



REQUEST FOR PROPOSALS

for

Rochester Resiliency Zone Pilot

RFP Participant Instructions

September 20, 2021

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A VALID OFFER REQUIRES AN APPLICANT TO MEET ALL OF THE FOLLOWING CRITERIA:

- A. The generation facility should have a delivered electrical capacity of up to 1 MW.
- B. The storage facility should have a delivered electrical power and energy of no less than 1 MW/4 MWH respectively.
- C. The storage facility should have microgrid capabilities and can intentionally island a portion of the distribution circuit during system outages.
- D. Completed Project Description, Contractor Safety Agreement and Certificate of Insurance Requirements.
- E. A target commercial operation date no later than December 2022 (with some allowance for permitting or interconnection delay).

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: Sarah Ludwin-Peery
Solar Energy Innovation Fellow

Email address for all correspondence: RFP@greenmountainpower.com

RFP documents and notices:

Information (RFP notice 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 contractors and developers of renewable generating facilities and energy storage facilities who can develop facilities for inclusion in a microgrid (“Product”) in accordance with these RFP Participant Instructions (“RFP Instructions”).

Climate change has already led to an increase in the frequency and severity of storms in GMP’s service territory, and those impacts are only expected to intensify in the future, leading to increased costs and decreased reliability for customers if not addressed. GMP’s Climate Plan provides a framework for targeted initiatives beyond our consistent reliability work to prepare for and proactively respond to the significant impacts severe storms are having on GMP’s customers due to climate change. Building on our experience implementing a cutting-edge [microgrid in Panton, Vermont](#), GMP will pilot a Resiliency Zone in the town of Rochester, Vermont.

The RFP seeks proposals incorporating renewable generation facilities and energy storage facilities with the microgrid capabilities to island downtown Rochester along Route 100. The overarching goal of this procurement is to leverage renewable generation, battery storage, and other innovations to create a microgrid that prevents outages and helps the community bounce back more quickly if outages do occur. These facilities developed under this RFP will also be used to provide peak reduction and other grid and market benefits.

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

The purpose of these RFP Instructions is to:

- (a) Describe 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 any Confidential Information;
- (b) Provide the time-frame of the RFP;
- (c) Describe the criteria GMP expects to use to evaluate the value provided by each Offer; and
- (d) Document the rights that GMP reserves for itself in the RFP.

*** End of ARTICLE ONE ***

ARTICLE TWO. ELIGIBILITY REQUIREMENTS.

1.02 Location requirements

All facilities must be located within the designated Resiliency Zone area as shown in **Attachment A**. The Resiliency Zone is fed by GMP's RO-G62 circuit, which in turn is fed by GMP's Rochester Substation.

Eligible Resource Types.

GMP will consider all timely Offers submitted pursuant to these RFP Instructions from any Offeror that proposes to develop distributed energy resources within the Resiliency Zone ("Project" or "Facilities") that meet the following general criteria;

- A) Renewable generation:** any renewable generation facility that may be located in the downtown Rochester microgrid area that may include but is not limited to a +/- 150kW class solar project on a 1.98 acre lot located behind the former Rochester High School identified in **Attachment B**. **Storage facilities:** standalone or collocated battery energy storage system (BESS) located in the downtown Rochester microgrid area capable of receiving electric energy from the grid or collocated generation and storing it for later injection of electric energy back to the GMP distribution system. The BESS should be sized with a minimum of 4-hour energy capacity, and a minimum power rating of 1MW..

- B) Communications and microgrid controls:** The storage and generation facility shall be equipped with necessary communications and control equipment that can be integrated with GMP's SCADA communications. The storage and generation facility must have a microgrid or an "island ready" capability where it can create a safe, reliable, and stable temporarily islanded sub-system utilizing only the inverter based resources (solar and battery storage). Necessary protection and control systems located on the high voltage distribution system shall be provided by GMP.

Proposed resources must meet all other technical and business requirements set forth in this RFP and those in any applicable company or regulatory rules and tariffs. The proposed resources must also meet the GMP interconnection requirements appropriate to such resources.

1.03 Minimum Resource Characteristics

The Facilities must also meet the following criteria:

- (a) The Facility must conform to GMP interconnection requirements and adhere to all local, state, and federal permitting requirements.

- (b) The Storage facility shall have a guaranteed energy retention rate of no less 60% of its rated energy capacity at year 10 (or for the length of the term), with up to 365 cycles¹ equivalent throughput per year.

1.04 Operation and Maintenance

All equipment provided for the project shall be maintained for the length of the term by the offeror.

