



Request for Proposals

RFP 2018-001

Microgrid Energy Distribution and Generation Roosevelt Roads Ceiba, Puerto Rico

Issued by the Local Redevelopment Authority
for Naval Station Roosevelt Roads on:
May 1, 2018

Proposal Deadline for Respondents:
July 9, 2018, at 4:00 P.M. AST

Local Redevelopment Authority for
Naval Station Roosevelt Roads
Fomento Industrial Building
#355 Roosevelt Ave. Suite 106
Hato Rey, PR 00918

For more information, visit
www.rooseveltroads.pr.gov



GOVERNMENT OF PUERTO RICO
Local Redevelopment Authority
for Roosevelt Roads



TABLE OF CONTENTS

1. INVITATION TO SUBMIT PROPOSALS	4
1.1 INVITATION TO RESPONDENTS TO SUBMIT PROPOSALS	4
1.2 ROOSEVELT ROADS BACKGROUND	4
1.3 MICROGRID OPPORTUNITY	5
1.4 MICROGRID RULES.....	6
1.5 MANDATORY PRE-PROPOSAL CONFERENCE AND SITE WALK-THROUGH	6
1.6 ADDITIONAL INFORMATION.....	6
2. PROJECT SUMMARY.....	7
2.1 LRA’S DEVELOPMENT GOALS	7
2.2 INFRASTRUCTURE AND UTILITIES.....	7
2.3 REQUIREMENTS FOR DISTRIBUTION AND GENERATION	8
2.4 SPECIFIC TECHNICAL REQUIREMENTS	8
2.5 RENEWABLE ENERGY GENERATION	8
2.6 GENERATION SITING	8
2.7 DISTRIBUTION AND GENERATION RATES	9
2.8 THE ROLE OF THE LRA.....	9
2.9 THE ROLE OF THE SELECTED MICROGRID DEVELOPER.....	10
2.10 MICROGRID RULES’ APPLICABILITY	12
2.11 SURROUNDING COMMUNITIES	12
3. PROPOSAL REQUIREMENTS	12
3.1 PAGE LIMITATION	12
3.2 PROPOSAL LANGUAGE AND CURRENCY	12
3.3 COMPLIANCE WITH MICROGRID RULES.....	12
3.4 COST OF PREPARING PROPOSALS.....	12
3.5 BID BOND AND PERFORMANCE SECURITY	12
3.6 COVER TRANSMITTAL LETTER.....	13
3.7 SUBMISSION OF PROPOSALS	13
3.8 MULTIPLE PROPOSALS	14
3.9 CORRECTION OF ERRORS	14
3.10 PROPOSAL STRUCTURE	14
3.11 REGULATORY CHANGES	18
4. SCHEDULE AND PROCESS.....	19
4.1 PROPOSAL TIMELINE	19
4.2 INTERPRETATIONS AND ADDENDA	19
5. EVALUATION PROCESS	20
6. MICROGRID MANAGEMENT AGREEMENT	22
6.1 EXCEPTIONS TO THE RFP AND THE MICROGRID MANAGEMENT AGREEMENT	22
7. MISCELLANEOUS TERMS AND CONDITIONS APPLICABLE TO ALL RESPONDENTS.....	23

7.1 QUESTIONS AND INFORMATION.....	23
7.2 REFERENCE DOCUMENTS.....	23
7.3 AMENDMENTS TO THIS RFP.....	23
7.4 AUTHORIZATIONS BY PROPOSAL	23
7.5 TEAMING ARRANGEMENTS AND SPECIAL PURPOSE ENTITIES	23
7.6 HOLD HARMLESS.....	24
7.7 PUBLIC INFORMATION	24
7.8 ORGANIZATIONAL CONFLICTS OF INTEREST.....	24
7.9 OTHER TERMS AND CONDITIONS.....	24
7.10 NOT A CONTRACT.....	24
7.11 CONFIDENTIALITY OF INFORMATION ASSOCIATED TO LRA.....	24
7.12 RESERVATION OF RIGHTS.....	24
7.13 RESTRICTION OF DAMAGES.....	25
7.14 DISCLOSURE	25
7.15 <i>No Obligation to Accept Proposals</i>	25
7.16 NO COLLUSION OR FRAUD.....	25

EXHIBITS

Exhibit A – Microgrid Management Agreement (will shortly be made available on the LRA’s website)

ATTACHMENTS

Attachment I – Bidder Registration Form
Attachment II – Legal Requirements

APPENDICES

Appendix A – Distribution System
Appendix B – Summary of Electric Loads Demands
Appendix C - Available Generation Sites
Appendix D – Navy’s SWMU Location Map
Appendix E – Navy’s Environmental Reports (for reference only)

ABSTRACT

The Local Redevelopment Authority for Naval Station Roosevelt Roads is seeking one or more entities to manage on an exclusive basis the electrical distribution system at the former Naval Station Roosevelt Roads and operate an independent microgrid in the capacity as an electric service company with generation resources to supply all power requirements of tenants located and to be located at the former Naval Station.

1. INVITATION TO SUBMIT PROPOSALS

1.1 Invitation to Respondents to Submit Proposals. The Commonwealth of Puerto Rico, through the Local Redevelopment Authority for Naval Station Roosevelt Roads (“LRA”), is issuing this Request for Proposals (“RFP”) to obtain proposals (each, a “Proposal”) from qualified firms (each a “Respondent”, and, if selected, a “Microgrid Developer”) with experience in microgrid and energy distribution and/or generation interested in financing, developing, constructing, operating and managing a microgrid solution (the “Project”) on behalf of the LRA to be located in certain areas of the former Naval Station Roosevelt Roads (“Roosevelt Roads”) in the municipalities of Ceiba and Naguabo, Puerto Rico.

1.2 Roosevelt Roads Background. Roosevelt Roads was closed by the Navy in 2004. As a result of an economic development conveyance process, the LRA controls 3,409 acres of land and facilities at Roosevelt Roads (the “LRA Property”). Additional areas of Roosevelt Roads not controlled by the LRA include approximately 3,340 acres under the care of the Conservation Trust, a major airfield with an 11,000 foot runway under the care of the Puerto Rico Ports Authority, and certain other areas controlled by other federal owners (the U.S. Army Reserve, Coast Guard, and Department of Homeland Security) (such property separate and distinct from the LRA Property, the “Remaining Roosevelt Roads Property”).

In collaboration with stakeholders in the surrounding communities and the municipalities, the LRA adopted a plan (the “Roosevelt Roads Master Plan”) to guide land use and future development of the LRA Property with the goal of facilitating the economic development of the eastern region of Puerto Rico.¹

The U.S. Navy designed Roosevelt Roads to be a largely self-sufficient military post with facilities and infrastructure mostly independent from the island’s public utilities providers. The Puerto Rico Electric Power Authority (“PREPA”) currently supplies electricity to the property via an aerial transmission line that connects to the Daguaosubstation (see Appendix A). From there, electricity is distributed via the facility-owned substations and distribution network. Other utility systems including water/sewer networks, treatment plants, and communication stations operate on a self-contained basis and feed all operations and activities in Roosevelt Roads.² No generation resources

¹ A copy of the Roosevelt Roads Master Plan can be downloaded at: http://www.rooseveltroads.pr.gov/RFQ/Documents/Exhibit%20D-1_2014%20Develp%20Zones%20Master%20Plan.pdf.

² The LRA Property includes former Naval fuel storage and distribution infrastructure. The Microgrid Developer may attempt to lease all or a portion of such infrastructure for use by the Project in accordance with a separate agreement outside the scope of this RFP.

exist on-site at Roosevelt Roads, and electricity from the broader electric grid, owned by PREPA, is routinely wheeled to Roosevelt Roads by PREPA. The distribution system within Roosevelt Roads was conveyed to the LRA (separate from PREPA) via bills of sale at such time that the LRA Property was transferred from the Navy to the LRA.

1.3 Microgrid Opportunity. The LRA is seeking one or more qualified firms to develop a microgrid system within the LRA Property that is capable of operating independently from PREPA and meeting the electrical demand of (i) both the existing and future tenants of the LRA Property and the Remaining Roosevelt Roads Property and (ii) certain customers outside of Roosevelt Roads (as applicable, the “Tenants”). The Project entails the following:

- (a) generation and distribution of electrical power;
- (b) management of user accounts and services according to agreed-upon service levels;
- (c) provision of emergency backup systems and disaster recovery and/or service continuity procedures in case of system failure;
- (d) construction of necessary infrastructure, including any capital improvements to meet code requirements and to satisfy performance measures and/or industry standards; and
- (e) maintenance of all buildings, installations facilities, equipment, easements, equipment, property, services and/or other tangible property required for the Project.

Currently, approximately 15 Tenants occupy Roosevelt Roads, including a marina, a school, law enforcement agencies, the US Army National Guard and Reserve, Department of Homeland Security, and several office tenants. Currently, these tenants have an aggregate demand load of approximately 1,500 kVA with average and peak loads of 1,200 and 2,000 kVA, respectively.

Proposals must also accommodate future demand load as described herein. As noted above, the LRA Property entails approximately 3,409 acres of land which the LRA anticipates developing over the course of twenty-five (25) years with the uses set forth in the Roosevelt Roads Master Plan. It is critical that each Respondent understand the impact of such development and its timeline on load demand and offer a strategy to achieve the necessary scalable results. Based on the Roosevelt Roads Master Plan, the LRA predicts that a fully occupied and fully functioning LRA Property will demand future load of up to 70,000 kVa with an average energy demand of 50,000 kVa. Appendix B sets forth the current and projected electric loads demands.

Each Respondent must present a plan or schedule for gradual and deliberate energy expansion of Approved Generation (as defined below). Each Proposal must also demonstrate the flexibility needed to accommodate any new Tenant, irrespective of the aforementioned plan or schedule.

In addition to the foregoing, Respondents may include, to the extent feasible and permitted by any current and future legislation or regulations (see Section 1.4 below), a proposal to service the demands of users located outside of the LRA Property, including the adjoining regional airport

facility, and other local public or private entities, located in the Remaining Roosevelt Roads Property or in the communities surrounding Roosevelt Roads.

As more specifically set forth in Sections 3.10.1 and 7.5, Respondents may participate in the RFP process individually or partner with another party to form a teaming arrangement or other joint venture.

1.4 Microgrid Rules. Respondents must understand the terms and conditions of the Proposed Rules on the Regulation of Microgrid Development, promulgated by the Puerto Rico Energy Commission (“Commission”) in Case No. CEPR-MI-2018-0001 (the “Proposed Microgrid Rules”)³, and be prepared to comply with any final rules that arise out of any associated proceeding (“Final Microgrid Rules”) before the Commission or any successor entity. In addition, Respondent must be prepared to comply with Regulation: 8701 of the Commission (“Regulation 8701” and together with the Proposed Microgrid Rules, and upon issuance of and in lieu of the Proposed Microgrid Rules, the Final Microgrid Rules, and any subsequent law, order or regulation in Puerto Rico applicable to microgrids generally or to the Project or the services to be provided by each Respondent as described herein, the “Microgrid Rules”). Each Respondent’s Proposal must meet all requirements specified in the Microgrid Rules. Respondents are obligated to remain fully informed of all circumstances, information, laws, rules, and regulations that arise in connection with the Microgrid Rules, and any other matters that might, in any way, affect Respondent’s roles and responsibilities in the Project. Each Respondent acknowledges the risk associated with an unclear regulatory environment and agrees at its own cost and expense, to modify any aspect of the Project in order to comply with any final rules and regulations applicable to the Project or that may become applicable to the Project in the future. The LRA shall have no liability for any costs or expenses associated with Respondent’s failure to become fully knowledgeable of any other matters that might, in any way, affect the Project. In addition, the LRA shall bear no responsibility for assumptions or conclusions made by Respondent on the basis of information provided in this RFP, or through any other sources.

1.5 Mandatory Pre-Proposal Conference and Site Walk-Through. A mandatory Pre-Proposal Conference and walk-through of Roosevelt Roads will be conducted on June 6, 2018 at 10:00 a.m. AST. The meeting will be held at Building 31, located at Roosevelt Roads, Puerto Rico. In order for a Proposal to be considered, each Respondent, or a representative engaged by Respondent, is required to attend the Pre-Proposal Conference and walk-through. If special accommodations are required for attendance, please notify lramicrogrid@lra.pr.gov in advance of the conference date and time identifying the special accommodations required.

1.6 Additional Information. All exhibits, appendices, attachments, additional information, and any questions/answers received on this RFP will be posted on the LRA's website at www.rooseveltroads.pr.gov on the RFP’s/EnergyRFP Tab. Questions can be submitted via e-mail only to lramicrogrid@lra.pr.gov; no telephone inquiries will be accepted. All information posted on www.rooseveltroads.pr.gov on the RFP’s Tab of the LRA website, is deemed incorporated into this RFP.

³ The Proposed Microgrid Rules released in January 2018, as well as comments and orders associated therewith, are accessible on the Puerto Rico Energy Commission’s website located at http://energia.pr.gov/numero_orden/cepr-mi-2018-0001/.

2. PROJECT SUMMARY

2.1 LRA's Development Goals. The devastation caused to Puerto Rico's electric grid and infrastructure by Hurricanes Irma and Maria in September 2017 has clearly demonstrated the need for Puerto Rico to have a more resilient electrical grid. As recognized in the Proposed Microgrid Rules, "[t]he prolonged outages and its impacts on the citizens of Puerto Rico caused by Hurricanes Irma and Maria highlights the need to foster the creation of microgrids as a means of delivering energy services to customers in need, while integrating new technology and industry trends into Puerto Rico's energy market." Given the foregoing, the LRA is seeking a Microgrid Developer to finance, develop, construct, operate and manage the Project. This is a unique opportunity for Respondents to put forth a cutting edge microgrid solution that will help shape Puerto Rico's energy future.

