REQUEST FOR PROPOSAL

# 2017-033

2 MW / 4 MWh
BATTERY ENERGY STORAGE SYSTEM

Release Date: August 28, 2017
Proposals Due: October 4, 2017

Proposals must be submitted via E-mail to
PECbidresponse@peci.com
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1.0 INTRODUCTION

Located in Central Texas, PEC is the largest electric distribution cooperative in the United States. Currently, the Co-op serves over 295,000 active accounts covering an area roughly 8,100 square miles with 21,000 miles of line, all encompassed by 24 counties and 45 franchise cities. The Co-op has experienced tremendous growth, serving some of the fastest regions in the U.S. In 2015, the Co-op distributed nearly 5.5 billion kilowatt-hours (kWh) and saw a growth of almost 10,000 meters. Safety and reliability are a high priority for the Co-op, with a 2014 System Average Interruption Duration Index (SAIDI) of 63 minutes, placing the Co-op among the leading utilities in reliability.

PEC primarily buys its electricity from the Lower Colorado River Authority (LCRA), a wholesale supplier. Unlike many other distribution utilities, PEC’s contact with the LCRA allows for load release up-to 35%. This allows for PEC to promote other forms of generation at a more flexible and affordable rate than other utilities, while also encouraging distributed generation within the membership. PEC continues to ensure that our systems are resilient and can continue to increase reliability.

The energy storage project introduces solutions that can enhance generation from renewable sources while firming reliability using energy storage.

PEC Fast Facts:
- Top 20% Reliability Nationally Among Electric Cooperatives per CFC’s Key Ratio Trend Analysis
- 5,505,8943 MWh Total Billed Megawatt-Hours of Power
- 7.7% Renewable Power Distributed in PEC’s Total Energy Mix
- Over 1200 Total PEC Distributed Generation Interconnections
- 7 kW Average Residential Solar Installation
• 53% Power Generated from Natural Gas in PEC’s Total Energy Mix 2015

2015 Conservation and Renewable Energy Stewardship:
• Adopted a landmark resolution to add 15 MW of distributed solar energy to the PEC power mix
• Added 375 new distributed generation interconnections
• Development and launch of a community solar plan
• Initiated the Empower Loans Program to offer members low-cost financing to interconnect residential or commercial solar and/or battery storage
• Streamlined the renewable generation interconnections process
• Introduced the Honeywell Energy Platform audit tool for use with free home energy audits
• The PEC MyUse Energy Analyzer online tool allows members to analyze and adjust electricity consumption
• Participation in the National Rural Electric Cooperative Association’s NRECA International program helping electrify the under developed parts of Haiti

PROJECT BACKGROUND

This Request For Proposals (RFP) is seeking turnkey quotes from qualified contractors to engineer, procure and construct (EPC) either a 2 MW / 4 MWh battery energy storage system (BESS), in accordance with the Specifications and Scope of Work.

The Texas Commission on Environmental Quality (TCEQ) and Texas Emissions Reduction Plan (TERP) have selected Pedernales Electric Cooperative, Inc. (PEC) as a participant in the 2017 New Technology Implementation Grant (NTIG) Program. The primary objective of the NTIG program is to offset the incremental cost of the implementation of existing technologies that reduce the emission of pollutants from facilities and other stationary sources including energy storage projects in Texas. The goals of the NTIG are to:
• Improve the quality of air in Texas to meet federal standards established under the Federal Clean Air Act (42 U.S.C. Section 7407).
• Facilitate the implementation of new technologies to reduce emissions from facilities and other stationary sources in this state.
• Adequately fund the implementation of new technologies that will make the state a leader in new technologies that can solve the state’s environmental challenges while creating new business and industry in the state.

PEC is seeking proposals from Project Teams (Proposer/Respondent) that are qualified to provide in all activities necessary to deliver the Project, as described in the Scope of Work in Section 3.0. Proposers must fulfill the Scope of Work, Submittal Requirements and Proposal Requirements in Sections 5.0 and 6.0. The Selection Process and Evaluation Criteria that PEC intends to use are set forth in Section 7.0. Upon selection of the Contractor, PEC will negotiate the terms and conditions of a Project Development Agreement (PDA) that will govern how the Selected Team will fulfill the Scope of Work. If PEC and the Selected Team reach agreement, work will commence under the PDA. However, if no such agreement is reached, PEC will terminate negotiations with the Selected Team and will initiate negotiations with another Finalist identified in the Selection Process, pursuant to Section 7.0 of this RFP. PEC reserves the right to cancel this RFP at any time.

The Schedule for Nomination, Selection and Award is reflected in Section 5 of this RFP and may be modified at the sole discretion of PEC. All Proposals shall be subject to the Special Conditions in Section 8.0 of this RFP.
Any work performed by a Proposer in connection with evaluating and responding to the RFP and, if selected, negotiating a definitive agreement will be at the Proposer's own discretion and expense.

## 2.0 PROJECT DESCRIPTION

PEC is soliciting proposals from experienced Project Teams (Proposers) for the engineering, design, procurement, installation and commissioning of a 2.0 MW / 4.0 MWh lithium-ion battery energy storage system (BESS) according to the Scope of Work in Section 3.0. The project will be installed at the Johnson City Substation (Figure 3) and the Contractor will be responsible for interconnecting the BESS at 12.5 kV. PEC seeks a fixed purchase for a “turn-key” system that will be fully operational upon commissioning. PEC also intends to enter into a 1-3 year Maintenance and Monitoring (M&M) Contract for the BESS with a possible option to extend a O&M contract at the completion stage of the M&M requirements.

The selected Contractor shall engineer, design, procure equipment and materials, obtain required permitting (including ERCOT studies), obtain easements and right of way (if necessary), construct, install, interconnect, test and commission the BESS. The selected Contractor will work with PEC and Fractal Energy Storage Consultants (the Project Coordinator). Respondents should demonstrate previous successful completion of energy storage systems using similar technology.

The value of the BESS will be assessed using total cost of ownership and present value methodologies based on a 20-year life. The cost of energy, maintenance, roundtrip efficiency, spare parts, uptime guarantee and performance degradation (among others) will be considered in the evaluation process.

### Project Specifications

<table>
<thead>
<tr>
<th>Project Specifications</th>
<th>2.0 MW / 4.0 MWh</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nominal Energy / Power Rating</td>
<td>2.0 MW / 4.0 MWh</td>
</tr>
<tr>
<td>Chemistry</td>
<td>Lithium-ion</td>
</tr>
<tr>
<td>Interconnection Voltage</td>
<td>12.5 kV</td>
</tr>
<tr>
<td>Interconnection Location</td>
<td>Johnson City Substation 201 Los Encinos Drive, Johnson City, TX 78636</td>
</tr>
<tr>
<td>Capacity Retention</td>
<td>System to be sized to retain at east 80% of Beginning of Life (BOL) capacity rating at 10 years</td>
</tr>
<tr>
<td>System Frequency</td>
<td>60 Hz</td>
</tr>
<tr>
<td>Noise Emissions</td>
<td>&lt;60 dB Measured at the fence line of the project site</td>
</tr>
<tr>
<td>-----------------</td>
<td>------------------------------------------------------</td>
</tr>
<tr>
<td>Communications</td>
<td>Modbus RTU, Modbus TCP, or DNP3</td>
</tr>
<tr>
<td>THD</td>
<td>&lt; 3%</td>
</tr>
<tr>
<td>Response Time</td>
<td>Maximum 100 millisecond response time from 100% charge to 100% discharge output and vice versa</td>
</tr>
</tbody>
</table>

**Duty Cycle***

| A. Solar Shifting | One (1) full cycle per day. |
| B. FRRS          | Fast Responding Regulation Service (FRRS), |

*Please request a .CSV of the combined duty cycle

<table>
<thead>
<tr>
<th>Major Equipment</th>
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</thead>
<tbody>
<tr>
<td>Batteries</td>
</tr>
<tr>
<td>Inverter</td>
</tr>
<tr>
<td>MV Transformer</td>
</tr>
<tr>
<td>Battery Enclosure(s)</td>
</tr>
<tr>
<td>Energy Management Software</td>
</tr>
<tr>
<td>Utility Metering</td>
</tr>
</tbody>
</table>

The BESS shall be in accordance with the requirements of the appropriate codes and standards. All documents, drawings, instruction manuals and test certificates shall use English units.

