



## **REQUEST FOR PROPOSALS**

for

**Renewable Energy from Solar Generating Facilities in  
Green Mountain Power's Service Territory to benefit  
Low- and Moderate-Income Customers**

---

***RFP Participant Instructions***

***December 6, 2022***

## TABLE OF CONTENTS

<b>ARTICLE ONE. GENERAL INFORMATION.....</b>	<b>1</b>
1.01 Introduction.....	1
<b>ARTICLE TWO. ELIGIBILITY REQUIREMENTS.....</b>	<b>2</b>
2.01 Energy Resource Type and Eligibility.....	2
2.02 Generating Facility.....	2
2.03 Term.....	2
2.04 Interconnection; Delivery Point.....	2
2.05 Siting Requirements and Preferred site features .....	2
<b>ARTICLE THREE. RFP SCHEDULE.....</b>	<b>3</b>
3.01 RFP Schedule.....	3
<b>ARTICLE FOUR. OFFER SUBMISSION AND EVALUATION.....</b>	<b>3</b>
4.01 Submission of Offer(s).....	3
4.02 Low- and Moderate-Income Benefits.....	4
4.03 Evaluation and Selection of Offers.....	4
4.04 Preparation of PPA, Submission to PUC, and Execution of Final PPAs. ...	5
<b>ARTICLE FIVE. WAIVERS AND RESERVATION OF RIGHTS;     REPRESENTATIONS, WARRANTIES AND COVENANTS.....</b>	<b>6</b>
5.01 GMP's Rights. ....	6
5.02 GMP's Acceptance of Offers.....	6
5.03 Expenses in Event of RFP Termination by GMP. ....	6
5.04 Offeror's Representations, Warranties and Covenants.....	6
<b>ARTICLE SIX. CONFIDENTIALITY.....</b>	<b>8</b>
6.01 Treatment of Confidential Information.....	8
6.02 Permitted Disclosures. ....	8
6.03 Miscellaneous. ....	9
<b>ATTACHMENT A. GUIDELINES FOR COMPLETING RFP SUPPORTING DOCUMENTS</b>	

**ELIGIBILITY TO SUBMIT AN OFFER REQUIRES AN APPLICANT TO MEET ALL OF THE FOLLOWING CRITERIA:**

- A. A Generating Facility with a capacity not less than 1 MWac and not greater than 4.9 MWac.
- B. Products from a solar photovoltaic facility that has not achieved commercial operation and has no other Product sales commitment or agreements.
- C. Location of interconnection within the service territory of Green Mountain Power (“GMP”).
- D. Site control according to VT PUC Rule 5.500 criteria.
- E. Expected Commercial operation by December 31, 2025 and/or within six (6) months of Vermont Public Utility Commission (“PUC”) approval.
- F.

**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:

Green Mountain Power  
163 Acorn Lane  
Attn: Chris Cole, Director of Market Operations  
(802) 488-0723

Email address for all correspondence: [RFP@greenmountainpower.com](mailto:RFP@greenmountainpower.com)

**RFP documents and notices:**

Information (RFP notices and documents) is posted on the GMP website.

## ARTICLE ONE. GENERAL INFORMATION.

### 1.01 Introduction.

Green Mountain Power (“GMP”) is soliciting offers (each, an “Offer”, and collectively, the “Offers”) from owners of eligible solar photovoltaic Generating Facilities to supply the Product<sup>1</sup> in accordance with these RFP Participant Instructions (“RFP Instructions”) and the Solar Project Power Purchase and Sale Agreement (“PPA”), the forms of which are posted on the RFP website.

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 PPA, and (ii) references to any “Article”, “Section” or “Appendix” corresponds to the Article, Section or Appendix of these RFP Instructions.

GMP’s goal is to procure the output from new solar photovoltaic Generating Facilities in the GMP service territory using a standard PPA with a 20 or 25-year term. The Generating Facilities will be in the range of 1 to 4.9 MW ac.

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* \*\*\*

---

<sup>1</sup> “Product” means (i) all solar photovoltaic Energy produced by the Generating Facility, net of Station Use, and (ii) all Environmental Attributes, any Capacity Attributes, and Other Products Related to Electrical Generation (as each additional term is defined in the PPAs).

## **ARTICLE TWO. ELIGIBILITY REQUIREMENTS.**

### 2.01 Energy Resource Type and Eligibility.

GMP will consider all timely Offers submitted pursuant to these RFP Instructions from any Offeror that proposes to sell the Product to GMP from a Generating Facility.

