



GOVERNMENT OF PUERTO RICO
Puerto Rico Public-Private Partnerships Authority

Puerto Rico Public Private Partnerships Authority

Request for Qualifications for the Puerto Rico Electric Power Authority Utility Scale Energy Storage System Project

www.p3.pr.gov

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Section 1 – Introduction

1.1 Introduction

The Puerto Rico Public-Private Partnerships Authority (Authority), together with the Puerto Rico Electric Power Authority (PREPA), are seeking to support the electric system through a privately developed, constructed, operated and maintained battery electric storage system (BESS). PREPA is facing a fundamental challenge as it looks to remain financially sustainable for the long term. In addition to financial challenges, PREPA’s electric system remains fragile and relatively unreliable in the aftermath of Hurricanes Irma and Maria. Other challenges include:

- PREPA’s operating funds are under financial pressure.
- The PREPA system is dated and is in poor condition due to poor operation and maintenance practices related to lack of funding.
- Much of the generation is located on the south side of the island while a majority of the load is on the north side of the island.

The intent of this request for qualifications (RFQ) is to identify qualified proponents (Proponents) that have the background, capabilities and qualifications to install battery energy storage systems at to-be-determined locations of PREPA’s transmission system.

1.1.1 PREPA Overview

PREPA is a public corporation and governmental instrumentality of the Government of Puerto Rico (Government), created pursuant to Law 83 of May 2, 1941, as amended, with the duty of providing electric power in a reliable manner, contributing to the general welfare and the sustainable future of Puerto Rico, maximizing the benefits and minimizing the social, environmental and economic impacts. As a government-owned company, and property of the Government, is empowered to make contracts, sell/buy assets and real estate, borrow money and issue bonds. PREPA is also responsible for the establishment of an appropriate rate structure for its services.

PREPA’s current objectives include:

- Reduce energy costs
- Promote smart energy consumption
- Protect the environment

Strategies to achieve these objectives include:

- Reduce operating expenses



- Increase efficiency
- Minimize energy theft
- Diversify energy sources
- Establish Smart Grid for energy control and consumption monitoring
- Maximize use of advanced technology

The new BESS is needed to improve system reliability, reduce overall system cost and provide a number of other ancillary services as described herein.

The Private Partner will be expected to develop, finance, design, construct, operate and maintain a BESS connected to the PREPA electrical transmission system.

1.1.2 Overview of Puerto Rico's Fiscal Condition

Puerto Rico has one of the largest economies in the Caribbean region. As a territory of the U.S. since 1898, Puerto Rico offers a stable legal and regulatory framework where major U.S. and foreign multinational corporations have historically operated, benefiting from its favorable investment environment and tax advantages. Puerto Rico has a well-educated and bilingual workforce with a sophisticated financial system that historically has acted as a global center for manufacturing, including pharmaceutical, biotechnology, medical devices, agriculture, rum, aerospace, and electronics, complemented by strong consumer, retail and service sectors.

Notwithstanding the historic positioning, the Government, its agencies, public corporations and instrumentalities are currently in the midst of profound fiscal adjustments. In June 2015, the Government created a working group tasked with analyzing the fiscal and economic situation of Puerto Rico. After a series of studies and analyses, this working group estimated Puerto Rico's consolidated budget and financing gap (including required pension payments and debt service on tax-supported debt) to be approximately \$59 billion between fiscal years 2017 and 2026.

Multiple factors contributed to this situation, including: (a) since 2006, the Government's balance sheet significantly deteriorated due to years of economic recession, and (b) the Government historically financed recurring expenses with long-term debt and failed to adequately fund legacy obligations, including the public employee pension systems. The deterioration of the Government's balance sheet, coupled with continued structural budget imbalances and a lack of continuity and execution capacity in fiscal and economic plans, led to the loss of capital markets access in 2015, limited the Government's ability to make necessary infrastructure maintenance and improvements investments and meet scheduled debt service payments, while guaranteeing essential government services.

Recognizing Puerto Rico's challenging fiscal condition, the U.S. Congress enacted the Puerto Rico Oversight, Management, and Economic Stability Act (PROMESA), which was signed into law on June



30, 2016. PROMESA provides a series of mechanisms to achieve fiscal and budgetary balance and capital markets access to spur infrastructure revitalization in Puerto Rico. Among its main provisions, PROMESA established the Financial Oversight and Management Board for Puerto Rico (Oversight Board), provided a framework to restructure Puerto Rico’s public debt, called for the approval of long-term fiscal plans and budgets, mandated balanced budgets and established a specific chapter (Title V) to identify and pursue critical infrastructure projects through an accelerated local permitting process and a prioritized federal review procedure to ensure the prompt and effective revitalization of Puerto Rico’s critical infrastructure. This project, with the potential it offers to spur and support sustainable economic development, is a perfect candidate.

The Administration of Governor Ricardo Rosselló Nevares took office on January 2, 2017, and as required by PROMESA, submitted a 10-year fiscal plan on February 28, 2017, as amended and certified by the Oversight Board on March 13, 2017. In December 2017, the Oversight Board requested that the Government submit revised fiscal plans that take into account the impacts of hurricanes Irma and Maria. Although the Government submitted various drafts of its revised fiscal plan to the Oversight Board, on April 19, 2018, the Oversight Board certified a fiscal plan that differed substantially from the draft fiscal plans previously submitted by the Government. The revised fiscal plan reflects that the Government will not have sufficient revenue to pay its debt obligations in full while providing essential services, implying a need for substantial debt relief. It also assumes substantial federal government funding to address disaster recovery and reconstruction efforts.

In addition to the fiscal plan, the Government has taken swift actions that include, but are not limited to, the strengthening of the Puerto Rico Fiscal Agency and Financial Advisory Authority and the approval of Executive Order 003-2017, declaring a state of emergency regarding the condition of various infrastructure sectors in Puerto Rico and thus allowing the implementation and use of an expedited emergency permitting process under Act. No. 76-2000, consistent with PROMESA’s statutory provisions under Title V.

The fiscal plan seeks to advance P3s as a way to revitalize infrastructure, attract private investment and spur economic development on the Island. Under the fiscal plan, the Authority is scheduled to launch a significant pipeline of projects that amount to \$5.1 billion in infrastructure investment over the next five years. Governor Rosselló has taken unequivocal steps for improving the public-private partnerships (PPP) framework and advancing bankable projects. In January and August 2017, the Governor enacted a series of amendments to the PPP framework that allow for unsolicited proposals, pre-development agreements and facilitation of the approval procedures for projects under the PPP legislation. This project forms an integral part of the Government’s and PREPA’s fiscal plan, which, among its many objectives, seeks to advance PPPs as a way to revitalize infrastructure and spur economic development. The Authority intends to submit the project under Title V of PROMESA for classification as a Critical Project which would expedite permitting required for the implementation of the project.



In addition, Section 503(b)(1)(D) of PROMESA requires the Puerto Rico Energy Commission (PREC) to make two findings: first, whether the project "affects" an approved Integrated Resource Plan and, second, whether it will "adversely affect" an approved Integrated Resource Plan (IRP). For PREC to determine a project has no adverse effect on an IRP, such project must be consistent with the IRP by: (i) being specified in an approved IRP; (ii) being a reasonable substitute for a project specified in an approved IRP; or (iii) satisfying a legitimate need, as determined by the PREC, regardless of whether such need is identified in an existing approved IRP. Furthermore, to avoid a determination of adverse effect, projects not specified in an approved IRP must also demonstrate cost-effectiveness, which may be achieved by demonstrating having been selected through a competitive bidding process or that its costs are no greater than necessary to satisfy the project's stated purpose.

Consistent with Section 503 of PROMESA, the PREC will base its assessment of the aforementioned proposed energy project on the existing PREPA's Approved Modified IRP. The Approved Modified IRP consists of two sections: the Action Plan and the Resource Planning Information. The Modified Action Plan consists of specific directives to PREPA. It details the specific actions PREPA shall take over the five fiscal years following the approval of the Modified Action Plan. The Resource Planning Information, on the other hand, specifies the information and data related to PREPA's system and resource options which informed the development of the Modified Action Plan. Together, these sections form the substantive basis for the resource planning determinations made as part of the Approved Modified IRP and serve as the benchmarks against which the proposed energy projects shall be evaluated.

1.2 Background to Puerto Rico's P3 Program

The Public-Private Partnership Act (the Act) was approved on June 8, 2009. The Act states that the public policy of the Government is to favor and promote the establishment of PPPs for the creation of certain "Priority Projects" (as such term is defined in the Act) and, among other things, to further the development and maintenance of infrastructure facilities, share with the private sector the risks involved in the development, operation or maintenance of such projects, improve the services rendered, encourage job creation and promote Puerto Rico's socio-economic development and competitiveness.

The Act confirms that the new public policy must maintain such controls as necessary to protect the public interest. The contractual relationship achieved through a PPP must be mutually beneficial, while ensuring the efficient, effective and affordable provision of public goods and services to all citizens. The Government completed certain amendments to the Act in January and June 2017. The amendments introduced provisions to allow unsolicited proposals and pre-development agreements, made a series of technical updates and introduced improvements to the Partnership Committee procedures, among others.



According to the Act, every PPP project requires a Partnership Committee (Committee). The Committee is responsible for: (1) the qualification, evaluation and selection processes of the proposed PPP; (2) establishing the terms and conditions of the PPP Agreement, and (3) reporting on the procedures followed, among other responsibilities.

Respondents should note that the Committee has been vested with the Authority to negotiate the terms of the PPP Agreement. The Authority's Board of Directors has been vested with the Authority to approve the PPP Agreement agreed by the Committee with a Proponent, subject to final approval by the Governor of Puerto Rico and his delegate.

1.3 Function and Overview of this Request for Qualifications

This RFQ is issued under Section 5.3 of the Regulation for the Procurement, Evaluation, Selection, Negotiation and Award of Public-Private Partnership Contracts under Act No. 29 of June 8, 2009, as amended (the Regulation). Prospective respondents (Prospective Respondents) should review carefully the Act and the Regulation (each of which is available for download on the Authority's website: <http://www.p3.pr.gov>) and should ensure that they comply with all applicable provisions set out therein.

This RFQ provides each Prospective Respondent with sufficient information to enable it to prepare and submit a Statement of Qualifications (SOQ) for consideration and evaluation by the Authority. The SOQ will be evaluated as described in Section 4 of this RFQ.

