



## **REQUEST FOR PROPOSALS**

for

**Engineering, Procurement and Construction of a  
4.99 MW-AC Solar Photovoltaic Project in Vermont**

---

***RFP Participant Instructions***

***November 17, 2017***

**TABLE OF CONTENTS**

**ARTICLE ONE. GENERAL INFORMATION..... 5**  
    1.01 Introduction.....5

**ARTICLE TWO. PPROJECT INFORMATION..... 6**  
    2.01 Project Location; Indicative Design.....6  
    2.02 Alternative Design Offers.....6  
    2.03 Additional Project Information.....6  
    2.04 Project Permitting Status, Proposed CPG Requirements.....7

**ARTICLE THREE. QUALIFICATION REQUIREMENTS..... 8**  
    3.01 Statement of Qualifications.....8  
    3.02 Terms and Conditions.....8  
    3.03 Module Supply Strategy.....8  
    3.04 Pricing and Breakout.....8  
    3.05 Annual Estimated Production and 8760.....9  
    3.06 Optional Operations and Maintenance Proposal.....9

**ARTICLE FOUR. RFP SCHEDULE..... 10**  
    4.01 RFP Schedule.....10

**ARTICLE FIVE. OFFER SUBMISSION AND EVALUATION..... 11**  
    5.01 Submission of Offer(s).....11  
    5.02 Evaluation and Selection of Offers.....11

**ARTICLE SIX. WAIVERS AND RESERVATION OF RIGHTS;  
    REPRESENTATIONS, WARRANTIES AND COVENANTS..... 12**  
    6.01 GMP’s Rights.....12  
    6.02 GMP’s Acceptance of Offers.....12  
    6.03 Expenses in Event of RFP Termination by GMP.....12  
    6.04 Offeror’s Representations, Warranties and Covenants.....12

**ARTICLE SEVEN. CONFIDENTIALITY..... 14**  
    7.01 Treatment of Confidential Information.....14  
    7.02 Permitted Disclosures.....14  
    7.03 Miscellaneous.....15

## **IMPORTANT – COMMUNICATIONS:**

The primary method for exchange of information or documents concerning the RFP, including any such exchange concerning the preparation or submission of Offers to GMP, will be via email to the following contact:

Kirk Shields  
Director of Development and Risk Management  
[Kirk.Shields@GreenMountainPower.com](mailto:Kirk.Shields@GreenMountainPower.com)

### **RFP documents and notices:**

All RFP information (RFP notices, updates and documents) are posted on the GMP RFP website. Check back periodically for updates.

<https://www.greenmountainpower.com/regulatory/request-for-proposals/>

## ARTICLE ONE. GENERAL INFORMATION.

### 1.01 Introduction.

Green Mountain Power (“GMP”), is soliciting offers (each, an “Offer”, and collectively, the “Offers”) from contractors to engineer, procure and construct a 4.99 MW-AC solar photovoltaic project (the “Project”) in accordance with these RFP Participant Instructions (“RFP Instructions”) and the Proposed EPC Terms & Conditions (“Proposed Terms and Conditions”), the forms of which are posted on the RFP website.

**\*\*\*Note that the battery storage portion of the overall MicroGrid project is NOT in the scope of this RFP. Only the solar portion is included in this Project definition\*\*\***

Unless the context specifies or requires, (i) capitalized terms used but not otherwise defined in these RFP Instructions have the meanings set forth in the Proposed Terms and Conditions, and (ii) references to any “Article”, “Section” or “Appendix” corresponds to the Article, Section or Appendix of these RFP Instructions.

GMP’s goal is execute a fixed price contract for the engineering, procurement and construction contract for the Project (the “EPC Agreement”). Notice to Proceed and commencement of construction is expected to begin in August, 2018, following the issuance of certificate of public good from the Vermont Public Utilities Commission (the “CPG”) satisfactory to GMP.

The purpose of these RFP Instructions is to:

- (a) Set forth the requirements for the submission of each Offer, including, without limitation, waivers, representations, warranties and covenants deemed made for all purposes as part of each Offer submission, as well as the treatment of Confidential Information (as defined in Article Six);
- (b) Set forth the time-frame of the RFP;
- (c) Describe the methods that GMP expects to use to evaluate each Offer; and
- (d) Document the rights that GMP reserves for itself in the RFP.

