



GOVERNMENT OF PUERTO RICO  
Puerto Rico Industrial Development Company

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**REQUEST FOR PROPOSALS  
PILOT PROJECT**

**JAYUYDA INDUSTRIAL SITE  
MICROGRID SOLUTIONS  
IN PUERTO RICO**

**RFP FY2018-2019 - 003**

Issued by:

**Puerto Rico Industrial Development Company**

Date Issued:

**July 8, 2018**

Proposals Due Date for Respondents:

**August 24, 2018 at 4:30 p.m. AST**



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## **1.0 Purpose and Intent**

The Puerto Rico Industrial Development Company (PRIDCO) was created by Law No. 188 of May 11, 1942, as amended, as a public corporation owned by the Government of Puerto Rico dedicated to promote Puerto Rico as an investment destination for companies and industries worldwide. Since its establishment in 1942, PRIDCO has been a catalyst for Puerto Rico's economic development, leading the transformation from a traditional industrial economy to knowledge-based economy. PRIDCO's mission is to foster economic development by attracting investment and the creation of jobs within the manufacturing industry on various sectors such as life sciences, information technology, aerospace and export services, among others.

In 2017, Hurricanes Irma and María caused significant damage to the Puerto Rico Electric Power Authority (PREPA) power generation and transmission system, resulting in extended power outages stemming from a combination of the extreme weather and vulnerable electric infrastructure. Energy deliverability via the bulk electric system has not met standard performance expectations, and the many industries operating in Puerto Rico have suffered losses—as have stakeholders and supply chains, sometimes at a national scale.

In order to ensure the continuity of industrial operations for PRIDCO's clients, PRIDCO, advised by the U.S. Department of Energy (DOE), issues this Request for Proposals (the "RFP") to solicit qualified firms with experience in microgrids, and energy generation and distribution, interested in financing, developing, designing, constructing, operating and managing a microgrid solution (the "Project") through innovative approaches to improve energy assurance and resiliency (collectively referred to as energy security) at Puerto Rico industrial sites. Projects may be undertaken as a pilot initiative to assess, demonstrate, and validate the value of integrating several businesses within a single microgrid. Microgrid solutions are sought to integrate electric energy generation and storage systems to improve the power quality, energy resiliency and operational continuity of Puerto Rico businesses.

Award of the RFP will be to the Proponent(s) whose Proposal(s), conforming to this RFP, is most advantageous to PRIDCO and its clients. Financial terms and other factors further described herein will also be considered. The services requested herein will be rendered under a contract with PRIDCO.

## **1.1 Contract Term**

The term of the contract that will be executed at the end of this RFP process, will be subject to the terms and conditions agreed between PRIDCO and the Selected Proponent(s) but shall not exceed 10 years. PRIDCO reserves the right to re-bid the contract should the Proponent breach the terms of the contract.

## 1.2 Proposal Submission

Proposals shall be submitted by August 24, 2018, on or before but no later than 4:30 p.m. Atlantic Standard Time (AST). Responses to the RFP submitted after the deadline will not be accepted. Proposals must include any exhibits, appendices and/or attachments to be deemed complete, and, consequently, duly submitted.

All correspondence, documents and related information submitted by Respondents in connection with this RFP shall be written in the English language. Where documents are provided in a language other than English, a complete English translation shall also be provided.

Respondents shall submit Proposals on a USB in searchable Adobe Acrobat PDF format and one hard copy to the following physical address to the attention of:

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Puerto Rico Industrial Development Corporation  
Deputy Executive Director Office  
**RFP FY2018-2019**  
Attention: Soraya Morón Vélez  
Email: [Industrialmicrogrid@pridco.pr.gov](mailto:Industrialmicrogrid@pridco.pr.gov)

Physical Address:  
355 F.D. Roosevelt Ave.  
Hato Rey, PR 00918

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Paper documents submitted in original should be in a binder and must be duly marked with the title of this RFP and duly signed by a representative of the Respondent authorized to make a legal and binding offer. All Respondents must submit a redacted copy of their Proposals, as required in Section 5.0 Confidentiality of Responses & Proprietary Information, as applicable.

## 1.3 Prohibited Communications, Non-Collusion and Rejections

Except for questions submitted by interested parties on or before the date indicated in Section 1.4 of this RFP, or as otherwise provided herein, including but not limited to Sections 4.0, 4.1 and 4.2, communications with other representatives of PRIDCO or the Government regarding any matter related to the content of this RFP are prohibited during the submission and selection processes. Failure to comply with these communications restrictions will result in rejection of the Proponent's Proposal.

Proponents will be required to execute a Non-Disclosure Agreement hereby included as Attachment C in order to prevent the disclosure of information from PRIDCO's and PRIDCO's tenant provided as part of this RFP.

Proponents will also be required to execute a Non-Collusive Affidavit hereby included as Attachment D.

PRIDCO and/or the Government reserve the right to reject all Proposals received in response to this RFP, when determined to be in the Government's best interest, and to waive minor noncompliance in a Proposal. PRIDCO and/or the Government further reserve the right to make such investigations as they deem necessary as to the qualifications or perceived conflicts of interest of all firms submitting Proposals in response to this RFP. The mere appearance of a conflict of interest shall constitute sufficient cause for the outright rejection of a Proposal(s). If any or all Proposals are rejected, PRIDCO and/or the Government reserve the right to re-solicit Proposals.

#### **1.4 Questions**

Any questions regarding this RFP or the evaluation of Proposals shall be submitted on or before July 20, 2018 in writing via electronic mail only to the following address: [Industrialmicrogrid@pridco.pr.gov](mailto:Industrialmicrogrid@pridco.pr.gov). No telephone inquiries will be accepted. Answers will be issued by close of business on August 3, 2018 and will be posted on PRIDCO's website at [www.pridco.com](http://www.pridco.com). All information posted on PRIDCO's website is deemed incorporated into this RFP.

#### **1.5 Local Participation**

PRIDCO encourages Respondents to engage local subcontractors, professionals and relevant service providers headquartered in Puerto Rico ("Local Parties") as Team Members and Key Individuals to the greatest extent possible (particularly with respect to design, construction, operations and maintenance and equity providers).

Proponents that will participate in the orientation meeting must consider attending with a professional engineer licensed in Puerto Rico.

Respondents are strongly encouraged as part of this RFP to provide a description of the current and/or anticipated business arrangements with Local Parties, and, in particular, Local Parties who are Team Members and Key Individuals for the Project, as applicable.

#### **1.6 RFP Timeline**

This RFP will consist of two (2) parts, with the initial phase open to all interested parties. For this phase, interested parties are required to submit a conceptual design and qualifications proposal as further described. A short list process will then take place to select the short list of proponents. The short-listed proponents will be provided additional information about the site and will be required to participate in site visit(s) and walk-through meeting(s). Proponents will then submit a full design proposal that will be evaluated to determine the Selected Proponent.

<b>Target Date</b>	<b>Event</b>
July 8, 2018	Publication of RFP
July 13, 2018	Orientation Meeting
July 13, 2018 to July 20, 2018	Q & A Period
August 3, 2018	Q & A Answers
August 24, 2018	Conceptual Design & Qualifications Proposal submission Deadline – 4:30PM
September 14, 2018	Selection of Short-listed Proponents
September 19, 2018	Short-listed proponents: Mandatory Site Visit and Walk-through
October 5, 2018	Proposal Submission Deadline – 4:30PM
October 19, 2018	Target Date for Selection

Please note that the RFP timeline includes target dates that may change. It is the responsibility of Respondents to periodically review PRIDCO’s website for regular updates to the RFP timeline and other important information.

### **1.7 Revisions to the RFP**

PRIDCO may issue addenda in the event it becomes necessary to revise any part of this RFP. Additionally, the questions and answers and any other pertinent information will be provided as addenda to the RFP.

