted under the Agreement (a "Nonconformance Event"), then Grantee shall refund

to MassCEC the amount determined by such audit to have been improperly used within thirty (30) days of Grantee's receipt of such audit and demand. In the event such audit reveals a Nonconformance Event, MassCEC shall be entitled to immediately terminate this Agreement and discontinue disbursing Grant Installments to Grantee from the date the audit is completed, subject to any limitations set forth by Section 8. Grantee shall maintain books, records, and other compilations of data pertaining to the funds paid pursuant to this Agreement to the extent and in such detail as to properly substantiate use of such payments. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under the Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit, or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting from audit or other action, or until the end of the Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of Grantee which pertain to the provisions and requirements of this Agreement. Such access may include on-site audits, review, and copying of records.

12. Assignment and Subcontracting

Grantee shall not assign or in any way transfer any interest in Grant funds without the prior written consent of MassCEC, nor shall Grantee subcontract any of its obligations hereunder without the prior written consent of MassCEC; provided, however, that any subcontract entered into by Grantee pursuant to this Section 12 shall not relieve Grantee from any of its obligations pursuant to this Agreement, any act or omission by a subcontractor of Grantee shall be deemed an act or omission by Grantee, and Grantee shall be responsible for each of its subcontractors complying with all obligations of Grantee pursuant to this Agreement.

13. Compliance with Laws

Grantee agrees to comply with all applicable federal, state, and local statutes, rules, regulations, and permitting requirements, including, but not limited to, all laws promoting fair employment practices or prohibiting employment discrimination and unfair labor practices, and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, or for exercising any rights afforded by law.

14. Indemnification

- a. To the fullest extent permitted by law, Grantee shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors, and employees (together with the Commonwealth and MassCEC, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs, and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred, or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Grantee, its officers, directors, employees, agents, subcontractors, or assigns under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of Grantee, its officers, directors, employees, agents, subcontractors, or assigns. Without limiting the foregoing, Grantee shall indemnify and hold harmless each Covered Person against any and all Damages that may arise out of or are imposed due to the failure to comply with the provisions of applicable law by Grantee or any of its agents, officers, directors, employees, subcontractors, or assigns.
- b. In no event shall either Party be liable for any indirect, incidental, special, punitive, or consequential damages whatsoever (including, but not limited to, lost profits or interruption of business) arising out of or related to Grantee's, its officers', directors', employees', agents', subcontractors' or assigns' performance of the Project under this Agreement, regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise.

15. Public Records and CTHRU

As a public entity, MassCEC is subject to the Commonwealth's Public Records Law, codified at M.G.L. c. 66 (the "Public Records Law"). Grantee acknowledges and agrees that any documentary material, data, or other information submitted to MassCEC are presumed to be public records. An exemption to the Public Records Law may apply to certain records, including materials that fall under certain categories under a statutory or common law exemption, including the limited exemption set forth in M.G.L. c. 23J, Section 2(k) regarding certain types of confidential information submitted to MassCEC by an applicant for any form of assistance. Grantee shall be solely responsible for considering what documents, materials, data, and other information are submitted to MassCEC in connection with this Agreement.

Grantee agrees and acknowledges that MassCEC shall have the right to disclose the name of Grantee and/or payee, the amount of the payment pursuant to this Agreement, and any other information it may deem reasonably necessary on CTHRU, the Commonwealth's online database of state spending, or any other applicable state spending website.

16. Insurance

Grantee certifies that appropriate insurance coverage for all activities under this Agreement has been obtained and shall be maintained in effect through the term of this Agreement. GRANTEE ACKNOWLEDGES THE SUFFICIENCY OF THE TYPES AND AMOUNTS OF INSURANCE COVERAGE MAINTAINED AND THE APPROPRIATENESS OF THOSE COVERAGES FOR THE DURATION OF THE TERM. At MassCEC's request, Grantee will provide MassCEC with copies of the certificates of insurance evidencing such coverage. The insurance requirements for the Project and pursuant to this Agreement are solely Grantee's responsibility and shall not relieve Grantee of any responsibility to MassCEC.

17. Conflict of Interest

Grantee acknowledges that all MassCEC employees are subject to the Commonwealth's Conflict of Interest statute, codified at M.G.L. c. 268A.

18. Lobbying

No funds awarded by this Agreement may be used to pay for or otherwise support any activities intended to influence any matter pending before the Massachusetts General Court or for activities covered by the law and regulations governing "legislative agents" or "executive agents" set forth in the Commonwealth's Lobbying Law, codified at M.G.L. c. 3, Section 39.

19. Choice of Law and Forum; Arbitration; Equitable Relief

- a. This Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to its conflict of laws principles. Any dispute arising out of or relating to this Agreement or its breach, termination, or invalidity, whether before or after termination of this Agreement, if not resolved by negotiation among the Parties within thirty (30) days after such dispute is raised by either Party in writing, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over this Agreement. Any such arbitration will be conducted in or near Boston, Massachusetts. The prevailing Party shall be entitled to receive from the other Party its reasonable attorney's fees and costs incurred in connection with any action, proceeding, or arbitration under this subsection.
- b. This section shall not be construed to limit any other legal rights of the Parties. Each Party acknowledges and agrees that any breach or threatened breach of this Agreement by the other Party may result in substantial, continuing, and irreparable damage to the first Party. Therefore, before or during any arbitration, either Party may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction, where such relief is necessary to protect its interests pending completion of the arbitration proceedings.