The LRA is open to examining a wide range of Proposals, so long as the Proposals comply with the guidelines set forth herein as well as the Microgrid Rules. As described in Section 2.01 of the Proposed Microgrid Rules, microgrids "shall be classified by ownership structure, size, and whether or not they engage in off-system sales of energy and/or other grid services to entities other than PREPA." The Proposed Microgrid Rules describe in detail the rules, permitted actions and restrictions related to microgrids that fall into the various microgrid classifications described therein. Exclusive of cooperative systems, Respondents may propose Projects that fit into any of the microgrid classifications contemplated by the then-applicable Microgrid Rules; however, the Project must also comply with the Roosevelt Roads-specific technical requirements set forth below in Section 2.4 and the terms and conditions of the Microgrid Management Agreement which will shortly be made available on the LRA's website and deemed to be incorporated herein as Exhibit A and such other agreements as may be required by the LRA and mutually acceptable to the LRA and the Microgrid Developer (collectively, the "Definitive Agreements"). The LRA acknowledges that the Proposal may include a hybrid microgrid or multiple microgrids in accordance with the terms and conditions of the Microgrid Rules.

2.2 Infrastructure and Utilities. Roosevelt Roads, due to its military nature and purpose, was designed and built to be self-sufficient in all non-electricity utility systems including potable water, sanitary treatment plants and sewer networks, and communication stations. Roosevelt Roads lacked baseload power generation and was entirely dependent on PREPA for electric power supply, provided via one aerial transmission line connecting to the 115 kV Dagua substation. From there, power was distributed via Navy-owned electrical substations and above-ground distribution network throughout the base. Navy-operated utilities included potable water treatment and distribution, wastewater treatment and conveyance, electricity distribution and wireline communications distribution. The LRA owns all of the utility systems and infrastructure on the LRA Property. In essence, the design was capable of supplying all base operation demands of residents, including schools, office buildings, community buildings, golf course with clubhouse, shops, commercial areas, hospital, tank farm, piers, recycling plant, landfill and a shipyard, among others. Non-electricity critical utility systems are completely independent from the public networks adjacent to the base.

2.3 Requirements for Distribution and Generation.

2.3.1 As noted above, the LRA owns the distribution system within the LRA Property as depicted in Appendix A attached hereto (the “Distribution System”). The Microgrid Developer shall enter into a long-term⁴ agreement with the LRA to be the exclusive manager of the Distribution System in substantially the form as attached hereto as Exhibit A (the “Microgrid Management Agreement”). The LRA will require Tenants of any new leases or renewals for property on the LRA Property to contract with the Microgrid Developer for the delivery of electricity on behalf of the LRA. The rates to be charged by the Microgrid Developer for the management of the Distribution System and the delivery of such electricity are described in Section 2.7.

2.3.2 The Microgrid Management Agreement shall further specify the terms and conditions upon which the Microgrid Developer shall additionally enter into a long-term agreement with the LRA to be the exclusive provider of on-site generation for all power demands within the LRA Property. Each Respondent shall state any restrictions or other requirements on the ability of Tenants to own distributed generation systems and interconnect with the Distribution System it seeks.

2.4 Specific Technical Requirements. The LRA and Microgrid Developer shall agree upon the technical requirements for the construction, operation and maintenance of the Distribution System and Approved Generation in accordance with attachments to the Microgrid Management Agreement, which technical specifications shall comply with all applicable Microgrid Rules, any requirements of PREPA and the LRA.

2.5 Renewable Energy Generation. The Microgrid Developer must comply with the applicable percentage of generation from renewable resources as set forth in Article 3 of the Proposed Microgrid Rules and any Microgrid Rules then in effect (the “Approved Generation”). In its evaluation of Proposals and as noted in the evaluation table in Section 5, the LRA will award additional points to Proposals representing higher percentages of renewable based generation as compared to Proposals complying with the minimum percentage of renewable generation as required by the Microgrid Rules. The LRA also encourages Respondents to consider including efficient control technologies and battery energy storage systems as part of the Approved Generation.

2.6 Generation Siting. The Microgrid Developer shall propose parcels of land upon which to construct the Approved Generation for the initial phase of the Roosevelt Roads Master Plan within tracts as set forth in Appendix C. The Proposal must detail future siting and corresponding development timeline and any property encumbrances required to meet the future demands of the proposed system. Respondents should familiarize themselves with the environmental reports and restrictions set forth in Appendix D and Appendix E prior to selecting a site.

⁴ Note: The term of the agreement shall be proposed by the Proposer in accordance with Section 3.10.2.2 and as accepted by the LRA in its sole discretion, but in no event less than ten (10) years.

2.7 Distribution and Generation Rates.

2.7.1 The Microgrid Management Agreement shall provide that the LRA shall have no obligation to compensate the Microgrid Developer under any circumstances (except, however, in the event that the LRA elects to have a physical presence at Roosevelt Roads and requires power pursuant to a separate agreement with the Microgrid Developer). The Microgrid Management Agreement shall provide that the Microgrid Developer shall have the exclusive right to charge the Tenants of the LRA Property a capacity or related charge in respect of maintenance and availability of service (the "Capacity Charge"). Subject to the rate caps described in Section 2.7.3, the LRA anticipates that the Microgrid Developer shall set rates and charges to be sufficient to provide for payment of its operation and maintenance emergency repair reserves, obsolescence reserves, and debt service reserves. The Microgrid Developer is required to furnish the required electricity for public and street lighting at no charge to the LRA. In addition, the Microgrid Developer is expected to cover the costs and expenses associated with delivery and connection of services, subject to any approved recovery from the Tenants.

2.7.2 The Microgrid Management Agreement shall grant the Microgrid Developer the exclusive right to charge the Tenants of the LRA Property an energy charge in respect of the delivery of electricity from the Generation Sources (the "Energy Charge"). Each Respondent should include in its Proposal any additional products or services that it would provide, including without limitation thermal energy and ancillary services, and the proposed pricing therefor.

2.7.3 At no time may the sum of the Capacity Charge plus the Energy Charge to be charged to a Tenant during the initial forty-eight (48) months from the effective date of the Microgrid Management Agreement exceed the rates otherwise available to such Tenant in respect of a tariff of PREPA for a similar class of service or as otherwise permitted by Section 6.05 of the Proposed Microgrid Rules or the Final Microgrid Rules, as applicable. Following such forty-eight (48) month period, Microgrid Developer shall not charge rates in excess of fifteen percent (15%) higher than the applicable PREPA tariff.

2.7.4 Respondent must submit an indicative Schedule of Rates and Charges for one or more classes of electrical service (residential, commercial, industrial, other) with their Proposal, and if applicable, Respondent must detail how impact fees and any other extraordinary charges will be assessed.

2.7.5 Respondent must allow non-discriminatory access to all persons and entities in the LRA Property service area.

2.7.6 The Respondent shall describe any utility shut-off rights that it requires with respect to payment defaults by Tenants, which shut-off rights shall be subject to the approval by the LRA.

2.8 The Role of the LRA.

2.8.1 The Roosevelt Roads Naval Base Lands and Facilities Redevelopment Authority Act, otherwise known as "Law No. 508," was enacted on September 29, 2004, and establishes the powers, duties, and responsibilities of the LRA (as amended, "Law No. 508").

2.8.2 On August 30, 2006, the Office of Economic Adjustment of the Department of Defense recognized the LRA as the local redevelopment authority for purposes of implementing the local redevelopment plan at NSRR. The LRA and the Navy executed that certain *Economic Development Conveyance Memorandum of Agreement between the United States of America Acting by and through the Department of the Navy and the Local Redevelopment Authority for Naval Station Roosevelt Roads* dated December 20, 2011 and Amendment No. 1 dated December 11, 2012 (as amended, the “EDC Agreement”) to set forth the terms and conditions of the transfer of the LRA Property to the LRA. Pursuant to the EDC Agreement, the LRA and Navy have executed numerous deeds, bills of sale, easements, and that certain *Lease in Furtherance of Conveyance between the United States of America and Local Redevelopment Authority for Naval Station Roosevelt Roads at the Former Naval Station Roosevelt Roads, Puerto Rico* dated January 25, 2012, as amended on March 20, 2013, and May 6, 2013 (as amended, the “LIFOC”). Respondents should be cognizant of the LRA’s obligations under the EDC Agreement and any indirect impact thereof on the Microgrid Developer.

2.9 The Role of the Selected Microgrid Developer. The selected Microgrid Developer will be responsible for (i) managing and maintaining the Distribution System on behalf of the LRA, and servicing current and future Tenants and (ii) designing, building, operating, maintaining, and financing the Approved Generation and providing the energy services described in its Proposal. The Microgrid Developer will also be responsible for horizontal development, including utilities, access roads, public and street light service and other improvements in respect of the foregoing in accordance with one or more licenses, easements and/or lease agreements to be entered into between the LRA and the Microgrid Developer. Additional requirements for the selected Microgrid Developer include:

2.9.1 Development Approvals: Obtaining all requisite regulatory and governmental approvals required for the Project.

2.9.2 Property Rights: Acquiring leasehold or other appropriate interests in any real property owned by the LRA and applicable to the Project according to agreements between the LRA and the Microgrid Developer and as specified in detail by Respondent, and adhering to the performance schedules contained therein related to the long-term development, financing, and management of the Project. The Respondent shall set forth any amounts that it proposes to pay for such real property interests. The Microgrid Developer shall be solely responsible for any acquisition leasehold, fee-simple or any applicable interest in property located outside of LRA Property that are necessary for the microgrid operation.

2.9.3 Coordinate with the LRA: The Microgrid Developer will coordinate development activities for site-specific developments with the LRA to minimize disruption to operations of the LRA, Tenants or other parties, as applicable.

2.9.4 Design: The Microgrid Developer will define specific design standards and schemes in accordance with the Microgrid Rules and Section 2.4.1 above. The LRA further encourages the Microgrid Developer to propose energy efficiency standards for the Tenants, as may be approved by the LRA.

2.9.5 Repairs to Distribution System: Hurricane Maria caused significant damage to the Distribution System. The LRA will conduct, without cost to the Microgrid Developer, the necessary infrastructure repairs to reestablish the power on the LRA Property. The Microgrid Developer acknowledges and understands that any further enhancements to the existing infrastructure and any other improvements that are necessary to implement the Project are the sole responsibility of the Microgrid Developer.

2.9.6 Generation Construction: The Microgrid Developer will be responsible for the construction and coordination of all improvements for the Approved Generation on property selected by Microgrid Developer within the LRA Property, with the approval of the LRA, or outside thereof. The Approved Generation shall at all times be sufficient to operate in island mode with respect to the load at all times within the LRA Property. As new Tenants commence operations on the LRA Property, the Microgrid Developer will be obligated to serve as the distribution manager and generation provider for such Tenants.

2.9.7 Financing: The Microgrid Developer acknowledges and understands that it is solely responsible for securing financing for construction of any necessary buildings, land improvements and infrastructure. The Microgrid Developer further understands that it is solely responsible for ensuring compliance with the terms and conditions pertaining to the use of Federal funds, grants, subsidies and tax incentives, etc. The LRA makes no representation regarding the availability or feasibility of Federal or other public funding to assist Microgrid Developer in the Project. Neither the Commonwealth nor the LRA will provide funding to the Microgrid Developer (except in the event the Commonwealth or the LRA, as applicable, is a recipient of electric services pursuant to a separate agreement).

Notwithstanding the aforementioned, Respondents are encouraged to pursue financial assistance from Federal and/or other government sources, including but not limited to, Investment Tax Credits under Section 48 of the Internal Revenue Code; economic incentives for the promotion of industrial activities and/or strategic projects under Act 73-2008, the Economic Incentive for the Development of Puerto Rico Act; and loans and loan guarantees for rural energy generation and distribution systems through the United States Department of Agriculture.

2.9.8 Environmental Considerations: The Microgrid Developer shall maintain the amount and type of insurance coverage, including general liability (GO) and pollution liability (PLL) insurance policies, to protect human health and the environment from any and all environmental releases or damages as specified in the executed Microgrid Management Agreement. These policies shall include the LRA as an additional insured.

2.9.9 Indemnity: The Microgrid Developer shall indemnify, hold harmless and release the LRA from and against any and all claims (i) related to any reclamation arising in connection with the Project and (ii) arising under the construction of the generation and distribution energy system and during or resulting of its management and operation. As such, Microgrid Developer agrees to execute an indemnity agreement acceptable to the LRA as part of the Definitive Agreements.

2.9.10 Applicable Laws: The Microgrid Developer must comply with all applicable laws and regulations.

2.9.11 Maintenance, Operation and Security: The Microgrid Developer will be responsible for the ongoing customer and accounts service, operation, maintenance and security of buildings, infrastructure, and grounds related to the Project throughout all phases of development.

2.9.12 As-Is: All existing infrastructure and land made available to the Microgrid Developer will be provided in an “as-is” condition, without representation or warranty by the LRA as to physical or environmental condition of the land or any existing structures.

2.10 Microgrid Rules’ Applicability. All Projects must conform with the then-applicable Microgrid Rules, as further described in Section 1.4.

2.11 Surrounding Communities. Roosevelt Roads is adjoined by the communities of Ceiba and Naguabo. In its evaluation of Proposals and as noted in the evaluation table in Section 5, the LRA will award additional points to Proposals in which the Microgrid Developer pledges in good faith to fill at least 50% of the jobs created by the Microgrid Developer to individuals from Ceiba, Naguabo, and other eastern region municipalities.

3. **PROPOSAL REQUIREMENTS**

Respondents must submit a complete package in order to be considered. The ideal submission package will identify, in order, the information set forth in Section 3.10 (Proposal Organization).

3.1 Page Limitation. Although there is no page limitation for the Proposals, Respondents are *strongly* encouraged to be concise in their responses.