### 2.02 Generating Facility.

The Generating Facility must meet all of the following criteria:

- (a) The Generating Facility must be a photovoltaic electric energy generating facility.
- (b) The Generating Facility is interconnecting with GMP's electrical system.
- (c) The Generating Facility must have a Gross Power Rating of no less than 1 MWac and no more than 4.9 MWac.

### 2.03 Term.

The expected Term of any final PPA will be between twenty (20) and twenty-five (25) years. The Generating Facility must be scheduled to commence operation on the Commercial Operation Date, pursuant to the terms of the Agreement, which must occur within 6 months of PUC final approval, subject to limited extension if Seller can successfully demonstrate that the delay not caused by any inaction of the Seller.

### 2.04 Interconnection; Delivery Point.

All Generating Facilities must be interconnected to GMP's electric system. The Delivery Point for a Generating Facility shall be the point where GMP's distribution system connects with the Seller's Facility, specifically the load side connection of existing GMP facilities, to allow the Seller's generation equipment to operate interconnected in parallel with the GMP electric system.

### 2.05 Preferred site features.

GMP will consider the extent to which a project can demonstrate features which are beneficial to the GMP electric system. Benefits could include reduced system losses, the potential to avoid future transmission and distribution investment, and local reliability improvement. Projects are encouraged to describe unique features and include a description of any other advantageous site characteristics (for example the potential for GMP to locate future battery storage at the site). To the extent that these features or the potential for GMP to own the Generating Facility at some future date require additional cost, this should be clearly described in the Offer.

---

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

**ARTICLE THREE. RFP SCHEDULE.**

3.01 RFP Schedule.

<i>Date</i>	<i>Event</i>
<b>Tuesday, December 6, 2022</b>	GMP posts RFP, Standard-form Solar PPA and other RFP materials on the GMP website.
<b>Thursday, January 26, 2023</b>	Deadline to submit Offers and required site documentation.
<b>Wednesday, March 1, 2023</b>	Deadline for GMP to notify each Offeror regarding the selection status of each Offer.
<b>Friday, June 30, 2023</b>	Submission of Project permit application under VT Section 248 to PUC (45-day notice requirement).

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

**ARTICLE FOUR. OFFER SUBMISSION AND EVALUATION.**

4.01 Submission of Offer(s).

Each complete Offer, conforming to these RFP Instructions, must be submitted via email by 12:00 pm (noon) Eastern Prevailing Time on January 26, 2023. GMP will not accept Offers submitted after this deadline. GMP will only consider submissions that, as of the submittal deadline, constitute complete and conforming Offers.

An Offeror can submit a single or multiple Offers. Offers can be mutually inclusive of each other (i.e., in order to take a single Offer, GMP must accept all Offers within a mutually inclusive set), or mutually exclusive of each other (i.e., a group of Offers where GMP may select one from the set; common when submitting multiple Offers from a single Generating Facility).

**In order to have a complete and conforming Offer, an Offeror must complete and submit all items outlined in Attachment A, compiled and presented with a cover letter highlighting any additional unique**

**features Offeror would like GMP to take into consideration during the evaluation.**

4.02 Low and Moderate Income Benefits.

Offerors should include detail on any specific benefits of their proposal as it relates to Low and Moderate Income (“LMI”) communities. Details could include:

- Beneficial location in a low-income community where either (A) the poverty rate is at least 20 percent, or (B) the median family income for the tract is less than 80 percent of the statewide median family income.
- Creation or retention of permanent jobs for LMI persons
- Eligibility for non-utility funded grant or tax incentives (such as bonus investment tax credits under the Inflation Reduction Act of 2022).

For the purpose of evaluation each Offer should describe potential LMI benefits or discounts assuming favorable determinations of future program or tax credit applications. GMP expects to support awarded projects in the final determination of eligibility for grants or bonus investment tax credits (as applicable) for the benefit of Low and Moderate Income provisions.

4.03 Evaluation and Selection of Offers.

In order to be eligible for selection, GMP will screen conforming Offers against the following criteria:

- Site control as currently defined in Rule 5.500 (see link below).
- An expected Commercial Operation Date on or before December 31, 2025.
- Demonstrated application of available tax credits and/or non-ratepayer program funding specifically for the benefit of low- and moderate-income Vermonters.
- Site is electrically within GMP’s service territory in an acceptable location and the interconnection and permitting requirements are understood, noting that offers will be weighted based on their location in reference to the VELCO Long Range Plan (see below).
- How the project may incorporate the provisions of the Justice40 initiative for community engagement to show benefits to disadvantaged communities.
- A community outreach plan or demonstration of public support and confirmation the proposed project is consistent with filed local or regional energy plans (see link below).