---

\*\*\* End of ARTICLE ONE \*\*\*

## ARTICLE TWO. PROJECT INFORMATION.

### 2.01 Project Location; Indicative Design.

The Project Site is located at 129 Mears Road in Milton, VT. An indicative layout has been provided in Attachment A to the RFP. Below are the general specification's associated with the Indicative Layout:

Design Variable	North Array	South Array	Project Total
Inverter Rating	50	50	50
Inverter Quantity	50	49	99
Strings/Inverter	12	12	12
Total Strings	600	588	1188
Modules/String	18	18	18
Module Rating	325	325	325
Number of Modules	10,800	10,584	21,384
AC Capacity	2,500	2,450	4,950
DC Capacity	3,510	3,439.8	6,949.8
DC/AC Ratio	1.404	1.404	1.404
Orientation	2 in Portrait	2 in Portrait	2 in Portrait
Tilt Angle	20°	20°	20°
Row Pitch (m)	9.07	9.07	9.07
Space Between Rows (m)	4.11	4.11	4.11
Space Between Rows (ft)	13.50	13.50	13.50

### 2.02 Alternative Design Offers.

Respondents are not required to bid to the indicative specifications, however any modification to the design must be noted in the Offer, and a corresponding site layout must also be submitted. Should respondents choose to modify the specification, GMP requests that any proposed modifications maintain the project capacity (both AC and DC) as close as possible to the indicative specifications.

### 2.03 Additional Project Information.

Additional project materials are also included on the RFP website. Such materials include:

- CAD File of Indicative Layout
- Site Layout
- Single Line Diagram

- Geotechnical Report
- Erosion Plan
- Natural Resource Map
- Natural Resource Assessment
- Waste Disposal Assessment
- Soils Map
- Phase I Archeology Report

2.04 Project Permitting Status, Proposed CPG Requirements.

The Project has not yet received its CPG, which is required for construction. A list of typical CPG conditions has also been provided on the RFP website, included specifications for secondary containment at the transformer locations and project fencing requirements.

2.05 Site Visits.

The project site is on private property. **Bidders who want to visit the site must schedule a site visit at least two days in advance.** No Bidders are allowed access to the site without prior permission.

---

\*\*\* End of ARTICLE TWO \*\*\*

## **ARTICLE THREE. QUALIFICATION REQUIREMENTS.**

### **3.01 Statement of Qualifications.**

In order to evaluate Offer, GMP requests that bidders include a copy of your statement of qualifications related to solar, and EPC services. Please include the following information, at minimum:

- Company overview/description
- 2015/2016 audited financials (breakout for whole company and renewables)
- # projects/MW installed/years operating – Vermont
- # projects/MW installed/years operating – Outside Vermont
- # projects/MW/years operating under O&M– Vermont
- # projects/MW/years operating under O&M– Outside Vermont
- Describe experience your company has engineering; procuring and constructing solar PV projects
- Describe EPC execution methods/capabilities, including identification of internal resources and subcontractors for engineering and construction
- Project references
- Size/structure of solar/renewables/project management team
- Bonding Capacity

### **3.02 Terms and Conditions**

GMP requests that bidders review and include any applicable markup to the Proposed Terms and Conditions.

### **3.03 Module Supply Strategy**

Please provide a description of you module supply strategy, including a list of module providers that you company has purchased from in the past, and a description of your strategy for mitigating risks associated with the pending trade case before the International Trade Commission. Module manufacturer must be tier-one for primary bid. To the extent the bidder would like to provide a non-tier one alternative bid GMP will need to further approve such alternative.

### **3.04 Pricing and Breakout**

The offer price must be on a fixed price basis for the turn-key installation of the Project. Exclusions, (if any) must be listed clearly.

In addition, please provide a breakout pricing, including the following items, at minimum:

1. Solar Modules
2. Inverters
3. Racking Materials (including foundations)
4. Racking Installation

## 5. Electrical Installation

### 3.05 Annual Estimated Production and 8760

Please include an annual estimated production model for the Project, (PVSyst report or similar) including detailed assumptions around the selection of the weather data and loss factors. In addition, please provide an 8760 modeled output for the Project which would be used to support the Capacity Test.

### 3.06 Optional Operations and Maintenance Proposal

GMP requests that bidders provide proposals for Operations and Maintenance pursuant to the Proposed Terms and Conditions. Operations and Maintenance proposals shall be separate from EPC proposals, and GMP reserves the right to exclude Operations and Maintenance.

---

\*\*\* *End of ARTICLE THREE* \*\*\*



**ARTICLE FOUR. RFP SCHEDULE.**

4.01 RFP Schedule.

<i>Date</i>	<i>Event</i>
<b>Friday, November 17, 2017</b>	GMP posts RFP Instructions, RFP materials on the RFP website.
<b>Friday, December 15, 2017</b>	Deadline to submit Offers and required documentation including any markup to the Terms and Conditions.
<b>Friday, December 29, 2017</b>	Deadline for GMP to notify each Offeror regarding the selection status of each Offer.
<b>Wednesday, January 24, 2018</b>	Target for execution of Letter of Intent with selected Offeror to negotiate the EPC Agreement.
<b>Friday, February 22, 2018</b>	Target for execution of the EPC Agreement.