3.2 Proposal Language and Currency. All correspondence, documents and related information submitted by Respondents in connection with this RFP shall be written in the English language. Where documents are provided in a language other than English, a complete English language translation shall also be provided. In such a case, the English language translation shall prevail for the purpose of interpretation and evaluation. All pricing provided in the Proposal shall be clearly stated in United States Dollars.

3.3 Compliance with Microgrid Rules. All Proposals must comply with then-applicable Microgrid Rules. Respondents must submit any and all forms and exhibits required by such Microgrid Rules if applicable to the Respondent’s Proposal.

3.4 Cost of Preparing Proposals. Respondents shall bear any and all costs associated with the preparation and submission of their Proposals, including the attendance at the Pre-Proposal Conference. The LRA will not assume any responsibility for such costs, regardless of the outcome of the RFP evaluation.

3.5 Bid Bond and Performance Security. The LRA requires a bid bond from all Respondents that are notified by the LRA that they have been short-listed. The bid bond will be 1% of the gross revenue over the term of the proposal offered. All Respondents that are shortlisted, but not selected, will have the bid bond refunded after the Definitive Agreements have been executed between the winning Respondent(s) and the LRA. For Respondent(s) that are shortlisted,

the bid bond will be required to be posted within thirty (30) business days of notification. Respondent(s) will be required to post in the form of (i) a surety bond, (ii) cash, or (iii) a Letter of Credit. For Respondent(s) that are satisfying the bid bond requirement with a surety bond, the bond must be issued by a surety listed in the Department of the Treasury listing of approved sureties. For Respondent(s) satisfying the requirement with a Letter of Credit, the Letter of Credit must be issued by a U.S. commercial bank domiciled in the United States, or from a U.S. branch of a foreign bank, with such bank having a credit rating on its long-term senior unsecured debt of (a) (1) "A3" or higher from Moody's or (a)(2) "A" or higher from S&P, or (b) if rated by both Moody's and S&P, both (a)(1) and (a)(2).

The LRA further requires secure and reliable physical delivery of the capacity and associated energy corresponding to the Microgrid Management Agreement. Security (credit assurance) covering both the physical delivery of capacity and energy will be provided in the form of either a:

- Letter of Credit issued by a U.S. commercial bank domiciled in the United States, or from a U.S. branch of a foreign bank, with such bank having a credit rating on its long-term senior unsecured debt of (a) (1) "A3" or higher from Moody's or (a)(2) "A" or higher from S&P, or (b) if rated by both Moody's and S&P, both (a)(1) and (a)(2).
- Parent guaranty issued by an entity located in the United States and that is satisfactory to the LRA and has a long-term senior unsecured debt rating (not supported by third party credit enhancements) of (a)(1) "Baa2" or higher by Moody's or (a)(2) "BBB" or higher by S&P, or (b) if rated by both Moody's and S&P, both (a)(1) and (a)(2).
- Various combinations of the foregoing, as the LRA determines to be acceptable.

3.6 Cover Transmittal Letter. Respondents should submit a signed cover letter which acknowledges that the Respondent has received, examined, and is familiar with the RFP, including all exhibits. Appendices, attachments and information posted on www.rooseveltroads.pr.gov on the RFP's/EnergyRFP tab. The cover letter should provide an executive summary of the Proposal. The cover letter should be signed by a person that has full authority to bind the Respondent to the Proposal and to all terms and conditions of the Proposal (if multiple team members are included in the Proposal, an authorized representative from each team member may sign the same cover letter or submit separate cover letters containing these representations).

3.7 Submission of Proposals. Respondents shall submit one (1) electronic copy on a USB in searchable Adobe Acrobat .pdf and/or Excel formats, as applicable, one (1) unbound original and complete Proposal signed in ink by a representative of the Respondent authorized to make a legal and binding offer, together with six (6) copies thereof, shall be submitted to the address listed in Section 4.2 below by July 9, 2018, on or before but no later than 4:00 p.m. AST. The "original" Proposal and the digital version thereof shall be complete and unabridged, and shall not refer to any other copy of the signed/sealed original for any references, clarifications, or additional information. When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the LRA. Proposals sent by fax will not be accepted.

3.8 Multiple Proposals. Respondents are permitted to submit multiple Proposals, each of which shall satisfy the requirements set forth herein. Where multiple Proposals are submitted, each Proposal shall be submitted separately and shall be evaluated independently of each other.

3.9 Correction of Errors. The person signing the Proposal must initial erasures or other corrections in the Proposal. The Respondent further agrees that in the event of any obvious errors, the LRA reserves the right to waive such errors in its sole discretion. The LRA, however, has no obligation under any circumstances to waive such errors.

3.10 Proposal Structure. Each Proposal should address all of the following items, in the order listed below, unless noted as optional:

3.10.1 *Part 1: Qualifications and Past Performance of Team*. Information should be provided that will enable the LRA to evaluate the Respondent's qualifications and past performance. At a minimum, Respondents should provide an organizational chart and information that clearly explains the relationship, as well as the ownership and management structure among the lead Respondent and any team members, their respective roles and contributions to the Project, and the structure of team decision-making. Further, to the extent one or more companies will be forming a joint venture to accomplish this Project, Respondents should provide (i) evidence that such joint venture has been formed prior to submission of the Proposal, by providing a partnership/joint venture agreement or a Term Sheet executed by such companies which identifies the general terms of the joint venture that will be formed, including which company or companies have the authority to make binding decisions on behalf of the joint venture, (ii) Names, addresses and emails of partners; (iii) each principal member's history, experience and background with microgrid solutions, assigned areas of responsibility and any legally enforceable agreements or other mechanisms that will be relied on to ensure the partnership's successful long-term operation, including without limitation, information on past microgrid projects and work in Puerto Rico; and (iv) provide the name of the Respondent's single point of contact who will be the representative authorized to act on behalf of the Respondent's team.

3.10.2 *Part 2: Concept and Development Plan*. Information should be provided that will enable the LRA to evaluate the Respondent's concept and development plan for the Project. At a minimum, the following items should be addressed in this section of the Proposal:

3.10.2.1 *Concept and Vision*: Respondents should describe in detail their overall concept and vision for the Project, including how the Project will comply with the Microgrid Rules.

3.10.2.2 *Term*: Respondents shall propose a fixed term for the Microgrid Management Agreement, along with any proposed extensions of such agreement (as applicable, the "Term").

3.10.2.3 *Development Plans*: Respondents shall describe:

3.10.2.3.1 *Overall project timeline and phasing plan* that describes the Respondent's strategy and timing for delivering various components of the Project, including the deployment of technology to manage and control the Distribution System and the

installation and commissioning of Approved Generation. The Respondent's proposal shall include a minimum/maximum development schedule by use per year and shall identify a total development timeframe for full build-out.

3.10.2.4 Generation Mix: Respondents shall describe their proposed generation systems. If Respondents are proposing battery energy storage, fuel cell or related devices, these systems should be described in detail. Fossil fuel generation technology without some material percentage of renewable generation will not be considered.

3.10.2.5 Resiliency: Respondents shall describe their proposed disaster recovery and risk mitigation policies and procedures to respond to impacts from natural disasters and other emergencies.

3.10.3 *Part 3: Financial Offer, Capacity, and Strategy.* Information should be provided that will enable the LRA to evaluate the Respondent's financial capacity to undertake the proposed Project. At a minimum, the following items should be addressed in this section of the Proposal:

3.10.3.1 Pricing: Respondents shall propose the initial and future rates that it anticipates needing to fund the Project from Tenants. Respondents shall submit a proposed Schedule of Rates and Charges setting the maximum Capacity Charge and Energy Charge for one or more classes of electrical service (residential, commercial, industrial, other), for each calendar year throughout the Term of the Project. Respondents shall propose the financial compensation that the Respondent proposes to earn from the Project, including a description of rates, assessments and any other revenue streams that the Project will generate, along with the loan growth assumptions underlying such revenue requirements and such other terms and conditions described in Section 2.7.

3.10.3.2 Payments to the LRA: Respondents shall include a description of any proposed payments to the LRA pursuant to the property agreements described in Section 2.9.2. Respondent shall identify the properties requested for lease.

3.10.3.3 Financial Capacity: Respondents shall include a description of the financial capacity of Respondent and provide supporting documentation in the form of annual reports, audited statements, balance sheets, profit and loss statements, evidence of lines of credit and uncommitted discretionary sources of equity, and/or any other material financial statements. Audited financial statements for the last three (3) years must be provided. If Respondent is a new company, unaudited financial statements, including income tax returns, for the last three (3) years for each holder of equity interests shall be provided. Financial statements can be marked as confidential and submitted separately.

3.10.3.4 Financing Strategy: It is critical to the LRA that Respondents be able to finance their proposed Project. While Respondents are encouraged to familiarize themselves with any available tax benefits, note, neither the LRA nor the Commonwealth of Puerto Rico intends to provide any public subsidy to fill any funding gaps or shortfalls. Respondents should provide a narrative description of the proposed debt and equity composition of the Project and other financial assumptions that will allow the LRA to evaluate the financial feasibility of the

proposed Project. It is understood that all assumptions cannot be known at this time, but Respondents are asked to provide their best assumptions and/or specifically identify where it is not possible to make reasonable assumptions. The following information must be provided in this section:

3.10.3.4.1 Respondent's proposed equity commitment to the Project and the timing of disbursement of that commitment, including letters of commitment from each equity investor for its Proposal, stating the full terms and conditions under which such amounts will be provided to the Project and with a schedule of disbursement consistent with the Respondent's requirement for construction and permanent financing.

3.10.3.4.2 Detailed description of which, if any, federal government or other public funding sources the Respondent intends to seek for the Project, coordination with the implementing agency and its timing, and any impact of such funding on Respondent's financial projections and proposed rates as provided above.

3.10.3.4.3 Satisfactory evidence of Respondent's ability to secure project debt, including tentative commitment letters from prospective lenders.

3.10.3.4.4 A sources and uses table which includes an initial "order of magnitude" estimate of the cost of the Project along with potential sources and expected construction and development costs. All financial models must be submitted both in print and digital form in an unlocked, fully functional with active formulas in Microsoft Excel.

3.10.3.4.5 A narrative statement explaining the economic feasibility of the proposed development. Respondents should provide full pro formas for the Term describing estimated projected income, operation expenses, debt service, debt reserves, initial reserves, and/or capital reserves for the Project. All financial models must be submitted both in print and digital form in an unlocked, fully functional with active formulas in Microsoft Excel.

3.10.4 *Part 4: Local Impact.* Information should be provided that will enable the LRA to evaluate the expected local impact from the proposed Project. At a minimum, the following items should be addressed:

3.10.4.1 The LRA's goal for the redevelopment of the LRA Property is sustainable job creation and economic impact in Ceiba, Naguabo and the eastern region of Puerto Rico, including Vieques and Culebra (the "Eastern Region"). Specify estimated number of direct, indirect and induced jobs to be created during construction and during operation of the Project and the number of jobs to be created allocated to individuals from the Ceiba and Naguabo communities as well as the Eastern Region. The Proposal must describe the activities to be implemented to ensure that employment opportunities, job training and/or business contracts related to the Project are made available to individuals and businesses located in these specific areas.

3.10.4.2 The Proposal shall include a strategy for maintaining community relations throughout the Term.

3.10.5 *Part 5: Customer Service.* The Microgrid Developer must offer reliable customer service to the LRA and Tenants at all times. On-time servicing is required to maintain customer confidence in the system. Respondent shall provide a description of:

- 3.10.5.1 Its proposed industry-standard outage and reliability metrics (e.g., SAIDI/SAIFI/CAIDI/CAIFI);
- 3.10.5.2 proposed end user agreements;
- 3.10.5.3 over-the-counter, online and/or call center customer service operations;
- 3.10.5.4 collections systems to be implemented; and
- 3.10.5.5 claims and repairs response procedures and levels of service.

3.10.6 *Part 6: Other.* Respondents are also asked to provide the following information:

3.10.6.1 Security: Provide a detailed description of any physical and cyber security measures to be implemented for the microgrid equipment and systems.

3.10.6.2 Legal Action History: Provide a listing and brief description of all legal actions for the past five years in which any firm that is part of the Respondent's team has been: a debtor in bankruptcy; a defendant in a lawsuit for deficient performance under a contract or failure to comply with laws or regulations; a defendant in an administrative action for deficient performance on a project or failure to comply with laws or regulations; or a defendant in any criminal action.

3.10.6.3 Acknowledgment of Responsibilities: Respondents should specifically acknowledge and address the following responsibilities: Where these responsibilities are addressed elsewhere in the Proposal, Respondents should reference as such by section and page. The responsibilities of the Microgrid Developer will be included and more fully developed in the agreements to be negotiated between the selected Respondent and the LRA. For purposes of this Proposal, Respondents should assume the following Microgrid Developer responsibilities, in addition to those mentioned in Section 1.3 (with the express understanding that the actual Microgrid Developer responsibilities may be expanded during negotiations):

3.10.6.3.1 Obtaining all requisite regulatory and governmental approvals to enable the construction, development, operation, maintenance and performance of the Project throughout the Term.

3.10.6.3.2 Securing financing for construction of the entire Project, including buildings, land improvements, infrastructure, pre-development costs, and any development costs.

3.10.6.3.3 Complying with all applicable laws and regulations.

3.10.6.3.4 Working in cooperation with the communities surrounding Roosevelt Roads and existing Tenants in implementing development in furtherance of the LRA's goals.

3.10.6.3.5 Developing detailed schedules for the planning, design, financing, construction, operation and maintenance activities. This activity includes the coordination of all agencies, consultants, architects, engineers, contractors, and property management functions.