1.4 Procurement Process and Schedule

The Authority will select a preferred proponent (Preferred Proponent) through a two-phase process. The procurement of the project is expected to take place in the following stages:

1.4(a) Phase 1 – Issue RFQ and Qualifications Process

In Phase 1, the Authority will issue the RFQ and will review all of the SOQs submitted by the respondents (Respondent(s)) against the evaluation criteria described in Section 4. At the end of Phase 1, the Authority will shortlist qualified respondents (Shortlisted Respondents) and they will be invited to participate in Phase 2 of the process.

1.4(b) Phase 2 – Issue Request for Proposals and Proposal Evaluation

In Phase 2, the Authority will issue a request for proposals (RFP) to each Shortlisted Respondent to provide instructions on how to submit a binding proposal (Binding Proposal). A draft of the PPP Agreement will be provided to Shortlisted Respondents in Phase 2. The Shortlisted Respondents will

have the opportunity to conduct a detailed due diligence review and submit a Binding Proposal that will include a final offer for review and consideration by the Authority. The Authority will select a Preferred Proponent based on the Binding Proposals received.

1.4(c) Phase 3 – Implementation of the PPP Agreement

If the Authority identifies a Preferred Proponent in Phase 2, it may negotiate a final agreement with the Preferred Proponent and enter into a PPP Agreement. Once the Preferred Proponent and the Authority have executed the PPP Agreement, the project will proceed in accordance with the terms and conditions of the PPP Agreement.

1.5 Procurement Schedule

A summary schedule of the major activities associated with the procurement process is presented in Table 1.1. The dates and activities are subject to change and may be revised in this RFQ. The Authority anticipates the qualifications and proposal evaluation process will be conducted according to the following schedule:

Table 1-1: Procurement Schedule

June 11, 2018	Deadline for Comments on Desirability and Convenience Study
June 22, 2018	Issuance of RFQ
July 6, 2018	Deadline for submittal of Request for Clarifications (“RFCs”)
August 3, 2018	Due date for submission of SOQs (“Submission Deadline”)
August 17, 2018	Notice of Shortlisted Respondents

1.6 Consortia, Joint Venture or Partnership

To the extent that any Respondent has formed or proposes to form a consortium, joint venture, or partnership to participate in the RFQ and/or become the contracting counterparty for this project, such Respondent should respond to this RFQ setting out the identity, role and capabilities of each Team Member. The submittal requirements will need to be satisfied for each member (i.e., financial capacity information and organization information).

1.7 Additional Rules with Respect to all Respondents

For purposes of this RFQ, the following terms will have the meaning ascribed to them below, unless the context clearly indicates otherwise:

- “Binding Proposal” means a Proponent’s detailed proposal in response to the RFP.
- “Closing Date” means the date on which the PPP Agreement shall commence and be effective upon its execution.
- “Key Individual” means an individual who will play an important role in the Project on behalf of a Team Member.
- “Private Partner” means a party that executes the PPP Agreement.
- “PPP Agreement” means the contract executed by the selected Proponent and PREPA to establish a PPP, which may include, but shall not be limited to, a contract to delegate a function, administer or render one or more services, or conduct the design, building, financing, maintenance, or operation of one or more facilities that are themselves, or are closely related to, Priority Projects, as established in the Act.
- “Proponent” means a shortlisted Respondent selected through the qualification process.
- “Preferred Proponent” means the Proponent selected by the Authority to undertake the Project and enter into the PPP Agreement.
- “Respondent” means a (i) natural person, (ii) legal person, (iii) joint venture, (iv) partnership, or (v) consortium of individuals, and/or partnerships, and/or companies or other entities that submit a SOQ in response to this RFQ.
- “SOQ” means a statement of qualifications to be submitted by a Respondent pursuant to this RFQ. All references in this RFQ to “SOQ submissions,” “SOQ submittals,” “SOQ responses,” and expressions of a like nature are deemed to refer to the SOQ.
- “Team Member” means a member of a Respondent. Team Members must be identified in Respondents’ RFQ submissions and cannot be changed without the prior written consent of the Committee.

Please note the following with respect to Respondents:

- Except as specifically provided to the contrary in this RFQ, no Team Member may join or participate, directly or indirectly, as a Team Member in more than one Respondent for this Project. Each person or legal entity who participates as a Team 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 Team Member in any other Respondent. Unless otherwise provided herein, any violation of this provision shall disqualify the Respondent and its Team Members.
- A person or company is “Related” to another person or legal entity if:
 - one may exercise Control over the other
 - each is under the direct or indirect Control of the same ultimate person or legal entity
- For purposes of this RFQ, a person or legal entity exercises “Control” of another if it is the owner of any legal, beneficial or equitable interest in more than 50% of the voting securities in a corporation, partnership, joint venture or other person or entity, or if it has the capacity to control the composition of the majority of the board of directors of any such person or entity, or to control



the decisions made by or on behalf of any such person or entity, or otherwise has the ability to direct or cause the direction of the management, actions or policies of any such person or entity (whether formally or informally); and the terms “Controlling” and “Controlled” have corresponding meanings.

- If for any reason, after the Submission Deadline and prior to the selection of a Preferred Proponent, a Respondent wishes or requires to: (i) change any Team Members listed in the Respondent’s SOQ (either by adding new members, removing listed members or substituting new members for listed members), or (ii) materially change the ownership or Control of a Respondent or a Team Member, then, in each case, the Respondent must submit a written application (with such information as the Committee may require) to the Committee seeking its consent to the proposed change, which consent may be withheld or delayed in the absolute discretion of the Committee. Without limiting the foregoing, the Committee may refuse to consent to a change to a Respondent or its Team Members and/or may disqualify the Respondent from further participation in the procurement process if:
 - the change would, in the sole discretion of the Committee, result in a weaker Respondent than that which is listed in the Respondent’s SOQ or result in the Respondent being materially different from the Respondent that was originally shortlisted; or
 - the evaluation of the new Respondent team, using the evaluation criteria described in Section 4 of this RFQ, would rank the Respondent, taking into account the proposed change or changes, lower than a Respondent that has not been shortlisted.

For the avoidance of doubt, the Committee’s discretion to consent to changes to a Respondent’s team membership includes discretion to approve changes to the legal relationship between the Respondent and/or its Team Members, such as the creation of a new joint venture, partnership or legal entity that will take the place of the Respondent.

The Committee’s consent may include such terms and conditions as the Committee may consider appropriate.

1.8 Restricted Parties

Restricted Parties (as defined below), their respective directors, officers, partners, employees and persons or legal entities Related to them (as defined in Section 1.7 above) are not eligible to participate as Team Members, or advise any Team Member, directly or indirectly, or participate in any way as an employee, advisor, or consultant or otherwise in connection with any Respondents in matters related to the Project. Each Respondent will ensure that each Team Member does not use, consult, include or seek advice from any Restricted Party in matters related to the Project. However, Restricted Parties are allowed to advise any Respondent on matters unrelated to the Project. The following Restricted Parties have been identified:



- Filsinger Energy Partners
- Rothschild Inc.
- Nossaman LLP
- Pietrantonio Mendez & Alvarez LLC
- any subsidiary or affiliate of the above-mentioned persons or entities

Moreover, Respondents must comply at all times during the procurement process with the Authority's Guidelines for the Evaluation of Conflicts of Interest and Unfair Advantages in the Procurement of Public-Private Partnership Contracts (the Ethics Guidelines). Prospective Respondents should review the Ethics Guidelines, which are available for download on the Authority's website at <http://www.p3.pr.gov>.

Finally, Respondents should be aware that the list of Restricted Parties is not exhaustive and that a person that is not included as a Restricted Party may still be prohibited from participating in the Project pursuant to the provisions of the Ethics Guidelines. However, the fact that a person provides or has provided services to the Authority or PREPA may not automatically prohibit such person from participating in the Project. Each Respondent is responsible for ensuring that all persons engaged to provide any type of assistance in connection with the Project are in compliance with the provisions of the Ethics Guidelines and, to the extent any question exists as to compliance with the Ethics Guidelines, the Respondent should consult with the Authority.

Communications Protocol

The Authority and PREPA are committed to a fair, open and transparent selection process. Respondents, their Team Members and their respective directors, officers, employees, consultants, agents, advisors and representatives, will not, except as expressly contemplated by this RFQ or as expressly directed or permitted by the Authority, attempt to communicate directly or indirectly with any representative of the Authority, the Committee, the Puerto Rico Fiscal Agency & Financial Advisory Authority (FAFAA) or the Government in relation to the Project during the Qualification Evaluation processes. The Authority reserves the right to disqualify any Respondent that violates this provision.

No Collusion

Respondents will not discuss or communicate, directly or indirectly, with any other Respondent(s) or any director, officer, employee, consultant, advisor, agent, representative or Team Member of any other Respondent regarding the preparation, content or representation of their SOQs. SOQs will be submitted without any connection (i.e., arising through an equity interest - other than an equity interest that does not represent a Controlling interest in an entity, as determined by the Authority from time to time, in or of a Respondent or a Respondent's Team Member), knowledge, comparison of information, or arrangement with any other prospective Respondent or any director, officer,

employee, consultant, advisor, agent, representative or Team Member of any other prospective Respondent.

By submitting a response to this RFQ, a Respondent, on its own behalf and as authorized agent of each firm, corporation or individual Team Member of the Respondent, represents and confirms to the Authority, with the knowledge and intention that the Authority may rely on such representation and confirmation, that its response has been prepared without collusion or fraud, and in fair competition with responses from other Respondents.

1.9 Deadline and Clarifications

Those interested in becoming Respondents must submit their responses to this RFQ no later than the Submission Deadline at the address and in the manner set out in Section 3.

Respondents may make inquiries only by submitting questions and RFCs to the Committee Representative referred to in Section 3 of this RFQ (the “Committee Representative”) by e-mail, no later than the relevant dates outlined in Table 1-1. Questions submitted to anyone other than the Committee Representative or by any means other than e-mail will not be answered and may be grounds for disqualification according to the Communications Protocol provisions in Section 1.8 of this RFQ.

- Any Respondent that has questions as to the meaning of any part of this RFQ, or the Project, or who believes that the RFQ contains any error, inconsistency or omission, must submit its concern, in writing, to the Committee Representative in accordance with Section 1.9. The Authority will provide all submitted questions or RFCs, along with the Authority’s answers thereto, to all Respondents. The Authority will not respond to Respondents’ questions or RFCs that are not submitted in accordance with Section 1.9.
- Any oral or written response provided by the Authority in connection with this RFQ will not be binding on the Authority nor will it change, modify, amend or waive the requirements of this RFQ in any way. Respondents shall not rely on any response provided other than an Addendum issued in accordance with this RFQ.