### **1.8 Orientation Meeting and Due Diligence**

Prior to submitting a proposal, all parties interested in submitting a response to the RFP are invited to participate in an orientation meeting to be conducted on July 13, 2018 at 2:00 pm AST. The meeting will be held at the following address:

Puerto Rico Industrial Development Corporation  
 Conference Room 404 (El Teatrito)  
 355 F.D. Roosevelt Ave.  
 Hato Rey, PR 00918

Short-listed proponents shall attend a mandatory site visit and walk-through. Short-listed proponents shall make all the investigations and examinations necessary to ascertain the conditions and requirements that may affect rendering the services requested. Failure to take part in the site visit and walk-through meeting will automatically disqualify the Proponent without further evaluation. Failure to make such investigations and examinations shall not relieve Proponents from the obligation to fully comply with all such conditions and requirements, nor shall it be a basis, in the event a Proponent becomes the Selected Proponent, for any claim whatsoever for relief from compliance with any provision under the contract to be executed pursuant to this RFP.

## **1.9 No Obligation to Contract**

Issuance of this RFP does not constitute a commitment by PRIDCO or the Government to execute a contract.

## **1.10 Definitions/Acronyms**

**“Applicable Law”** means any law, statute, ordinance, code, rule, or regulation, federal or local, as well as any order, writ, injunction, decree, ruling, determination, award, permit or variance of any federal or local governmental body, in effect now or as it may become applicable in the future, or any binding agreement with any federal or local governmental body, including technical standards, codes and specifications.

**“Bidder”, “Proponent” or “Respondent”** means a(n) (i) natural person, (ii) legal person, (iii) joint venture, or (iv) partnership, or (v) consortium of individuals, and/or partnerships, and/or companies or other entities that submit a response to this RFP that is not currently debarred.

**“Evaluation Committee”** refers to a committee designated by PRIDCO, which will evaluate all complete Proposals pursuant to the criteria listed in Section 3.0 of this RFP.

**“Government”** refers to the Government of Puerto Rico, or any Government Entity and/or municipalities.

**“Government Entity”** refers to any department, agency, board, commission, body, bureau, office, public corporation or instrumentality of the Executive Branch, whether existing or to be created in the future.

**“Key Individuals”** means an individual who will play an important role in the engagement or contract on behalf of a Team Member resulting from this RFP.

**“Local Parties”** means local subcontractors or professionals (including architects and consulting engineers) and relevant service providers who are based in or have a significant on-going business presence in Puerto Rico.

“**Microgrid Rules**” means Regulation Number 9028, known as Regulation on Microgrid Development issued by the Puerto Rico Energy Commission.

“**Proposal**” means a formal offer submitted in response to this RFP.

“**Public Interest**” means any government action directed to protecting and benefiting citizens at large, whereby essential goods and services are provided for the welfare of the population.

“**RFP**” means this Request for Proposals and addenda issued by PRIDCO.

“**Selected Proponent**” means the successful proponent to whom the RFP is awarded.

“**Team Member**” means a member of a Respondent. Team Members should be identified in Respondents’ submissions and not be changed without the consent of PRIDCO.

## 2.0 Scope of Services

PRIDCO hereby requests proposals from experienced and qualified microgrid firms or companies to design and draft microgrid proposals for the industrial site located in Jayuya, Puerto Rico. A description of the site, and related information, including a load profiles, is included as Attachment A.

Microgrid solutions are ideal for off-grid or weak grid environments that are not sufficiently serviced or whose costs are unreasonable. Puerto Rico in particular is heavily dependent on diesel and other distillates for power generation, making electricity costs extremely high and volatile for industry and commerce. Proposed microgrid solutions will be evaluated on their ability to provide improved energy security and performance, as a function of costs and innovation, relative to the pre-existing energy supply capabilities and arrangements.

Proponents will be expected to provide affordable and reliable electricity to the referenced PRIDCO’s industrial park, through a microgrid system solution, to enhance the quality and value of the electrical services being provided and to help unlock its economic potential.

The Project entails the following: (i) generation and distribution of electric power; (ii) provision of emergency backup system and disaster recovery and/or service continuity procedures in case of system failure; (iii) construction of necessary infrastructure meeting code requirements, and to satisfy the performance measures and/or industry standards; and (iv) maintenance of all buildings, installations facilities, equipment, easements, property, services and/or other tangible property required for the Project.

Proponents shall submit a conceptual design and operational model for the proposed microgrid system, including (i) a hybrid system design; (ii) layout plan; and (iii) schematic electrical one-line diagram. Proponents shall also submit its qualifications and financing options. Respondent

shall describe the overall concept and vision for the Project, including how the Project will comply with the RFP requirements.

The final design and final operational modeling will be based on an industrial park site visit and walk-through meeting with PRIDCO personnel, in accordance with Section 3.0 of this RFP.

Proposed microgrid solutions will need to consider the following:

- **Complete Independence:** It will be imperative that the microgrid solutions provide innovative approaches to the selected site and should be capable of supporting indefinite “island-mode” operation, meeting full energy demand at all points of the year. The systems solution shall combine renewable sources with storage systems/technology, and a backup generation source. Proponents shall provide two solutions in connection with the combination of renewables sources: one using as a reference and basis the Microgrid Rules (“Solution No. 1”), and a second solution not limited by the Microgrid Rules that maximize the combination, using the best and most efficient scenario with renewables in the combination, which shall include a minimum of 15% of renewable sources (“Solution No. 2”). Fossil fuel generation technology without some material percentage of renewable generation will not be considered.
- **Flexibility:** Due to the nature of changing business operations or change of tenants, microgrid solutions will need to consider future load profiles that may change in scale and shape. The degree of flexibility needed must be taken into consideration during the site visits and the final design and operational model.
- **Business/Operations models:** A full operational model including operation and maintenance must be included in the proposed microgrid solution, as PRIDCO will not operate and maintain the microgrid system(s).
- **Rate/Financing options:** Respondent shall submit a Schedule of Rates and Charges in the Proposal. For Solution No. 2, the rate per kilowatt-hour shall not exceed \$0.16. Respondents shall set rates and charges sufficient to provide for the payment of its operation and maintenance, emergency repair reserves, and debts service. The Proponent must provide different financing options available to fund the proposed microgrid project. Points will be awarded during short list selection for those Respondents who have the financial capacity to invest in the project, without needing third-party debt financing or other solution. The term of said microgrid solution repayment, along with the rate per kilowatt-hour, will be taken into consideration when evaluating and awarding points to the proposed solutions. The lower the term and the fixed rate, the higher the points award.

### **3.0 Site Visit and Proposed Microgrid Solution for Short-Listed Proponents**

Short-listed proponents must attend a mandatory site visit and walk-through meeting that is expected to take place on September 19, 2018. Proponents will be given access to walk-through

the industrial park facility for gathering information and assessing microgrid potential.

Final proposals from any short-listed Proponents that did not attend a site visit and walk-through meeting and/or did not sign-in at the meeting will not be considered by PRIDCO. Proponents must become fully familiar with the conditions of the site and the character of the operations required as part of the microgrid project. Proponents must fully understand the facilities, technical difficulties, and restrictions that may affect the execution of the proposed microgrid solution and take those conditions into consideration during project conceptualization and design.

For the final proposal, proponents shall provide the following information, along with the proposed microgrid solutions:

- One-line Diagram;
- Logic Diagram;
- Layout Diagram;
- Sequence of Operations Plan;
- Economic Analysis and Proforma;
- Communication Diagram;
- Capital Budget Narrative and Operational Budget Narrative;
- Load/Gen Profile Graph;
- Gantt Chart of the project plan and schedule
- Distribution and resource generation implementation plan; and
- Operation and Maintenance Plan.

The Proponent must be thoroughly familiar with the terms, instructions, and specifications included in this RFP, and any other information necessary to interpret this RFP and submit a responsive proposal.

Proponents shall compile information from historical energy consumption and the utility accounts for the facilities in the proposed microgrid, and submit:

- Preliminary design, engineering, integration, installation and operation plans for physical generation and microgrid components;
- Present a financial analysis and feasibility study for microgrid project development and financing at the selected site;
- Propose a microgrid project. Innovative ideas and solutions will be awarded higher scores. Respondents shall describe their proposed generation mix. The integration of renewables, along with battery solutions is desired, where applicable. For Solution No. 1, PRIDCO will award higher points to Proposals presenting higher percentages of renewable based generation as compared to Proposals complying with the minimum percentage of renewable generation required by the Microgrid Rules. Fossil fuel generation technology without some material percentage of renewable

generation will not be considered. Microgrid solutions to be proposed must take into consideration the operation of tenant-owned back up generation systems currently in place and that no modification to the delivery point location is expected.