1.05 Term

The expected Term will be for twenty (20) years. Projects offering Terms outside of this range will be evaluated on a case-by-case basis and may be subject to contract requirements beyond those described herein. A Facility should be able to achieve Operation on the Commercial Operation Date, pursuant to the terms of the Agreement, which should occur no later than July, 2023, subject to a one-time, six-month extension if Seller can successfully demonstrate forward progress on construction.

2.07 Preferred site features and project flexibility.

GMP will consider the extent to which a Project can demonstrate unique features which are beneficial to the GMP electric system and town of Rochester. Projects are encouraged to describe unique features relative to Project design or technology and include a description of any other potentially advantageous characteristics.

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

¹ One (1) cycle is equivalent to a full discharge of its rated energy capacity.

ARTICLE THREE. RFP SCHEDULE.

1.06 RFP Schedule.

<i>Date</i>	<i>Event</i>
Monday, September 20, 2021	GMP posts RFP Instructions and other RFP materials on the GMP website.
Friday, October 1, 2021	Initial indication of intent to Offer (non-binding).
Friday, October 15, 2021	Question and Answer submission deadline (Answers will be posted within 2 weeks)
Friday, November 12, 2021	Deadline to submit Offers and required documentation including information necessary to populate a draft form of Agreement.
Friday, December 3, 2021	Deadline for GMP to notify each Offeror regarding the selection status of each Offer.
Friday, December 17, 2021	Deadline for selected Offerors to submit draft Interconnection Applications

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

ARTICLE FOUR. OFFER SUBMISSION AND EVALUATION.

1.07 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 November 12, 2021. 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. A separate and complete submission is required for each Offer. Each Offer must be complete as a standalone submission and not reference information contained in other Offers.

1.08 Multiple 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).

1.09 Evaluation and Selection of Offers.

In order to have a complete and conforming Offer, an Offeror must complete and submit all items outlined in **Attachment B**, compiled and presented with a cover letter highlighting any additional unique features Offeror would like GMP to take into consideration during the evaluation.

GMP will rank conforming Offers based on a number of criteria including quantitative and qualitative factors not limited to cost, project flexibility, project development maturity, and any preferred site features.

1.10 Preparation of Final Agreement Following Initial Award.

Following initial selection and/or indication of interest, successful Offerors will receive a draft purchase and sale Agreement adapted for the particular technology and project characteristics of each selected Offer. By December 17, 2021 GMP will expect Offerors to achieve a final negotiated Agreement and complete and submit an Interconnection Application (as required).

*** *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:

1.11 GMP's Rights.

GMP reserves the right to modify any dates and terms specified in these RFP Instructions, at 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.

1.12 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 final Agreement and, if appropriate, related collateral and other required documentation.

1.13 Expenses Incurred to Participate in the RFP

Each participant will be solely responsible for expenses it incurs as a result of its participation in the RFP.

1.14 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 entireties 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, at 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.

(b) 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.

1.02 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

1.03 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.