3.10.6.3.6 Working in cooperation with the LRA to implement the Project.

3.10.7 *Part 7: Microgrid Management Agreement.* The Microgrid Developer shall provide specific comments and proposed language, as applicable, for any requested revisions to the outline of the Microgrid Management Agreement included within Exhibit A.

3.10.8 *Part 8: Other Respondent Representations and Acknowledgments.* By submitting a proposal, Respondent shall warrant and represent that it has become fully familiar with the conditions and terms related to the Microgrid Rules. The Respondent further represents that it thoroughly understands the Project and its intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as that apply to the Project, and that the Respondent will abide by same. The failure or omission of any Respondent to receive or examine the specifications, or to visit the LRA Property and become acquainted with the conditions there existing, shall in no way relieve the Respondent from any obligations relating to the performance of Project work, or any contract related to the Project. No subsequent claims will be recognized for additional costs of labor, materials, appliances, equipment, etc., or for difficulties encountered that could have been foreseen had such an examination been made.

3.11 Regulatory Changes. RESPONDENT EXPRESSLY ACKNOWLEDGES THAT IN THE EVENT THAT THE FINAL MICROGRID RULES CONFLICT WITH THE PROPOSED MICROGRID RULES, THAT THE PROPOSAL MUST BE IN COMPLIANCE WITH THE FINAL MICROGRID RULES OR ANY RELATED LAWS, RULES OR ORDERS THEN IN EFFECT. RESPONDENT ALSO ACKNOWLEDGES THAT THIS RFP MAY BE WITHDRAWN OR AMENDED IN RESPONSE TO ANY CHANGES IN APPLICABLE LAW, EITHER RELATED TO THE PROPOSED MICROGRID RULES OR OTHERWISE. IN THE EVENT THAT A PROVISION OF THE FINAL MICROGRID RULES OR ANY SUCH OTHER LAW, RULE OR ORDER REQUIRES AN AMENDMENT TO THIS RFP, THE LRA RESERVES THE RIGHT TO AMEND OR TERMINATE THIS RFP, AS WELL AS EXTEND THE TIME FOR A RESPONSE HEREUNDER.

4. SCHEDULE AND PROCESS

4.1 Proposal Timeline. The following chart indicates the schedule of events to prepare the Proposal:

Date	Event
May 1, 2018	<i>Issuance of RFP.</i> LRA issues this RFP.
May 21, 2018	<i>Request for Proposals Acknowledgement.</i> Respondents who intend to submit a Proposal shall submit the RFP Bidder Registration Form on or before this date to the contact listed in <u>Section 4.2</u> .
May 21, 2018	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Respondents are permitted to submit written questions, but only for purposes of clarifying this RFP. All submissions must be e-mailed to the LRA at the email address listed in <u>Section 4.2</u>
June 6, 2018	<i>Mandatory Pre-Proposal Conference, 10:00 a.m. AST, at Building 31, Roosevelt Roads</i>
June 15, 2018	<i>Submission of Written Questions After the Pre-Proposal Conference.</i> Questions are due by 4:00 p.m. AST on June 15, 2018.
June 29, 2018	<i>Addenda.</i> Issuance of final Addenda, if any
July 9, 2018	<i>Proposal Submission.</i> Completed Proposals are due by 4:00 p.m. AST on July 9, 2018, at the address set forth in <u>Section 4.2</u> . All Proposals will be time-stamped upon receipt and held in a secure place until this date.
On or about August 6, 2018	<i>Identification of highest ranked Respondent; negotiations to commence on the Definitive Agreements between LRA and highest ranked Respondent</i>
On or about September 4, 2018	<i>Execution of Definitive Agreements.</i>

4.2 Interpretations and Addenda. No interpretation or clarification of the meaning of any part of this RFP will be made orally to any Respondent with the exception of questions answered at the Pre-Proposal Conference. Otherwise, Respondents must request such interpretations or clarifications in writing from the LRA. Address requests for information or clarification of this RFP to lrainfo@lra.pr.gov. When submitting questions, please reference the RFP page and topic number. In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **4:00 p.m. AST on May 21, 2018**.

After the Pre-Proposal Conference, questions must be submitted in writing in accordance with the schedule set forth in Section 4.1. In the case of questions not submitted in a timely manner, the LRA will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal Due Date. When responding to Respondent questions or issuing addenda to the RFP, the LRA will post the answer or information online at www.rooseveltroads.pr.gov on the RFP's/EnergyRFP tab.

Proposals shall be submitted to:

Local Redevelopment Authority for Naval Station Roosevelt Roads
Attention: Ian Carlo Serna
Executive Director LRA
Fomento Industrial Building
#355 Roosevelt Avenue, Suite 106
Hato Rey, PR 00918
E-mail: lramicrogrid@lra.pr.gov

The LRA reserves the right to disqualify any Respondent who contacts a government official, employee, or agent concerning this RFP in a manner not in accordance with this section. Nothing in this section shall prohibit the LRA from conducting discussions with Respondents after the Proposal due date.

5. EVALUATION PROCESS

As part of the evaluation process, the LRA Evaluation Committee, the LRA Selection Committee and the LRA Board of Directors may engage in discussions with or submit additional written questions to any Respondent. Discussions might be held with individual Respondents to determine in greater detail the Respondent's qualifications, to explore with the Respondent the scope and nature of the required Scope of Work, to learn the Respondent's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at the Definitive Agreements that will be satisfactory to the LRA.

Respondents will be evaluated based upon the evaluation factors with associated evaluation point opportunities as follows:

Evaluation Criteria	Key Metrics	Point Allocation
Respondent financial history and performance	Ability of Respondent, directly or through parent guaranty or other credit enhancement, to financially support its obligations in the Proposal	10
Microgrid development experience	Experience of Respondent in similar microgrid developments with higher points awarded for projects with islanding capabilities	15
Microgrid operation and maintenance experience	Experience of Respondent in similar microgrid projects with higher points award for integration of scaled generation sources to match increased load	15

Evaluation Criteria	Key Metrics	Point Allocation
Technology Solution	Emphasis on scalability and resilience of systems	20
Percentage of generation from renewable sources	Commitment level to provide renewable generation in excess of minimum requirements per the Microgrid Rules	20
Cost response including Tenant rates and charges	Detailed description of class of service charges for energy and capacity with framework for cost escalations over the Term as compared to PREPA forecasts for similar services	20
Customer service proposal	Detailed description of Microgrid Developer's plan to meet electrical service needs of Tenants, including reliability standards	15
Revenue sources to the LRA	Amount of lease revenue proposed to the LRA for the leasing of property for siting generation assets or otherwise and the total amount of leased property as specified per Section 2.9.2	5
Capital investment (initial phase and at future build out)	Amount of capital to be invested in the Project	5
Time to execution (initial phase)	Proposed timeframe to commercial operation of management of distribution system and installation and commissioning of onsite generation capable of supplying all Tenant power requirements. Ideal operation commence date late 2019-early 2020	10
Comments to Microgrid Management Agreement	Extent of comments to Microgrid Management Agreement as such relate	5

Evaluation Criteria	Key Metrics	Point Allocation
	to likelihood of achieving agreement on Definitive Agreements	
Local job creation and business contracting	Amount of likely local job creation with a bonus for commitments to source at least 50% of jobs from communities neighboring Roosevelt Roads	10
Total:		150

The LRA may in its discretion require one or more Respondents to make presentations to the Evaluation Committee or appear before the LRA and/or its representatives for an interview. During such interview, the Respondent may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the LRA deems appropriate. Respondents will be notified in advance of the time and format of such meetings.

After submission of Proposals and review by the evaluation committee, the Board of Directors of the LRA will make the final determination of which Respondent's Proposal is selected to first engage in exclusive negotiations with the LRA. Upon such determination, the LRA will notify the successful Respondent and promptly commence negotiations of the Definitive Agreements and any related documents with the Respondent. In the event that the Board of Directors does not issue its determination within one hundred eighty (180) calendar days after the Proposal submission deadline set forth on the cover page to this RFP, each Respondent may request that its Proposal be withdrawn from consideration.

6. Microgrid Management Agreement

An outline of terms and conditions of the Microgrid Management Agreement that the selected Respondent will be expected to enter into will be posted on the LRA's website shortly and, after posting, will be deemed to be incorporated herein as Exhibit A. Per Section 6.1, each Respondent must state specifically in its Proposal any exceptions to the terms and conditions of the Microgrid Management Agreement, and any proposed additional terms or conditions thereto deemed important by the Respondent. The LRA will take any such exceptions and proposed additions into account during the evaluation process as noted in the above evaluation chart. Any individual terms and conditions that the Respondent does not specifically object to will be incorporated into the Microgrid Management Agreement. The terms and conditions set forth in the draft Microgrid Management Agreement are not all inclusive. Respondent acknowledges that the LRA may propose additional terms and conditions based on the responses to this RFP and the LRA's analysis of the successful Respondent's Proposal.

6.1 Exceptions to the RFP and the Microgrid Management Agreement. An "exception" is defined as the Respondent's inability or unwillingness to meet a term, condition, specification, or

requirement in the manner specified in the RFP, including the draft Microgrid Management Agreement. All exceptions taken must be identified and explained in writing in the Proposal and must specifically reference the relevant section(s) of this RFP including the relevant sections of the Microgrid Management Agreement. Other than exceptions that are stated in compliance with this section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the Respondent provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Respondent's solution, must be described in detail. If exceptions are not identified in the Proposal, such individual exceptions by Respondent may not be considered during negotiation of the Microgrid Management Agreement. If legal counsel needs to review the terms and conditions of the Microgrid Management Agreement before the Respondent can sign the Microgrid Management Agreement, such reviews must be completed before the Proposal is submitted.

7. MISCELLANEOUS TERMS AND CONDITIONS APPLICABLE TO ALL RESPONDENTS

7.1 Questions and Information. Any questions, requests for clarification, and general information requests must be sent by e-mail to the LRA at Iramicrogrid@lra.pr.gov in accordance with the deadlines set forth above; no telephone inquiries will be accepted. The LRA will provide all prospective Respondents with copies of any questions it receives and any answers, clarifications and/or information it provides in response thereto. Such information will be posted on www.rooseveltroads.pr.gov on the RFP's/EnergyRFP tab section, on a rolling basis. Only written responses posted on the website will be considered binding.

7.2 Reference Documents. To assist Respondents in preparing to respond to this RFP, the LRA has created a website at www.rooseveltroads.pr.gov on the RFP's/EnergyRFP tab. The website contains all exhibits and other documents which will be of assistance in the development of the Proposals.

7.3 Amendments to this RFP. This RFP may be amended by formal amendment, document, letter, or facsimile. If this RFP is amended, then all terms and conditions that are not amended remain unchanged. Any amendments will be posted on the RFP's/EnergyRFP Tab of www.rooseveltroads.pr.gov and sent via email to Respondents that submitted a Bidder Registration Form.

7.4 Authorizations by Proposal. Any and all information provided by a Respondent and its team members may be used by the LRA to conduct credit and background checks. Respondent agrees to execute any additional documentation requested by the LRA to evidence this consent. At its discretion, LRA staff may contact references and industry sources, investigate previous projects and current commitments, interview some or all of the proposed development team members, and take any other information into account in its evaluation of the responses. The LRA reserves the right to request clarifications or additional information and to request that Respondents make presentations to the LRA, community groups, or others.

7.5 Teaming Arrangements and Special Purpose Entities. Multiple Respondents may form a joint venture for the purpose of submitting a Proposal. A special purpose entity may be

created for the purpose of submitting a Proposal. When a joint venture will be utilized, please present information for both entities and include with your Proposal a copy of the legal documentation establishing the joint venture, as further described in Section 3.10.1.

7.6 Hold Harmless. By participating in this RFP process, each Respondent agrees to indemnify and hold harmless the LRA and its officers, employees, contractors and advisors from and against any and all real estate and other brokerage fees or commissions, finder's fees, and any other forms of compensation related in any way to activities undertaken by any person as a result of such person's efforts towards and/or participation in this RFP process or the submission by such person of a proposal, and liabilities, losses, costs, and expenses (including reasonable attorney's fees and expenses) incurred by any indemnified party as a result of, or in connection with, any claim asserted or arising as a result of, or in connection with, this RFP process. This includes any and all activities related to the LRA's exclusive negotiations with the selected Microgrid Developer.

7.7 Public Information. All information submitted in response to this RFP becomes property of the LRA. The documents and other records submitted to the LRA are part of the public record and subject to public disclosure; accordingly, information submitted should be expected to be subject to public availability. Therefore, any response submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information.

7.8 Organizational Conflicts of Interest. Each Respondent should clearly identify in its Proposal any person or entity that has assisted the Respondent to prepare its Proposal that has advised, or is currently advising, the LRA on any aspect of the Project or the redevelopment of the LRA Property.

7.9 Other Terms and Conditions. Law No. 508 and its regulations, as well as all applicable Puerto Rico and Federal laws and regulations, will govern this RFP and all agreements entered into in connection with this RFP.

7.10 Not a Contract. This RFP does not constitute an offer to enter into a contract with any individual or entity, thus no contract of any kind is formed under, or arises from, this RFP.

7.11 Confidentiality of Information Associated to LRA. Information associated to the LRA or a government entity obtained by the Respondents as a result of participation in this RFP is confidential and must not be disclosed without prior written authorization from the LRA.