Confirmation of Intention

Respondents that anticipate responding to this RFQ shall so indicate as soon as possible by providing contact information to the Committee via e-mail at utilityscaleenergyproject@p3.pr.gov. Also, all questions and/or RFCs regarding this RFQ should be directed to the Committee Representative via e-mail: utilityscaleenergyproject@p3.pr.gov. Filsinger Energy Partners, Rothschild Inc., Nossaman LLP and Pietrantonio Mendez & Alvarez LLC are serving as Technical, Financial, Procurement and Legal Advisors to the Authority for this Project and will provide assistance in the RFQ and procurement



process in accordance with the Regulation. Please do not contact any officials or related parties of the Authority or PREPA (other than the Committee Representative) via telephone or otherwise. Such contact may serve as grounds for disqualification



Section 2 – Project Overview

2.1 Project Authority

The Government, its public corporations and municipalities are responsible for providing essential services at the lowest possible cost for the welfare of Puerto Rico’s citizens. These services include public health and safety, education, transportation, electric and water supply. Due to the financial constraints of the Government and its municipalities, innovative partnerships with the private sector have often been adopted to help deliver infrastructure projects or provide essential services to its people. The Project is an essential component of the Government’s long-term electrical supply plan and will lower cost and improve reliability of the electric system.

2.2 Project Introduction

The Authority intends to issue an RFP to those Proponents short-listed as a result of this RFQ. It is anticipated that the proposals will include the engineering, design, finance, procurement, construction, installation, commissioning, performance verification and long-term operation and maintenance of at least 20.0 MW/20.0 MWh BESS complemented with dynamic reactive power compensation. Respondents responding to this RFQ will be required to demonstrate they have sufficient technical, financial, and operational experience to install, operate and maintain this type of BESS for a 10 to 30 year term. Under a capacity contract, it is anticipated that PREPA will pay the Private Partner for available capacity of a BESS on an annual basis while the supplier will be responsible for maintenance and for guaranteeing the system’s annual availability and performance. Similar to a tolling agreement, PREPA will have full control of the BESS while being responsible for the energy required for charging. The final PPA Agreement may have provisions for annual price escalation adjustment at a fixed annual rate or dependent upon mutually acceptable indices.

2.3 Project Description

The BESS project will be interconnected to a 115 kV switchyard owned by PREPA. The 20.0 MW/20.0 MWh BESS system should have the flexibility and modularity to expand to a 40 MW/160 MWh BESS Facility. The design, layout configuration, physical dimensions, spacing and electrical clearances of the equipment, components, structures, containers and buildings to be installed as part of this initial BESS shall clearly consider the future expansion of the facility.

Future integrated resource plans and system planning studies will be used to determine the power and energy ratings of future energy storage systems at different system locations, including possible expansions to this initial utility scale grid connected BESS project. Options for future deployment of

additional four projects to multiple sites shall be provided at increments of 20-40 MW/20-160 MWh facilities.

The purpose of the initial phase of the BESS project will be a system capacity resource with a maximum of three hundred sixty five (365) equivalent cycles per year. For purposes of this RFQ and subsequent RFP, BESS systems are not considered a renewable energy resource or a generating facility.

The Authority and PREPA are interested in a BESS system that meets certain requirements. Respondents should review the technical specifications set forth in Appendix 3 to this RFQ in order to ensure they are capable of delivering a BESS system that meets the Authority's and PREPA's requirements.

2.4 Project Background

The planning, design and operation of an electrically isolated island system with low natural inertial response imposes to PREPA significant challenges from a system stability and reliability perspective. Puerto Rico's high frequency sensitivity to system load variations (approximately more than 150 times the typical frequency response of U.S. interconnected systems) and significant system frequency rate of change and fast deviations can trigger under frequency load shedding schemes in just a few seconds after generation outages or transmission system contingencies. To supplement the inherent inertial response and limited primary frequency response of the existing generation systems, as well as to simultaneously address voltage stability issues, PREPA intends to integrate utility scale grid connected battery energy storage systems at strategically located transmission centers in the northern metro zone such as the Bayamon or Sabana Llana transmission centers.

Respondents are requested to submit qualifications describing experience in developing similar systems with similar sizing, storage technologies and operational capabilities of the identified BESS.

2.5 Project Objectives

The Project will have the following principal objectives:

- Frequency Control and Regulation – fast active power source capable of continuously injecting or absorbing energy from the grid as a function of system frequency deviations to help manage and maintain frequency at 60 Hz.
- Rapid Spinning Reserve and Fast Frequency Response – additional resource capable of providing an instantaneous injection of reserve energy in the event of a sudden loss of generation or unexpected ramp-up in demand as a function of the rate of change and/or deviations of the system frequency.
- Voltage Regulation and Control – dynamic reactive power compensation source capable of continuously injecting or absorbing reactive power as a function of system voltage deviations.

- Fast Dynamic Reactive Power Reserve and Voltage Support – additional resource capable of providing an instantaneous injection of reactive power triggered by and as a function of the rate of change and/or deviations of the system voltage.
- Short Duration Dispatchable Generation Source – injection of active power at point of interconnection for a limited period of time to cover temporary generation deficits or start-up fast generating units.
- Black Start Capability – facility start-up capability during system blackouts or temporary unavailability of external system generation sources.
- Assist PREPA’s generation fleet with meeting system load variations due to intermittency of renewable generation caused by unpredictable wind or sun availability.
- Provide PREPA with grid operational flexibility to reasonably manage distributed, intermittent generation with the island electrical load.

2.6 Project Scope of Work Summary

- Work will include all labor, engineering, design, procurement of equipment and materials, required permitting, construction, installation, interconnection, testing, commissioning, operation and maintenance for the duration of the BESS contract. The Private Partner will also be responsible for the operation and maintenance, guaranteed performance, efficiency and availability of the BESS for the period set forth in the PPP Agreement. Specifically, the scope of work will include the following:
 - The Private Partner will be required to provide energy storage equipment of at least 20 MW, and 20 MWh at the point of interconnection, no later than the second quarter of 2019.
 - The Private Partner will be required to guarantee the rated capacity and energy of the BESS.
 - The Private Partner will be required to provide complete operation and maintenance services.
 - The Private Partner will be required to provide a performance guarantee on the complete BESS for the term of the contract. Section 2.7 includes details on the specific performance requirements.
 - The Private Partner will be responsible for procuring and installing all switchgear and step-up transformers to the site-specific interconnection voltage, including the 115 kV gas insulated breakers and gas insulated bus extensions needed to interconnect to one or more PREPA owned existing 115 kV switchyard.
 - The Private Partner will be responsible for the construction of all civil works, including footings, concrete slabs, control and protection buildings and sanitary facilities.
 - The Private Partner will be required to obtain all permits (environmental, building, transportation, etc.).
 - The Private Partner will be responsible for providing any required training to PREPA key personnel.

Section 3 – SOQ Requirements for all Respondents

RFQ Requirements

General

The Authority expects SOQs submitted in response to this RFQ to provide enough information about the requested items so as to allow the Authority to evaluate, competitively rank and shortlist the Respondents based on the criteria set forth herein. SOQs shall be submitted exclusively in the English language inclusive of English units of measure, and cost terms in United States of America (U.S.) dollar denominations. Standard corporate brochures, awards, licenses and marketing or promotional material shall not be included in the SOQ.

Format

Number and Types of Copies

Each Respondent shall submit the following in sealed packages:

- 1) One digital copy of its SOQ in read-only format on a write-protected flash drive, clearly marked with the Respondent's name on the package or the drive itself. The Authority encourages Respondents to use searchable, bookmarked PDFs and hyperlinked tables of contents.
- 2) One (1) original and five (5) copies—for a total of six (6) hardcopies—of its SOQ in loose-leaf, three-ring binders, one SOQ per binder. The SOQ containing original signatures shall be clearly marked as "Original" on its face and spine. Each copy must be numbered 1 through 5 on its spine. The Respondent's name and SOQ number must also be clearly marked on the spine.

Paper and Printing Requirements

SOQs must be prepared on 8-1/2" x 11" sized white paper. For purposes of all page limits set forth in this RFQ, each printed side shall be considered one page and will be included in any applicable page limitations. The use of 11" x 17" pages is acceptable (and each printed side will be considered one page) for Forms 1 through 4 in Appendix 2 or schedules, but not for narrative text. Printed lines may be single-spaced. Insofar as is practical or economical, all paper stock used shall be composed of recycled materials.

Page and Font Limitations

There is no aggregate page limit for SOQ Part A, Part B and Part C, but page limits for individual components may apply as specified in Appendix 1. Part A, Part B and Part C shall have all pages

sequentially numbered. Part A and Part B shall not exceed 40 pages, excluding all Forms and all applicable license and registration information provided in response to Appendix 2.

The font size used in the SOQ shall be no smaller than 12 point, except for tables, which may be prepared using 10 point font.

Overview of Submission Requirements

The SOQ shall be delivered no later than the Submission Deadline. Prospective Respondents that anticipate responding to this RFQ shall so indicate as soon as possible by providing contact information via e-mail to the Committee Representative's e-mail address listed below. The SOQ should comply with the format provided in Section 3 and Appendix 1. Additional information not specifically related to the Project or this RFQ should not be included. All questions, RFCs, or requests for information regarding this RFQ should be directed to the Committee Representative via e-mail. Please do not contact any officials or related parties of the Authority in any other manner. Such contact may serve as grounds for disqualification.

Address questions, comments, and RFCs to:

Puerto Rico Electric Power Authority Committee Representative
Request for Qualifications – Utility Scale Energy Storage System Project
E-mail: utilityscaleenergyproject@p3.pr.gov.

Authorization for Further Investigation

The Committee and its officers, employees and consultants are authorized to make any inquiry or investigation to verify the statements, documents, and information submitted in connection with this RFQ, and to seek clarification from the Respondent's officers, employees, advisors, accountants and clients regarding the same.

3.1 Reporting of Material Adverse Change

At any time prior to the selection of a shortlisted Respondent, each Respondent shall submit immediately to the Authority information pursuant to the submission requirements set out in this Section 3 of this RFQ either (i) upon the occurrence of a material adverse change to the information previously submitted by the Respondent in response to such submission requirements, or (ii) from time to time upon the Authority's request. The Authority will evaluate the information submitted by the Respondent in accordance with the evaluation criteria set out in Section 4, and may revise the Respondent's score and ranking to reflect the results of the evaluation. If a shortlisted Respondent's



revised score results in a change in its ranking, the Committee may, in its discretion, invite other Respondents based on their ranking in this RFQ process (provided such Respondents have achieved the minimum score required) to be added to the list of shortlisted Respondents and replace the Respondent whose score was re-evaluated under Section 4, even if those replacement Respondents were not shortlisted Respondents in the first instance.