### 3.0 SCOPE OF WORK

The Scope of Work covers the engineering, design, procurement, installation and commissioning of a fully operational BESS according to the specifications described in Section 2.0.

The Selected Team shall be responsible for:

- Obtaining Necessary permits
- Preparing and submitting a detailed Master Project Schedule
- Preparing the installation design to include all electrical, mechanical and civil systems
- Preparing the site and executing civil works
- Procuring, transporting, delivering and proper storing of equipment
- Adhering to all applicable codes and standards
- Installing all enclosures/skits, inverters, switchgear, controls, transformers, protection relays, ERCOT metering, IT/communication equipment, breakers, cabling and associated relaying
- Providing full documentation of all equipment, warranties, manuals, etc.
- Commissioning of the BESS
- Training for PEC qualified personnel
- Completing factory acceptance test and site acceptance tests
- Assisting in ERCOT testing
Energy Management System (EMS) and Controls
The control system shall be designed to provide for automatic, unattended operation of the BESS. However, the control system design also shall provide for local manual operation, remote operation, dispatch of the BESS from PEC’s SCADA system, or a local Modbus portal. All modes of operation and its operational set-point functionality shall be remotely adjustable from the PEC offices to allow change in settings and to turn on/off all controls or modes when appropriate.

- Local Modbus portal shall have access to all of the BESS’s system data and have ability to be the Master Controller for real and reactive power commands.

The EMS controller (computer and software) shall be provided to manage system operation to include but not limited to:

- Interface with inverter controller
- Battery management systems
- Control battery charging, discharging, and state of charge
- Provide alarming for out of specification conditions and malfunctions
- Communication interface with PEC & ERCOT EMS and PEC’s PI system.
- Communication to the transformer high side circuit breaker protection scheme to protect the BESS from system abnormities such as faults, under frequency, over frequency, etc.
- HMI’s are to be located in the battery enclosure or PDC, and in the PEC control room.
- Energy management software communication protocols shall be Modbus RTU, Modbus TCP, or DNP3

Battery Enclosure(s)
The Contractor is responsible for:

- Performing all engineering, fabrication and supply of the components of the BESS enclosure and pertinent assemblies and accessories
- Ensuring design is in accordance with all applicable specifications and meets minimum Compliance and Certification Specifications
- Including all necessary plumbing, lighting, fire protection and electrical outlets as well as facilities for ambient temperature, humidity and dust control, as required
- Designing and supplying a fire suppression system to operate with automatic activation. Alarms to be annunciated locally and be transmitted via the PCS/PLC system.

Electrical Equipment

- Bidder shall provide all electrical equipment required for a fully functional BESS including the 12.5 kV interconnection to PEC’s open bus position. The equipment shall include but is not limited to:
  - All power transformers
  - All current transformers and potential transformers
  - Surge protection and overhead lightning protection of the BESS area
  - All circuit breakers and disconnect switches
  - System alarm and fault recording
  - Harmonic filters as required by the specific harmonic performance
- All necessary equipment for the control, protection, signaling and measurement system of the BESS and interface to Utility network control.
- Auxiliary AC and DC power distribution, including protection, batteries and chargers.
- A ground mat shall be installed for the BESS and connected to the existing substation ground mat.
- All cabling for the BESS equipment.
- Install a below grade conduit system from the BESS to the substation control house or tie into the existing conduit system to install all control and fiber optic cables.
- All power cables shall be installed in a concrete encased duct system
- Enclosure to house 12.5 kV breaker protective relays
- Any auxiliary AC electrical equipment required for the BESS system shall be on a separate AC electrical circuit separate from the BESS system with service to be provided by PEC from the substation up to the battery fencing perimeter with the contractor completing the installation for said systems from that point

**Construction**

The Contractor is responsible for:

- Obtaining necessary construction permits
- Planning and execution of site project safety plan
- Performing geotechnical investigation to support equipment foundation design
- Leveling the project site and covering with crushed stone per PEC specifications
- Identifying requirements and arranging for construction trailers, staging, equipment laydown and personnel parking. If space is required outside of the existing area it is the responsibility of the Contractor to arrange for space and provide fencing.
- Site security
- Installing electrical and communication cabling between enclosures or equipment underground in concrete encased duct system
- Identifying requirements and making arrangements for temporary construction power, sanitary services, water, additional security and IT/communication
- Revising the site drainage plan as required to accommodate the BESS equipment (SWPP planning, monitoring, and reporting).
- Ensuring batteries stored on site shall be maintained in climate controlled shipping enclosure and protected from the weather

**SCADA Integration**

The Contractor’s SCADA design and the BESS control system interface shall be integrated with PEC’s existing SCADA system and associated RTU communication network. The engineering tasks shall include, but not be limited to, the following:

- DNP3/serial protocol to be utilized for all communications between the BESS control system interface and data concentrator
- A SCADA points list shall be prepared by the Contractor and submitted to PEC for review and approval
- The BESS control system interface will have the ability to accept Automatic Governor Control setpoint signals from SCADA master station or a PEC local controller
- The ramp rate of charging and discharging of the BESS shall be programmable or set to a defined value by manually entering a value into the BESS HMI or by the PEC SCADA system communicating a ramp rate set point.
- Provide monitoring access and control access to all proposed BESS modes of operation, state of charge, kW/kVAR setpoints, local/remote control, and BESS alarms/status, etc.
- The Contractor shall prepare plan and section drawings for the SCADA/data concentrator integration showing the location of all equipment. The Contractor shall provide complete testing procedures for the BESS equipment and control system and provide commissioning of the data concentrator/SCADA integration. The prepared testing procedures shall be submitted to PEC for review and approval before any testing work is done. A final report detailing the work completed, all test forms, and any marked-up drawings shall be submitted to PEC.

**Performance Guarantee**

The Contractor shall guarantee:
- The BESS power output of 2.0 MW with at least 85% efficiency at the ERCOT meter for 5 years. If BESS output drops below 2.0 MW or 85% efficiency, the Contractor shall augment or replace batteries/equipment to achieve 2.0 MW output.
- The BESS energy output of at least 80% of 4 MWh at the ERCOT meter for 5 years. If BESS output drops below 80% capacity, the Contractor shall augment or replace batteries.

**Testing**

The Contractor shall:

- Submit capacity testing data for 100% of the production cells to ensure compliance with design requirements. At a minimum, the following capacity tests shall be performed.
  - Amp-hour
  - Watt-hour
- Measure round-trip efficiency at the ERCOT meter
- Provide certification of Site Acceptance Testing

**Full Service Maintenance and Monitoring**

The Contractor shall provide:

- Full-service maintenance and monitoring of the BESS for a period of 1-3 years after commissioning with options to extend.
- The maintenance and monitoring shall include all aspects of daily operation and monitoring of the BESS and all periodic maintenance procedures (e.g. daily, monthly, quarterly, semi-annually, annually) covering electrical systems, mechanical systems, grounding/lightning protection systems, fire suppression systems, vegetation control, fencing repairs, etc.
- Monitor Points shall include but not be limited to: AC – Voltage, Current, Power factor, kW, kVA, kVAR. DC – DC voltage and current. Points of monitoring TBD during design. Also, battery temperatures shall be monitored at a minimum of 4 points per battery rack.
- Contract performance shall be evaluated monthly.