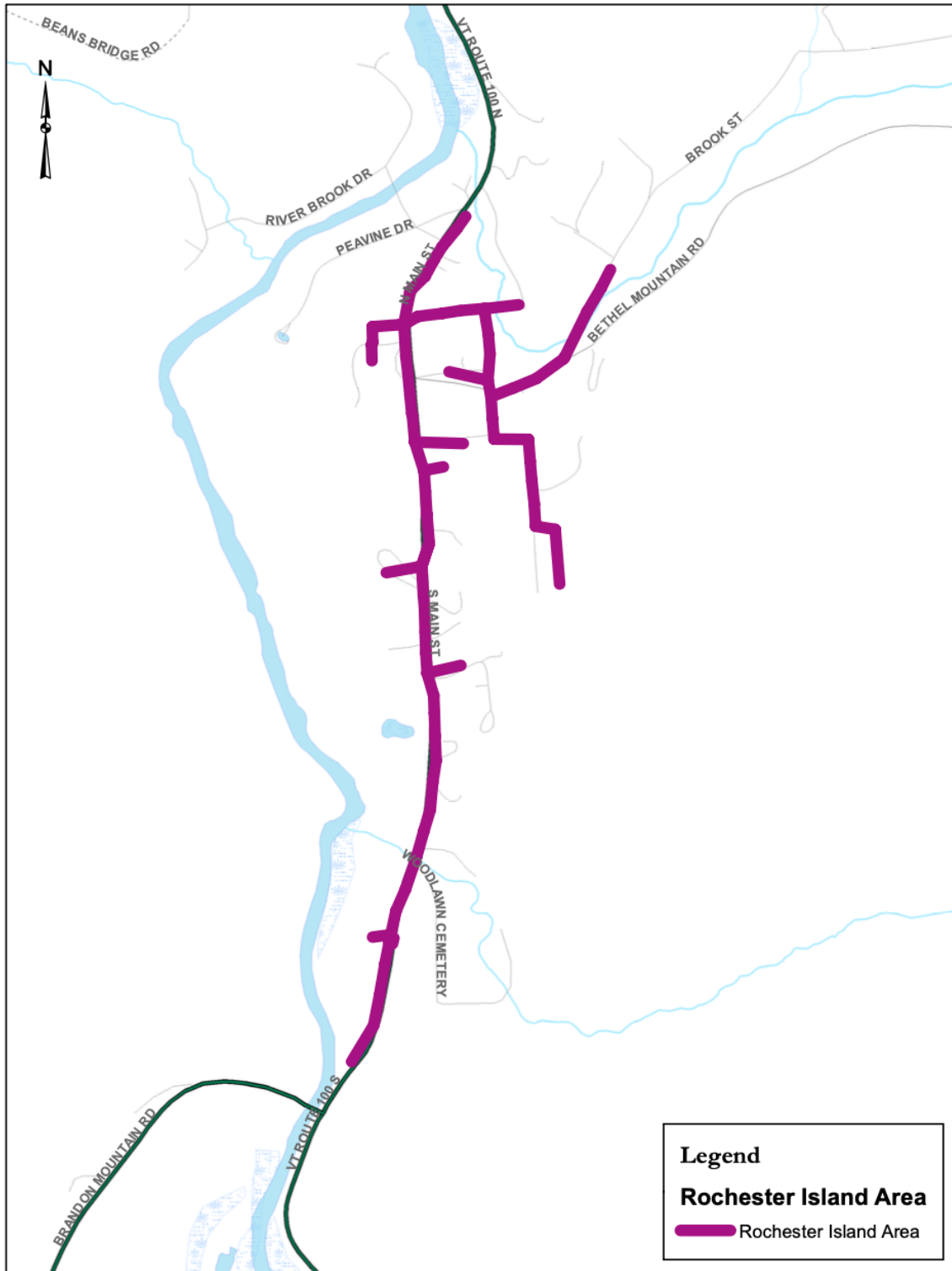
1.04 Miscellaneous.

- (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 Vermont 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 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 law 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



Rochester Island Area will extend along Route 100 From Peavine Drive to the Rochester Wellhouse Pump just before Brandon Mountain Road.

ATTACHMENT B

Potential location of solar:



ATTACHMENT B GUIDELINES FOR COMPLETING SUPPORTING DOCUMENTS

In order to submit a complete and conforming Offer each Offeror is required to submit supporting documents, including 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:

Generating facility interconnection plan	Acceptable documents include: <ul style="list-style-type: none"> • A completed draft Interconnection Application (if required) • Documentation demonstrating that the project will satisfy the requirement that the Interconnection Application will be completed within 30 days of and initial award.
Offer price, evidence of financial viability, and performance guarantees if any	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 Tax Credits or other incentives, if any, in ensuring the viability of the project. Offers must specify if they plan to rely on revenues outside of the GMP Agreement. Offeror shall also state if there are any performance guarantees and the structure of such.
Permit approval plan	Provide the anticipated timeline for seeking and receiving a Vermont Section 248 permit approval (if required) or other required permits.
Electrical profile & site operating characteristics	A completed Electrical Output Profile will include the following minimum information: <ul style="list-style-type: none"> - methodology used to generate the projected generation as described. - availability estimate and maintenance requirements. - seasonal or temperature based operating features and limits. - warranties and approach to maintaining availability and meeting performance requirements <u>Energy storage systems must also provide:</u> <ul style="list-style-type: none"> - design characteristics (e.g., equipment, configuration) - storage system performance characteristics (e.g. roundtrip efficiency, guaranteed availability, guaranteed capacity by year, maximum and minimum state of charge, and expected degradation rates.)
Contractor Safety Agreement and Certificate of Insurance Requirements	A Contractor Safety Agreement and Certificate of Insurance Requirements to be completed for each Offer have been posted on the RFP website.
Development experience letter	A description of the qualifications of the Offeror including recent relevant 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.
Consent for Release of Interconnection Related Information	A consent for Release of Interconnection Related Information form has been posted on the RFP website.