- Proponents shall manage and assume risk for the development and operation of the facility;
- Proponents shall state any restrictions or other requirements on the ability of tenants to own distributed generation systems and interconnect with the distribution system; and
- Proponents shall manage and balance loads and resources with automated demand response.

#### **4.0 Evaluation and Selection**

PRIDCO will examine all Proposals in a proper and timely manner to determine if they meet the proposal submission requirements. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of PRIDCO, may be rejected.

Each Proposal meeting all submission requirements will be independently evaluated by the Evaluation Committee, which will assign a score for each evaluation criterion up to the maximum points allowed.

PRIDCO may request further clarification to assist the Evaluation Committee in gaining additional understanding of a Proposal. A response to a clarification request must be to clarify or explain portions of a Proposal already submitted and may not contain new information not included in the original Proposal.

Fully responsive Proposals including the conceptual design and operational model for the proposed microgrid system, qualifications and financing options will be preliminarily scored for a short list selection, pursuant to the evaluation criterion described in Attachment B.

After the short list selection is completed, PRIDCO will invite the Short-listed Proponents to attend to a mandatory site visit and walk-through, where further information about the tenant(s) will be obtained for the preparation of the final design and final operational modeling. Refer to Section 3.0 of the RFP for the content of the documents to be provided during the second phase of this RFP.

#### **Final Evaluation and Selection:**

The final scored will be based upon the criteria listed below:

#### **Technical, Operational, and Financial Capabilities (Experience) (30 points)**

Respondents' experience will be evaluated from a technical and operational perspective. In

addition, the Evaluation Committee will evaluate the Respondent's financial capacity to invest in a project of this type or the proposed financing options.

In terms of technical, operational, and financial capabilities, the following criteria will be taken into consideration:

1. **Effectiveness.** Respondent's technical Proposal complies with all RFP requests for substantial and material information.
2. **Financial and Investment Capacity.** Respondent's financial capacity to carry out the Project based on the Respondent's financial statements, including the minimal amount of capital they are willing to commit to the project.
3. **Validated references.** PRIDCO will validate the performance of projects carried out by the Respondent for previous clients.
4. **Responsibility.** Whether the Respondent's technical Proposal complies with the technical specifications of the RFP, in order to determine Respondent's capacity, tenacity, and perseverance/trustworthiness in terms of completing the project.
5. **Relevant Experience/Past Performance.** Addresses Respondent's capacity based on three areas: i) observation of historical facts related to Respondent's working/professional experience; ii) qualitative judgment on the depth of the expertise and its relevance based on those observations; and iii) qualitative judgment of the Respondent's performance and achievement. Past performance and relevant experience will be evaluated with a focus on past or present efforts that are similar or relevant to this project.
6. **Meeting deadlines.** Performing the work within the time estimated for completion.

#### **Microgrid Solutions Proposal (40 points)**

1. **Innovation/Improvements.** Favorable consideration will be made to Respondents who present or offer improvement or innovation components in the project proposal, such as maximizing energy efficiency, using renewable energy sources, transferring knowledge in creative and strategic ways, minimizing the use of distillates and fossil fuels, reducing the environmental impact, and use of sustainability standards.
2. **Microgrid solutions.** Proposal must demonstrate improved power quality, energy resiliency and operational continuity for tenants.
3. **Required documentation.** PRIDCO will evaluate whether Proponent submit the required documents included in Section 3.0 above.
4. **Reliability.** There will be favorable considerations for the proposed microgrid solutions

that provide the most reliable options as a primary source of generation, as well as back-up.

5. **Operations.** The evaluation of the Proposal's viability will include the operational model proposed by the Proponent.
6. **Maintenance.** The evaluation will also take into consideration the maintenance of the proposed solutions, as well as its cost.

### **Proposal's Financial Offering (20 points)**

Respondent's financial offer to PRIDCO will be evaluated pursuant to this Section. Higher point scores will be awarded to the Proponent who offers the lowest fixed price per kilowatt-hour.

For Solution No. 1, PRIDCO will award higher points to Proposals presenting higher percentages of renewable based generation as compared to Proposals complying with the minimum percentage of renewable generation required by the Microgrid Rules. For Solution No. 2, the rate per kilowatt-hour shall not exceed \$0.16. Proposals with rates lower than this cap, will be awarded higher points.

Higher point scores will be awarded to the Proponent who offers the lowest contractual term for the repayment of the financial obligation.

### **Impact on Local Economic Development and Benefit to the Community (10 points)**

The impact on local economic development will be comparatively evaluated among the Proposals submitted. PRIDCO will award higher points to Proposals including higher participation of Local Parties as Team Members and Key Individuals (particularly with respect to design, construction, operations and maintenance and equity providers).

#### **4.1 Short-listed Interview**

PRIDCO reserves the right, at its sole discretion, to invite Short-listed proponents to attend to an interview with the Evaluation Committee. If PRIDCO elects to conduct the interview, each qualified Respondent will be required to give a 30-minute presentation. This presentation shall highlight Respondent's expertise and past similar projects provided for similar organizations. The presentation shall also clearly explain Respondent's approach and team composition. The Evaluation Committee may alter the scoring of Proposal based upon the interview and presentation. Respondents are responsible for all costs or expenses incurred to attend such interview.

#### **4.2 Direct Negotiations**

PRIDCO may select one or more Short-listed Proponents to be invited to one or more meetings

to start negotiations. The purpose of such meetings will be to clarify any doubts as to the requirements of the RFP and confirm that the terms of the contract are understood by the Short-listed Proponent to ensure compliance with the specifications. No statement made or action taken by PRIDCO during these discussions or negotiations shall bind PRIDCO in any manner. After each interview or meeting with any Short-listed Proponent, the Evaluation Committee may require the Short-listed Proponent to submit a written confirmation of any clarification of the Proposal discussed at the meeting.

PRIDCO will keep confidential all such discussions and negotiations. Prior to the award of the RFP, information related to a Proposal or its evaluation will not be discussed with anyone other than the Short-listed Proponent who submitted it and the personnel involved in the evaluation and selection process. Confidentiality warranties are subject to the conditions described in Section 5.0 below. The execution of a contract will be subject to final approval by PRIDCO's Board of Directors.

### **4.3 Selection**

Following completion of the evaluation process, the Evaluation Committee will choose the Selected Proponent. PRIDCO's decision is final. PRIDCO will notify the Selected Proponent and the parties will proceed to negotiate such written agreements as may be required and mutually acceptable (collectively, the "Definitive Agreements"), subject to compliance with all applicable laws and regulations.

Selected Proponent shall indemnify, hold harmless and release PRIDCO from and against any and all claims (i) related to any reclamation arising in connection with the Project; and (ii) arising under the construction of the generation and distribution system and during or resulting of tis management and operation. As such, Selected Proponent agrees to execute an indemnity agreement acceptable to PRIDCO as part of the Definitive Agreements.

#### **4.3.1 Changes to the Project after RFP Award**

If awarded, the Project shall be engineered, built and operated as closely as possible to the microgrid project designed in the Proposal. Only minor changes will be allowed and subject to PRIDCO's evaluation and acceptance. PRIDCO may choose to reject and cancel the award, should a Proponent make substantial changes to the proposed microgrid project, at PRIDCO's sole discretion. In said case, PRIDCO will notify the second place Proponent to execute its proposed microgrid solution;

- Minor changes may include, but are not limited to:
  - Equipment changes (without changing the proposed solution)
  - Power management system changes (in terms of equipment or brand, not type)
  - Energy storage system changes (in terms of brand or equipment type)
  - Back-up system change (without switching type of equipment or fuel source used,

- unless it's a less contaminant and cheaper source)
- Utility interconnection equipment changes (due to PREPA requirements)

● Major changes may include, but are not limited to:

- Change in a microgrid solution
- Change in the proposed fixed price per kilowatt-hour
- Change in the term of the contract

#### **4.4 Modification or Withdrawal of Proposal**

A Proposal that is in possession of PRIDCO may be withdrawn or altered by the Proponent by letter including the signature and name of the person authorized to submit the Proposal, if it is received prior to the time and date of the Proposal submission deadlines. The withdrawal must be submitted in writing and directed to the Contact Person designated in Section 1.2 of this RFP.

#### **4.5 Errors in Proposals**

The consultants are responsible for errors and omissions on their proposals and any such errors and omissions will not reduce their obligation to PRIDCO.