**Alerts and Alarms**

The Contractor guarantees that the BESS shall have a minimum of the following capabilities:

- Alert PEC, via SCADA, when the number of failed or inadequately performing cells or other determined conditions indicate that:
  - Preventative maintenance should be performed to keep the BESS at the specified performance levels.
  - The BESS is in imminent danger of failing to meet specified performance levels or potential safety hazards exist.
  - The BESS can no longer meet the specified performance criteria or safety hazards exist.
  - During the Maintenance and Monitoring contract period of 1-3 years:
    - The Contractor shall have the capability to remotely monitor the BESS and independently and automatically be alerted to the BESS’s alarm conditions without relying on PEC personnel to communicate such an alarm condition exists.
    - The Contractor shall have the capability to respond to alarm conditions and provide required service to correct such alarm conditions within one hour from the inception of the alarm condition.
    - The Contractor shall include, in the Operation and Maintenance Manual, the recommended corrective action and maintenance procedures for each alarm level or observed condition provided.

**Fire Suppression/Protection**
The Contractor shall design and install a fire protection system that conforms to national and local codes, preferably using an inert gas agent, and is in accordance with Factory Mutual Insurance Company’s latest published standards.

**Data Acquisition**
The Contractor must provide the following capabilities:

- The BESS should have the ability to remotely access and monitor the data as well as have a 180-day on-site memory storage capacity.
- Data points shall have the ability be recorded at a minimum of 4-second intervals, with the capability for instantaneous collection of data when data is outside of set parameters.

**Project Documentation**
At minimum, the Contractor’s project documentation shall be delivered by commissioning and consist of the following:

- Full documentation of all equipment, warranties, manuals, etc.
- Conceptual design package
- Complete design package, Bill of Materials (BOM) and calculations
- Network diagram of BESS and SCADA points list
- Complete commissioning plan including test and startup procedures
- Complete set of as built drawings post construction
- Complete set of test results (FAT, SAT, etc.) package for record
- Statement of completion
- Installation manuals, instruction manuals and operation guides for all equipment and subsystems. Specific instruction manuals for operation of the BESS are required
- Other documentation that would reasonably be required for PEC to document the construction of the BESS and operate the BESS in the future
- BESS Control and protective settings
- Maintenance Schedule
- Software Documentation
- As-built drawing and documentation upon final Project acceptance
4.0 PRE-PROPOSAL ACTIVITIES

QUESTIONS

The Proposer shall submit via email pertinent questions regarding the RFP no later than 10:00 a.m. Central Time on September 27, 2017, to:

ATTN: Dayna Thompson
Email: Procurement@peci.com
Subject: PEC Battery Energy Storage System RFP

Questions and answers will be shared with all interested Proposers via an addendum to the RFP. PEC reserves the right not to respond to any request they deem inappropriate or superfluous.

MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT

A Mandatory Pre-Proposal meeting will be held on September 20, 2017 at 10:00 a.m. in the Auditorium at the Pedernales Electric Cooperative Headquarters at 201 South Avenue F, Johnson City, TX 78636. The general purpose of this meeting is to allow attendees to gain a clear understanding of the Project and documents, and to provide an opportunity for attendees to ask questions, obtain clarification, visit the specific site, and network with other attendees. R.S.V.P. is required and there is a limit of 5 people per team. Please R.S.V.P. with the names of attendees by September 18, 2017, no later than 3:00 p.m., to Dayna Thompson at Procurement@peci.com.

Any oral responses provided by PEC staff at the Pre-Proposal Meeting shall be preliminary. Any oral response given at the Pre-Proposal Meeting that is not confirmed in the written summary of the Pre-Proposal Meeting or by a subsequent addendum shall not be official or binding on PEC. Only written responses shall be official and all other forms of communication with any officer, employee or agent of PEC shall not be binding on PEC.

5.0 SUBMITTAL REQUIREMENTS

PROPOSAL DUE DATE

Responses to this RFP must be received by PEC no later than 4:00pm CST on October 4, 2017. Only complete and timely proposals will be considered. The entire submission must be in electronic form as a searchable PDF. No hardcopies will be accepted. Proposals must be submitted via email to PECbidresponse@peci.com. “PEC Battery Energy Storage System Proposal” must appear in the subject line.

It is the sole responsibility of the Proposer to ensure that their proposal is complete and properly submitted, including all necessary attachments, letters or other supporting documentation. At its sole discretion, PEC may request supplemental materials from the Proposer and such materials must be submitted within 10 days of the request or the proposal may be rejected without further review.

Any proposal received after the deadline shall be considered late and non-responsive and will not be evaluated for award.
SCHEDULE OF EVENTS

These dates are tentative only and subject to change at any time. Should the listed dates change, PEC will notify the Proposers, however it is the Proposer’s sole responsibility to keep informed of the Schedule.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Posting</td>
<td>August 29, 2017</td>
</tr>
<tr>
<td>Web Conference</td>
<td>September 6, 2017</td>
</tr>
<tr>
<td>Mandatory Pre-Proposal Meeting and Site Visit</td>
<td>September 20, 2017</td>
</tr>
<tr>
<td>Deadline for emailed clarification questions</td>
<td>September 27, 2017</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>October 4, 2017</td>
</tr>
<tr>
<td>Board and executive approval to enter contract negotiations with Selected Team</td>
<td>November 1, 2017</td>
</tr>
<tr>
<td>Board and executive approval of Agreement</td>
<td>November 29, 2017</td>
</tr>
<tr>
<td>Contract Execution and NTP</td>
<td>December 20, 2017</td>
</tr>
<tr>
<td>Factory Acceptance Test</td>
<td>March 2, 2018</td>
</tr>
<tr>
<td>Complete Construction</td>
<td>March 30, 2018</td>
</tr>
<tr>
<td>Site Acceptance Test and ERCOT testing</td>
<td>April 6, 2018</td>
</tr>
<tr>
<td>COD and ERCOT Operations</td>
<td>April 13, 2018</td>
</tr>
<tr>
<td>Final Completion</td>
<td>April 30, 2018</td>
</tr>
</tbody>
</table>

Additional events may be scheduled after the RFP is distributed, such as reference checks, site visits, and executive or Board approval.

6.0 PROPOSAL REQUIREMENTS

Prior to submission of the proposal the Proposer shall have made a careful examination of the RFP and made every attempt through the mechanisms provided to gain a clear understanding of the services required to complete the set of deliverables specified. Proposers shall comply with all applicable statutes, laws, and regulations, which may govern this performance under this proposal.

The following guidelines and information are provided for standardizing the preparation and submission of the Proposals. The intent is to assist Proposers in the preparation of their submissions and to assist PEC in simplifying the review process. The Proposer shall be concise, well organized, and demonstrate the Proposer’s understanding of the Scope of Work.

The Proposal shall be submitted in a text-searchable PDF on or before the RFP response deadline identified in Section 5.0. Proposals should be no more than 30 pages, excluding appendices.

The Proposals should include the following information in the order listed.

1. **Proposal Cover Letter.** Proposers should include a cover letter that:
   - Clearly indicates the Proposer has carefully read all the provisions of the RFP
   - Includes a commitment by the Proposer, if selected, to enter into good faith negotiations of the PDA with PEC.
• Names the person(s) authorized to make representations on behalf of Proposer (including for each person their title, address, e-mail address and telephone numbers).

2. **Table of Contents.** A table of contents shall be included in the Proposal, itemizing the sections and subsections of the Proposal.