20. Registration

Grantee represents and warrants that Grantee is registered and in good standing with the Secretary of State's Office of the Commonwealth of Massachusetts.

21. Severability

Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power, or enforceability of any other clause or provision of this Agreement.

22. Amendments and Waivers

MassCEC may amend Section 15 (without any action by Grantee) to reflect changes in law or MassCEC policies and shall promptly deliver any and all such amendments to Grantee in the manner provided in Section 5. Except as provided in the immediately preceding sentence, no amendments to or modifications of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless the same shall be in writing and shall be signed by each of the Parties. Any waiver by MassCEC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, or in any way limit the remedies available to that Party.

23. Force Majeure

Neither Party shall be liable or responsible to the other Party, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) actions, embargoes, or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; and (f) strikes, labor stoppages or slowdowns. The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Independent Status

Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee, partner, joint venturer, or principal and agent between MassCEC and Grantee, its employees, agents, or officers.

25. Counterparts

This Agreement may be executed in two (2) or more counterparts, and by the Parties on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

26. Headings; Interpretation

The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references in this Agreement: (x) to sections, subsections, schedules, and exhibits mean the sections of, the subsections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions of such agreement, instrument, or other document; and (z) to a statute means such statute as amended from time to time and includes any successor legislation to such statute and any regulations promulgated under such statute. Whenever the singular is used in this Agreement, the same shall include the plural, and whenever the plural is used in this Agreement, the same shall include the singular, where appropriate. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. This Agreement is the result of negotiations between, and has been reviewed by, the Parties and their respective legal counsel.

29. Binding Effect; Entire Agreement

This Agreement shall be binding on the Parties and their respective successors and permitted assigns, and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the Parties, and no person shall be regarded as a third party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant, or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. Furthermore, neither Grantee's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with the MassCEC, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules, and attachments) are hereby incorporated into this Agreement by reference:

Attachment—Scope of Work and Cost Share and Expenditure Certification

[Remainder of Page Intentionally Blank]

In witness whereof, the Parties have caused this Agreement to be duly executed and delivered by their duly authorized officers effective as of the Effective Date.

Massachusetts Clean Energy Technology Center

[Grantee's full legal entity name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal Tax ID No.:

Attachment To Grant Agreement
SCOPE OF WORK: Project Plan, Deliverables, and Schedule

- I. Project Plan [provide a description of the project]
- II. Payment Terms [describe payment terms and the invoicing process. Make sure this section is consistent with the terms of Section 3]
- III. Schedule and Deliverables

EXAMPLE TABLE

Task Number	Task Description	Milestone/Deliverable	Completion Date	Payment Amount
1				
2				
3				
	TOTAL			\$

MassCEC shall have the right at its sole discretion to allow for additional time for the completion of Milestones/Deliverables without need to amend this Agreement. If Grantee cannot satisfy a Completion Date, it shall seek MassCEC's prior written approval, email acceptable, of a later Completion Date and provide reasoning for its request. MassCEC shall approve or deny Grantee's request, email acceptable, within a reasonable time period.

Cost Share and Expenditure Certification

For submission with Grantee's invoice

Grantee Contact and Project Financing Information	
Project Title	
Grantee Contact Name, Title	
Company/Organization	
Milestone # and Name	
Grant Installment Amount Requested	
Grantee Cost Share Amount for Milestone	
Cost Share Source(s)	<i>I.e. Investors, in-kind, labor, cash, etc. Please include names of entities contributing to each type of cost share, amounts for each</i>

This Cost Share and Expenditure Certification is subject to the Agreement, by and between Grantee and MassCEC. By signing below, the undersigned certifies that:

1. They are authorized to sign on behalf of Grantee;
2. MassCEC, pursuant to Section 11 of the Agreement, has the right to audit records to confirm the use of funds is consistent with the Grant requirements and may do so at any time in compliance with the terms of the Agreement; and
3. Grantee has used and/or will use all Grant funds for the Project.

By: _____

(Signature of Authorized Representative)

Name _____

Title _____

Date _____

ATTACHMENT 3: VINEYARD WIND SECOND BIG BUBBLE CURTAIN

PUBLIC TECHNICAL SUMMARY

OCS-A
0501



MASS
USA

VINEYARD WIND

Foundations

Second Big Bubble Curtain Public Technical Summary

Document Title	Second Big Bubble Curtain Public Technical Summary
Company Doc. No.	[Abstract]
Originator / Contractor	[Company]
Contractor Doc No.	
Package Code	FOU - Foundation Package
Revision	[Subject]
Date	[Publish Date]
Doc. Status	IFI - Issued for Information
Document Type	AA - Administration
Classification	External
Author	Nick Wordsworth - NWW
Checked	Soren Lind Sorensen - SLS
Approved	Jen Cullen - JEC

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Revision Control

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Introduction

DOCUMENT OVERVIEW

This document is the public technical summary for the second big bubble curtain (2BBC) for the Vineyard 1 Offshore Wind Farm (VW1).