---

\*\*\* *End of ARTICLE FOUR* \*\*\*

**ARTICLE FIVE. OFFER SUBMISSION AND EVALUATION.**

5.01 Submission of Offer(s).

Each complete Offer, conforming to these RFP Instructions, must be submitted via email by 5:00 pm Eastern Prevailing Time on **Friday, December 15, 2017.**

5.02 Evaluation and Selection of Offers.

In order to be eligible for selection, GMP will screen conforming Offers on a “pass-fail” basis against the following criteria:

- Offer is for turn-key engineering and procurement on a fixed-price basis.
- Offeror agrees to the confidentiality obligations in the RFP Instructions

GMP will rank conforming Offers based on a number of criteria including but not limited to cost, firmness of offer (lack of exclusions), experience, financial strength, ability to execute.

---

\*\*\* *End of ARTICLE FIVE* \*\*

## **ARTICLE SIX. WAIVERS AND RESERVATION OF RIGHTS; REPRESENTATIONS, WARRANTIES AND COVENANTS.**

By submitting an Offer to GMP pursuant to the RFP, the Offeror acknowledges the following:

### 6.01 GMP's Rights.

GMP reserves the right to modify any dates and terms specified in these RFP Instructions, in its sole discretion and at any time without notice and without assigning any reasons and without liability. GMP also reserves the right to select zero Offers as an outcome of this RFP.

### 6.02 GMP's Acceptance of Offers.

GMP will not be deemed to have accepted any Offer, and will not be bound by any term thereof, unless and until authorized representatives of GMP and Seller execute An EPC Agreement and, if appropriate, related collateral and other required agreements.

### 6.03 Expenses in Event of RFP Termination by GMP.

In the event that the RFP is terminated by GMP, each participant will be solely responsible for expenses it incurs as a result of its participation in the RFP.

### 6.04 Offeror's Representations, Warranties and Covenants.

- (a) By submitting an Offer, Offeror agrees to be bound by the conditions of the RFP, and makes the following representations, warranties, and covenants to GMP, which representations, warranties, and covenants shall be deemed to be incorporated in their entirety into each of Offeror's Offers:
- (1) Offeror has read, understands and agrees to be bound by all terms, conditions and other provisions of these RFP Instructions;
  - (2) Offeror has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the RFP and these RFP Instructions, including the Terms and Conditions and information which is provided on the RFP website;
  - (3) Offeror has obtained all necessary authorizations, approvals and waivers, if any, required by Offeror to submit its Offer pursuant to the terms of these RFP Instructions;
  - (4) Offeror's Offer complies with all Applicable Laws;
  - (5) Offeror has not engaged, and covenants that it will not engage, in any communications with any other actual or potential Offeror in the RFP concerning this solicitation, price terms in Offeror's Offer, or related

matters and has not engaged in collusion or other unlawful or unfair business practices in connection with the RFP;

- (6) Any Offer submitted by Offeror is subject only to GMP's acceptance, in GMP's sole discretion; and
  - (7) The information submitted by Offeror to GMP in connection with the RFP and all information submitted as part of any Offer is true and accurate as of the date of Offeror's submission. Offeror also covenants that it will promptly update such information upon any material change thereto.
- (b) By submitting an Offer, Offeror acknowledges and agrees that:
- (1) GMP may rely on any or all of Offeror's representations, warranties, and covenants in the RFP (including any Offer submitted by Offeror);
  - (2) GMP may disclose information as set forth in Article Seven of these RFP Instructions; and
  - (3) In GMP's evaluation of Offers pursuant to the RFP, GMP has the right to disqualify an Offeror that is unwilling or unable to meet any other requirement of the RFP, as determined by GMP in its sole discretion.
- (c) BY SUBMITTING AN OFFER, OFFEROR HEREBY ACKNOWLEDGES AND AGREES THAT ANY BREACH BY OFFEROR OF ANY OF THE REPRESENTATIONS, WARRANTIES AND COVENANTS IN THESE RFP INSTRUCTIONS SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION OF SUCH OFFEROR, IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE TO GMP UNDER APPLICABLE LAW, AND DEPENDING ON THE NATURE OF THE BREACH, MAY ALSO BE GROUNDS FOR TERMINATING THE RFP IN ITS ENTIRETY.