7.12 Reservation of Rights. The LRA reserves the right, in its sole and absolute discretion, to:

7.12.1 Change or amend the business opportunities described in this RFP;

7.12.2 Cancel or suspend this RFP process or any or all phases, at any time for any reason;

7.12.3 Accept or reject any Proposal based on the selection criteria and as determined by the discretion of the LRA;

7.12.4 Waive any defect as to form or content of this RFP or any response thereto;

7.12.5 Not accept any or all Proposals;

7.12.6 Select one or multiple Respondents that will best meet the LRA's needs and objectives, regardless of differences in fees and expenses among Respondents;

7.12.7 Reject all or any Proposals without any obligation, compensation or reimbursement to any Respondent or any of its team members; and

7.12.8 Extend any date, time period or deadline provided in this RFP, upon notice to all Respondents.

7.13 Restriction of Damages. Each Respondent agrees that:

7.13.1 In the event that any or all Proposals are rejected, or this RFP is modified, suspended or cancelled for any reason, neither the LRA nor any of its officers, employees, contractors or advisors will be liable, under any circumstances.

7.14 Disclosure.

7.14.1 As required by Law No. 508, the information submitted by the Respondents will be published on the Internet once the contract is adjudicated, with the exception of the information identified as confidential.

7.14.2 All public information generated in relation to the process, including communications with the media and the public, must be coordinated with, and is subject to prior approval of the LRA.

7.15 No Obligation to Accept Proposals. The LRA is not obligated to accept a Proposal where, at the discretion of the LRA, it is not in compliance with the requirements of this RFP; or it includes a false or misleading statement, claim or information; or background checks reveal any false statements in the Proposal.

7.16 No Collusion or Fraud. Each Respondent is held responsible to ensure that its participation in this RFP process is conducted without collusion or fraud.

Exhibit A
Microgrid Management Agreement

Note: Will be available on the LRA's website shortly.

Attachment I

Bidder Registration Form



GOVERNMENT OF PUERTO RICO

Local Redevelopment Authority
for Roosevelt Road

BIDDER REGISTRATION FORM

Developers and investors participating in the RFP processes should complete the following Bidder Registration Form and send it by email to: lramicrogrid@lra.pr.gov by May 21, 2018 by 4:00pm:

First Name _____ Last Name _____

Title _____

Company _____

Address _____

City _____ State _____ Zip Code _____ Country _____

Email _____

Work Phone Number _____ Cell Phone Number _____

Fax Number _____

All RFP update information will be sent by the LRA to lramicrogrid@lra.pr.gov and posted to our website www.rooseveltroads.pr.gov/RFP's/EnergyRFP

Attachment II

Legal Requirements



GOVERNMENT OF PUERTO RICO

Local Redevelopment Authority
for Roosevelt Road

Legal Requirements

1. Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Executive Agencies of the Commonwealth of Puerto Rico

All respondents shall comply with Act No. 84 of 2002, known as the 'Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Executive Agencies of the Commonwealth of Puerto Rico'. The acceptance with the norms established therein is an essential and indispensable condition in order to execute transactions or enter into agreements with the LRA. Also, the LRA follows the pertinent state and federal laws regarding potential organizational conflicts of interest.

The Code of Ethics applies to any natural or juridical person, or groups of persons or associations, that wishes to establish a contractual, commercial or financial relationship with Executive agencies (including public corporations and instrumentalities of the Commonwealth of Puerto Rico). Also, the Code of Ethics defines a 'conflict of interest' as a situation in which the personal or financial interests of the contractor or supplier is, or could reasonably be, in contravention of the public interest.

Therefore the Code of Ethics requires, among other things, that respondents comply with the following ethical obligations and responsibilities:

- a. disclose all information needed by the LRA to evaluate the transactions in detail, and make correct and informed decisions;
- b. observe the precepts and principles of excellence and honesty that cover his/her profession, in addition to the norms or canons of ethics of the association or college of which he/she is a member and that regulate his/her trade or profession in the relationship with their competitors as well as with the Commonwealth of Puerto Rico;

- c. not offer or deliver, directly or indirectly, goods of monetary value, contributions, gifts, gratuities, favors, services, donations, loans or share in any commercial or legal entity to a public servant or former public servant or a member of his/her family, with which he/she desires to establish a contractual, commercial or financial relationship;
- d. not intervene in matters that could result in a conflict of interest or that could appear as such. Therefore, no person shall contract with the LRA if there is any conflict of interests.

Every respondent shall certify that he/she does not represent private interests in cases or matters that imply conflicts of interest, or of public policy, between the LRA and the private interests he/she represents; and

- a. not to use confidential information acquired in the course or as a result of any negotiation that has been entrusted to him/her through a contract by the LRA, for purposes foreign to the contracted endeavor, not obtain, directly or indirectly, any financial advantage or benefit for him/herself, for any member of his/her family unit, or another other person, business or entity.

Also, the Code of Ethics imposes certain obligations on private parties that are geared towards preventing that one party have an “unfair advantage” over another. In that sense, the LRA considers that an unfair advantage may arise when a prospective respondent has information about the Project that is not generally available to all other prospective respondents, and that such information may be material to an outcome related to the Project. An unfair advantage may also arise if a prospective respondent is in a position to influence the outcome of the competition through a relationship with the LRA.

As a result, prior to submitting a proposal or response to an RFQ/RFP, each potential respondent shall conduct an internal review of its current affiliations and shall require its team members to identify actual, potential or perceived conflicts of interest or unfair advantages relative to the anticipated procurement. Potential respondents are notified that prior and existing contractual obligations between a company and a federal or state agency relative to the proposed procurement may present a conflict of interest or an unfair advantage. If a potential respondent identified an actual, potential or perceived conflict of interest or unfair advantage, it shall submit in writing the pertinent information so that a determination can be made as to the extent of the conflict or unfair advantage. The LRA will review potential or perceived conflicts of interest and unfair advantages related to each procurement process sponsored by the LRA.

2. Other Contractual Requirements

Once selected, a respondent should be ready to submit the following documents prior to formally entering into a contract with the LRA:

- a. A Certification of Existence or Certification that the organization is duly authorized to do business in Puerto Rico. The Certification to do business in Puerto Rico applies to foreign companies, it indicates that the applicant is authorized to do business in Puerto Rico. They must be current, indicate the dates of issuance and incorporation or of authorization to do business in Puerto Rico, and must be issued by the Department of State.
- b. Indicate whether the organization is an association, corporation, limited liability corporation, or have another corporate structure. If you are a corporation, submit the incorporation certificates and the good standing certificate from the Puerto Rico Department of State.
- c. Include a sworn statement certifying that the respondent and/or its respective shareholders, directors, partners, officers, officials, executives, principals and/or employees, have neither been convicted nor has probable cause for their arrest been found against them, nor are they being investigated under any administrative, judicial or legislative procedure, whether within or outside of Puerto Rico, as a result of any crime constituting fraud, embezzlement or misappropriation of public funds, as provided in Act No. 458 of 2000, as amended by Law No. 428 of 2004, or any other legal provision penalizing crimes against the treasury and the public trust, and that the person signing the statement has not been investigated, arrested, convicted, or found guilty or sentenced as a result of said criminal conduct (Ley Núm. 458 de 29 de diciembre de 2000 y Ley Núm. 428 de 22 de septiembre de 2004).
- d. Present an Income Tax Return Submission Certificate issued by the Internal Revenue Area of the Puerto Rico Department of Treasury, to the effect that the respondent has submitted its annual Income Tax Returns for the past five (5) years. If the respondent is not obligated or has not been obligated to render the Income Tax Returns during all or part of the period of the last five (5) years, the respondent must present a Sworn Statement stating the reasons the respondent was not obligated to render the Income Tax Returns.
- e. Debt Certificate issued by the Internal Revenue Area of the Puerto Rico Treasury Department, even if the respondent has certified that does not possess Tax Debts.
- f. Debt Certificate, issued by the Center for the Collection of Municipal Income ("Centro de Recaudaciones de Ingresos Municipales (CRIM)").

- g. Certificates issued by the Puerto Rico Labor Department for the following:
 - o Negative Certificate of Debt of Unemployment Insurance, Temporary Non- occupational Disability Taxes, and Negative Certificate of Debt of Chauffeurs Insurance (“Certificación negativa de Deuda de Contribuciones de Seguro por Desempleo y Seguro por Incapacidad Temporal no Ocupacional” and “Certificado de Deuda Seguro Choferil”).
 - o In-effect policy (pólizas vigentes) certificate with the State Fund Insurance Corporation (“Corporacion del Fondo del Seguro del Estado”).
 - o No-Debt Certificate with the State Fund Insurance Corporation (“Corporacion del Fondo del Seguro del Estado”).
- h. Sworn statement certifying that no person with interest in the proposal is an official or employee of the LRA or the Commonwealth of Puerto Rico and its instrumentalities.
- i. The person that signs all documents must be fully authorized to do so. If a person is designated as a representative, the respondent must provide a Resolution authorizing such designation.
- j. If the respondent has a payment plan agreement with any agency, instrumentality or public corporation of the Commonwealth of Puerto Rico in which a certificate for this proposal is required, the respondent must submit evidence of an up-to-date payment certificate.
- k. If the respondent cannot submit the certificates required by this section, the respondent must present a sworn statement stating the reasons the respondent is not obligated to comply with this requirement.

3. Municipal License Tax (“Patente”)

As a general rule, all businesses are subject to a municipal license tax on the “volume of business” transacted in each municipality in Puerto Rico. The term “volume of business” has been defined as the gross income that is received or earned from the rendering of any service, the sale of any goods or from any other industry where the main organization maintains its offices. The applicable tax rate varies between municipalities, but it may not exceed 0.5% for general businesses and 1.5% for financial businesses.

A declaration of the volume of business must be filed on or before five working days after April 15 of each year, with the Director of Finance of each municipality where the business is doing business and has received or earned income through offices, branches, warehouses or other form of commercial or industrial organization. Businesses with a volume of business equal to, or less, than

\$3,000,000 must attach a copy of their income tax return with the volume of business declaration. If the volume of business exceeds \$3,000,000, audited financial statements must be submitted with the declaration. A certificate duly signed and issued by the Director of Finance should be displayed as evidence of the payment of the tax.

4. Municipal Construction Excise Taxes

The municipalities of Puerto Rico also are empowered to impose an excise tax on the value of any construction project within their territorial limits. The tax rate varies from municipality to municipality. Certain exemptions may be available depending on the purpose of the construction project. Also, a construction permit issued by the Permit Management Office or the Municipality Permit Office can be required.

5. Other Requirements

Comply with all rules, regulations, executive orders, administrative orders and requirements of local and federal governmental agencies having jurisdiction over the operation.

Appendix A

Distribution System

Existing Electrical Distribution System

General Description

The Roosevelt Roads electrical facilities are currently connected to the Puerto Rico Electric Power Authority (PREPA) grid through a 115 kV Electrical Main Substation located in the Dagua Sector, in Ceiba, (adjacent to Roosevelt Roads).



Photo 1: PREPA Dagua Main Electrical Substation

From the Dagua Substation, PREPA power is transformed from 115 kV to 38 kV for two main 38 kV circuits that service the Base. These two sub-transmission lines 38 kV lines feed the main industrial areas and feed other distribution substations for 13.2 kV and 4.16 KV aerial lines used mainly for Commercial and Residential loads. (See System Maps at the end of this Appendix)

The distribution system consists of approximately 123 wooden poles and seven (7) main substations distributed along the premises. There are only small portions of underground distribution on specific buildings or facilities.

Currently only one substation is servicing the premises, Substation India. Another substation, Alpha, is servicing the Jose Aponte de La Torre Airport, but is outside the premises and the project area. tAll other substations are not in operating conditions.

After Hurricane Maria event, almost 50% of the aerial distribution system poles where brought down. A project for emergency replacement on the main distribution corridors (13.2 and 38 kV) is underway by the LRA in order to provide service to the current tenants.



Photo 2: Existing Poles



Photo 3: Existing Poles

Substations Description

For the availability of 13.2 KV and 4.16 KV distribution voltages, the facilities have 7 main substations:

Table 1: Main Electrical Substations

Substation	Capacity (kVA)	Primary (kV)	Secondary (kV)
Alpha* (Airport Service)	3000	38	13.2
Delta	5000	38	13.2
Charlie	6500	38	13.2
India	5000	38	13.2
Bundy	3000	38	4.16
FDR	5000	38	4.16
Coral Sea	5000	38	4.16

Substation Alpha

This is the substation that services the Airport. It has two 1,500 KVA transformer from 38 KV to 13.2 KV. The owner of the Substation is the Puerto Rico Ports Authority and **will not be incorporated into the Roosevelt Roads Redevelopment Plan.**

Substation Delta



Photo 4: Substation Delta

This substation is located between Nimitz Road and Langley Road. This substation has a 5,000 KVA transformer from 38 KV to 13.2 KV. It serves mainly the 13.2 distribution aerial lines of the area for then, with transformer, converting to 120/240 volts, 120/208 volts and 277/480 volts services.



Photo 5: Switchgear at Substation Delta (13.2KV)

Substation Charlie



Photo 6: Substation Charlie

This substation is located in Langley Road. This substation has two main transformers: 5,000 KVA and 1,500 KVA from 38 KV to 13.2 KV. It provides the 13.2 distribution aerial lines for the area and also provides, through distribution transformers the 120/240 volts, 120/208 volts and 277/480 volts services.



Photo 7: Switchgear at Substation Charlie (13.2KV)

Substation India



Photo 8: Substation India

This substation is located between Valley Forge Road and Forrestal Drive. This substation has a main transformer of 5,000 KVA from 38 KV to 13.2 KV. It provides the 13.2 distribution aerial lines for the area and also provides, through distribution transformers the 120/240 volts, 120/208 volts and 277/480 volts services.



Photo 9: Switchgear at Substation India (13.2KV)

Pier Substations



Photo 10: Substation at Card Street

There are two additional main substations at the Piers that serve mainly the Pier Area at 480 volts, transforming from 38 KV. The substation located at the Card Street is 2,000 KVA and the substation located at Breton Street with two transformer of 2,500 KVA each.