3. **Executive Summary.** The executive summary shall include:
   • A summary, in clear and concise language, of the information contained in the proposal.
   • Major facts or features of the Proposal, including any conclusions, assumptions, and recommendations Proposer desires to make.

4. **General Information.** Respondent shall submit a General Information Form, found in the RFP as Attachment A.

5. **Litigation Disclosure Form.** Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment B. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

6. **Proof of Insurability.** Each Respondent shall submit a copy of its current insurance certificate and affirm its commitment to insure for the types of coverages and at the levels specified in this RFP if awarded a contract.

7. **Vendor Information Form.** Vendor forms can be obtaining on our website ([https://www.pec.coop/Home/Vendors.aspx](https://www.pec.coop/Home/Vendors.aspx)). If PEC has not awarded your company a PO within the last 24 months, please provide the following documents:
   • A completed Vendor Information Form
   • A completed IRS W9 Form
   • A completed PEC Electronic Payment Form

8. **Price Schedule.** Respondent shall submit a Price Schedule (Attachment C). These prices will be used to evaluate the proposals.

9. **Project Team.** The Proposer shall:
   • Provide an organizational chart and a description of responsibilities for each entity, persons, or firm involved with the Project
   • Overall Team Leader and his/her full contact information
   • Provide roles and bios of personnel to be directly involved with the Project

10. **Qualifications and Experience.** The Proposer shall have experience completing similar projects. The Proposer shall provide the following information regarding the Project Team’s qualification and experience:
    • Recent Projects. Provide a table of recent and similar projects to include:
      o Project Name
      o Project Location
      o Project Size (Power / Energy)
      o Applications Performed
      o Date of Commissioning
      o Role your organization performed for the project (contractor, subcontractor, design, consultant, integrator, component supplier, etc.)

11. **Project References.** Respondent shall submit Project References (Attachment D).

12. **Technology Specifications.** Respondent shall include a description and information demonstrating its ability to meet the Specifications, or shall itemize and describe any proposed deviation. The proposer shall provide:
    • Lithium-ion sub-chemistry
    • Degradation curves (Cycle and Calendar)
• Battery replacement schedule, including information pertaining to battery replacement costs and a description of escalation factors used to determine actual battery costs at the time of replacement.
• Roundtrip efficiency at different charge rates and SOC levels
• Response Times (in milliseconds)
  o 0% to 100% power
  o -100% to 100% power
• Material Safety Data Sheets

13. **Design Package.** The Proposer shall submit:
   • One-line drawings of all major components
   • Conceptual design
   • Specification sheets from manufacturers of all major components

14. **Spare Parts.** The Respondent shall evaluate its design with regard to failure rates and the BESS reliability. The Respondent shall provide a recommended spare parts list, including prices and availability.

15. **FAT / SAT.** The Proposer shall submit a description of the Factory Acceptance Test (FAT) and Commissioning Plan process to include the Site Acceptance Test (SAT).

16. **O&M.** The Proposer shall:
   • Itemize O&M annual costs to include:
     o Fixed
     o Variable
   • Provide a description of all required maintenance activities, including estimated man-hours and frequency of occurrence and cost for each activity, and any system downtime

17. **Training Plan.** The Proposer shall provide a detailed description of a training plan for PEC personnel including a sample schedule.

18. **Warranty.** A detailed description of Proposer’s standard warranty and a statement of agreement with an itemized list of any exceptions for the following warranties:
   • Five (5) years with 80% energy capacity
   • Extended: Up to twenty (20) years

19. **Uptime Guarantee.** Submit the anticipated Uptime of the BESS (minimum 95%):
   • Uptime (%) = [(Hours per month) – (Scheduled maintenance) – (Unscheduled maintenance)] / [(Hours per month) – (Scheduled maintenance)]
   • The penalty for uptime infraction is the applicable revenue lost during downtime. Since the BESS will be performing ERCOT market services, the lost revenue will be calculated using the appropriate market clearing prices (e.g., FRRS Up/Down, Responsive Reserves, Day-Ahead or Real-time energy).

20. **Software.** Submit any licensing agreement for any third party software.

21. **Project Schedule.** Provide a Project schedule (Gantt chart) that presents the major activities necessary to commission the Project:
   • Include all major activities and identify all activities and milestones necessary to successfully deliver a fully operational project.
   • Include activities of preparing and submitting an ERCOT interconnection request.

22. **Financial Strength.** Provide as attachments:
   • Audited financial statements for the most recent two years
   • Project team must demonstrate financial capability to meet construction insurance and bonding requirements, as well as continuing liability insurance

23. **Safety Record:** The Proposer shall:
   • Provide evidence of the project teams Worker’s Compensation Insurance policy coverage and policy necessary documents that indicate the policy is in good standing.
• Listing of project team safety incidents for the last three years.

24. **Signature Page.** The Proposer must complete, sign and submit the Signature Page found in this RFP as Attachment D. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal.

25. **Proposal Check List.** The Proposer must initial and submit the Proposal Check List found in this RFP as Attachment F.

The Proposer is expected to examine this RFP carefully, understand the terms and conditions for providing the goods or services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT’S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.
# 7.0 EVALUATION CRITERIA

## EVALUATION CRITERIA FOR AWARD

Award of the contract will be made at the discretion of PEC.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Ranking Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Completion of all requirements in the correct format.</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>2. <strong>Technical Feasibility</strong> – An assessment of the bidder’s ability to deliver the indicated products/services in accordance with the specifications set out in this RFP. Points will be awarded by examining a number of factors, including technology, operational, and resource feasibility and by examining the level of development, functionality and robustness offered by the Human Machine Interface (“HMI”) and the ability for the HMI and SCADA system to interface with the existing PEC network and SCADA System. There should be adequate and appropriate data to describe the technology and its intended operation, including the physical size, operational and maintenance needs of the technology and warranties. This information should be presented in a clear and orderly fashion.</td>
<td>25%</td>
</tr>
<tr>
<td>3. <strong>Previous Project Experience &amp; Financial Stability</strong> - Points will be awarded based on the amount of successfully implemented previous project experience presented that is of similar size and technology. Feedback from past customers shall be taken into consideration. PEC may reach out to references provided by Proposers. Proposer and major equipment vendors must also be financially stable companies capable of providing long-term service of the BESS, uptime guarantees and warrantee obligations. Points will also be awarded based on Proposer’s ability to provide emergency response repair service in a short amount of time.</td>
<td>25%</td>
</tr>
<tr>
<td>4. <strong>Project Management, Plan and Schedule</strong> - The experience of the specific project manager and project team / subcontractors proposed will be factored into the evaluation. Points will be awarded based on the completeness and description of a well thought out and well-presented project plan tailored to the specific Project objectives and Proposer’s ability to meet the proposed schedule.</td>
<td>15%</td>
</tr>
<tr>
<td>5. <strong>Overall Cost of Bidder’s Proposal</strong>. The value of the BESS will be assessed using total cost of ownership and present value methodologies based on a 20-year life. The cost of energy, maintenance, roundtrip efficiency, spare parts, warranties, uptime guarantee and performance degradation (among others) will be considered in the evaluation process.</td>
<td>35%</td>
</tr>
</tbody>
</table>
NOMINATION AND SELECTION PROCESS

PEC will establish a Selection Panel (Panel) for the evaluation of proposals. The Panel will include representatives or their designees from PEC and Fractal consultants. Based on the Proposals submitted, the Panel will select a short list of qualified Proposers for this Project.

The Panel will interview the short-listed Proposers and request a Best and Final Offer (BAFO). Based on the interview and BAFO, PEC will select a finalist to conduct contract negotiations. The PEC board of directors has the final authority for selection. If the negotiating team is unable to reach an acceptable PDA with the Contractor, negotiations will be terminated and negotiations with another short-listed Proposer will be initiated.