- Evidence of financial viability and development experience including specific experience in Vermont.
- Generating Facility is a photovoltaic electric energy generating facility, not less than 1 MWac and not greater than 4.9 MWac

GMP will rank conforming Offers based on a number of additional criteria including but not limited to cost, community support, project development maturity and experience, and other preferred siting features.

4.04 Preparation of PPA, Submission to PUC, and Execution of Final PPA.

At the time of selection, a selected Offeror will receive from GMP a draft PPA (template posted on the GMP website) for each selected Offer filled in with the Project and Offeror information. Offerors should carefully review the populated PPA for any errors.

By June 30, 2023 GMP expects to submit a copy of the final Agreement to the PUC under the requirement of Rule 5.200 and in support of the Project's required permit application to the PUC. After 90 days, GMP will execute final PPAs and return one (or more, at Offeror's discretion) fully executed PPA to Offeror.

---

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



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

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

5.01 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.

5.02 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 a PPA and, if appropriate, related collateral and other required agreements.

5.03 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.

5.04 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 forms listed in Section 4 and Appendix A, which are posted 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 and to enter into Agreement with GMP;
  - (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 Six 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 FIVE \*\*\*

## **ARTICLE SIX. CONFIDENTIALITY.**

### **6.01 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 Six 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

### **6.02 Permitted Disclosures.**

Subject to the limitations set forth in Section 6.01, 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 a PPA.

Notwithstanding anything to the contrary set forth herein, the obligations set forth in this Article Six 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.

6.03 Miscellaneous.

- (a) The Parties agree that irreparable damage would occur if the terms and conditions set forth in this Article Six 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 PSB 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 Six 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 Six 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 Six 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 Six 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 SIX \*\**

**ATTACHMENT A**  
**GUIDELINES FOR COMPLETING SUPPORTING DOCUMENTS**

In order to submit a complete and conforming Offer each Offeror is required to submit supporting documents as well as documents required for evaluation of Offers. Please use the following guide when completing your offer to ensure the information provided with your Offer is complete, sufficient, and conforming. These guidelines should be used as a reference, but additional information may be requested or required.

**Information Required for Evaluation of Offers:**

<b>Generating Facility interconnection status</b>	<p>Acceptable documents include:</p> <ul style="list-style-type: none"> <li>• Interconnection Agreement</li> <li>• A completed Interconnection Application</li> <li>• Documentation demonstrating that the project will satisfy the requirement that the Interconnection Application will be complete within 30 days of the Offer Submission Date.</li> </ul>
<b>Offer and evidence of financial viability of offer</b>	<p>Statement indicating the Offer Price and any other relevant pricing terms. Offerors are required to demonstrate the financial viability of their proposed project and specifically include information pertaining to corporate structure, a description of the financing plan for the project (including construction and term financing), and the role of the federal Investment Tax Credit (or other incentives) on the viability of the project.</p>
<b>Permit approval plan of project</b>	<p>Provide the anticipated timeline for seeking and receiving a Vermont Section 248 permit approval, using the execution date of the PPA as the starting point, if applicable. Include a project approval assessment which describes, in narrative form, each segment of the process, the required permit or approval, and the basis for projection of success by the milestone date.</p> <p>Provide documentation identifying the level of public support for the project including letters from public officials, newspaper articles, etc. If the Offeror or project sponsor has not yet initiated community outreach for the project, please provide a plan for community outreach activities.</p>
<b>Generation Output Profile</b>	<p>A Generation Profile will include the following information:</p> <ul style="list-style-type: none"> <li>• Anticipated generation by hour and month (identified for at least a one-year period) and any trends in generation capability over time (i.e. annual decline rate of expected output).</li> <li>• Each hour of every day has a unique value, and does not display average or aggregated data to represent all hours in a month or day.</li> <li>• None of the values exceed contract capacity, as provided in the Offer.</li> <li>• The shape of the Generation Profile resembles a typical shape for the selected technology (e.g. solar PV fixed tilt vs. tracker).</li> <li>• The methodology used to generate the projected generation is described.</li> </ul>

	Use of “PV Watts,” a solar PV generation estimation tool developed by the National Renewable Energy Laboratory (NREL) is acceptable, with sufficient explanation of chosen inputs to the calculator.
<b>Evidence of Site Control</b>	Copy of title or lease interest as described in PUC Rule 5.500
<b>Development Experience Letter</b>	A description of the qualifications of the Offeror including recent relevant photovoltaic project development experience demonstrating Offeror has at least one member of the development team that has completed at least one project of similar technology and capacity to the Offer.

\*\*\* End of ATTACHMENT A \*\*\*