Photo 11: Substation at Breton Street

Substation Bundy



Photo 12: Substation Bundy

This substation is located at the Bennington Road. This substation has two transformer of 1,500 KVA each transforming from 38 KV to 4.16 KV. It provides 4.16 KV distribution aerial lines for the area for the 120/240 volts, 120/208 volts and 277/480 volts services.



Photo 13: Substation Bundy

Substation FDR



Photo 14: Substation FDR

This substation is located at the corner of FDR Drive and Saratoga Road. This substation has a transformer of 5,000 KVA transforming from 38 KV to 4.16 KV. It provides 4.16 KV distribution aerial lines for the area for the 120/240 volts, 120/208 volts and 277/480 volts services.



Photo 15: Switchgear at FDR Substation (4.16KV)

Substation Coral Sea



Photo 16: Substation Coral Sea

This substation is located at the corner of FDR Drive and Coral Sea Road. This substation has a transformer of 5,000 KVA transforming from 38 KV to 4.16 KV. It provides 4.16 KV distribution aerial lines for the area for the 120/240 volts, 120/208 volts and 277/480 volts services.

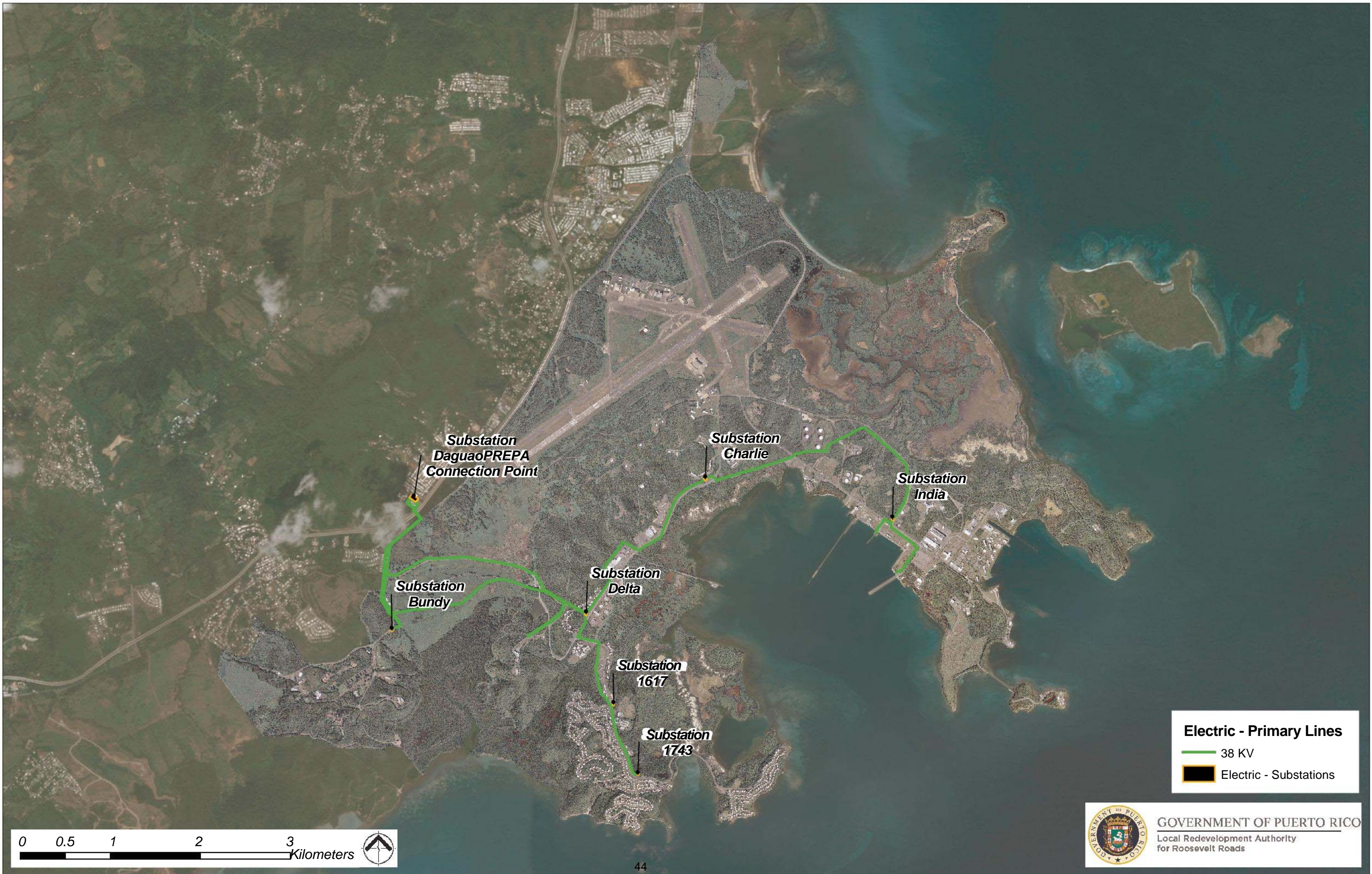


Photo 17: Switchgear at Substation Coral Sea (4.16KV)

PREPA Distribution System Recommendations

The Puerto Rico Electric Power Authority (PREPA) did an evaluation report of the Roosevelt Roads Facilities in September 10, 2010, and they provide the following recommendations:

- Electrical distribution loads conversion from 4.16 KV to 13.2 KV in order to eliminate the voltage of 4.16 KV from Puerto Rico's electrical system.
- Substations Bundy, FDR and Coral Sea are limited in capacity and recommend that those substation must be removed or converted to 13.2 KV.
- Any new development must be connected to the 13.2 KV distribution systems.
- Existing substations 13.2 KV must have a minimum area of 2,000 square meters, so they can comply with the spacing required for the proper maintenance, repair works, safety clearance and will also permit to increase the capacity of the 13.2 KV substation for serving the new projects that will be developed in the future.
- Sub-transmission lines 38 kV and distribution lines 13.2 kV are limited in capacity (gauges of the lines) and must be increased to 556.5 kcmil ACSR.
- Wooden poles must be replaced with steel or concrete poles.



**Substation
DaguaopREPA
Connection Point**

**Substation
Charlie**

**Substation
India**

**Substation
Bundy**

**Substation
Delta**

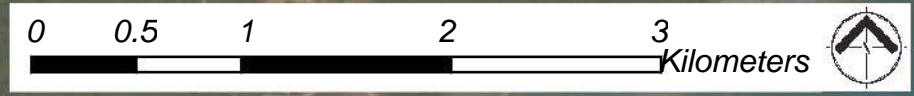
**Substation
1617**

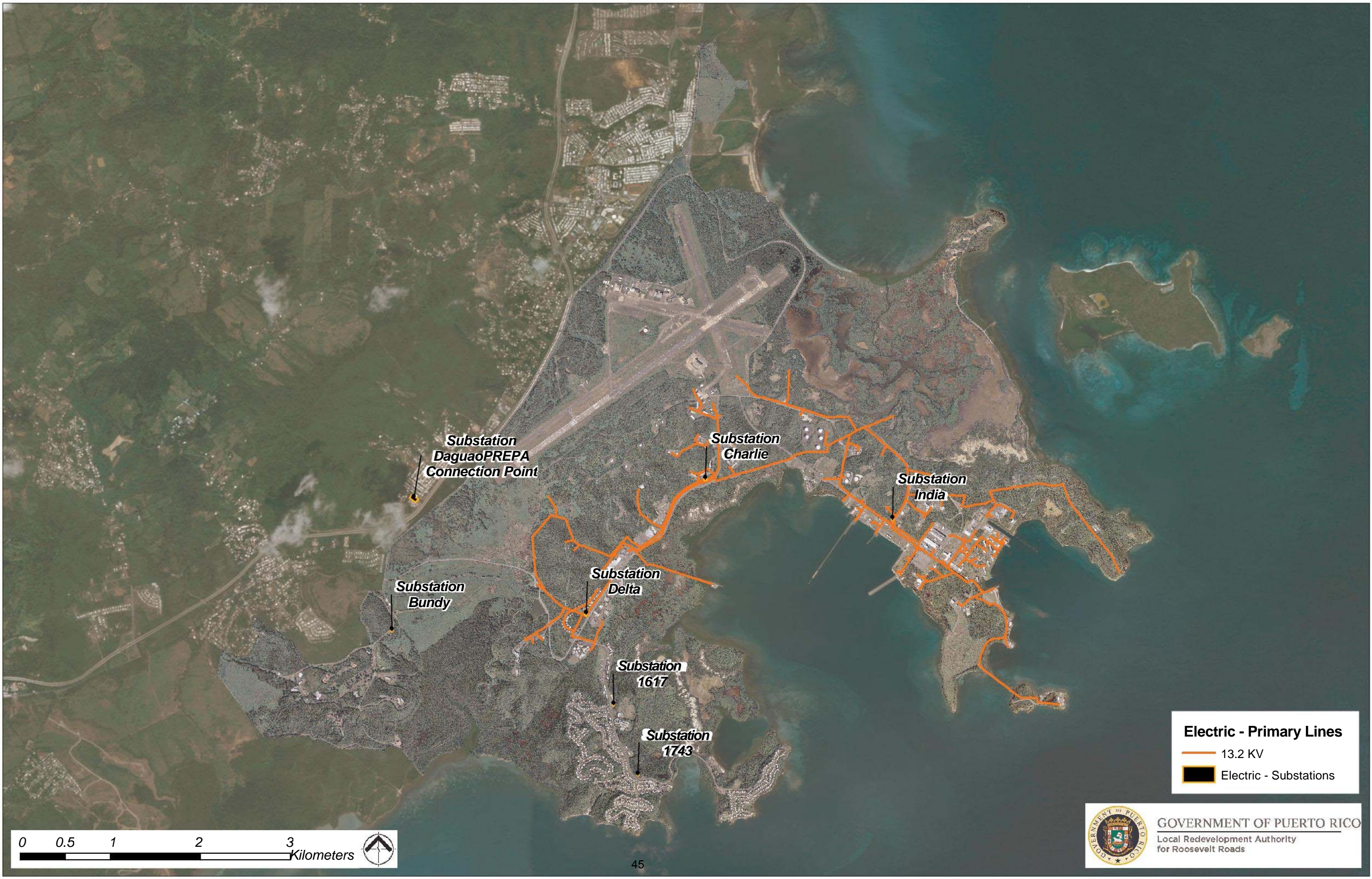
**Substation
1743**

Electric - Primary Lines

38 KV

Electric - Substations

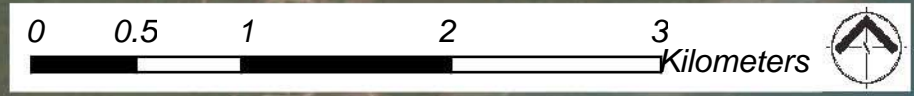


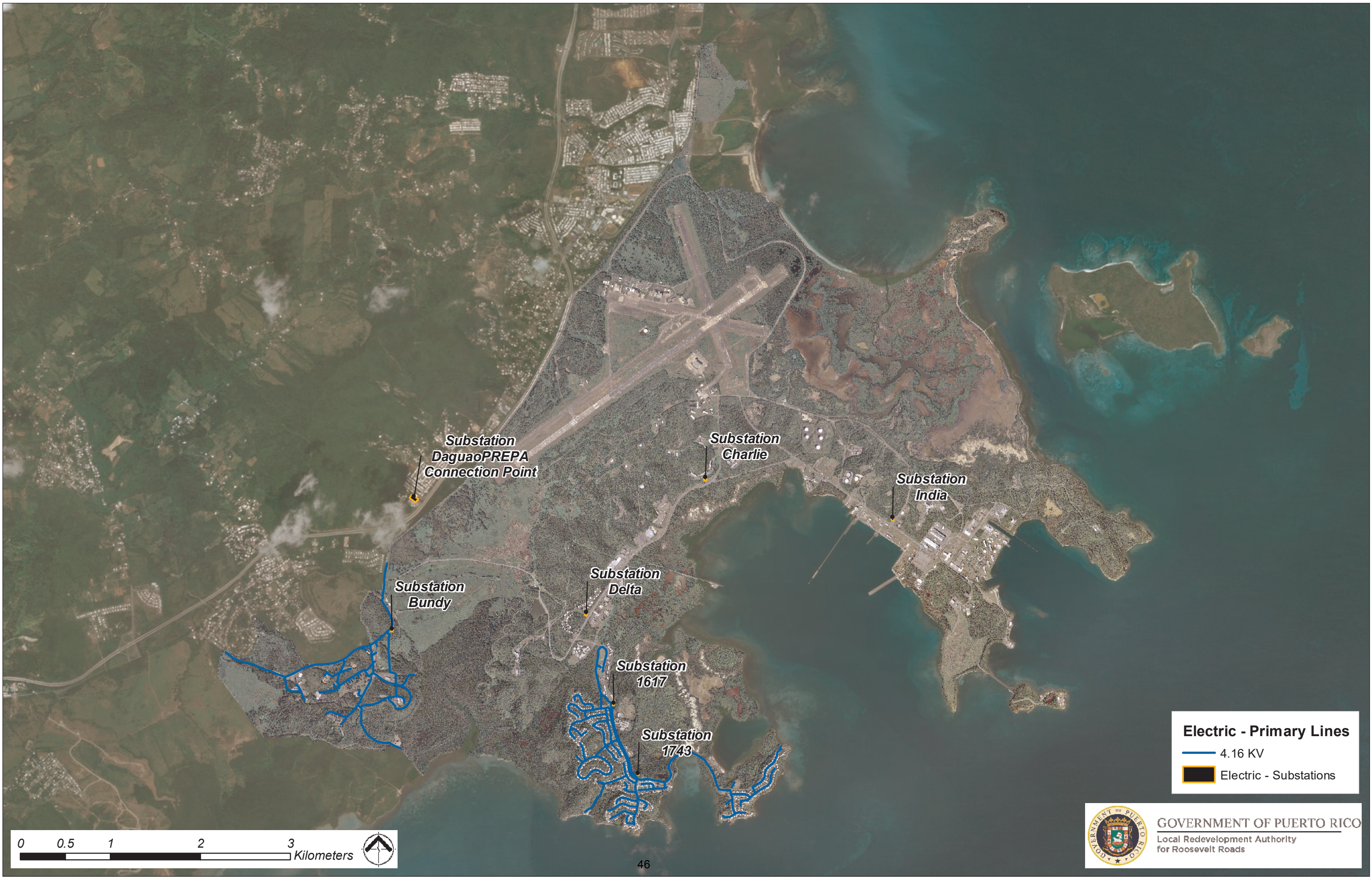


Electric - Primary Lines

— 13.2 KV

■ Electric - Substations





Substation
DaguaopREPA
Connection Point

Substation
Charlie

Substation
India

Substation
Bundy

Substation
Delta

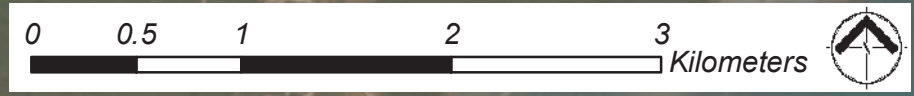
Substation
1617

Substation
1743

Electric - Primary Lines

— 4.16 KV

■ Electric - Substations



Appendix B

Summary of Electric Loads Demands

(Updated - March 19-2018)