8.0 SPECIAL CONDITIONS

AWARD OF CONTRACT AND RESERVATIONS OF RIGHTS

PEC reserves the right to award one, more than one or no contract(s) in response to this RFP.

A Contract (as defined herein), if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to PEC, as determined by the Evaluation Committee and the originating Department Manager.

PEC may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of PEC. However, final selection of a Respondent is subject to PEC’s Evaluation Committee and originating Department Manager.

PEC reserves the right to accept one or more Proposals or reject any or all Proposals received in response to this RFP, and to waive informalities and irregularities in the Proposals received. PEC also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

No work shall commence until PEC signs the Contract and Respondent provides the necessary evidence of insurance or bonds as may be required in this RFP and the Contract. The Contract is not binding on PEC until executed by the originating Department Manager, the Chief Executive Officer or an officer of the Board of Directors as may be required by PEC’s approval guidelines. In the event the parties cannot negotiate and execute the Contract within the time specified, PEC reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit PEC to enter into the Contract, award any services related to this RFP, nor does the RFP obligate PEC to pay any costs incurred in preparation or submission of a Proposal or in anticipation of the Contract.

If selected, Respondent will be required to comply with the requirements established herein.

Invoicing: PEC will be invoiced monthly for all amounts payable by PEC pursuant to the terms hereof. Required documents will be provided to PEC by Selected Respondent for review and approval of invoices. Invoices are payable to the remittance name and address listed on the submitted invoice(s). No payment made to Selected Respondent shall be construed as an acceptance or approval of any of workmanship or materials or construed as a waiver of any claim or right that PEC may then or thereafter have against Selected Respondent.
Invoices must be accompanied by Selected Respondent's material invoice.

All invoices must be emailed to accounts.payable@peci.com with a copy to the appropriate district or location contact person.

No payment shall be due while Selected Respondent is in default in respect of any of the provisions of the Agreement, and PEC may withhold from Selected Respondent the amount of any claim by a third party against either the Selected Respondent or PEC based upon an alleged failure of the Selected Respondent to perform the Services hereunder in accordance with the provisions of the Agreement, the Purchase Order and any applicable Change Order or Change Directive.

The successful Respondent must be able to formally invoice PEC for services rendered, incorporating the iVUE-generated contract and purchase order numbers that shall be provided by PEC.

Conflicts of Interest. This RFP is specifically intended to facilitate the evaluation and selection of a business-to-business partnership. All Respondents shall disclose any possible or actual conflict of interest that a Respondent may have with the interest of PEC. Possible or actual conflicts of interest include, but are not limited to, situations where an owner, investor or employee of a Respondent, or a relative of such a person, is a PEC employee or director, circumstances where a Respondent's clientele includes parties with interests adverse to PEC's interests. If a Respondent is uncertain whether a circumstance poses a conflict or possible conflict, the circumstance should be disclosed.

A Respondent will not be automatically disqualified based on a report of a conflict or possible conflict. However, PEC reserves the right to disqualify a Respondent based upon such a report, or upon failure to disclose a conflict or possible conflict. If a contract is awarded, failure to report a conflict or possible conflict may serve as grounds for PEC to terminate such a contract.

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with the Contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that PEC shall in no way be responsible for Respondent's actions, and that no Respondent will have any authority to bind others or to hold out to third parties, that it has such authority.

Non-solicitation. Respondent shall not hire or solicit or endeavor to influence any personnel of PEC to seek employment or a contractor relationship with Respondent while this Agreement is in effect and for a period of six (6) months after termination or expiration of this Agreement without PEC's prior written consent. Notwithstanding the foregoing, PEC shall have the right to hire any individual who, without other solicitation, responds to employment advertising in the newspapers, trade publications, or other public commercial media or any unsolicited walk-in candidates.

Other Contracts. PEC may undertake or award other contracts for additional work at or near the site of Project under this Agreement. Respondent shall fully cooperate with the other contractors and with PEC and shall carefully adapt scheduling and performing the Services under this Agreement to accommodate the additional work, heeding any direction that may be provided by PEC. Respondent shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PEC's employees.
NOTICE OF PUBLIC DISCLOSURE

PEC reserves the right to accept or reject any or all proposals, or to accept multiple proposals, and is not obligated to contract for any of the products/services described in this RFP. PEC is under no obligation to accept any proposal, nor is PEC obligated to accept the lowest cost proposal, as there are many other factors which will be considered in the review and analysis of the proposals. PEC may at its sole option determine to revise or withdraw this RFP at any time. All Proposers, by submitting a proposal, agree that they will not seek any legal recourse against PEC for rejection of their respective proposal, or for any other matter related to PEC’s actions or inactions on the proposal.

CONFIDENTIALITY, ETHICS AND REPORTING

PEC is subject to an Open Records Policy adopted by its Board of Directors and a Designation of Competitive Matters adopted by its Board of Directors. Any information deemed to be confidential or proprietary by Respondent should be clearly noted. PEC may withhold public access to such records or applicable portions thereof, when it is or contains information, including pricing information, that, if released, would give advantage to a PEC Competitor (as defined in the Designation of Competitive Matters) or bidder; trade secrets obtained from a person and privileged or confidential by statute or judicial decision; commercial or financial information for which disclosure would cause competitive harm to the person from whom the information was obtained; contract drafts, term-sheets, letters of intent, and other contract materials related to the items listed above. If another party requests access to information marked confidential, then PEC shall ask Respondent if the information may be released.

All information regarding PEC furnished or available to Respondent under this Agreement including, without limitation, any Purchase Order or any customer information, is confidential information (and shall be included within the defined term "Confidential Information") and shall not be disclosed by Respondent to any person or entity other than Respondent's employees having a need to know such information to perform Respondent's duties and obligations under this Agreement. Additionally, Respondent shall not disclose to any third party, including, but not limited to Respondent's subcontractors, affiliates or agents, any Confidential Information without PEC's prior written consent. Respondent shall protect such Confidential Information with a degree of care at least as restrictive as it uses to protect its own confidential information, which in any event shall be no less than a reasonable degree of care. Respondent shall only use such Confidential Information solely in connection with performing the Services under this Agreement. Upon PEC's request, Respondent shall promptly return to PEC or destroy such Confidential Information, as PEC may instruct. If disclosure is required by law, then Respondent shall immediately notify PEC in writing of the existence, terms and circumstances surrounding the request so that PEC may, in its sole discretion, seek a protective order or other appropriate remedy and/or take steps to resist or narrow the scope of the disclosure sought by such request. Respondent shall use its best efforts to assist PEC in obtaining proprietary or confidential treatment of the information by the third party to whom the information is disclosed, and will, to the extent such remedies are available, seek protective orders limiting the dissemination and use of the information. Nothing herein diminishes PEC’s right to challenge any law or legal proceeding requiring the disclosure.

Respondent represents and agrees that it has and will maintain in place commercially reasonable precautions to safeguard the confidentiality, security and integrity of Confidential Information. These precautions shall include, as applicable, (A) contractual restrictions on access to the information by vendors and other third parties, (B) intrusion detection systems on all information systems of PEC maintained or controlled by Respondent, and (C) notification procedures for notifying PEC promptly in the event a security or information breach or disclosure is detected or suspected, as well as other response programs when there is a suspected or detected unauthorized disclosure, access or attempted access of PEC's information. These precautions shall include, as
appropriate: (i) access controls to PEC’s Information systems, including controls to identify and permit access only to authorized individuals and controls to prevent access to PEC’s Information through fraudulent means, (ii) employee controls and training, (iii) physical access restrictions at locations where PEC Information is located; (iv) encryption of electronic PEC Information when appropriate or legally required and (v) a disaster recovery plan as appropriate to protect against loss or damage to PEC Information due to potential hazards such as fire or water damage or technological failures. Respondent agrees that it will (i) monitor the foregoing measures with periodic audits or testing and (ii) provide copies (or excerpts) of the same to extent Respondent is not otherwise subject to a confidentiality requirement or that disclosure of such audit or testing does not present a security risk for Respondent to inform PEC that Respondent is implementing such provisions. “PEC Information” includes any personal identifying information or sensitive personal information including information on members of PEC or otherwise contains materials that, in either party’s reasonable determination, are the subject of relevant privacy law, rule or regulation.