#### **5.0 Respondent Requirements**

##### **5.1 Requirement of Legal Entities**

Respondents that are corporations, partnerships, or any other legal entity, U.S. or Puerto Rico based, shall be properly registered or capable to be registered to do business in Puerto Rico and the U.S. at the time of the submission of their Proposals, and comply with all applicable Puerto Rico or U.S. laws and/or requirements.

##### **5.2 Required General Qualifications of Respondent**

Respondents to this RFP shall provide information in their Proposals that demonstrates the following general qualifications:

- Respondent has adequate financial resources to perform the contract, or the ability to obtain them. Respondent shall provide financial statements for the past 2 years or equivalent financial records must be included in the Proposal.
- Respondent is able to comply with an accelerated delivery or performance schedule.
- Respondent has a satisfactory performance record.
- Respondent has a satisfactory record of integrity and business ethics.
- Respondent has the necessary organization, experience, accounting and operational

controls, and technical skills.

- Neither Respondent nor any person or entity associated who is partnering with Respondent has been the subject of any adverse findings that would prevent PRIDCO from selecting Respondent. Such adverse findings include, but are not limited to, the following:
  - Negative findings from a Federal Inspector General or from the U.S. Government Accountability Office, or from an Inspector General in another state.
  - Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in Puerto Rico or another state.
  - Pending litigation with the Government of Puerto Rico, or any other state.
  - Arson conviction or pending case
  - Harassment conviction or pending case.
  - Puerto Rico and Federal or private mortgage arrears, default, or foreclosure proceedings.
  - In rem foreclosure.
  - Sale tax lien or substantial tax arrears.
  - Fair Housing violations or current litigation.
  - Defaults under any Federal and Puerto Rico-sponsored program.
  - A record of substantial building code violations or litigation against properties owned and/or managed by Respondent or by any entity or individual that comprises Respondent.
  - Past or pending voluntary or involuntary bankruptcy proceeding.
  - Conviction for fraud, bribery, or grand larceny.

Respondents shall provide a listing and brief description of all legal actions for the past five years in which any firm that is part of the Respondent's team has been: (i) a debtor in bankruptcy; (ii) a defendant in a lawsuit for deficient performance under a contract or failure to comply with laws or regulation; (iii) a defendant in an administrative action for deficient performance on a project or failure to comply with laws or regulations; or (iv) a defendant in any criminal action.

### **5.3 Required Specific Qualifications**

Respondents to this RFP shall provide information in their Proposals that demonstrates the following specific qualifications:

- Experience managing design, development and operation of projects of similar size and scope to those requested in this RFP.

- Relevant experience performing all responsibilities listed under the Scope of Services section of this RFP. Respondents responsibilities also include, but are not limited to, obtaining all requisite regulatory and governmental approvals to enable the construction, development, operation, maintenance and performance of the Project; securing financing for construction of the entire Project; and complying with all applicable laws and regulations, among others,
- Bilingual personnel.

#### **5.4 Insurance Requirements**

The Selected Proponent will be required to include PRIDCO as additional insured on the following insurance policies with the following minimum coverage:

1. Commercial General Liability including Premises, Products and Completed Liabilities: \$1,000,000 per occurrence, general aggregate and Products and Operations Completion (all policies must include Amendment-Aggregate per Project).
2. Employer's Liability: \$1,000,000 per accident, per employee, per sickness and aggregate.
3. Endorsements to include: PRIDCO, and or any subsidiary, affiliated or related entity.
4. All policies must be underwritten by an insurance company authorized by the Office of the Insurance Commissioner or Puerto Rico to do business in Puerto Rico, A.M. Best classification of not less than A- (Excellent) and Financial Size Category VI.
5. Hold Harmless Agreement in favor of PRIDCO
6. 60 Days' Notice of Cancellation
7. Waiver of Subrogation
8. Coverage shall either be occurrence based or maintained for the duration of the resulting contractual agreement and for two years following completion of services provided.
9. Bid Bond and Performance Security. PRIDCO requires a bond from all

Respondents that are notified by PRIDCO that they have been short-listed. The bid bond will be 1% of the gross revenue over the term of the proposal offered. For Respondents that are short-listed, the bid bond will be required to be posted within thirty (30) business days of notification. Short-listed Respondent(s) that are satisfying the bid bond requirement with a security bond, the bond must be issued by a surety listed in the Department of the Treasury listing of approved sureties. For Respondent(s) satisfying the requirement with a Letter of Credit, the Letter of Credit must be issued by a U.S. commercial bank domiciled in the United States, or from a U.S. branch of a foreign bank, with such bank having a credit rating on its long-term senior unsecured debt of (a)(1) “A3” or higher from Moody’s or (a)(2) “A” or higher from S&P, or (b) if rated by both Moody’s and S&P, both (a)(1) and (a)(2).

PRIDCO further requires secure and reliable physical delivery of the capacity and associated energy. Security (credit assurance) covering both the physical delivery of capacity and energy will be provided in the form of either a:

- Letter of Credit issued by a U.S. commercial bank domiciled in the United States, or from a U.S. branch of a foreign bank, with such bank having a credit rating on its long-term senior unsecured debt of (a)(1) “A3” or higher from Moody’s or (a)(2) “A” or higher from S&P, or (b) if rated by both Moody’s and S&P, both (a)(1) and (a)(2).
- Parent guaranty issued by an entity located in the United States and that is satisfactory to PRIDCO and has a long-term senior unsecured debt rating (not supported by thirty party credit enhancement) of (a)(1) “Baa2” or higher by Moody’s or (a)(2) “BBB” or higher by S&P, or (b) if rated by both Moody’s and S&P, both (a)(1) and (a)(2).

## **5.5 Proposal Format**

The Respondent’s Proposal shall be formatted as follows:

### **5.5.1 Cover Letter and Table of Contents**

Provide a cover letter describing the Company’s interest and commitment to developing a full proposal for the site, and which includes a certification that the information submitted and the Proposal is true and accurate, and that the person signing the cover letter is authorized to submit the Proposal on behalf of the Respondent and Team Member(s). The designated contact person for the engagement shall be clearly identified.

Provide a table of contents that clearly identifies the each of the Proposal's section, including the page number.

### **5.5.2 Experience and Capacity**

Provide a description and history of the Respondent and any sub-contractors, focusing on previous experience designing, developing and/or operating microgrids for industrial uses.

Provide a summary of the types of services Respondent offers that relate to this RFP. Provide specific details about Respondent's previous experience, and any sub-contractors, with industrial microgrid projects. Identify engagement and/or staff experience with entities comparable to PRIDCO for which Respondent and any sub-contractors provide or has provided, similar services within the last (10) years. Respondent must indicate the dollar value of the projects for which it has provided similar services to the ones contemplated in its RFP.

Provide a list of similar microgrids that have been developed and managed by Proponent during the last 2 years, and/or detail at least one to three (1-3) similar engagements or experience with private and public-sector clients that would demonstrate that the Respondent can provide the requested services. Each example should include:

- a) Name of client organization.
- b) Description of engagement or experience and objectives of the project including beginning and ending dates.
- c) Identification of Team Members who had direct involvement in the project.
- d) Examples of recommendations offered to the client and the results of the implementation of those recommendations.
- e) Information regarding the project that would demonstrate successfully experiences by the client, as a result of the recommendations. This may include performance metrics and improvements.
- f) If the example involves a private sector client, describe how the experience could be applied to the public sector.

PRIDCO may seek information from references regarding subjects that include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this RFP and the responsiveness of the Respondent to the client during the engagement. Please provide at least three (3) references for the lead Respondent and two (2) for Respondent's partners or sub-contractors. Each reference should include the name, title, company, address, phone number and email address of the reference. Inability to contact a reference will not be considered favorably. Any and all information or reference provided by a Respondent may be used by PRIDCO to conduct credit and background checks.

Provide a summary of the Respondent's technical expertise that describes Respondent's unique capabilities. This narrative shall highlight Respondent's ability to provide the services requested in this RFP. Provide a listing of the names, resumes and relevant project experience of the Key Individuals, Team Members and/or proposed Project Management Team that would be assigned to the Project, and their proposed roles. Resumes can be attached as an appendix. Include Team Members' qualifications, identification of which Team Member will be PRIDCO's direct contact for the project, and ability to provide a registration seal for each separate engineering and architectural discipline.