---

\*\*\* End of ARTICLE SIX\*\*\*

## ARTICLE SEVEN. CONFIDENTIALITY.

### 7.01 Treatment of Confidential Information.

Each of GMP and Offeror (individually, a “Party” and collectively, the “Parties”) acknowledges and agrees that, as of the date of Offeror’s submission of an Offer to GMP (the “Offer Submission Date”), each Party shall be bound by this Article Six, and each Party agrees to treat Confidential Information (as defined in Section 6.03) as confidential with respect to third parties and must not disclose Confidential Information except as specifically authorized in this Article Seven or as specifically agreed to by each Party in writing. Accordingly, each Party must take all necessary precautions and implement all requisite procedures and practices to protect Confidential Information provided by the other Party; and

### 7.02 Permitted Disclosures.

Subject to the limitations set forth in Section 7.01, each Party may disclose Confidential Information only to its employees, directors, advisors, attorneys, consultants or accountants who have a strict need to know solely for the purpose of directly assisting such disclosing Party in evaluating any Offer (“Permitted Disclosee”), or in subsequent discussions or negotiations regarding such Offer and so long as such disclosing Party advises each Permitted Disclosee of the confidential nature of the Confidential Information and uses reasonable efforts to prevent or limit the disclosure of Confidential Information by such Permitted Disclosee.

### Certain Defined Terms.

For purposes of these RFP Instructions:

“Confidential Information” means all oral or written (including electronic) communications exchanged between the Parties related to an Offer or interconnection request, including, without limitation, the fact that an Offeror has submitted an Offer, and if applicable the facts that (1) GMP has selected the Offer, and (2) the Parties are working to complete an EPC Agreement.

Notwithstanding anything to the contrary set forth herein, the obligations set forth in this Article Seven do not apply to, and the term “Confidential Information” does not include:

- (1) Information that is in the public domain as of the Offer Submission Date or that later comes into the public domain from a source other than from the Party obligated to treat the Confidential Information as confidential, as well as such Party’s Permitted Disclosee or representatives of such Party’s rating agencies;
- (2) Information that GMP or Offeror can demonstrate in writing was already known to GMP or Offeror, as applicable, before the Offer Submission Date;

- (3) Information which comes to GMP or Offeror from a bona fide third party not under an obligation of confidentiality; or
- (4) Information which is independently developed by GMP or Offeror without use of or reference to Confidential Information or information containing Confidential Information.

7.03 Miscellaneous.

- (a) The Parties agree that irreparable damage would occur if the terms and conditions set forth in this Article Seven were not performed in accordance with its terms or were otherwise breached. Accordingly, a Party may be entitled to seek an injunction or injunctions to prevent breach of the terms and conditions set forth in this Article Six and to enforce specifically its provisions in any court of competent jurisdiction, in addition to any other remedy to which such Party may be entitled by law or equity.
- (b) The Parties agree not to introduce into evidence or otherwise voluntarily disclose in any administrative or judicial proceeding, any Confidential Information, except as required by Applicable Law or with the written consent of the Party providing the Confidential Information or as GMP or Offeror may be required to disclose to duly authorized governmental or regulatory agencies, including the PUC and DPS or any division thereof, in order to demonstrate the reasonableness of its actions.
- (c) All written Confidential Information supplied by a Party, and all copies or translations thereof made by the Party or Permitted Disclosee who received the Confidential Information, shall, upon written request of the Party who initially provided the Confidential Information, be returned to that Party, destroyed, or held and maintained subject to the terms of this Article Six, provided that a Party or Permitted Disclosee is not obligated to return or destroy any Confidential Information contained in its archive computer back-up system and, provided further, that a Party may retain copies of Confidential Information to the extent that retention is required by Applicable Law.
- (d) Nothing in this Article Seven is intended to waive any attorney-client, work-product or other privilege applicable to any statement, document, communication, or other material of any Party.
- (e) The terms of this Article Seven shall be effective as of the Offer Submission Date and shall terminate two (2) calendar years thereafter, or earlier upon the mutual written consent of the Parties or as required by Applicable Law.
- (f) This Article Seven shall be interpreted, governed and construed under the laws of the State of Vermont (without giving effect to its conflict of laws provisions that could apply to the law of another jurisdiction) as if executed in and to be wholly performed within the State of Vermont.

- (g) If any provision of this Article Seven is unenforceable or invalid, it shall be given effect to the extent it may be enforceable or valid, and such enforceability or invalidity will not affect the enforceability or invalidity of any other provision of this Article Six.

---

\*\*\* *End of ARTICLE SEVEN* \*\*