3.2 RFQ Submission Instructions and Next Steps

The Authority will not accept RFQ submissions sent by facsimile, electronic mail, telex or other telegraphic means. The determination of whether an RFQ submission is submitted before the Submission Deadline will be based on the time and date stamp each Respondent must ensure it receives from the Authority/Committee at the Submission Address. It is the sole responsibility of each Respondent to ensure that its RFQ submission is delivered to the Submission Address no later than the Submission Deadline. RFQ submissions received after the Submission Deadline will be rejected and returned to Respondents unopened. Respondents should not submit promotional materials as part of their RFQ submissions and are strongly encouraged not to submit information that is not required by this RFQ. Respondents are strongly encouraged to be succinct in their prequalification submissions. Respondents shall limit their prequalification submission, or each component of the RFQ submission, to the maximum number of pages indicated in Appendix 1. Respondents are also cautioned that, if there are page limits set out in Appendix 1 for specific sections, the Authority will not review or score pages submitted in excess of the maximum number of pages indicated for such item. For the avoidance of doubt, any page limits set out in the RFQ shall apply to all materials submitted by the Respondent in response to the item that is the subject of a page limit, whether submitted in the text of the prequalification submission or included as an appendix, schedule or other attachment to the RFQ submission.

The SOQ submission shall be labeled as follows:

Puerto Rico Public-Private Partnerships Authority
PREPA Committee Representative
Utility Scale Energy Storage System SOQ
Submitted by (Respondent's name and Address)

The SOQ shall be delivered to:

Puerto Rico Public-Private Partnerships Authority
cc: Omar J. Marrero, Esq. – Executive Director PPP Authority
Government Development Bank for Puerto Rico
Roberto Sánchez Vilella (Minillas) Government Center – Third Floor
De Diego Ave. Stop 22
San Juan, PR 00907



3.3 RFQ Miscellaneous Instructions

Addenda to RFQ

The Authority reserves the right to amend this RFQ at any time. Any amendments to this RFQ will be described in written Addenda. Copies of each Addendum will be available at the Authority's website at <http://www.p3.pr.gov> and Respondents will be notified. Respondents are encouraged to review the Authority's web page regularly. All Addenda will become part of this RFQ. In the event of any conflict in the wording or any issue of interpretation, Addenda, when issued, will take priority over the original wording in the RFQ and any wording in prior Addenda. Each Respondent shall, in its SOQ, acknowledge receipt of each Addendum. Each Respondent is solely responsible to ensure that it has received all communications issued by the Authority. A failure to obtain any such communication is at the sole and absolute risk of the Respondent and the Authority accepts no responsibility for any Respondent that does not receive or obtain all RFQ information (including Addenda). Each response to this RFQ is deemed to be made on the basis of the complete RFQ issued prior to the Submission Deadline.

Withdrawal of SOQs

A Respondent may withdraw an SOQ by delivering to the Authority a written request for withdrawal, prior to the date of the selection of the Preferred Proponent, at the address for delivery of SOQs set forth in Section 3.2. Any such withdrawal does not prejudice the right of a Respondent to submit another SOQ by the Submission Deadline.

3.4 Disclaimer

The information provided in this RFQ, or any other written or oral information provided by the Authority, PREPA, the Committee, the Government or their respective officers, employees, advisors or consultants in connection with the Project or the selection process is provided for the convenience of the Respondents only. Respondents shall make their own conclusions as to such information. Oral explanations or instructions from officials, employees, advisors or consultants of the Authority, PREPA, the Committee, or the Government or any Puerto Rico public entity will not be considered binding on the Authority, PREPA, the Committee, or the Government. The Authority, PREPA, the Committee, the Government and their respective officers, employees, advisors and consultants make no representation as to such information, the accuracy and completeness of such information is not warranted by any of them and none of them will have any liability in connection with such information or the selection process, all of which liability is expressly waived by the Respondents. This RFQ is not an offer to enter into any contract of any kind whatsoever.

3.5 Conflict of Interest

Each Respondent Representative, on behalf of the Team Members identified as having the experience necessary to complete a project as described in Section 2 of this RFQ, must declare and continue to be under an obligation to declare all Conflicts of Interest or any situation that may be reasonably perceived as a Conflict of Interest that exists now or may exist in the future. In this Section 3.5, “Conflict of Interest” includes any situation or circumstance where in relation to the Project, the Respondent and the Team Members identified as meeting the experience requirements contemplated in Section 2 of this RFQ have other commitments, relationships or financial interests that:

- could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of both the Authority and Committee’s independent judgment
- could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the O&M contract

In connection with its SOQ, each Respondent shall:

- avoid any Conflict of Interest in relation to the Project
- disclose to the Authority without delay any actual or potential Conflict of Interest that arises during the RFQ process
- comply with any requirements prescribed by the Authority to resolve any Conflict of Interest

In addition to all contractual or other rights available at law or in equity or legislation, the Committee may immediately exclude a Respondent from further consideration or remove the Respondent from the RFQ process if:

- the Respondent fails to disclose an actual or potential Conflict of Interest
- the Respondent or a Team Member identified as meeting the experience necessary to complete a project as described in Section 2 of this RFQ fails to comply with any requirements prescribed by the Authority to resolve a Conflict of Interest
- the Respondent’s Conflict of Interest issue cannot be resolved

3.6 Reservation of Rights

In connection with the proposed Project, the Authority, and PREPA reserve all rights (which rights will be exercisable by the Authority and PREPA in their absolute discretion) available to them under applicable laws and regulations, including, without limitation, with or without cause and with or without notice, the right to:



- Modify the procurement process to address applicable law and/or the best interests of the Authority, PREPA, FAFAA and the Government
- Develop the Project in any manner that they deem necessary and change the limits, scope and details of the Project
- If the Committee and PREPA are unable to negotiate a PPP contract to their satisfaction with a Respondent, negotiate with the next highest ranked Respondent, terminate the process and pursue other alternatives relating to the Project or exercise such other rights as they deem appropriate
- Cancel the procurement process, as applicable, in whole or in part, at any time prior to the execution by PREPA of an agreement, without incurring any cost, obligations or liabilities whatsoever
- Issue a new RFQ after withdrawal of this RFQ
- Reject or disqualify any and all RFQ submissions and responses received at any time for any reason without any obligation, compensation or reimbursement to any Respondent or prospective Respondent or Team Member
- Modify all dates, deadlines, process, schedule and other requirements set out, described or projected in this RFQ
- Terminate evaluations of responses received at any time
- Exclude any Respondent from submitting any response to the RFQ, as the case may be, based on failure to comply with any requirements
- Issue addenda, supplements and modifications to this RFQ
- Require confirmation of information furnished by a Respondent, require additional information from a Respondent concerning its response and require additional evidence of qualifications to perform the work described in this RFQ
- Consider, in the evaluation of any RFQ submission, any instances of poor performance by a Respondent, Team Member or key individual that any of the Authority, PREPA, FAFAA or the Government may have experienced
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ
- Add or delete Respondent responsibilities from the information contained in this RFQ or any subsequent process instruments
- Negotiate with any party without being bound by any provision in its response
- Waive any deficiency, defect, irregularity, informality, non-conformity or non-compliance in a response to the RFQ or permit clarifications or supplements to a response to the RFQ, and accept such response even if such deficiency, defect, irregularity, non-conformity or non-compliance would otherwise render the response null and void or inadmissible
- Add or eliminate facility expansion to or from the Project
- Incorporate the RFQ or any Respondent's response to the RFQ as part of any formal agreement with a shortlisted Respondent
- Not issue a notice to proceed after execution of any contract

- Postpone the date on which responses to this RFQ are due
- Exercise any other right reserved or afforded to the Authority, the Committee, and PREPA under the Act, the Regulation, this RFQ or applicable law

This RFQ does not commit PREPA to enter into a contract or proceed with the Project as described herein. The Authority, PREPA, FAFAA, and the Government assume no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFQ, or in considering or making any submission. All of such costs shall be borne solely by each Respondent.

In no event will the Authority or PREPA be bound by, or liable for, any obligations with respect to the Concession Agreement until such time (if at all) as a contract, in form and substance satisfactory to the Authority and PREPA has been executed and authorized by PREPA and then, only to the extent set forth therein.

3.7 Limitations of Damages

Each Respondent, by submitting a response to this RFQ, agrees that in no event will the Authority, PREPA, FAFAA, the Committee, the Government, or any of their respective employees, advisors or representatives, be liable, under any circumstances, for any Claim, or be required to reimburse or compensate the Respondent in any manner whatsoever, including but not limited to costs of preparation of the response, loss of anticipated profits, loss of opportunity, or for any other matter. Without in any way limiting the above, each Respondent specifically agrees that it will have absolutely no Claim against the Authority, PREPA, FAFAA, the Committee or the Government or any of their respective employees, advisors or representatives if any such party for any reason whatsoever:

- Does not select a shortlist of prequalified Respondents
- Suspends, cancels, or in any way modifies the Project or the solicitation process (including modification of the scope of the Project or modification of the RFQ or both)
- Accepts any compliant or non-compliant response or selects a shortlist of one or more prequalified Respondent(s)
- Under the terms of the RFQ permits or does not permit a Restricted Party to advise, assist, or participate as part of a Respondent team
- For any breach or fundamental breach of contract or legal duty of the Authority, PREPA, FAFAA, the Committee or the Government, whether express or implied, each Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Respondent is not shortlisted in the solicitation process for any other reason whatsoever

For purposes of this Section 3.7, “Claim” means any claim, demand, liability, damage, loss, suit, action, or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto.

The Authority and its advisors are not responsible for costs incurred by Respondents, Team Members, subcontractors, or other interested parties in connection with the solicitation or procurement process, including but not limited to costs associated with preparing responses, qualifications, and of participating in any conferences, oral presentations or negotiations, whether in connection with this RFQ or otherwise. A shortlisted Respondent will not be entitled to indemnity (including, but not limited to, reimbursement for costs and expenses) from the Authority if the Authority decides, in its discretion, to terminate the procurement process for this Project.



Section 4 – Evaluation Criteria

4.1 Proponent Qualification and Proposal Requirements

This RFQ is available for prospective Proponents who desire to participate in the Project. All RFQ qualification submissions will be reviewed based on the requirements set forth in Section 4 and Appendix 1 of this RFQ.