In addition, identify any sub-consultants and Local Parties incorporated into the team and clearly explain their expertise, expected role and value to the engagement.

Specify the primary contact person for the Respondent (name, title, location, telephone number, and e-mail address).

### **5.5.3 Approach and Methodology**

Respondents must indicate their understanding of the scope of services required for the Project, plus any refinements it feels are warranted. Provide a description of Respondent's approach to the services requested through this RFP, to include start-up procedures, project management and quality control procedures. Highlight any innovative ideas Respondent may have to reduce costs or produce a better solution.

Selected Proponent will be responsible for designing, building, operating, maintaining, and financing the Project and providing the energy services described in the Proposal. PRIDCO and the Selected Proponent shall agree upon the technical requirements for the construction, operation and maintenance of the Project. Selected Proponent will define specific design standards and schemes in accordance with the Microgrid Rules and the specific technical requirements agreed with PRIDCO.

Respondents must provide information on their proposed generation and storage systems (including but not limited to hardware (including balance of plant), software, as well as market participating control technologies, assumptions on operations and maintenance requirements, replacement cycles, operational constraints to fully utilizing the presented system). The proposed approach for designing and modeling the system's cost and performance should also be described.

Respondents must indicate why the proposed approach is appropriate and suited for PRIDCO's tenant necessities. A qualitative and semi-quantitative description of the advantages in terms of all the key attributes should be provided for a typical installation. If the stacked value changes due to market conditions, information on the expected value as a function of electricity markets should be provided.

In addition, explain how Respondent will achieve the goals, objectives, tasks, and/or deliverables outlined in the RFP. Specifically address how Respondent proposes to effectively perform all tasks included in the Scope of Services and how Respondent intends to cohesively deliver all the services in an organized manner. Respondent shall provide a preliminary project schedule that delineates the design phase approach. Also, shall illustrate key milestone dates for phase design (30%, 60%, final), deliverables and PRIDCO's review. Respondent shall also provide the overall Project timeline and phasing plan that describes Respondent's strategy and timing for delivering the various components of the Project.

Proposals shall include information of Respondent's service in case of an emergency, time to respond, and availability of resources.

Proposals must provide examples of how the proposed approach has achieved success in specific, relevant projects for public or private sector organizations similar in size and complexity to PRIDCO and/or the magnitude of Scope of Services of this RFP. The examples must contain enough information for the evaluators to ascertain the success of the projects accomplished by Respondent.

This section shall include an acknowledgement that, if selected, the Respondent has the ability to undertake the tasks associated with this RFP with sufficient key and line staff, and the proposed Key Individuals and Project Management Team.

Respondent shall identify existing staff that will be involved in ongoing project management services, including each staff member's proposed role in the organization, their relevant qualifications, and the allocation of their time to this engagement. Clearly identify the members of the team that are expected to be residing in Puerto Rico and will serve as local contacts for the engagement purposes.

#### **5.5.4 Cost/Price Proposal**

Cost will be assessed in terms of net life cycle costs over term of the agreement, including installation, operation, maintenance, and replacement, as necessary, of the storage and generation systems; changes to the facility's electricity bills; and market participation revenues. The cost and energy security performance contributions will be calculated relative to existing energy delivery systems.

Respondent shall submit a Schedule of Rates and Charges in the Proposal and estimated first year energy generation (excluding interconnection costs). For Solution No. 2, the rate per kilowatt-hour shall not exceed \$0.16.

Proposals shall include Respondent's understanding of the issues that may impact the Project's schedule of cost.

### **5.5.5 Commitment to Complying with all Applicable Laws**

Respondents shall explain their adherence to complying with all Applicable Laws. Respondents shall also indicate what characteristics of the team set them apart in terms of commitment to comply with all laws and requirements. Indicate what specific trainings and expertise the team has that reinforces the commitment to compliance.

A Proponent's failure to comply with Applicable Laws due to negligence, error or any other cause that affects the provision of the services requested shall not be cause for relief from responsibility.

Respondent acknowledges that this RFP may be withdrawn or amended in response to changes in Applicable Laws, either related to the Microgrid Rules or otherwise. Respondents are obligated to remain fully informed of all circumstances, information, laws, rules, and regulations that arise in connection with the development of microgrids in Puerto Rico, and any other matters that might, in any way, affect Respondent's roles and responsibilities in the Project. Each Respondent acknowledges the risk associated to Puerto Rico's current energy environment and agrees at its own cost and expense, to modify any aspect of the Project to comply with any law or regulation applicable to the Project or that may become applicable to the Project in the future.

### **5.5.6 Local Parties**

PRIDCO and the Government have the objective of fostering the participation of Local Parties in the provision of professional services and local expertise. Explain how the Local Party(ies) will add value to the team and their expected role. Identify Key Individuals from the Local Party(ies) and provide an indication of the expected level of involvement on the day-to-day activities and interaction with PRIDCO. Respondents that demonstrate a strategic integration of Local Parties will be awarded higher points while considering and evaluating the Proposals.

### **5.6 Additional Certifications and Representations**

Without excluding other certifications pertinent to this specific RFP, and except as specified below, the Selected Proponent shall obtain, before execution of a contract, and deliver PRIDCO the following:

1. A certification of filing of income tax return for the past five (5) years (Model SC 6088), issued by the Internal Revenue Area of the Puerto Rico Department of Treasury (henceforth, the "Department").
2. A no taxes debt due certificate, or payment plan and compliance therewith, issued by the Department (Model SC 6096). If a foreign corporation with no previous business operations in Puerto Rico, a no taxes debt due certification affidavit.

3. A certificate of no debt, or payment plan and compliance therewith, with respect to property real and mobile property taxes issued by the Municipal Revenue Collection Center (“CRIM”, by its Spanish acronym).
4. A certificate of no debt, or payment plan and compliance therewith, for unemployment insurance, temporary disability (workers compensation) and chauffeur’s social security, as applicable, issued by the Puerto Rico Department of Labor and Human Resources.
5. A certificate of no debt, or payment plan and compliance therewith, for municipal license taxes in the jurisdiction where the Proponent has its central operations.
6. Worker’s Compensation Insurance policy issued by the State Insurance Fund.
7. Certificate of no debt, or payment plan and compliance therewith, issued by the State Insurance Fund.
8. If a corporation organized under the laws of Puerto Rico, a certificate of compliance with Puerto Rico’s General Law of Corporations from the Puerto Rico State Department (“Good Standing”). If a foreign corporation, a Corporate Good Standing Certificate from the Puerto Rico State Department. At the request of PRIDCO, the Proponent may have to provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.
9. The Proponent may include with the Proposal a valid and effective certification evidencing its registration in the *Exclusive Registry of Bidders* of the Puerto Rico General Services Administration and its eligibility to contract with the Government. Presentation of the certification, if valid and effective, shall constitute sufficient evidence of compliance with certifications above required under items 1 through 8.
10. If available or applicable, certificate of tax withholding waiver issued by the Internal Revenue Area of the Department.
11. A certificate of compliance with the Puerto Rico Child Support Administration’s (“ASUME”, by its Spanish acronym) orders to retain alimentary pension allowances from its employees’ salaries.
12. A resolution from the Proponent’s board of directors or a certification from the partnership authorizing the Proponent’s representative to execute the Contract.
13. The Proponent shall expressly state its compliance with Law No. 428 of September 22, 2004, which requires government contractors to certify that the Proponent and the Proponent’s officers have not been convicted for any of the offenses mentioned in Law No 428 of September 22, 2004.
14. In addition to the foregoing warranties and representations, the Proponent shall acknowledge, represent and warrant in the Proposal that no official or employee of PRIDCO, or relatives thereof, would have a direct or indirect economic interest in the Proponent’s rights, should it ultimately sign the Contract, in accordance with Law No. 2 of January 4, 2018, known as the *Anticorruption Code for a New Puerto Rico*. The Proponent shall also certify in its Proposal having obtained a copy, read and understood, and being committed to comply with Law No. 2 of January 4, 2018 and Law No. 1 of January 3, 2012, as amended, known as the *Act of Governmental Ethics of Puerto Rico of 2011*.

Selected Proponent shall, upon execution of a contract, submit all documents required from 1 through 14, except for items 8, 12 and 13 hereof, which shall be included in the Proposal.