PEC is subject to an Ethics and Compliance Reporting Policy adopted by its Board of Directors effective December 1, 2015 as may be amended from time to time. Any suspected violations of PEC’s Code of Ethics, Conflict of Interest Policy, values, and standards of conduct are required to be reported to PEC management, consisting of any manager, director, officer, attorney of PEC or to PEC’s Human Resources Department or PEC’s Ethics and Compliance Officer.

**RESTRICTIONS ON COMMUNICATION**

Proposers are prohibited from communicating regarding this RFP with: (1) PEC Board members; (2) PEC employees (3) Fractal Energy Storage Consultants until the contract is awarded. These restrictions extend to, phone calls, e-mails and any other contact that results in the discussion of the RFP and/or Proposal submitted by Proposer. Violation of this provision by Proposer and/or its agent may lead to disqualification.

**RIGHT TO CANCEL**

PEC reserves the right to cancel, for any reason, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If PEC elects to cancel or revise the RFP, all Proposers will be notified in writing by PEC.

**IDENTIFICATION**

Respondent Vehicle(s) Logo-The Selected Respondent’s vehicle(s) including subcontractor vehicle(s) must be clearly marked with the company name. Vehicle(s) must be easily identified by a respective company logo.

Uniform and ID Badges-All Selected Respondent’s personnel including subcontractor’s personnel, must wear respective company uniforms and ID Badges at all times.

**BACKGROUND CHECKS**

At PEC’s request, and at any time, Respondent shall provide to PEC for its review (documentation consisting of a written resume or curriculum vitae of each proposed individual who Respondent anticipates will provide Services or perform any portion of the Services. The resume or curriculum vitae shall contain the information set forth below. Before assigning an individual to act whether as an initial assignment or a subsequent assignment, Respondent will notify PEC in person or by electronic mail of the proposed assignment, will provide
PEC with a written resume or curriculum vitae, and will obtain PEC’s approval. Personnel who PEC determines in its sole discretion at any time do not have the requisite skills to perform the tasks or activities assigned to them shall not be permitted to perform any portion of the Services. Respondent shall not assign any of the Services or permit such party to perform any portion of the Services without PEC’s prior written approval:

- Whether the proposed personnel is a full-time employee of Respondent;
- The educational background and relevant experience of the personnel; and
- The home base from which the personnel will travel to PEC’s site.

Respondent may be requested to conduct employee background checks, which may include controlled substance testing, criminal background screening, and a motor vehicle record check to the extent allowable by law.

PEC, at its sole discretion, may request a criminal background check on any personnel entering PEC or PEC’s member’s property.

PEC reserves the right to audit or perform background checks on Respondent’s personnel to confirm satisfaction with PEC requirements.

Respondent will confirm in writing that its personnel assigned to perform Services has successfully met Respondent’s screening and background checking requirements conducted or caused to be conducted for each such personnel either as a part of their hiring or prior to assignment to perform Services under an SOW ensuring that each of Respondent’s personnel meet the minimum qualifications of the position and has successfully completed all employment eligibility, background checks and screening.

All costs related to such background checks shall be the responsibility of Respondent.

**TERM OF CONTRACT**

The anticipated term of the maintenance and monitoring contract is 36 months from COD and ERCOT Operations. PEC shall have the option to renew for an additional two (2) years.
If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

INSURANCE

INSURANCE REQUIREMENTS

Respondent shall maintain or cause to be maintained the insurance required herein, together with any other type of insurance required by the Contract, with the following requirements and at the levels as provided below:

1. Policies shall be issued by insurance companies rated "A-/VII" or better, by Best's Insurance Guide and Key Ratings (or, if Best's Insurance Guide and Key Ratings is no longer published, an equivalent rating by another nationally recognized insurance rating agency of similar standing) or other insurance companies of recognized responsibility satisfactory to PEC, until all obligations of Respondent pursuant to the Contract have been fully discharged, unless otherwise stated herein.

2. Respondent shall obtain and maintain the insurance coverage specified below on an occurrence-basis, with the exception of Professional Liability insurance which may be on a claims-made basis. If Professional Liability insurance is provided on a claims-made form, then the insurance coverage must continue for a minimum period of two (2) years beyond the expiration or termination of the Contract, and any retroactive date must coincide with or predate the Effective Date.

3. Respondent shall require any subcontractors to provide and maintain during the term of their agreements the insurance coverages specified as follows, with limits of liability deemed appropriate by Respondent. In the event work is performed by a subcontractor, Respondent shall be primarily responsible for any liability arising directly or indirectly out of the services performed that is not otherwise covered by any subcontractor's insurance.

4. THE COVERAGE SHALL NOT BE CONSTRUED AS ESTABLISHING OR LIMITING RESPONDENT'S LIABILITY.

5. PEC shall be listed as an "additional insured" on all policies other than the Workers' Compensation and Professional Liability policies.

6. Respondent for itself and its insurers hereby waives subrogation against PEC, its directors, officers, employees and agents.

7. If Respondent fails to meet the requirements herein, PEC may suspend the Contract, withhold payments or terminate the Contract for breach.

8. PEC’s receipt of or failure to object to any insurance certificates or policies submitted by Respondent or its subcontractors does not release or diminish in any manner the liability or obligations of Respondent or its subcontractors or constitute a waiver of any of the insurance requirements under this Contract.

9. All policies will be endorsed to specify that they are primary to and not excess to or on a contributing basis with any insurance or self-insurance maintained by PEC. (not applicable to Workers’ Compensation insurance policies).

10. The policies shall also include standard severability provisions that state each insured is provided coverage as though a separate policy had been issued to each, except with respects to limits of insurance. The policies shall not contain a cross liability or cross-suit exclusion that prevents PEC from asserting claims against the Respondent or any other insured under the policies.

11. Respondent shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies.

12. Types of Insurance and Minimum Coverage Requirements:
<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Minimum Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>2. Employer’s Liability</td>
<td>Not less than $1,000,000 per occurrence and $1,000,000 per disease/each employee.</td>
</tr>
<tr>
<td>3. Commercial General Liability</td>
<td>Combined single limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, including endorsements for Premises/Operations, Personal Injury Liability, Independent Respondents Liability, Broad Form Property Damage Liability including Completed Operations, Products/Completed Operations, Explosion, Collapse and Underground Property Damage Liability, Blanket Contractual Liability assumed in the Contract, including indemnification liability, and Completed Operations Coverage (minimum 2 years past completion of Project) and endorsed to provide that aggregates limits apply on a per project basis. In the event the Respondent will use herbicide or pesticide, an endorsement for herbicide and pesticide applicator coverage and referenced on the certificate of insurance.</td>
</tr>
<tr>
<td>4. Automobile Liability</td>
<td>(owned, hired and non-owned, leased); with a combined single limit of not less than $1,000,000</td>
</tr>
<tr>
<td>5. Professional Liability</td>
<td>If Respondent performing design, engineering or other professional services, with limits of at least $1,000,000 for each occurrence and $1,000,000 in the aggregate</td>
</tr>
<tr>
<td>6. Umbrella Insurance (Excess Liability)</td>
<td>Provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required above with minimum limits of $5,000,000 per occurrence</td>
</tr>
<tr>
<td>7. Pollution Liability Insurance</td>
<td>Covering losses caused by pollution conditions that arise from the operations of Respondent coverage of not less than $1,000,000 per occurrence and in the aggregate.</td>
</tr>
</tbody>
</table>
EXHIBIT B