The process for evaluating the SOQ is outlined in this Section 4. The Regulation states that the Committee reserves the right to qualify a limited number of prospective Proponents in order to arrive at a shortlist for a particular Project; provided, that such right is contemplated in the applicable RFQ. The Authority’s goal is to create a fair basis for the evaluation of the SOQs in compliance with all applicable laws governing this procurement.

The SOQ evaluation process will include: (1) a review of each SOQ for responsiveness and pass/fail criteria in accordance with Section 4.2.1 and (2) a qualitative evaluation of the SOQ in accordance with the evaluation criteria set forth in Section 4.3, resulting in a qualitative score.

4.2 Statement of Qualifications Evaluation Criteria

SOQs shall be prepared and submitted in the format set out in Section 3, and shall completely and clearly address the scope of work and objectives outlined in Section 2 of this RFQ.

The Act requires the Committee to take into account certain factors in evaluating the submitted SOQs. The evaluation criteria for the SOQ submissions will consist of two (2) Pass/Fail criteria.

4.2.1 Pass/Fail and Responsiveness Review

Each SOQ will be reviewed for: (a) compliance with the RFQ instructions regarding organization and format, and responsiveness to the requirements set forth in this RFQ and (b) compliance with the pass/fail criteria set forth in Section 4.2.1.

Any SOQ determined by the Authority that does not address the requirements set forth in this RFQ or that does not pass the pass/fail criteria herein will be excluded from further consideration and will not be eligible for qualitative evaluation and shortlisting. The Authority may also exclude from consideration any Respondent whose SOQ contains a material misrepresentation of information. Should an SOQ be excluded from further evaluation, the Authority will inform the Respondent.

The Authority may request written clarifications, confirmations or corrections from a Proponent regarding minor nonconformities, irregularities, and apparent clerical mistakes as provided in Section 3. The Authority reserves the right, in its discretion, to disregard or waive minor informalities, irregularities, omissions, nonconformities, discrepancies, and apparent clerical mistakes.

Pass/Fail Criteria: The Authority will evaluate each SOQ based upon the following pass/fail criteria:

Criterion 1 – Compliance with RFQ

To pass Criterion 1, the SOQ must comply with the requirements contained within this RFQ including but not limited to format requirements, terms, conditions of this RFQ and the completion of required Forms in Appendix 2.

Criterion 2 – Compliance with Requirements of the Act

Each SOQ submitted pursuant to this RFQ will be reviewed to determine whether it satisfies the Act's requirements. To pass this Criterion 2, Proponents are to provide a statement which addresses the following:

- The Respondent shall demonstrate that it is a Person authorized to do business in Puerto Rico or, if selected, will be authorized to do business in Puerto Rico prior to the execution of the PPP agreement.
- Each Team Member and each Respondent, if the Respondent has been formed as of the date of a submission of a response to this RFQ, shall complete the Form of Sworn Statement and Form of Respondent Certification included in Appendix 2 to this RFQ.
- Proponents who apply or bid for an award of U.S. \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient (this requirement may be satisfied by completing the Certification Regarding Lobbying included in Appendix 2 to this RFQ).

4.3 Qualitative Evaluation Criteria and Weighting

Each Respondent's SOQ passing all of the "pass/fail" criteria set forth in Section 4.2 will be qualitatively evaluated and scored by the Committee in the following categories:

- Technical Qualifications and Capability (40% Weighting)
- Financial Qualifications and Capability (40% Weighting)
- Conceptual Technical Approach Statement (10% Weighting)
- Management Plan (10% Weighting)

The evaluation criteria for each category are set forth below.

4.3.1 Technical Qualifications and Capability (40% Weighting)

The Respondent's technical experience and capability will be evaluated based on the following factors, and such evaluation will only consider:

a) Firm Experience

The extent and depth of the experience of the Respondent's Team Members with projects of similar scope and complexity and with similar responsibilities as are anticipated to be within the scope of work, and specific experience with PPP agreements/contracting, operations and maintenance contracting, or any variation thereof.

The Authority will consider the individual and collective project experience of the Team Member firms in accordance with the criteria listed below, as reflected in the SOQ. The extent and depth of the technical capability of the Respondent and its Team Members will be evaluated based on:

1. Evidence of experience with the design, installation, operations and maintenance of utility scale energy storage system;
2. A demonstrable history of acquiring and/or financing new utility scale energy storage systems;
3. Evidence of operation of utility scale energy storage systems of at least 10 MW in capacity;
4. Evidence of maintenance of utility scale energy storage systems of at least 10 MW in capacity;
5. A demonstrable history of maintaining responsible environmental practices and regulatory compliance; and,
6. Evidence showing a history of compliance with energy related policies, practices and regulations from a state, commission, or other regulatory body.

Reference letters for current and/or past customers for which similar energy storage systems have been installed, operated and maintained are encouraged.

b) Technical Key Personnel Experience

The extent and depth of the experience of Technical Key Personnel with projects of similar scope and complexity and with similar personnel roles and responsibilities as are anticipated for this Project, and specific experience with PPP contracting, operations and maintenance contracting, or any variation thereof.

4.3.2 Financial Qualifications and Capability (40% weighting)

The Respondent’s financial experience and capability will be evaluated based on the following factors, and such evaluation will only consider:

1. Demonstrated financial experience in design, installation, operation and maintenance of utility scale energy storage systems as described below:
 - The Respondent shall have demonstrable experience and understanding with accessing necessary corporate or equity capital, securities, or other financial resources that enable the design, installation, operation, and maintenance of utility scale energy storage systems projects and/or infrastructure assets similar to the Project
2. Depth of experience of the Proponent’s Financial Key Personnel (consisting of one or more Finance Leads) as described below:
 - Length and depth of experience in utility scale energy storage systems projects or similar scope projects related to power generation or transmission and distribution improvements.

4.3.3 Conceptual Technical Approach Statement (10% Weighting)

The Respondent’s Conceptual Technical Approach Statement should be a narrative of its approach to delivering the Project and demonstrate the following:

- An understanding of the Project’s scope and complexity
- An understanding of Project risks and potential solutions (regardless of which party has responsibility for such risks) that may arise during all Project phases, including management, design, construction, operation and maintenance

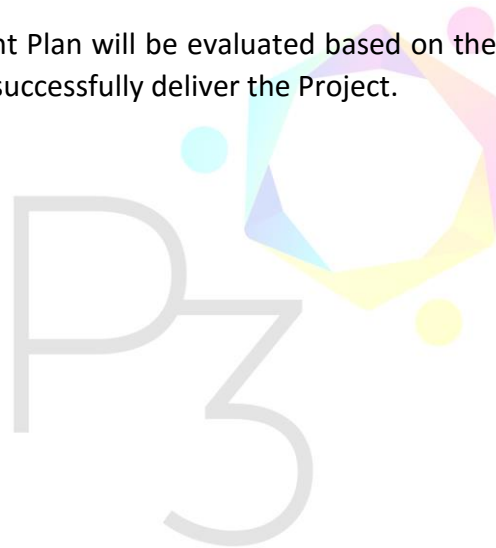


- An understanding and sound approach to PPP contracting and successfully delivering the Project using PPP contracting specifically related to a power purchase or tolling agreement arrangement.
- An understanding and sound approach to project quality (QA/QC) during design, construction operation and maintenance of the Project.
- An understanding and sound approach to safety management during both construction and operation of the Project

4.3.4 Management Plan (10% Weighting)

The Respondent shall develop an organizational structure which efficiently identifies key positions, their duties and responsibilities and how the proposed structure will deliver the required quality of service. The plan must provide details of the proposed staff and their qualifications for the position.

The Respondent’s Management Plan will be evaluated based on the completeness and capability of its organizational structure to successfully deliver the Project.



Appendix 1 - SOQ Format

Responses must be prepared and submitted in the format set out in Section 3 of this RFQ and must comprehensively and completely address its requirements.

Respondents shall assemble their SOQ as presented below.

SOQ Component	Form if any
Part A – General Information	
Form of Sworn Statement	Form 1
Form of Respondent Certification for each Team Member	Form 2
Certification Regarding Lobbying	Form 3
Certification indicating that Respondent is not currently disqualified, removed, debarred or suspended from performing or bidding on work for federal government or any state government.	Form 4
Disclosure of Conflicts: list any dealings with the Government of Puerto Rico, the Authority, or PREPA (including the employees and elected representatives of each), as well as any suppliers of goods or services to PREPA.	
Cover Page (to include identification of all Team Members, 1 page maximum)	
Cover Letter (2 pages maximum)	
Table of Contents	
<p>Executive Summary (3 pages maximum)</p> <p>The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Proponent’s SOQ and its ability to satisfy the financial and technical requirements of the Project. The executive summary shall identify each Team Member and briefly describe the role, headquarter office location, and the qualifications of each Team Member, and their experience in performing comparable projects. The executive summary shall address why the Respondent wants to become the Preferred Proponent.</p>	
<p>Respondent and Organization Information (2 pages maximum)</p> <p>Respondent Representative: provide a single contact person (“Respondent Representative”) for all future communication between the Authority and the Respondent. Please identify the Respondent Representative’s name, title, organization, work address, email address, and work, cell and fax numbers.</p> <p>If the organization listed has multiple offices, the SOQ shall include information about the parent company and branch office separately and identify offices from which the Project will be managed and their respective responsibilities and subordinate organizational units (including an organizational chart which illustrates the various subcontractors and Key Personnel).</p> <p>Provide form of ownership, including state of residency or incorporation, and number of years in business.</p>	