Proponent shall expressly acknowledge in the Proposal that the above certifications constitute an essential condition for entering into a contractual relation with PRIDCO and if found to be intentionally misleading or the related certifications altered or forged, the contract shall be nullified or made void.

## **5.7 Most Favorable Terms**

All Proposals shall be initially submitted including the most favorable terms that Proponents can present since PRIDCO may not provide further opportunities to Proponents to refine the Proposals. PRIDCO does reserve the right to contact a Proponent for clarification of its Proposal and/or to request a better definitive offer.

The terms of the selected Proposal may ultimately be incorporated, in whole or in part, into Definitive Agreements. The Proposal will become a part of PRIDCO's official procurement file on this matter.

## **6.0 Confidentiality of Responses & Proprietary Information**

Upon completion of the RFP process, PRIDCO will make public its report regarding the procurement and selection process, which shall contain certain information related to this RFP process, except trade secrets, pricing and proprietary or privileged information of Respondents. Information considered trade secrets or non-published financial data may be classified as proprietary by Respondents. All Respondents are required to submit a redacted copy of the Proposal. PRIDCO reserves the right to make public the redacted copies of the Proposals at the conclusion of the RFP process. If a redacted copy is not submitted by a Respondent, PRIDCO will assume that the original copy of the Proposal can be made public. Proposals containing substantial contents marked as confidential or proprietary may be rejected by PRIDCO. Provision of any information marked as confidential or proprietary shall not prevent PRIDCO from disclosing such information if required by law. The ultimately awarded contract(s), and all prices set forth therein, shall not be considered confidential or proprietary and such information may be made publicly available.

## **7.0 Conflicts of Interest**

Respondents shall be responsible for reviewing any applicable PRIDCO ethic guidelines, as well as other applicable ethic laws and regulations, including Act No. 2 of January 4, 2018, known as the *Anticorruption Code for a New Puerto Rico*.

Respondents are required to provide a list of any other current or former contracts the firm has/had with any Government Entity in Puerto Rico, or which bear any direct or indirect relation to the activities of the Government. Further, please provide a description of any recent historical

or ongoing legal proceedings, interviews or investigations being conducted by any U.S. law enforcement agencies involving your firm or team that are related to work executed in or on behalf of the Government and/or its instrumentalities. In addition, please provide a brief description of any work you have performed for any creditors or guarantors of the Government or any public corporation debt about their positions in Puerto Rico debt obligations. Indicate whether this activity is ongoing, and if not, when the prior assignment concluded.

At some point in the selection process, PRIDCO may request information on any perceived conflict of interests. Also, PRIDCO may in the future request a list of direct or indirect relationships Respondent or its professionals have to officials at PRIDCO or other government entities.

In the event of real or apparent conflicts of interest, PRIDCO reserves the right, in the Government's best interest and at its sole discretion, to reject a Proposal(s) outright or to impose additional conditions upon Respondents. PRIDCO reserves the right to cancel any contract awarded pursuant to this RFP with 30 days' notice in the event that an actual conflict of interest, or the appearance of such conflict, is not cured to PRIDCO's satisfaction.

To the extent that any Proponent has formed or proposes to form a consortium, joint venture, or partnership to participate in the RFP, such Proponent shall include in this RFP the identity, role and capabilities of each member. The submittal requirements will need to be satisfied for each member (i.e., financial capacity information and organization information).

Except as specifically provided to the contrary in this RFP, no member may join or participate, directly or indirectly, as a member in more than one Respondent for this RFP. Each person or legal entity who participates as a member is responsible for ensuring that no other person or legal entity which is related to it joins or participates, directly or indirectly, as a member of any other Respondent.

## **8.0 Proposal Additional Information**

### **8.1 Rejection of Proposals; Cancellation of RFP; and Waiver Informalities**

PRIDCO reserves the right to accept or reject, in whole or part, and without further explanation, any or all Proposals submitted and/or cancel this solicitation and reissue this RFP or another version of it, if it deems that doing so is in the best interest of PRIDCO or the Government.

This RFP may be cancelled by PRIDCO for convenience, including for lack of funds or, if in the PRIDCO's sole discretion, none of the Proposals meet its requirements or fulfills its needs of project management.

PRIDCO, at its sole discretion, may reject any Proposal that does not meet the requirements of this RFP or that is not in compliance with any applicable local, State or Federal laws, rules or

regulations. PRIDCO reserves the right to waive any informalities and/or irregularities in a Proposal if it deems that doing so is in the best interest of PRIDCO or the Government.

## **8.2 Ownership of Proposal**

All materials submitted in response to this RFP shall become the property of PRIDCO. Selection or rejection of a Proposal does not affect this provision.

## **8.3 Cost of Preparing Proposals**

All costs associated with the response to this Proposal are the sole responsibility of the Respondent. Neither PRIDCO nor the Government will be responsible for any expenses in the preparation or presentation of the Proposals, oral interviews or the disclosure of any information or material received about this RFP.

## **8.4 Errors and Omissions in Proposal**

PRIDCO reserves the right to reject a Proposal that contains errors or omissions. PRIDCO also reserves the right to request the correction of any errors or omissions and/or to request any clarification or additional information from any Respondent, without requesting clarifications to all Respondents.

## **9.0 Payment Terms & Method of Payments**

Selected Proponent will be paid by services provided previously approved by PRIDCO. It is Selected Proponent's responsibility to include all services required to meet the engagement's objective as established in this RFP.

### **9.1 Payment Terms**

Payment will be made upon presentation of invoice evidenced by the services provided and duly authorized by PRIDCO. If PRIDCO finds the submitted invoice as acceptable, then the invoice will be approved and processed for payment promptly after submission of the invoice. PRIDCO reserves the right to review the correctness of invoices and perform the audits as it deems fit.

### **9.2 Method of Payment**

The Selected Proponent shall submit monthly invoices for the agreed fees. Invoices must be detailed, specific and itemized accompanied by a description of the services provided as previously approved by PRIDCO. In addition, it shall be noted that no public servant of the contracting entity is a party or has interest on the profits or benefits product from the contract, regarding the invoice and if it does have interest in some part on the profits or benefits of the contract it must specify that a waiver has been mediated. PRIDCO shall request the Selected

Proponent all the necessary information, related to the invoiced expenses, in order to verify them, previous to order the release of payment.

PRIDCO reserves the right to perform audits it deems appropriate. In the case of finding unpaid invoices, they shall approve and process its payments.

## **10.0 Review and Reconsideration**

Any Proponent adversely affected by a decision made by PRIDCO in connection with the selection and award procedures provided in this RFP may submit a request for reconsideration to the Executive Director of PRIDCO in accordance with the *Uniform Administrative Procedure Act*, Law No. 38 of June 30, 2017, as amended, and PRIDCO's regulations, as applicable. A request for reconsideration or other petition for review that fails to comply with Applicable Laws may be dismissed or denied without further consideration.

Judicial review of the determinations made by PRIDCO as to a request for reconsideration will be governed by the *Uniform Administrative Procedure Act*.

## **Attachments**

- 1.Attachment A – Description of Site
- 2.Attachment A-1 – Jayuya Weekly Load Profiles
- 3.Attachment A-2 – Jayuya Data for Conceptual Design
- 4.Attachment B – Short List Evaluation Criteria
- 5.Attachment C – Non-Disclosure Agreement
- 6.Attachment D – Non-Collusive Affidavit

**Attachment A**  
**Description of Site**  
**(Aerial View and Location Map)**

Site	<u>Jayuya</u>
Load (MVA/MW Peak)	6.25/5
Industries Served	Bio-pharma
PQ/Outage Issues	Several per month
Critical Supplier	Yes
Employees	600

# Jayuya Site – Aerial View

Geographic Coordinates 18.22N, 66.60W



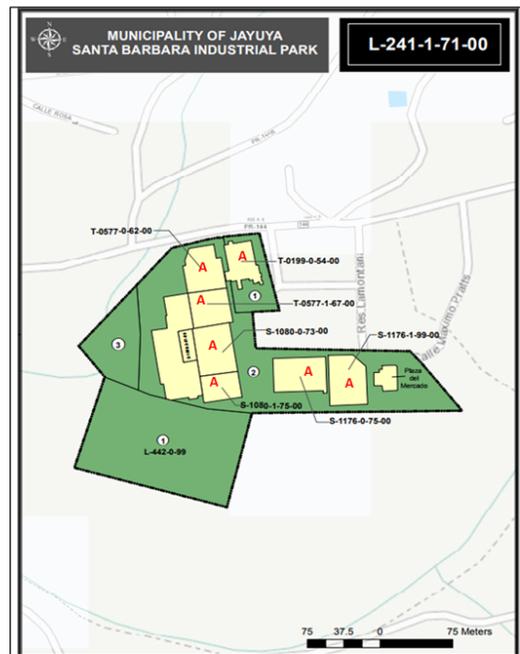
# Jayuya Site – Location Map

AREA AVAILABLE	
Roofing ( <i>sf</i> )	130,576
Empty Lots ( <i>quantity</i> )	1
Empty Lots ( <i>acres</i> )	7.62
Parking Lots ( <i>quantity</i> )	1
Parking Lots ( <i>acres</i> )	2.45

**Tenants:**

**A Baxter Healthcare**

Only tenant on this site currently occupying every building.