SUMMARY OF ELECTRIC LOADS DEMANDS FOR CURRENT & PROPOSED TENANTS AT ROOSEVELT ROADS ALL DEVELOPMENT PHASES (YEARS 2018-2040)

Year Period	Accumulated Load Demand	
	kVA	MVA
2018	1,418	1.4
2019-2020	2,225	2.2
2021-2024	5,926	5.9
2025-2028	17,579	17.6
2029-2032	27,966	28.0
2033-2036	49,963	50.0
2036-2040	69,539	69.5

(Updated - March 19-2018)

ELECTRIC LOADS DEMANDS FOR CURRENT & PROPOSED TENANTS AT ROOSEVELT ROADS - ALL DEVELOPMENT PHASES (YEARS 2018-2040)

Parcel Zone	Name	Condition	Projected Use	Development Area (Gross Square Feet)	Dev. Area (acres)	Hospital Beds	Hotel Rooms	Dwelling Units	Students	Boat Slips	Passengers / Visitors	Load Rate	Load Demand kVA 13.2kV	Load Demand kVA 38.0kV
YEAR 2018														
B4	Water Treatment Plant	Existing Facilities	Potable Water Treatment Plant	3,800								0.10kVA/ sq. ft.	380	0
D1	Langley Urban Strip	Existing Facilities	CROEC Educational Facilities (Former Elementary School) - Includes classrooms, library, school administration, cafeteria, gym, showers and basketball court, bedroom areas.	67,368					250			Existing Transformer Capacity	300	0
A1	(Federal Property)	Existing Facilities	National Guard Boat Ramp (2301)	9,500								0.002kVA/ sq. ft.	19	0
B1	(Federal Property)		Homeland Security Boat Ramp + Proposed. Customs-Border Patrol Building (2217)	2,500								0.0138kVA/ sq. ft.	35	0
A3	Commercial Marina		Armed Forces Reserve Center (29, B2468, B2469, B2-B5, B4)	70,000								0.008kVA/ sq. ft.	560	0
A2	Forrestal Bayview Hills		DRNA-FURA Office (2334)	4,000								0.010kVA/ sq. ft.	40	0
			LRA Office (1205)	2,500								0.010kVA/ sq. ft.	25	0
			Pure Adventours (1715)	900								0.010VA/ sq. ft.	9	0
			Nautas (467)	2,000								0.010kVA/ sq. ft.	20	0
			Para La Naturaleza (2332)	3,000								0.010kVA/ sq. ft.	30	0
			Phase Total	165,568	0	0	0	0	250	0	0	Phase Total kVA =	1,418	0
Total Accumulated Demand =													1,418	0

Parcel Zone	Name	Condition	Projected Use	Development Area (Gross Square Feet)	Dev. Area (acres)	Hospital Beds	Hotel Rooms	Dwelling Units	Students	Boat Slips	Passengers / Visitors	Load Rate	Load Demand kVA 13.2kV	Load Demand kVA 38.0kV
ADDITIONAL DEVELOPMENTS ON YEARS 2019-2020														
A3	Commercial Marina	Proposed Facilities	Marina	5,000						70		0.5kVA/boat slip	35	0
B1	Waterfront Industrial		Drydock (shipyard)	180,000								Given demand	250	0
A1	Waterfront District		Ferry Terminal New Building (or alternative to use Building 2351)	5900							400	0.15kVA/passenger	60	0
			All Hands Public Beach (Restrooms and Concession) 4 plumbing fixtures	500								0.0138kVA/ sq. ft.	7	
D1	Langley Urban Strip	Proposed Facilities											0	0
			Eldery Apartments (former Nay Lodge)	30,000				100				4kVA/ apt	400	0
I2	Langley Lowlands	Proposed Facilities	Ecologic Preservation (Horse Riding & Stables)	4,000								0.0138kVA/ sq. ft.	55	
			Phase Total	191,400	0	0	0	0	0	70	400	Phase Total =	807	0
Total Accumulated Demand =													2,225	0

Parcel Zone	Name	Condition	Projected Use	Development Area (Gross Square Feet)	Dev. Area (acres)	Hospital Beds	Hotel Rooms	Dwelling Units	Students	Boat Slips	Passengers / Visitors	Load Rate	Load Demand kVA 13.2kV	Load Demand kVA 38.0kV
ADDITIONAL DEVELOPMENTS ON YEARS 2021-2024														
A1	Waterfront District	Proposed Facilities	Mixed-use Development	50,000								0.0138kVA/ sq. ft.	690	0
			Cruise Ship Terminal								1500	Given Data	500	0
A2	Forrestal Bayview Hills	Proposed Facilities	Mixed-use Development	35,000								0.0138kVA/ sq. ft.	483	0
A4	Hospital Parcel	Proposed Facilities	Hospital (1790)	130,000		100						4kVA/bed	0	400
			Other Buildings on Hospital Parcel	10,000								0.0138kVA/ sq. ft.	138	0
B2	Fuel Terminal	Proposed Facilities	Tank Farm Building 192 Laboratory	4,923								0.0138kVA/ sq. ft.	68	0
			Tank Farm Building 1982 Pump Station	1,000								Given demand	350	0
B3	Light Industrial	Proposed Facilities	Light Industrial	60,000								0.007kVA/ sq. ft.	420	0
C2	Punta Puerca	Proposed Facilities	Visitors Center, research	15,000								0.0138kVA/ sq. ft.	207	0
			Eco-Lodging				50					2kVA/ room	100	0
D1	Langley Urban Strip	Proposed Facilities	Mixed-use Development	25,000								0.0138kVA/ sq. ft.	345	0
			Phase Total	330,923	0	100	50	0	0	0	1500	Phase Total =	3,301	400
Total Accumulated Demand =													5,526	400

Parcel Zone	Name	Condition	Projected Use	Development Area (Gross Square Feet)	Dev. Area (acres)	Hospital Beds	Hotel Rooms	Dwelling Units	Students	Boat Slips	Passengers / Visitors	Load Rate	Load Demand kVA 13.2kV	Load Demand kVA 38.0kV
YEARS 2025-2028														
A1	Waterfront District	Proposed Facilities	Commercial Mixed Use	87,500								0.0138kVA/ sq. ft.	1,208	0
			Residential Units	375,000				150				8.50 kVA/ dwelling	1,275	
			Hospitality	50,000			100					4kVA/ room		400
			Industrial (wind/photovoltaic farms)	5,250	17.5							0.0138kVA/ sq. ft.	72	
			Golf/ Parks / Recreational	12,500	27.5							0.0138kVA/ sq. ft.	173	
			Marina	30,000						30		0.5kVA/boat slip	15	0
				560,250										
A2	Forrestal Bayview Hills	Proposed Facilities	Commercial Mixed Use	100,000								0.0138kVA/ sq. ft.	1,380	0
			Residential Units	100,000				40				8.50 kVA/ dwelling	340	
			Hospitality (Ocean View Inn)	37,500			75					2kVA/ room	150	
				237,500										
A3	Commercial Marina	Proposed Facilities	Commercial Mixed Use	62,500								0.0138kVA/ sq. ft.	863	
			Residential Units	125,000				50				8.50 kVA/ dwelling	425	
			Hospitality (Small Hotel)	17,500			35					2kVA/ room	70	
				205,000										
B2-3	Light Industrial Support	Proposed Facilities	Light Industrial	112,500	60							0.007kVA/ sq. ft.		788
				112,500										
C1	Marsh Vista	Proposed Facilities	Light Industrial	81,250	5							0.007kVA/ sq. ft.		569
			Recreational	25,000	70							0.0138kVA/ sq. ft.	345	
				106,250										
C2	Punta Puerca	Proposed Facilities	Hospitality (Eco-Lodge)	25,000			25					2kVA/ room	50	
			Institutional	2,500								0.0138kVA/ sq. ft.	35	
			Recreational	12,500	62.5							0.0138kVA/ sq. ft.	173	
				40,000										
C3	Punta Medio Mundo	Proposed Facilities	Hospitality (Small Lodge)	15,000			15					2kVA/ room	30	
			Recreational	2,500	23							0.0138kVA/ sq. ft.	35	
				17,500										
D1	Langley Urban Strip	Proposed Facilities	Commercial Mixed Use	75,000								0.0138kVA/ sq. ft.	1,035	
				75,000										
D2	South Princeton Hill	Proposed Facilities	Recreational	1,500	12.5							0.0138kVA/ sq. ft.	21	
			Public Facilities (Museum)	8,000								0.0138kVA/ sq. ft.	110	
			Hospitality (Small Lodge)	8,000			16					2kVA/ room	32	
				17,500										
G2	Cascajo Peninsula	Proposed Facilities	Residential Units	250,000				125				8.50 kVA/ dwelling	1,063	
			Commercial	50,000								0.0138kVA/ sq. ft.	690	

			Office	7,500								0.0138kVA/ sq. ft.	104	
				307,500										
I1	Highway Portal	Proposed Facilities	Recreation	5,000	17.5							0.0138kVA/ sq. ft.	69	
			Commercial	5,000								0.0138kVA/ sq. ft.	69	
			Renewable Energy	5,000	35							0.0138kVA/ sq. ft.	69	
				15,000										
			Phase Total	1,698,000	331	0	266	365	0	30	0	Phase Total =	9,898	1,756
Total Accumulated Demand =													15,423	2,156

Parcel Zone	Name	Condition	Projected Use	Development Area (Gross Square Feet)	Dev. Area (acres)	Hospital Beds	Hotel Rooms	Dwelling Units	Students	Boat Slips	Passengers / Visitors	Load Rate	Load Demand kVA 13.2kV	Load Demand kVA 38.0kV
YEARS 2029-2032														
A1	Waterfront District	Proposed Facilities	Commercial Mixed Use	87,500								0.0138kVA/ sq. ft.	1,208	0
			Residential Units	375,000				150				8.50 kVA/ dwelling	1,275	
			Industrial (wind/photovoltaic farms)	5,250	17.5							0.0138kVA/ sq. ft.	72	
			Golf/ Parks / Recreational	12,500	27.5							0.0138kVA/ sq. ft.	173	
			Marina	30,000						30		0.5kVA/boat slip	15	0
				510,250										
A2	Forrestal Bayview Hills	Proposed Facilities	Commercial Mixed Use	50,000								0.0138kVA/ sq. ft.	690	0
			Residential Units	100,000				40				8.50 kVA/ dwelling	340	
			Hospitality (Ocean View Inn)	37,500			75					2kVA/ room	150	
				187,500										
A3	Commercial Marina	Proposed Facilities	Commercial Mixed Use	31,250								0.0138kVA/ sq. ft.	431	
			Residential Units	125,000				50				8.50 kVA/ dwelling	425	
			Hospitality (Small Hotel)	17,500			35					2kVA/ room	70	
				173,750										
B2-3	Light Industrial Support	Proposed Facilities	Light Industrial	112,500	60							0.007kVA/ sq. ft.		788
				112,500										
C1	Marsh Vista	Proposed Facilities	Light Industrial	162,500	5							0.007kVA/ sq. ft.		1,138
			Recreational	25,000	70							0.0138kVA/ sq. ft.	345	
				187,500										
C2	Punta Puerca	Proposed Facilities	Hospitality (Eco-Lodge)	25,000			25					2kVA/ room	50	
			Institutional	2,500								0.0138kVA/ sq. ft.	35	
				27,500										
C3	Punta Medio Mundo	Proposed Facilities	Hospitality (Small Lodge)	15,000			15					2kVA/ room	30	
			Recreational	2,500	23							0.0138kVA/ sq. ft.	35	
				17,500										
D1	Langley Urban Strip	Proposed Facilities	Commercial Mixed Use	75,000								0.0138kVA/ sq. ft.	1,035	
				75,000										
D2	South Princeton Hill	Proposed Facilities	Recreational	1,500	12.5							0.0138kVA/ sq. ft.	21	
				1,500										
G2	Cascajo Peninsula	Proposed Facilities	Residential Units	250,000				125				8.50 kVA/ dwelling	1,063	
			Commercial	50,000								0.0138kVA/ sq. ft.	690	
			Office	7,500								0.0138kVA/ sq. ft.	104	
				307,500										
I1	Highway Portal	Proposed Facilities	Recreation	5,000	17.5							0.0138kVA/ sq. ft.	69	
			Commercial	5,000								0.0138kVA/ sq. ft.	69	
			Renewable Energy	5,000	35							0.0138kVA/ sq. ft.	69	
				15,000										
			Phase Total	1,628,000	268	0	150	365	0	30	0	Phase Total =	8,461	1,925
Total Accumulated Demand =													23,884	4,081