<p>Specify whether the firm is a sole proprietorship, partnership, corporation, limited liability company, joint venture, or other structure.</p>	
<p>Management Plan (2 pages maximum) Respondents should address all areas referred to in the Evaluation Criteria set out in Section 4.3.4 of this RFQ, under the heading “Management Plan”.</p>	
<p>Part B – Technical Information</p>	
<p>Firm Experience Respondents should provide details for a minimum of three and no more than five projects that best meet the evaluation criteria set out in Section 4.3.1(a) of this RFQ.</p> <p>Respondents shall also submit copies of the following reports for the last three (3) years:</p> <ul style="list-style-type: none"> (i) Occupational Safety and Health Administration (OSHA) 300 forms. If not applicable, a Respondent shall present a document explaining the reasons for not submitting the form. 	
<p>Technical Key Personnel Experience Each Respondent must identify at least one individual as Technical Key Personnel and provide separate resumes for all other Technical Key Personnel whose qualifications and experience will be evaluated as in part Section 4.3.1(b) of this RFQ. Resumes shall be limited to no more than three pages per person, exclusive of licenses or license applications. For each project, the following information shall be included in the resume:</p> <ul style="list-style-type: none"> (i) Name of the project, the owner’s contact information (project manager name, telephone number, email address), and dates of work performed on the project. (ii) Description of the individual’s exact role and the work or services provided on the project. If more than one role was played, identify the dates and duration of each role. (iii) Description of how the individual’s experience on the project is relevant to the evaluation criteria set forth in Section 4.3.1(b) of this RFQ. (iv) Relevant licensing and registration. (Copies of licenses and/or applications for licenses, if applicable, must be attached.) <p>One reference must be supplied for each of the Key Technical Personnel. The references, in each case, must be from projects on which the Key Technical Personnel was involved during the past five years.</p> <p>References shall be provided by previous clients with whom the Key Technical Personnel have worked as described above, and shall include the reference’s name, position, company or agency, and current contact details (including current address, e-mail address, and telephone number). Respondents are requested to verify the accuracy of the reference’s contact details, and are advised that if the contact details are not correct, the Authority may elect to exclude the experience represented by such reference in determining the Key Technical Personnel’s qualifications.</p> <p>Respondents shall provide an express written statement from each entity employing the individuals designated in the SOQ committing such individuals as Key Technical Personnel. While the Authority recognizes the impact of personnel availability and scheduling conflicts upon Respondents, Respondents are urged to designate and proffer only those individuals they reasonably believe will be available for, and intend to assign to work as Key Technical Personnel. Procedures concerning changes to Key Technical Personnel will be set forth in the RFP. Respondents are advised, however, that change requests will be subject to the Authority’s prior approval and will be reviewed very carefully. Key Technical Personnel changes without the Authority’s prior approval may result in disqualification of the Respondent.</p>	



<p>Conceptual Technical Approach Statement (5 pages maximum) Provide a narrative statement of the Proponent’s conceptual technical approach to the Project responsive to the evaluation criteria set out in Section 4.3.3 of this RFQ.</p>	
<p>Part C – Financial Information</p>	
<p>Project Financing Experience Respondents should provide details for a minimum of three and no more than five projects that best meet the evaluation criteria set out in Section 4.3.2 of this RFQ, including descriptions of the projects and case studies. Each case study should highlight any unique financial challenges encountered and the approach to overcoming these challenges. Only list energy storage, generation, transmission or distribution projects that are comparable to the Project.</p>	
<p>Financial Key Personnel (4 pages maximum) Each Respondent must identify at least one individual as Financial Key Personnel and provide separate resumes for all other Financial Key Personnel whose qualification and experience will be evaluated based on the evaluation criteria described in Section 4.3.2 of this RFQ. Resumes shall be limited to no more than three pages per person, exclusive of licenses or license applications. For each project, the following information shall be included in the resume:</p> <ul style="list-style-type: none"> (i) Name of the project, the owner’s contact information (project manager name, telephone number, email address), and dates of work performed on the project. (ii) Description of the individual’s exact role and the work or services provided on the project. If more than one role was played, identify the dates and duration of each role. (iii) Description of how the individual’s experience on the project is relevant to the evaluation criteria set forth in Section 4.3.2 of this RFQ. (iv) Relevant licensing and registration. (Copies of licenses and/or applications for licenses, if applicable, must be attached.) <p>One reference must be supplied for each of the Financial Key Personnel. The references, in each case, must be from projects on which the Financial Key Personnel was involved during the past five years.</p> <p>References shall be provided by previous clients with whom the Financial Key Personnel have worked as described above, and shall include the reference’s name, position, company or agency, and current contact details (including current address, e-mail address, and telephone number). Respondents are requested to verify the accuracy of the reference’s contact details, and are advised that if the contact details are not correct, the Authority may elect to exclude the experience represented by such reference in determining the Financial Key Personnel’s qualifications.</p> <p>Respondents shall provide an express written statement from each entity employing the individuals designated in the SOQ committing such individuals as Financial Key Personnel. While the Authority recognizes the impact of personnel availability and scheduling conflicts upon Respondents, Respondents are urged to designate and proffer only those individuals they reasonably believe will be available for, and intend to assign to work as Financial Key Personnel. Procedures concerning changes to Financial Key Personnel will be set forth in the RFP. Respondents are advised, however, that change requests will be subject to the Authority’s prior approval and will be reviewed very carefully. Financial Key Personnel changes without the Authority’s prior approval may result in disqualification of the Respondent.</p>	
<p>Financial Capacity The Respondent shall provide the following information:</p> <ol style="list-style-type: none"> 1. Financial Statements <p>Provide financial statements for the Respondent, including all Team Members and any Guarantors in respect of the three most recent completed fiscal years. Each financial statement must meet the following requirements:</p>	



- GAAP/IFRS: Financial statements must be prepared in accordance with U.S. GAAP or IFRS. If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a Certified Public Accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.
- U.S. Dollars: Financial statements must be provided in U.S. dollars if available. If financial statements are not available in U.S. dollars, the Respondent must include summaries of the income statements, balance sheets and statement of cash flow for the applicable time periods converted to U.S. dollars by a Certified Public Accountant with an explanation as to how they were converted.
- Audited: Financial statements must be audited by an independent party qualified to render audit opinions (e.g. a Certified Public Accountant). If audited financial statements are not available for an entity, the SOQ must include unaudited financial statements for such entity, certified as true, correct and accurate by the chief executive, chief financial officer, treasurer or a duly authorized representative of that entity.
- English: Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, translations of all financial statement information must accompany the original financial statement information.

If the Respondent is a newly formed entity and does not have independent financial statements, the Respondent shall expressly state that it is a newly formed entity and does not have independent financial statements meeting the Financial Capacity requirements discussed in this section and shall provide financial statements otherwise consistent with those required hereby for each of its shareholders/Equity Members.

If a Guarantor is a parent company of an entity to which a guarantee is being provided, the Respondent shall provide financial statements on a consolidated basis, only for each parent company entity (not for both the parent company and its subsidiary).

If an entity is performing more than one role as part of a Respondent's team, the Respondent shall provide only one set of financial statements and clearly state the roles the entity is performing.

"Financial statements" include the following:

- opinion letter (auditor's report)
- balance sheet
- income statement
- statement of cash flow
- footnotes

If an entity for whom financial statements are submitted files reports with the U.S. Securities and Exchange Commission, then the entity must provide electronic links to the most recently filed Forms 10-K and 10-Q for all such reporting entities.

In addition to all other electronic information requested in this RFQ, each Respondent must submit a copy of all financial statements digitally in searchable PDF format on one or more USB flash drives.

2. Material Changes in Financial Condition

Provide information regarding any material changes in financial condition ("Material Changes") for each entity required to provide financial statements above for the past three years and anticipated for the next fiscal quarter.



Set forth below is a representative list of events intended to provide examples of what the Authority considers a Material Change in financial condition. This list is intended to be indicative only. At the discretion of the Committee, any failure to disclose a prior or pending Material Change may result in disqualification from further participation in the selection process:

- An event of default or bankruptcy involving the affected entity, or the parent corporation or Guarantor of the affected entity or any controlled subsidiary or affiliate;
- A change in tangible net worth of 10% of shareholder equity;
- A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation or Guarantor of the affected entity;
- A change in credit rating for the affected entity or parent corporation or Guarantor of the affected entity;
- Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation or Guarantor of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
- In the current and three most recent completed fiscal years, the affected entity or the parent corporation or Guarantor of the affected entity either: (i) incurs a net operating loss; (ii) sustains changes exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 50 positions or involves the disposition of assets exceeding 10% of the then shareholder equity;
- Other events known to the affected entity which represents a material change in financial condition over the past three years, or may be pending for the next reporting period.

In instances where a Material Change has occurred, or is anticipated, the affected entity shall provide a statement describing each Material Change in detail, actual and anticipated associated changes or disruptions in executive management, the likelihood that the developments will continue during the period of performance of the Project, and the projected full extent, nature and impact, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead. Include discussion of how the change is anticipated to affect the organizational and financial capacity, ability and resolve of the entity to remain engaged in this procurement and, if short-listed, submit a Binding Proposal.

Estimates of the impact on revenues, expenses and the change in equity should be provided separately for each Material Change.

References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of Material Changes.

Where a Material Change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material changes, and those currently in progress or reasonably anticipated in the future.

If the financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a Material Change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

If no Material Change has occurred and none is pending, please include a statement to this effect.

3. Bankruptcy/Insolvency Proceedings

Provide detailed information regarding any voluntary or involuntary proceeding commenced within the most recent three fiscal years (whether or not such proceeding was ultimately dismissed) under any law relating to bankruptcy, insolvency, reorganization, or the composition or re-adjustment of debts, in respect of any entity required to provide financial statements as stated above.

4. Off-Balance Sheet Liabilities

Identify all off balance sheet liabilities in excess of \$25 million dollars in the aggregate.



Appendix 2 - Required Forms

List of Forms	
SOQ Compliant Forms	
<i>Form Name</i>	<i>Description</i>
Form 1	Form of Sworn Statement
Form 2	Form of Respondent Certification
Form 3	Form of Certification Regarding Lobbying
Form 4	Certification indicating that Respondent is not currently disqualified, removed, debarred or suspended from performing or bidding on work for federal government or any state government.



Form 1: Form of Sworn Statement

[Letterhead of each Respondent and Respondent Team Member]

UNITED STATES OF AMERICA

STATE OF

CITY OF

[Name of Representative], of legal age, married (or single), and a resident of _____, _____, in his (her) capacity as _____ of [Name of Respondent] (the "Respondent"), Employer Identification Number _____, being duly sworn, deposes and certifies that, as of the date of this Sworn Statement¹:

1. The principal office of the Respondent is located at _____.
2. The Respondent [has filed all] [has not had to file any] income tax returns with the Department of the Treasury of the Government of Puerto Rico during the past five years.
3. The Respondent does not have any Tax Debts with the Government of Puerto Rico, nor any of its instrumentalities or political subdivisions. The term "Tax Debt" means any debt for (i) income taxes, (ii) sales and use taxes, (iii) excise taxes, (iv) real or personal property taxes, (v) municipal license taxes ("patente"), (vi) special taxes levied, (vii) license rights, (viii) tax withholdings for payment of salaries, professional service fees, interests, dividends, rents or profits, (ix) unemployment or disability insurance premiums, (x) workers compensation payments, or (xi) premiums for social security for chauffeurs.
4. The Respondent will comply with the provisions of Act 2-2018, as the same may be amended from time to time, which establishes the Anti-Corruption Code for a New Puerto Rico.
5. The Respondent does not represent particular interests in cases or matters that imply a conflicts of interest, or of public policy, between the executive agency and the particular interests it represents.
6. The Respondent nor any of its presidents, vice-presidents, directors, executive directors or members of its Board of Directors, or persons that fulfill similar tasks, have been convicted nor have they pleaded guilty in Puerto Rico or United States Federal court for under Articles 4.2, 4.3 or 5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico or under the Foreign Corrupt Practices Act.