Attachment A-1

Jayuya Weekly Load Profiles

hour	Jayuya (MW)	Jayuya (MVA)
0	1.70	2.12
1	1.70	2.12
2	1.70	2.12
3	1.70	2.12
4	1.72	2.16
5	1.78	2.23
6	1.92	2.40
7	2.73	3.41
8	2.74	3.42
9	3.25	4.07
10	3.08	3.85
11	3.56	4.46
12	3.33	4.16
13	3.66	4.58
14	3.22	4.02
15	3.36	4.20
16	3.06	3.83
17	3.31	4.13
18	2.87	3.58
19	2.88	3.60
20	2.80	3.51
21	2.61	3.27
22	2.07	2.58
23	2.65	3.32
0	1.95	2.44
1	2.10	2.62
2	1.81	2.26
3	1.81	2.26
4	1.84	2.30
5	1.94	2.43
6	3.37	4.22
7	3.57	4.47
8	4.44	5.55
9	4.65	5.81

10	4.73	5.92
11	4.83	6.03
12	4.78	5.98
13	4.89	6.11
14	4.88	6.10
15	4.88	6.10
16	4.87	6.08
17	4.13	5.16
18	3.55	4.43
19	3.43	4.28
20	3.26	4.07
21	3.22	4.03
22	2.21	2.77
23	2.74	3.42
0	2.01	2.51
1	1.92	2.39
2	2.02	2.53
3	1.81	2.26
4	2.29	2.86
5	2.45	3.07
6	3.40	4.25
7	3.63	4.54
8	4.49	5.61
9	4.68	5.86
10	4.79	5.98
11	4.88	6.10
12	4.80	5.99
13	4.80	6.00
14	4.85	6.06
15	4.69	5.86
16	4.69	5.87
17	4.06	5.07
18	3.58	4.47
19	3.47	4.34
20	3.30	4.12
21	3.22	4.03
22	2.64	3.30
23	2.54	3.18
0	2.42	3.02

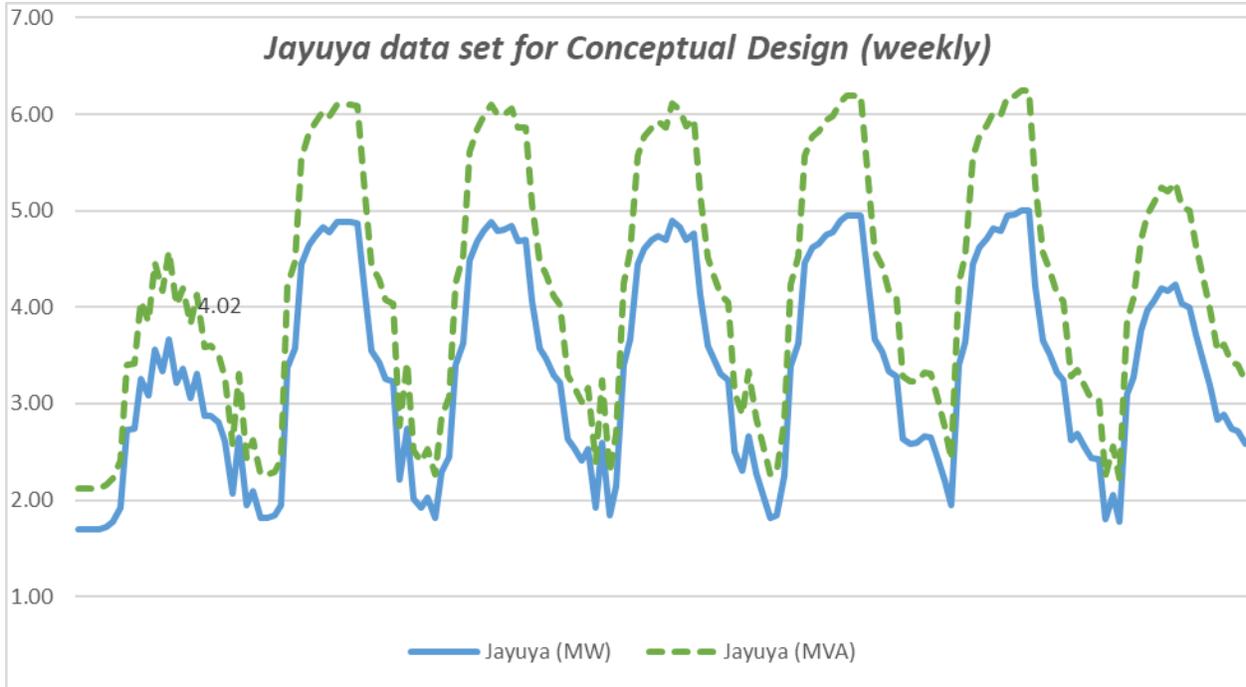
1	2.53	3.17
2	1.92	2.40
3	2.60	3.25
4	1.84	2.30
5	2.15	2.68
6	3.40	4.25
7	3.67	4.58
8	4.45	5.56
9	4.61	5.76
10	4.69	5.87
11	4.74	5.92
12	4.69	5.87
13	4.89	6.12
14	4.84	6.04
15	4.70	5.87
16	4.76	5.95
17	4.12	5.16
18	3.61	4.51
19	3.45	4.32
20	3.30	4.13
21	3.24	4.05
22	2.50	3.13
23	2.30	2.88
0	2.67	3.33
1	2.28	2.85
2	2.06	2.58
3	1.81	2.26
4	1.84	2.30
5	2.26	2.82
6	3.39	4.24
7	3.62	4.53
8	4.46	5.57
9	4.62	5.77
10	4.65	5.82
11	4.75	5.94
12	4.78	5.98
13	4.90	6.12
14	4.95	6.19
15	4.95	6.19

16	4.95	6.19
17	4.23	5.29
18	3.66	4.58
19	3.53	4.42
20	3.34	4.17
21	3.28	4.10
22	2.63	3.29
23	2.58	3.23
0	2.59	3.24
1	2.66	3.33
2	2.65	3.31
3	2.45	3.07
4	2.20	2.75
5	1.94	2.43
6	3.40	4.25
7	3.64	4.55
8	4.45	5.56
9	4.62	5.77
10	4.71	5.89
11	4.82	6.02
12	4.80	5.99
13	4.94	6.18
14	4.96	6.20
15	5.00	6.25
16	5.00	6.25
17	4.21	5.26
18	3.65	4.56
19	3.52	4.40
20	3.32	4.15
21	3.25	4.06
22	2.62	3.28
23	2.68	3.35
0	2.55	3.18
1	2.44	3.05
2	2.43	3.04
3	1.81	2.26
4	2.05	2.56
5	1.78	2.23
6	3.10	3.87

7	3.28	4.10
8	3.76	4.70
9	3.97	4.96
10	4.07	5.08
11	4.19	5.24
12	4.16	5.21
13	4.23	5.29
14	4.03	5.04
15	4.00	5.00
16	3.72	4.65
17	3.43	4.29
18	3.19	3.99
19	2.84	3.55
20	2.89	3.61
21	2.75	3.43
22	2.72	3.40
23	2.59	3.23

Data Disclaimer: ***Weekly load profile is not actual data from the site, but does capture some site information such as peak values and an approximate estimate of PF. This example data is provided so all conceptual designs will use the same load data assumption. Final designs will use actual and more detailed load data provided to finalists for each of the sites.***