APPLICATION

This document applies to the 2BBC Request for Proposal (RFP) process being developed by the VW1 project in conjunction with Massachusetts Clean Energy Center (MassCEC). Due to the nature of this document, no external references are included.

PROJECT AIM

The aim of the 2BBC contract works is to demonstrate that a local (MA based) contractor can deliver a fully functional big bubble curtain spread to assist in the construction of multiple future offshore wind farm projects in the US. This aim will be met by the contractor successfully completing the scope of works in accordance with industry best practice, defined in these works by compliance with the VW1 project team's requirements and requirements of the Vineyard Wind's Marine Warranty Surveyor (MWS), to be provided directly to contractor by Vineyard Wind.

Contractor's Scope of Works

OVERVIEW

Generally, the contractor's scope of works is as below:

- Delivery of planning and engineering for all the works,
- Design of a big bubble curtain spread, including two (2) bubble hoses.
- Supply & mobilization of the contractor's sites of all contractor's equipment
- Functional testing of the 2BBC
- Operation of the big bubble curtain at the offshore site, at between 5 and 61 turbine locations
- Compliance with permits including onboard marine mammal monitoring;
- Demobilization and delivery of all documentation and records for the works.

Any activity required to complete the above shall also be included in the scope of works, and the contractor shall review the information provided in preparing his work.

TIMING OF WORKS

The contractor shall deliver his works in accordance with the program issued by VW1, namely:

- Base date - 23 September 2022
- Planning package - 1 November 2022
- Engineering packages - 1 December 2022, 1 February, 1 March 2023
- Tested bubble curtain equipment - 01 April 2023
- Fully mobilized bubble curtain equipment at offshore site - 14 April 2023
- Vessel availability until – 01 November 2023

The contractor shall not commence any part of the works prior to the relevant engineering (where relevant engineering means any engineering that demonstrates the safety of that part of the works) being accepted by the VW1 project team.

PLANNING AND ENGINEERING

The contractor shall plan and engineer the works effectively, safely, and efficiently and specifically work with the VW1 project team and other contractors to efficiently manage and execute the offshore operations.

DESIGN AND ENGINEERING

The contractor shall perform all engineering necessary to complete the works, verifiable against recognized industry standard such as DNV GL or similar, and suitable for approval by the MWS.

The contractor shall design the contractor's equipment necessary for the works. This shall include but not be limited to:

- Vessels, sea fastening and grillage for safe transport
- Two bubble curtains (to enable pre-lay on next position), including air delivery equipment, all supply hoses, two (2) seabed hoses, and operations control equipment
- Deployment and retrieval and storage systems suitable to allow hose to be stored awaiting use on the seabed; and
- All lifting, rigging and survey tools (detailed requirements defined by contractor's planning).

The bubble curtain shall, when installed on the seabed and operating, be designed to provide noise reduction of >9dB SEL measured in 750m distance from the monopile foundation, in a water depth up to 50m.

Each Bubble Curtain hose length measured on the seabed shall be not less than 1100m.

The bubble curtain air delivery equipment (compressors and supply hose) shall be able to deliver > 0.4 m³ /per minute per meter of seabed hose.

The contractor shall cooperate with the VW1 project team and other contractors to design a system that is suitable for safe and efficient deployment, operation, and retrieval, in relatively proximity (<500m) of other vessels operating on DP thrusters.

SUPPLY AND MOBILIZATION

The contractor will supply all the required contractor's equipment and ensure it is mobilized and assembled and tested (where practicable) prior to use offshore.

OFFSHORE OPERATIONS

Offshore operations will be conducted on the following basis:

- Working 24/7, aligned to the project main construction schedule.
- System deployment, operation and removal can be done in 2.5 m Hs (significant wave height)
- Can deploy entire system in not more than three (3) hours and commence operations within thirty (30) minutes of that
- Able to fully retrieve the hoses and other subsea equipment in not more than three (3) hours
- Repeat operations at different Wind Turbine Generator (WTG) locations minimum once every 24hrs

Offshore operations will be split into two phases:

- Functional testing of 2BBC spread at WTG locations in the wind farm area, where there are no concurrent operations by others. This will be one or more tests as necessary to demonstrate deployment, operation and recovery of the contractor's equipment aligned to the above requirements.
- Full deployment, operation, and recovery of the contractor's equipment at between 5 and 61 WTG locations (at the VW1 project team's discretion), in real world proximity to concurrent piling operations by others. Deployment and recovery shall occur at locations and timings as decided and instructed by the VW1 project team.

Sound field verification results showing the system efficacy during piling will be completed by others and supplied by the VW1 project team to the contractor when all works are complete.

REPORTING

The contractor shall supply all the required reporting information throughout the works, including monthly reports, daily progress reports (including mobilization and demobilization) and operational records from the works.