¹ All capitalized terms in this Sworn Statement that are not defined herein are used as defined in the Request for Qualification issued in June 2018 in relation to the design, installation and operation of a utility scale energy storage system.



7. Neither the Respondent nor any Team Member is under investigation in any legislative, judicial or administrative proceedings in the Government of Puerto Rico, the United States or any other country.
8. The Respondent is in compliance and will continue to comply at all times with all federal, state, local and foreign laws applicable to the Respondent that prohibit corruption or regulate crimes against public functions or public funds, including the Foreign Corrupt Practices Act.
9. The Respondent understands and accepts that any guilty plea or conviction for any of the crimes specified in crimes typified in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned, the corporation, or any special partnership that it may represent, and any government entity, public corporation or municipality.
10. The Respondent is in compliance with the provisions of the Authority's Guidelines for the Evaluation of Conflicts of Interest and Unfair Advantages in the Procurement of Public-Private Partnership Contracts, a copy of which is available at the Authority's website: <http://www.p3.pr.gov>.
11. The Respondent makes this sworn statement so that any government entity, public corporation or municipality may have knowledge of what is herewith declared and for any other administrative and/or legal purpose that may be required.
12. The Respondent subscribes this sworn statement in conformity with what is established in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico.
13. Should the Respondent have been convicted of any of the crimes described in the sixth paragraph, the Respondent must disclose the crime of which it was convicted, or to the extent applicable, the crime for which the corporation, partnership, or cooperative the Respondent represent was convicted. In addition, information as to the jurisdiction where the crime(s) was committed, as well as the year and the number of the case should be provided.
14. The Respondent understands and accept that any guilty plea or conviction for any of the crimes specified in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned, the corporation, or any partnership that it may represent, and any government entity, public corporation or municipality. (If the information was affirmative, the crimes which the person was been found or pleaded guilty must be specified)
15. That neither the signer, nor the institution that the Respondent may represent has been convicted, nor has pleaded guilty to crimes in the federal jurisdiction, or in the jurisdiction of any state or territory of the United States of America or any other country, for crimes whose elements are equivalent to those enumerated in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico.
16. The undersigned, or the institution that the Respondent may represent, _____ is or _____ is not (mark one of the previous) under investigation in any legislative process, judicial or administrative proceeding, whether in Puerto Rico, the United States of America or any other country, to participate in the award or grant of any auction or contract, respectively.
17. That the Respondent makes this sworn statement solely so that any government entity, public corporation or municipality may have knowledge of what is herewith as may be required by Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or applicable law as of this date.

In _____, _____, this ____ day of _____, _____.

[RESPONDENT]

By: _____

Sworn and subscribed to before me by _____, of the above stated personal circumstances, in his (her) capacity as _____ of _____, who is personally known to me.

In _____, _____, this ____ day of _____, _____.

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Form 2: Form of Respondent Certification

[Letterhead of each Respondent and Respondent Team Member]

Puerto Rico and the Puerto Rico Electric Power Authority
Request for Qualifications –
Design, Installation, Operation and Maintenance of a Utility Scale Energy Storage System Project (“Project”)

Dear [XXXX],

We have carefully reviewed, fully understand and have no reservation to the Request for Qualifications for the Project, dated [], 2018 (“RFQ”) issued by the Puerto Rico Public-Private Partnerships Authority (the “Authority”) and the Puerto Rico Electric Power Authority (“PREPA”) and any other documents accompanying or made a part of the RFQ. Capitalized terms used in this certificate have the meanings given to them in the RFQ.

We acknowledge and agree to comply with all terms and conditions of the RFQ, the attached Statement of Qualifications, and all enclosures thereto. Without limitation, we specifically acknowledge [REFERENCE TO SPECIFIC SECTIONS OF THE RFQ] of the RFQ.

We certify that the information contained in the attached Statement of Qualifications is truthful and that all accompanying documents are true copies of their respective originals. We further certify that the individual who has signed and delivered this certification is duly authorized to submit the attached Statement of Qualifications on behalf of the Respondent.

We further certify that no officer or employee of the Authority, PREPA or any other public agency of the Government of Puerto Rico who participates in the selection process described in, or negotiations in connection with, the RFQ (nor any member of their families) has an economic interest in or is connected with the Respondent, and no officer or employees of the Authority, PREPA or any other public agency of the Government of Puerto Rico (nor any member of their families) has directly or indirectly participated with the Respondent in the preparation of its RFQ submission.

We further certify that this submittal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a separate Statement of Qualifications or any officer, employee or agent of the Authority or PREPA and that the undersigned executed this Respondent’s Certification with full knowledge and understanding of the matters herein contained and was duly authorized to do so.

The attached Statement of Qualifications shall be governed by and construed in all respects according to the laws of the Government of Puerto Rico and the terms of the RFQ.

Yours faithfully,

*[Insert appropriate signature block for signature by a person
duly authorized to bind the Respondent or Team Member]*



Form 3: Form of Certification Regarding Lobbying

[RESERVED]



Form 4: Certification

Respondent Team:

Name of Team Member:

1. Has the Respondent or the Team Member, as applicable, or any affiliate* or any current officer, director or employee thereof, been indicted or convicted of fraud, bribery, collusion, conspiracy, antitrust, or other fraud or contract-related crimes or violations or any other felony or serious misdemeanor, or had its professional license suspended or revoked, or been subjected to disciplinary proceedings, within the past ten years?

Yes No

If yes, please explain:

2. Has the Respondent or the Team Member, as applicable, or any affiliate ever sought protection under any provision of any bankruptcy act within the past ten years?

Yes No

If yes, please explain:

3. Has the Respondent or the Team Member, as applicable, or any affiliate ever been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity within the past ten years, or is the Respondent or the Team Member, as applicable, or any affiliate currently under investigation, review or examination for such disqualification, removal, debarment or suspension or currently under disqualification, removal, debarment or suspension?

Yes No

If yes, please explain:

4. Has the Respondent or the Team Member, as applicable, or any affiliate ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten years?

Yes No

If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry:

5. Has the Respondent or the Team Member, as applicable, or any affiliate ever been found in default of any federal, state or local government agency contract within the past ten years, or is the Respondent or the Team Member, as applicable, or any affiliate currently under any notice of default or intent to default on any such contract?



Yes No

If yes, please explain:

6. To the knowledge of the undersigned, has the Respondent, the Team Member, or any affiliate thereof, as applicable, been involved in repeated or multiple failures to comply with safety rules, regulations or requirements with respect to any construction project performed or managed by the Respondent, the Team Member, or any affiliate thereof, within the past ten years?

Yes No

If yes, please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers:

7. Has the Respondent or the Team Member, as applicable, or any affiliate been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs, any applicable Puerto Rico governmental agency or any similar governmental agency in another state, province or country) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action within the past ten years, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 *et seq.*); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar law of Puerto Rico or another state, province or country?

Yes No

If yes, please explain:

8. Has the Respondent or the Team Member, as applicable, or any affiliate been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Puerto Rico Department of Labor, federal court or federal agency to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years governing prevailing wages (including, but not limited to, payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

Yes No

If yes, please explain:

9. Has the Respondent or the Team Member, as applicable, or any affiliate, or any officer, director or employee thereof, been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, within the last four years, or is the Respondent or the Team Member, as applicable, or any affiliate, or any officer, director or employee thereof, currently under investigation by any governmental agency for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract?

Yes No



If yes, please explain:

10. Does the Respondent or the Team Member, as applicable, or any affiliate have any outstanding, delinquent obligations to the Government of Puerto Rico or PREPA, including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Respondent or the Team Member, as applicable, or affiliate that is owed to the Government of Puerto Rico or PREPA?

Yes No

If yes, please explain:

11. Has the Respondent or the Team Member, as applicable, or any affiliate, under separate contract with PREPA, made any recommendations to PREPA concerning the need for the services described in the SOQ or the specifications for the services described in the SOQ (excluding recommendations given at any industry forum(s) or one-on-one meetings hosted by the Authority or the Government prior to the issuance of the RFQ)?

Yes No

If yes, please explain:

12. With respect to each of Questions 1-9 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the Respondent or the Team Member, as applicable, that could result in the Respondent or the Team Member, as applicable, being found liable, guilty or in violation of the matters referenced in Questions 1-9 above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

Yes No

If yes, please explain and provide the information requested as to such similar items set forth in Questions 1-9 above:

- * The term "affiliate" includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Respondent or the Team Member, as applicable, as a joint venture or partner and not to activities of other joint venturers or partners not involving the Respondent or the Team Member, as applicable), and other financially liable or responsible parties for the entity, that (i) within the past five years have engaged in business or investment in North America or (ii) have been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management or maintenance of any project listed by a Respondent in response to the requirements of Appendix 1, Part C of the RFQ.

Under penalty of perjury, I certify that (i) the foregoing is true and correct, (ii) to the best of my knowledge, the information given in response to the RFQ is full, complete and truthful and (iii) I am the official representative. I acknowledge, agree and authorize (and certify that the Respondent or the Team Member, as applicable, acknowledges, agrees and authorizes) that the Authority may, by means it deems appropriate, determine the accuracy and truth of the information provided by the Respondent or the Team Member, as applicable, and contact any individual or entity named in the SOQ for the purpose



of verifying the information supplied therein. I acknowledge and agree that all of the information contained in the SOQ is submitted for the express purpose of inducing the Authority to short-list proposers and to award a contract.

A material false statement or omission made in conjunction with this response is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this response thereby precluding the Respondent or the Team Member, as applicable, from doing business with, or performing work for, the Government or PREPA. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the United States, including but not limited to 18 Pa. C.S. § 4904 (relating to an unsworn falsification to authorities) and 18 U.S.C. §§ 1001 or 1341.

By: _____

Print Name: _____

Title: _____

Date: _____

Sworn and subscribed before me

this ____ day of _____, 2018.