**Attachment A-2**  
**Jayuya Data for Conceptual Design**



Data Disclaimer: *Weekly load profile is not actual data from the site, but does capture some site information such as peak values and an approximate estimate of PF. This example data is provided so all conceptual designs will use the same load data assumption. Final designs will use actual and more detailed load data provided to finalists for each of the site.*

**Attachment B**  
**Short List Evaluation Criteria**  
**RFP - Industrial Sites Microgrid Solutions**

**Proponent:** \_\_\_\_\_

Criteria	Maximum Score	Result
<p><b>Cost for a 10-year agreement</b></p> <p><b>Solution No. 1:</b></p> <p>Proposals with lower rates will be awarded higher points.</p> <p><b>Solution No. 2:</b></p> <ul style="list-style-type: none"> <li>•&lt; \$0.15 kwh = 25 points</li> <li>•&gt; \$0.15 kwh &lt;\$0.16 kwh = 20 points</li> <li>•= \$0.16 kwh = 15 points</li> <li>•&gt; \$0.16 kwh = 10 points</li> </ul>	<b>25</b>	
<p><b>Conceptual Design of the Microgrid Solution</b></p> <ul style="list-style-type: none"> <li>•Hybrid System Design = 10 points</li> <li>•Layout Plan = 5 points</li> <li>•Schematic Electrical One Line Diagram = 5 points</li> <li>•Narrative Technical = 5 points</li> </ul>	<b>35</b>	
<p><b>Availability in Puerto Rico of Non-Renewable Energy Source (fuel supply)</b></p> <ul style="list-style-type: none"> <li>•Material is available and ready to be delivered = 20 points</li> <li>•Material to be delivered during next 12 months = 10 points</li> <li>•Material will be available in more than next 12 months = 0 points</li> </ul>	<b>20</b>	
<p><b>Proponent Capabilities and Qualifications</b></p> <ul style="list-style-type: none"> <li>•Experience as operator = 6 points</li> <li>•Financial = 6 points</li> <li>•Experience as developer = 5 points</li> <li>•Local firm as member = 3 points</li> </ul>	<b>20</b>	
<b>Total</b>	<b>100</b>	



## Attachment C

### NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_, 2018 (“Effective Date”) by and between \_\_\_\_\_ and the Puerto Rico Industrial Development Company (“Discloser”).

\_\_\_\_\_ is a corporation created under the laws of \_\_\_\_\_, herein represented by \_\_\_\_\_ (hereinafter known as “Recipient”).

PRIDCO is a public corporation created by Law No. 188 of May 11, 1942, as amended, herein represented by its Deputy Executive Director, Julio R. Benítez Torres (hereinafter known as “Discloser”).

Discloser and Recipient are jointly referred to herein as the “Parties.” “Party” means either Discloser or Recipient.

It is understood and agreed that the Discloser and the Recipient would like to exchange certain information that belongs to PRIDCO and to PRIDCO’s Tenants that may be considered confidential by the Discloser. Such information is necessary for the Recipient to present its proposal related to a Request for Proposal (“RFP”) for a Pilot Project for Industrial Sites Microgrid Solutions in Puerto Rico, for facilities located at PRIDCO’s property.

To ensure the protection of such information and in consideration of the agreement to exchange said information, the Parties agree as follows:

1. The confidential information to be disclosed by Discloser under this Agreement (“Confidential Information”) is described as, and includes:
  - Technical, privileged and business information related to Discloser’s status and privileged information as a Public Corporation that belongs to the Government of Puerto Rico.
  - In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Discloser orally and in writing whether or not marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Discloser in any other manner and identified

as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum.

2. Recipient shall use the Confidential Information only for the purpose of evaluating the contractual relation between the parties.
3. Recipient shall limit disclosure of Confidential Information, within its own organization, to its directors and/or officers having a need to know.
4. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient's possession before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault or omission attributable to Recipient; (c) is rightfully received by Recipient from a third party, including any government entity, not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of the Discloser, or (e) is independently developed and/or obtained by Recipient through other means.
5. Recipient's obligation of non-disclosure contained herein shall not apply to the release of any Confidential Information that it may be required to produce as a result of a court order or legal process. However, prior to any such disclosure, Recipient shall promptly notify Discloser of any demand, subpoena or other request to produce the Confidential Information, in order to allow Discloser an opportunity to appear and seek an appropriate protective order prior to any required disclosure. Recipient will also use reasonable efforts to support Discloser in seeking to obtain an appropriate protective order prior to any such disclosure. If Recipient is nonetheless required to disclose Confidential Information, in the absence of a protective order, it may do so provided it discloses only that portion required to be disclosed and no other. Such required disclosure will not release Recipient from its obligation to protect the Confidential Information from other disclosure.
6. The Discloser warrants that it has the right and authority to make the disclosures under this Agreement and that to the best of its knowledge such information is accurate. Also, the Discloser agrees that the Recipient shall not be liable for the content of the information if it is not accurate, and if the Recipient endorses any business project related to the Confidential Information on the basis of information provided by Discloser that is not accurate, Recipient shall not be bound by such endorsement, and the same may be revoked.

7. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore, and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.
8. All documents, reports, e-mails exchanges, memoranda and any other document prepared by Recipient, which reflect or reference any Confidential Information, shall be deemed Confidential also. During the term of this Agreement, Recipient may, at its option, either destroy or keep all disclosed or referenced Confidential Information related to the purpose herein specified. However, any Confidential Information retained by Recipient during the term of this Agreement shall remain subject to the obligations and restrictions set forth in this Agreement.
9. Both Parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either Party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.
10. Neither Party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either Party's decision to use or rely on any information exchanged under this Agreement.
11. This Agreement states the entire agreement between the Parties concerning the disclosure of Confidential Information for the purpose described in paragraph 2 above and supersedes any prior agreements, understandings, or representations (orally or verbally) with respect thereto between the Parties. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both Parties. This Agreement is made under and shall be construed according to the laws of the Commonwealth of Puerto Rico
12. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.
13. This Agreement will be effective for a term of one (1) year from the Effective Date but may be terminated by either party prior to that time with thirty (30) days written notice to the other party. Termination shall not, however, affect obligations set forth in this

Agreement with respect to Confidential Information disclosed prior to termination. Recipient's obligations with respect to Discloser's Confidential Information disclosed or received prior to termination or expiration will survive for three (3) additional years following the expiration or termination of this Agreement. This Agreement may be terminated immediately with written notice by either party upon any material breach by the other party of any term or condition of this Agreement. If the information to be disclosed is patent-protected, Recipient's obligations with respect to said confidential information will survive for the remainder of the term of such patent. After the expiration or termination of this Agreement, Recipient may, at Discloser's option, either destroy or return all disclosed or referenced Confidential Information related to the purpose herein specified. If Recipient destroys all Confidential Information, it must issue a letter certifying that all copies, documents, data, and/or electronic data received has been destroyed, deleted and/or disposed in any proper manner.

**WHEREFORE**, the Parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

**[SIGNATURE PAGE FOLLOWS]**

Recipient of Confidential Information:

Company:

By:

Title:

Address:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

Discloser of Confidential Information:

Puerto Rico Industrial Development Company

By: Julio R. Benítez Torres

Title: Deputy Executive Director

Address: PO Box 362350 San Juan, PR 00936-2350

Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

**Attachment D**

**Non-Collusive Affidavit**

IN \_\_\_\_\_, PUERTO RICO

\_\_\_\_\_ being first duly sworn, deposes and says:

That the undersigned is \_\_\_\_\_ (include signator's position) of \_\_\_\_\_, the party making the foregoing proposal of bid, that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or element of said bid price, or of that of any other bidder, or to secure any advantage against the Puerto Rico Industrial Development Company, or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

\_\_\_\_\_ (Name of bidder if the bidder is an individual)

\_\_\_\_\_ (Name of partner if the bidder is a partnership)

\_\_\_\_\_ (Name of officer if the bidder is a corporation)

**AFFIDAVIT NO.** \_\_\_\_\_

Suscribe and sworn to before me in the city of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_ of legal age, \_\_\_\_\_ (marital status), \_\_\_\_\_, (trade or occupation), and resident of \_\_\_\_\_, and personally known to me.