INDEMNIFICATION

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below and as to any intellectual property rights as may have been previously described in this RFP:

INDEMNIFICATION

RESPONDENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS PEC (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) FOR, AGAINST, AND FROM ANY CLAIM, LIABILITY, DAMAGE, LOSS, AND EXPENSE OF ANY KIND OR NATURE (INCLUDING REASONABLE ATTORNEYS’ FEES OF PEC’S COUNSEL OF ITS CHOOSING) THAT MAY BE MADE BY ANYONE OTHER THAN ANY EMPLOYEE OF RESPONDENT, ARISING OUT OF OR IN CONNECTION WITH, OR RELATED TO THE SERVICES INCLUDING, BUT NOT LIMITED TO (I) BODILY INJURY (INCLUDING MENTAL ANGUISH) TO OR DEATH OF ANY PERSON EXCEPT IF CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE OR FAULT OF PEC (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS), OR (II) FOR LOSS OF OR DAMAGE TO PROPERTY OF ANY PERSON OR ENTITY. IT IS THE INTENT OF THE PARTIES THAT RESPONDENT SHALL INDEMNIFY PEC TO THE FULLEST EXTENT PERMITTED BY LAW.

IN ADDITION TO THE FOREGOING, RESPONDENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS PEC (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) FOR, AGAINST, AND FROM ANY CLAIM, LIABILITY, DAMAGE, LOSS, AND EXPENSE OF ANY KIND OR NATURE (INCLUDING REASONABLE ATTORNEYS’ FEES OF PEC’S COUNSEL OF ITS CHOOSING) THAT MAY BE MADE BY ANY EMPLOYEE OF RESPONDENT, ARISING OUT OF OR IN CONNECTION WITH, OR RELATED TO THE SERVICES INCLUDING, BUT NOT LIMITED TO (I) BODILY INJURY (INCLUDING MENTAL ANGUISH) TO OR DEATH OF ANY PERSON EVEN IF CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE OR FAULT OF PEC (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS), OR (II) FOR LOSS OF OR DAMAGE TO PROPERTY OF ANY PERSON OR ENTITY. IT IS THE INTENT OF THE PARTIES THAT RESPONDENT SHALL INDEMNIFY PEC TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, SECTION 151.103, TEXAS INSURANCE CODE.

THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEES BENEFIT ACTS. THE RESPONDENT’S DUTY UNDER THIS PARAGRAPH (B) TO DEFEND THE OWNER AND THE OTHER PARTIES INDEMNIFIED HEREUNDER IN A CLAIM OR ACTION AND OBLIGATION TO INDEMNIFY THE OWNER AND THE OTHER PARTIES INDEMNIFIED HEREUNDER FOR THEIR COSTS OF DEFENSE (INCLUDING REASONABLE ATTORNEYS’ FEES) SHALL ARISE FOR ALL EMPLOYEE PERSONAL INJURY CLAIMS.

THIS INDEMNIFICATION OBLIGATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, PEC and its employees, officers, directors, agents and representatives of PEC, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees (including reasonable attorney fees), fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage,
made upon PEC directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under the Contract, including any acts or omissions of Respondent, any agent, officer, director, representative, employee, consultant or subcontractor of Respondent, and their respective officers, agents, employees, directors and representatives while in the exercise of the rights or performance of the duties under the Contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence or willful misconduct of PEC, its directors, officers or employees, in instances where such negligence or willful misconduct causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND PEC ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, PEC WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, RESPONDENT agrees to INDEMNIFY, DEFEND, AND HOLD PEC HARMLESS from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods or services supplied. This provision survives the termination of the Contract.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise PEC in writing within 24 hours of any claim or demand against PEC or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT’s activities under the Contract and shall see to the investigation and defense of such claim or demand at RESPONDENT’s cost. PEC shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.
10.0 RFP ATTACHMENTS

PLEASE NOTE: RFP ATTACHMENTS ARE PROVIDED ON A SEPARATE WORD FORMAT FOR YOUR RESPONSE

RFP ATTACHMENT A

GENERAL INFORMATION FORM

Respondent Questionnaire: Provide the following information regarding the Respondent. (NOTE: If Respondent is proposing as a team or joint venture with each entity signing the Contract, if awarded, each should complete this information. Sub-contractors are not co-Respondents and should not be identified here.)

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Respondent Name:</strong></td>
<td>(NOTE: Give exact legal name as it will appear on the contract, if awarded.)</td>
</tr>
<tr>
<td>Principal Address, City, State, and Zip Code</td>
<td></td>
</tr>
<tr>
<td>Telephone No:</td>
<td></td>
</tr>
<tr>
<td>Fax No:</td>
<td></td>
</tr>
<tr>
<td>Website address:</td>
<td></td>
</tr>
<tr>
<td>Year established:</td>
<td></td>
</tr>
<tr>
<td>Provide the number of years in business under present name:</td>
<td></td>
</tr>
<tr>
<td>Social Security Number or Federal Employer Identification Number</td>
<td></td>
</tr>
<tr>
<td>DUNS NUMBER:</td>
<td></td>
</tr>
<tr>
<td>Business Structure: Indicate the business structure of the Respondent: Individual or Sole Proprietorship (List Assumed Name, if any); Partnership; Limited Liability Company, For Profit Corporation; Nonprofit Corporation; Domestic; Foreign or Other (list business structure)</td>
<td></td>
</tr>
<tr>
<td>Annual Revenue:</td>
<td></td>
</tr>
<tr>
<td>Total Number of Employees:</td>
<td></td>
</tr>
<tr>
<td>Total Number of Current Clients/Customers:</td>
<td></td>
</tr>
<tr>
<td>Briefly describe other lines of business that the company is directly or indirectly affiliated with:</td>
<td></td>
</tr>
<tr>
<td>Texas Comptroller’s Taxpayer Number, if applicable</td>
<td>(NOTE: This 11-digit number is sometimes referred to as the Comptroller’s TIN or TID.)</td>
</tr>
<tr>
<td>Briefly describe other lines of business that the company is directly or indirectly affiliated with:</td>
<td></td>
</tr>
<tr>
<td>List Related Companies:</td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Response</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>Printed Name of Contract Signatory and Title:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Provide any other names under which Respondent has operated within the</strong></td>
<td></td>
</tr>
<tr>
<td><strong>last 10 years and length of time under for each</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Provide address of office from which this project would be managed</strong></td>
<td></td>
</tr>
<tr>
<td><strong>(Address, City, State, Zip Code. Telephone No., and Fax No.)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Contact Information:</strong> List the one person who PEC may contact**</td>
<td></td>
</tr>
<tr>
<td><strong>concerning your proposal or setting dates for meetings.</strong> (Name, Title,</td>
<td></td>
</tr>
<tr>
<td><strong>Address, City, State, Zip Code, Telephone No., and E-mail Address)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Does Respondent anticipate any mergers, transfer of organization</strong></td>
<td></td>
</tr>
<tr>
<td><strong>ownership, management reorganization, or departure of key personnel</strong></td>
<td></td>
</tr>
<tr>
<td><strong>within the next twelve (12) months?</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Is Respondent authorized and/or licensed to do business in Texas?</strong></td>
<td></td>
</tr>
<tr>
<td><strong>(If &quot;Yes&quot;, list authorizations/licenses)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Where is the Respondent’s corporate headquarters located?</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Question</strong></td>
<td><strong>Response</strong></td>
</tr>
<tr>
<td><strong>Local/County Operation:</strong> Does the Respondent have an office located in**</td>
<td></td>
</tr>
<tr>
<td><strong>Texas (If yes, please indicate how long has the Respondent conducted business in its Texas office and state the number of full-time employees at the Texas office)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Debarment/Suspension Information:</strong> Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity? If &quot;Yes&quot;, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.</td>
<td></td>
</tr>
<tr>
<td><strong>Surety Information:</strong> Has the Respondent ever had a bond or surety canceled or forfeited?</td>
<td></td>
</tr>
<tr>
<td><strong>Bankruptcy Information:</strong> Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? If &quot;Yes&quot;, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.</td>
<td></td>
</tr>
<tr>
<td><strong>Tax Lien Information.</strong></td>
<td>Complete the Litigation Disclosure Form as Needed</td>
</tr>
<tr>
<td><strong>Disciplinary Action:</strong> Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If &quot;Yes&quot;, state the name of the regulatory body or professional organization, date</td>
<td></td>
</tr>
</tbody>
</table>
and reason for disciplinary or impending disciplinary action