NOTARY PUBLIC

NOTARY SEAL

My Commission Expires: _____



Appendix 3 – Project Technical Specifications

A. Frequency Control and Regulation

1. Fast active power (P) source (+/- 20 MW at point of interconnection) capable of continuously injecting or absorbing energy from the grid as a function of system frequency deviations to help manage and maintain frequency at 60 Hz.
2. Instantaneous and immediate active power (P) response of BESS proportional to frequency deviations from scheduled frequency.
3. Rate of active power (P) response of BESS to frequency deviations shall be established based on configurable PREPA selected droop characteristic (for example 5% droop characteristic or more responsive as selected by PREPA via SCADA).
4. Frequency regulation range (upper injection/lower absorption limits) should be configurable and selected by PREPA via SCADA up to a maximum of +/- 20 MW (for example +/- 15 MW, +/- 10 MW, +/- 20 MW, etc.). Asymmetrical frequency regulation ranges should be allowed (as for example +15 MW/-5 MW, +10 MW/-20 MW, etc.)
5. Capability to operate in the frequency control and regulation mode and simultaneously control the voltage by the injection or absorption of up to nominal reactive power (+/- 60 MVARs) at the point of interconnection. The frequency regulation control shall operate decoupled from the voltage regulation control mode and shall not limit the reactive power capability of the Facility (+/- 60 MVARs at the point of interconnection). Neither shall the voltage regulation control limit the active power capability of the Facility (+/- 20 MW at the point of interconnection).

B. Rapid Spinning Reserve and Fast Frequency Response

1. Instantaneous injection of reserve energy as a function of the rate of change and/or deviations of the system frequency in the event of a sudden loss of generation or unexpected ramp-up in demand.
2. Energy capability and power capacity to inject nominal active power output (20 MW at the Point of Interconnection) for 1.0 hour.
3. Injection of active power (P) within the first 3 cycles of a specific frequency deviation trigger and/or a frequency rate of change trigger (triggers are configurable and selected by PREPA)
 - a. Total configurability for PREPA selection of triggers: frequency, rate of change of frequency and instantaneous/time delay combinations.
 - b. As for example, rapid reserve might be selected to trigger if frequency decays to 59.6 Hz at a rate > 0.25 Hz/sec or drops and stays between 59.0 Hz and 59.2 Hz for > 30 seconds or drops below 59 Hz.
4. A full output response time (95% of its final output value) of 100 msec. or faster.
5. Capability to inject 150% of nominal active power output for 10 seconds at required 100 msec. response time.
6. Capability to inject 120% of nominal active power output for 30 seconds at required 100 msec. response time.
7. Capability to ramp down active power output at PREPA's pre-selected and configurable slope (MW/min or % of active power output/min) after system frequency is normalized and triggers pre-selected and configurable frequency window for a certain amount of time. It shall ramp down to PREPA's pre-selected and configurable active power output (10 MW, 5 MW, 0 MW, etc.) and be able to automatically make

- the transition and continue operating in frequency control and regulation mode in accordance with previously selected and configurable parameters
- a. Total configurability of ramp down slope in MW/minute or % of active power output/minute
 - b. Total configurability of active power output target to which the BESS shall ramp down before making the transition to operate in frequency control and regulation mode
 - c. Total configurability for PREPA selection of frequency triggers that initiate rapid reserve ramp down process: frequency limits of window range and time delay combinations that initiate ramp down.
 - d. As for example, rapid reserve ramp down might be triggered if frequency returns to 60 Hz +/- 0.1 Hz and stays in this range for at least 20 seconds or returns to 60 Hz +/- 0.2 Hz and stays in this range for at least 30 seconds.
8. Capability to ramp down active power output at PREPA's pre-selected and configurable slope (MW/min or % of active power output/min) after SCADA command is received from PREPA's Energy Control Center System Operator to automatically make the transition and continue operating in frequency control and regulation mode in accordance with previously selected and configurable parameters
- a. Total configurability of ramp down slope in MW/minute or % of active power output/minute
 - b. Total configurability of active power output target to which the BESS shall ramp down before making the transition to operate in frequency control and regulation mode
9. Capability to inject nominal active power output (20 MW) for 1.0 hour and simultaneously inject or absorb nominal reactive power (+/-60 MVARs) at the point of interconnection
- C. Short Duration Dispatchable Generation Source (for purposes of this project assume 365 full charge/recharge/yr)
1. Injection of active power at point of interconnection for a limited period of time to cover temporary generation deficits or start-up fast generating units.
 2. Constant power output mode, active power (P) magnitude and time period to be selected by PREPA from SCADA.
 3. Capability to automatically make the transition from short duration dispatchable mode to frequency control and regulation mode in accordance with previously selected and configurable parameters after SCADA command is received from PREPA's Energy Control Center System Operator.
 4. Capability to ramp down active power output at PREPA's pre-selected and configurable slope (MW/min or % of active power output/min) after SCADA command is received from PREPA's Energy Control Center System Operator to automatically make the transition from short duration dispatchable mode to frequency control and regulation mode in accordance with previously selected and configurable parameters.
 - a. Total configurability of ramp down slope in MW/minute or % of active power output/minute
 - b. Total configurability of active power output target to which the BESS shall ramp down before making the transition to operate in frequency control and regulation mode
 5. Capability to operate in the short duration dispatchable generation source mode and simultaneously control the voltage by the injection or absorption of up to nominal reactive power (+/- 60 MVARs) at the point of interconnection.
- D. Voltage Regulation and Control
1. Dynamic reactive power compensation source capable of continuously injecting or absorbing reactive power (up to +/- 60 MVARs at point of interconnection) as a function of system voltage deviations.

2. Voltage regulation strategy based 100% on power electronics technology (no passive components like capacitors or reactors, neither thyristor controlled or switched capacitors or reactors allowed to complement reactive power capability).
3. Constant voltage control shall be required (voltage set point control mode).
4. The voltage regulation set points shall be adjusted by PREPA from SCADA between 95% and 105% rated voltage at the point of interconnection. Due to the fact that the previous voltage regulation range could be expanded (for example up to 106%) if PREPA's internal analyses indicate that additional dynamic compensation is required for specific multi-contingency scenarios, the upper voltage setpoint limits should be totally configurable and adjusted from SCADA beyond the typical voltage regulation range if necessary.
5. The voltage regulation shall be based on direct measurement by means of new BESS dedicated potential transformers (PT's to be installed by Private Partner) at the point of interconnection.
6. The voltage regulation system strategy shall be based on proportional plus integral (PI) control actions with parallel reactive droop compensation. The voltage regulation droop shall be adjustable from 0 to 10% in steps not greater than 0.5%.
7. At zero percent (0%) droop, the voltage regulation system shall achieve a steady-state voltage accuracy of +/- 0.3% of the controlled voltage at the point of interconnection.
8. For voltage regulation droops between 0 and 2.5%, the voltage regulation system shall be calibrated such that a change in reactive power will achieve 95% of its final value no later than 1 sec following a step change in voltage. The change in reactive power should not cause excessive voltage excursions or overshoot. If a voltage overshoot is generated, it should be less than 1%.
9. For voltage regulation droops between 2.5% and 5.0%, the voltage regulation system shall be calibrated such that a change in reactive power will achieve 95% of its final value no later than 500 msec following a step change in voltage. The change in reactive power should not cause excessive voltage excursions or overshoot. If a voltage overshoot is generated, it should be less than 1%.
10. For voltage regulation droops between 5% and 10%, the voltage regulation system shall be calibrated such that a change in reactive power will achieve 95% of its final value no later than 100 msec following a step change in voltage. The change in reactive power should not cause excessive voltage excursions or overshoot. If a voltage overshoot is generated, it should be less than 1%.
11. The voltage regulation system dead band shall not exceed 0.1%.

E. Fast Dynamic Reactive Power Reserve and Voltage Support

1. Instantaneous injection or absorption of reactive power triggered by and as a function of the rate of change and/or deviations of the system voltage
2. Injection of reactive power (Q) within the first 3 cycles of an specific voltage deviation trigger and/or a voltage rate of change trigger (triggers are configurable and selected by PREPA)
 - a. The maximum final reactive power output value for fast dynamic reactive power reserve shall be configurable and selected from SCADA by PREPA, up to the nominal reactive power capacity of 60 MVARs
 - b. Total configurability for PREPA selection of triggers: voltage magnitude, rate of change of voltage and instantaneous/time delay combinations
 - c. For example, fast dynamic reactive power reserve of 60 MVARs might be selected to trigger if voltage decays to 109.25 kV at a rate > 2.0 kV/sec or drops below 103.5 kV
 - d. For example, instead of 60 MVARs, a fast dynamic reactive power reserve of 45 MVARs might be selected to trigger if voltage decays to 109.25 kV at a rate > 1.0 kV/sec or drops below 106.375 kV

3. A full output response time (95% of the final output value) of 100 msec or faster is required. The maximum overshoot should not exceed 5% of the ordered change and the settling time should not exceed 150 msec.
 4. Capability to inject 120% of nominal reactive power output for 3 seconds at required 100 msec response time.
 5. Absorption of reactive power (Q) within the first 3 cycles of a specific voltage deviation trigger and/or a voltage rate of change trigger (triggers are configurable and selected by PREPA).
 - a. The minimum final reactive power output value for fast dynamic reactive power absorption shall be configurable and selected from SCADA by PREPA, up to the nominal reactive power capacity of - 60 MVARs
 - b. Total configurability for PREPA selection of triggers: voltage magnitude, rate of change of voltage and instantaneous/time delay combinations
 - c. For example, fast dynamic reactive power of - 60 MVARs might be selected to trigger if voltage increases to 126.5 kV at a rate > 3.0 kV/sec or increases above 138 kV
 - d. For example, instead of - 60 MVARs, a fast dynamic reactive power of - 40 MVARs might be selected to trigger if voltage increases to 126.5 kV at a rate > 2.0 kV/sec or increases above 132.25 kV
 6. Capability to inject nominal fast dynamic reactive power reserve or operate in voltage regulation mode depending on the system voltage conditions, and simultaneously inject nominal active power output (20 MW) for 1.0 hour at the point of interconnection.
- F. Black Start Capability
1. The Facility shall provide for the BESS start-up capability and full functionality during system blackouts.
 2. The Facility shall provide for the BESS start-up capability and full functionality during unavailability of external system generation sources.
- G. BESS Full Functional Voltage Operational Range and Ride-Through Capability
1. Low Voltage Operational Range
 - a. PREPA requires the BESS to remain totally functional and online during three phase and single phase faults down to 0.0 per-unit (measured at the point of interconnection), for up to 600 msec
 - b. The BESS shall remain online and continue operating during and after normally cleared faults on the point of interconnection.
 - c. The BESS shall remain online and continue operating during and after backup-cleared faults.