**Litigation Information.**

Complete the Litigation Disclosure Form as Needed

<table>
<thead>
<tr>
<th>Previous Contracts: Has the Respondent ever failed to complete any contract awarded? If &quot;Yes&quot;, state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract? If &quot;Yes&quot;, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.</td>
</tr>
<tr>
<td>Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name? If &quot;Yes&quot;, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract. If &quot;Yes&quot;, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.</td>
</tr>
</tbody>
</table>
RFP ATTACHMENT B

**LITIGATION DISCLOSURE FORM**

Respond to each of the questions below, failure to fully and truthfully disclose the information required by this Litigation Disclosure Form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

If you have answered "Yes" to any of the questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

<table>
<thead>
<tr>
<th>Question</th>
<th>Response (Yes or No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?</td>
<td></td>
</tr>
<tr>
<td>Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for any Federal, State or Local Government, or private entity?</td>
<td></td>
</tr>
<tr>
<td>Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with any Federal, State or Local Government, or private entity during the last ten (10) years?</td>
<td></td>
</tr>
</tbody>
</table>
All Proposers must provide the information below:

**Battery Storage**

Fixed Purchase Price: $________

Fixed Purchase Price breakdown (TCEQ grant requirement):
1. Batteries and BMS: ________
2. Enclosure and thermal management: ________
3. Inverters: ________
4. Balance of Plant (excluding inverters): ________
5. Labor, legal and engineering fees: ________

Cost of Maintenance and Monitoring contract: ________ $ / year

Uptime Guarantee: ________ %

Cost of 5-year system warranty: ________

Duration: _____ (years) and cost of extended system warranty: ________

List of exceptions and clarifications:
The Proposer shall provide a minimum of three (3) references from different companies which the Proposer has provided similar projects, which shall include the company name, complete address, and contact person’s name, phone number and email address. A brief description of the projects performed by the Proposer shall accompany each reference. In addition to the list provided, PEC reserves the right to independently contact other companies with which the Proposer has engaged in a business transaction.

<table>
<thead>
<tr>
<th>Reference No. 1:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm/Company Name:</td>
<td></td>
</tr>
<tr>
<td>Contact Name and Title:</td>
<td></td>
</tr>
<tr>
<td>Address, City, State, Zip Code:</td>
<td></td>
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<tr>
<td>Telephone No:</td>
<td></td>
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<tr>
<td>Fax No:</td>
<td></td>
</tr>
<tr>
<td>E-mail Address:</td>
<td></td>
</tr>
<tr>
<td>Date and Type of Service(s) Provided:</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Reference No. 2:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Firm/Company Name:</td>
<td></td>
</tr>
<tr>
<td>Contact Name and Title:</td>
<td></td>
</tr>
<tr>
<td>Address, City, State, Zip Code:</td>
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<tr>
<td>Telephone No:</td>
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<td>Fax No:</td>
<td></td>
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<tr>
<td>E-mail Address:</td>
<td></td>
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<tr>
<td>Date and Type of Service(s) Provided:</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Reference No. 3:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Firm/Company Name:</td>
<td></td>
</tr>
<tr>
<td>Contact Name and Title:</td>
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<tr>
<td>Address, City, State, Zip Code:</td>
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<tr>
<td>Telephone No:</td>
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<tr>
<td>Fax No:</td>
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<tr>
<td>E-mail Address:</td>
<td></td>
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<tr>
<td>Date and Type of Service(s) Provided:</td>
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</table>
## RFP ATTACHMENT E

### PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

<table>
<thead>
<tr>
<th>Document</th>
<th>Initial to Indicate Document is Attached to Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Proposal Cover Letter</td>
<td></td>
</tr>
<tr>
<td>2. Table of Contents</td>
<td></td>
</tr>
<tr>
<td>3. Executive Summary</td>
<td></td>
</tr>
<tr>
<td>4. General Information (Attachment A)</td>
<td></td>
</tr>
<tr>
<td>5. Litigation Disclosure Form (Attachment B)</td>
<td></td>
</tr>
<tr>
<td>6. Proof of Insurability</td>
<td></td>
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<tr>
<td>7. Vendor Information Form (if applicable)*</td>
<td></td>
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<tr>
<td>8. Price Schedule (Attachment C)</td>
<td></td>
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<tr>
<td>9. Project Team</td>
<td></td>
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<tr>
<td>10. Qualifications and Experience</td>
<td></td>
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<tr>
<td>11. Project References (Attachment D)</td>
<td></td>
</tr>
<tr>
<td>12. Technology Specifications</td>
<td></td>
</tr>
<tr>
<td>13. Design Package</td>
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<tr>
<td>14. Spare Parts</td>
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<td>15. FAT / SAT</td>
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<td>16. O&amp;M</td>
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<tr>
<td>17. Training Plan</td>
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<tr>
<td>18. Warranty</td>
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<tr>
<td>19. Uptime Guarantee</td>
<td></td>
</tr>
<tr>
<td>20. Software</td>
<td></td>
</tr>
<tr>
<td>21. Project Schedule</td>
<td></td>
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<tr>
<td>22. Financial Strength</td>
<td></td>
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<tr>
<td>23. Safety Record</td>
<td></td>
</tr>
<tr>
<td>24. Proposal Check List (Attachment E)</td>
<td></td>
</tr>
<tr>
<td>25. Signature Page (Attachment F)*</td>
<td></td>
</tr>
</tbody>
</table>

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.
By submitting a Proposal, Respondent represents that:

If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract, with the understanding that the scope and compensation provisions will be negotiated and included in the contract.

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits A & B.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent’s Proposal and during the Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure Form with the understanding that failure to disclose any required information may result in disqualification of this Proposal from consideration.

Respondent agrees to fully and truthfully submit the General Information Form and understands that failure to fully disclose requested information may result in disqualification of this Proposal from consideration or termination of Contract, once awarded.

To comply with PEC’s Restriction on Communication that prohibits a person or entity seeking a PEC contract – or any other person acting on behalf of such a person or entity -- from contacting PEC officials or their staff after the release date of this RFP and prior to award.

(S)he is authorized to submit this proposal on behalf of the entity.

Complete the following and sign on the signature line below. Failure to properly sign and submit this Signature Page may result in rejection of your proposal.

Respondent Entity Name:  Co-Respondent Entity Name:

Signature: ______________________________  Signature: ______________________________

Printed Name: __________________________  Printed Name: __________________________

Title: _________________________________  Title: _________________________________

Date: _________________________________  Date: _________________________________

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.) Co-Respondent must also log in using Co-Respondent’s log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent’s proposal and agrees to these representations and those made in Respondent’s proposal. While Co-Respondent does not have to submit a copy of Respondent’s proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.