Parcel Zone	Name	Condition	Projected Use	Development Area (Gross Square Feet)	Dev. Area (acres)	Hospital Beds	Hotel Rooms	Dwelling Units	Students	Boat Slips	Passengers / Visitors	Load Rate	Load Demand kVA 13.2kV	Load Demand kVA 38.0kV
YEARS 2033-2036														
C4	Las Delicias Hill	Proposed Facilities												
			Golf/Recreational	20,000								0.0138kVA/ sq. ft.	276	
C5	Ensenada Honda Lowlands	Proposed Facilities												
			Residential Units	30,000				30				8.50 kVA/ dwelling	255	
			Small Retail/Office	5,000								0.0138kVA/ sq. ft.	69	
			Small Hotel/Guess House	5,000			10					2kVA/ room	20	
				40,000										
C6	Guadalupe	Proposed Facilities												
			Ecologic Preservation	2,000								0.0138kVA/ sq. ft.	28	
													0	
D1	Langley Urban Strip	Proposed Facilities												
			Commercial Mixed Use	87,500								0.0138kVA/ sq. ft.	1,208	
			Residential Units	500,000				250				8.50 kVA/ dwelling	2,125	
				587,500										
E1	Airsides Industrial Park	Proposed Facilities												
			Light Industrial	800,000	175							0.007kVA/ sq. ft.		5,600
			Office	100,000								0.0138kVA/ sq. ft.	1,380	
				900,000										
E2	Airsides Institutional Cluster	Proposed Facilities												
			Institutional	100,000								0.0138kVA/ sq. ft.	1,380	
			Recreational	8,000	60							0.0138kVA/ sq. ft.	110	
			Educational	70,000					200			0.77 kVA/ student	154	
				178,000										
F1	Bundy Campus	Proposed Facilities												
			Institutional (R&D)	50,000								0.0138kVA/ sq. ft.	690	
			Residential Units	300,000				150				8.50 kVA/ dwelling	1,275	
			Office/Services	75,000								0.0138kVA/ sq. ft.	1,035	
			Commercial Mixed Use	200,000								0.0138kVA/ sq. ft.	2,760	
				625,000										
F2	Ocean Hills	Proposed Facilities												
			Hospitality (hotel & short-term rental)	25,000			50					4kVA/ room		200
			Residential Units	300,000				150				8.50 kVA/ dwelling	1,275	
				325,000										
G1	Inland Capehart	Proposed Facilities												
			School	70,000					250			0.77 kVA/ student	193	
			Residential Units	375,000				150				8.50 kVA/ dwelling	1,275	
			Commercial Mixed Use	50,000								0.0138kVA/ sq. ft.	690	
				495,000										
			Phase Total	2,585,000	235	0	60	730	450	0	0	Phase Total =	16,197	5,800
Total Accumulated Demand =													40,081	9,881

Parcel Zone	Name	Condition	Projected Use	Development Area (Gross Square Feet)	Dev. Area (acres)	Hospital Beds	Hotel Rooms	Dwelling Units	Students	Boat Slips	Passengers / Visitors	Load Rate	Load Demand kVA 13.2kV	Load Demand kVA 38.0kV
YEARS 2036-2040														
C4	Las Delicias Hill	Proposed Facilities												
C5	Ensenada Honda Lowlands	Proposed Facilities	Residential Units	30,000				30				8.50 kVA/ dwelling	255	
			Small Retail/Office	5,000								0.0138kVA/ sq. ft.	69	
			Small Hotel/Guess House	5,000			10					2kVA/ room	20	
				40,000										
C6	Guadalupe	Proposed Facilities	Ecologic Preservation	0								0.0138kVA/ sq. ft.	0	
													0	
D1	Langley Urban Strip	Proposed Facilities	Commercial Mixed Use	87,500								0.0138kVA/ sq. ft.	1,208	
			Residential Units	500,000				250				8.50 kVA/ dwelling	2,125	
				587,500										
E1	Airside Industrial Park	Proposed Facilities	Light Industrial	800,000	175							0.007kVA/ sq. ft.		5,600
			Office	100,000								0.0138kVA/ sq. ft.	1,380	
				900,000										
E2	Airside Institutional Cluster	Proposed Facilities	Institutional	100,000								0.0138kVA/ sq. ft.	1,380	
			Recreational	8,000	60							0.0138kVA/ sq. ft.	110	
			Educational	70,000					200			0.77 kVA/ student	154	
				178,000										
F1	Bundy Campus	Proposed Facilities	Institutional (R&D)	50,000								0.0138kVA/ sq. ft.	690	
			Residential Units	300,000				150				8.50 kVA/ dwelling	1,275	
			Office/Services	75,000								0.0138kVA/ sq. ft.	1,035	
			Commercial Mixed Use	100,000								0.0138kVA/ sq. ft.	1,380	
				525,000										
F2	Ocean Hills	Proposed Facilities												
			Residential Units	300,000				150				8.50 kVA/ dwelling	1,275	
				300,000										
G1	Inland Capehart	Proposed Facilities												
			Residential Units	375,000				150				8.50 kVA/ dwelling	1,275	
			Commercial Mixed Use	25,000								0.0138kVA/ sq. ft.	345	
				400,000										
			Phase Total	2,343,000	235	0	10	730	200	0	0	Phase Total =	13,976	5,600
Total Accumulated Demand =													54,057	15,481

				Development Area (Gross Square Feet)	Dev. Area (acres)	Hospital Beds	Hotel Rooms	Dwelling Units	Students	Boat Slips	Passengers / Visitors		Load Demand kVA 13.2kV	Load Demand kVA 38.0kV
			Total (all phases)	8,941,891	1,069	100	536	2,190	900	130	1,900	Total kVA (all phases) =	54,057	15,481
												Total Load (kVA)	69,539	
												Total Load (MVA)	70	



All Areas	
Subzone	Acres
A1	274.14
A2	141.38
A3	48.14
B1	42.14
B2	93.85
B3	29.84
B4	12.98
C1	239.8
C2	148.97
C3	66.52
C4	214.35
C5	165.37
C6	51.92
CROEC	7.86
D1	227.95
D2	30.43
E1	191.51
E2	177.65
F1	152.03
F2	216.57
G1	397.26
G2	113.44
H1	74.6
I1	93.76
I2	196.67

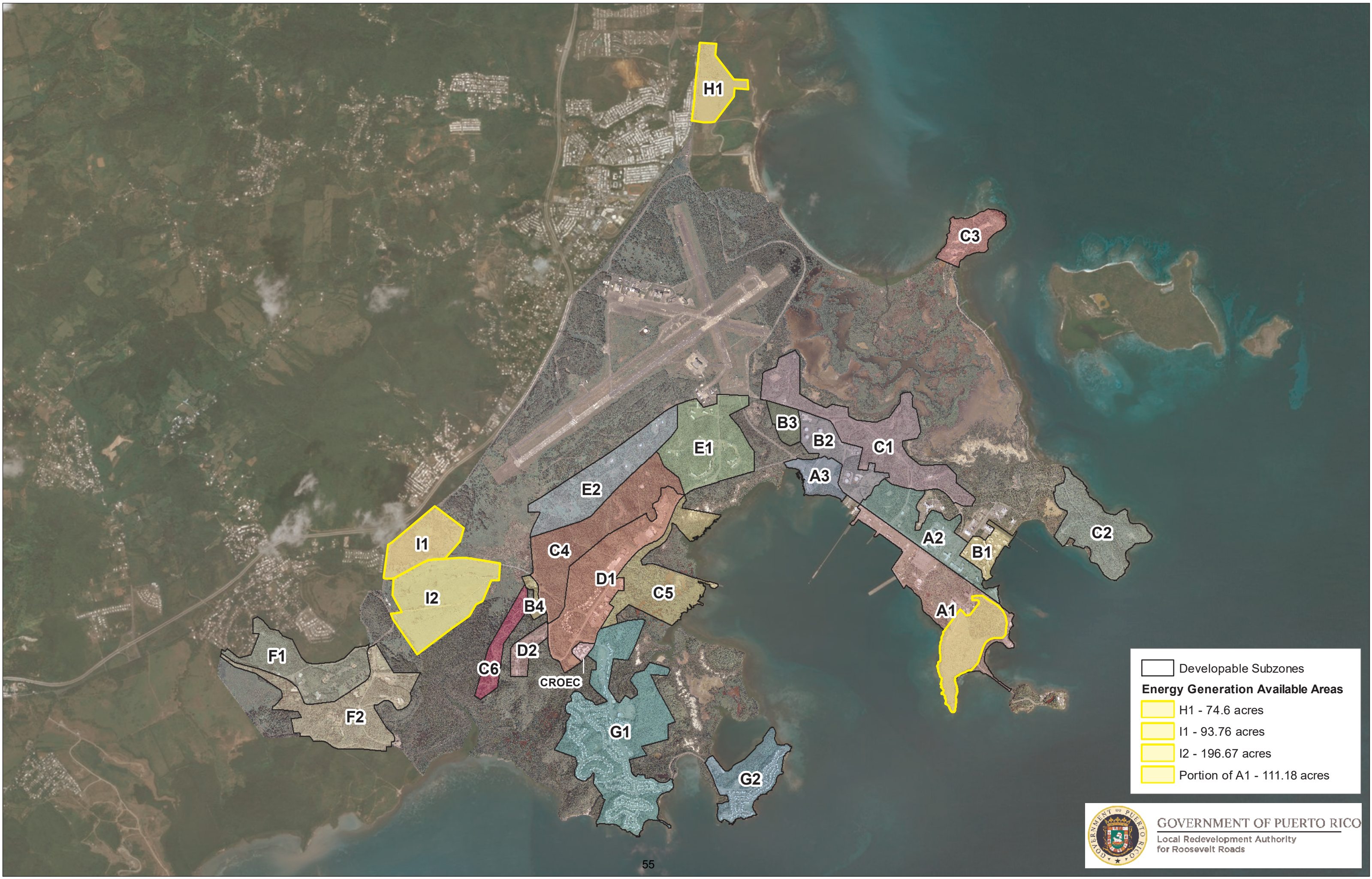


GOVERNMENT OF PUERTO RICO
Local Redevelopment Authority
for Roosevelt Roads

Appendix C

Available Generation Sites

See attached.



Appendix D

Navy's SWMU Location Map

See attached.

Status of NAPR Cleanup Program Sites Under RCRA

The Resource Conservation and Recovery Act, commonly known as RCRA, was enacted by Congress in 1976 to address how to safely manage and dispose of the volumes of municipal and industrial solid waste generated nationwide.

One of the key provisions of the law requires owners and operators of facilities covered by RCRA to clean up contamination resulting from present and past practices. These clean-up activities are known as corrective action.

The Navy is performing clean up on the Former Naval Station Roosevelt Roads, now referred to as Naval Activity Puerto Rico (NAPR) in accordance with RCRA. Below is a description of each of the steps in the RCRA corrective action process applicable to the various NAPR sites the Navy is cleaning up. The flow chart on the reverse side shows how NAPR sites are progressing in the clean-up process

- **RCRA Facility Assessment (RFA)** – Often the RFA is the first step in the corrective action process. The RFA compiles existing information on environmental conditions at a facility, including information on actual or potential releases.
- **RCRA Facility Investigation (RFI)** – The RFI takes place when releases, or potential releases, have been identified and further investigation is necessary. The purpose of the RFI is to gather enough information to sufficiently characterize the nature and extent of contaminants to determine the appropriate response action. Risk assessments are also conducted as part of the RFI. The risk assessments estimate the risks to people’s health and the environment from potential exposure to the contaminants at a site.
- **Corrective Measures Study (CMS)** – After the RFI is completed, if cleanup is necessary, the CMS identifies and evaluates cleanup approaches that may be selected.
- **Statement of Basis** – After review of the CMS, a Statement of Basis is developed which describes the basis for corrective measure selection. Members of the public are provided with an opportunity to comment on the corrective measure.
- **Corrective Measures Implementation (CMI)** – Once a corrective measure has been selected, the facility enters the CMI phase of corrective action. During the CMI, the owner/operator of the facility implements the chosen corrective measure. The CMI includes design, construction, operation, maintenance, and monitoring of the chosen corrective measure.
- **Site Closure** – A Corrective Action Complete determination is issued when investigations are complete and contamination levels are reduced to applicable levels. Corrective Action Complete determinations may be made “With” or “Without” controls in place. The approved controls may be engineered controls such as waste treatment or containment and/or administrative controls such as land or water use controls.

Status of NAPR Cleanup Program Sites Under RCRA



Status of NAPR Cleanup Program Sites Under RCRA

- AIRPORT-PBC (32, 33)
- CONSERVATION-PBC A (1, 5, 7, 9, 11, 12, 13, 26, 28, 36, 39, 58, 60, 65, 66, 69)
- CONSERVATION-PBC S (67, 68)
- COMMUNITY OF CEIBA-PBC (35)
- PORT-PBC (44, 49)
- EDC (2, 3, 4, 6, 8, 10, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27, 29, 30, 31, 34, 37, 38, 40, 41, 42, 43, 45, 48, 50, 51, 52, 53, 54, 56, 57, 59, 64)
- DOD-ARMY (47, 63)
- FEDERAL-DHS (46)
- COAST GUARD (61, 62)



- LEGEND
- AOC/SWMU Boundary
 - Parcel Boundary
 - Boundary Naval Activity Puerto Rico

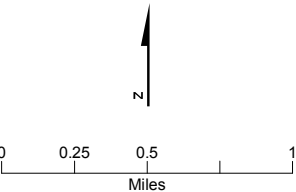
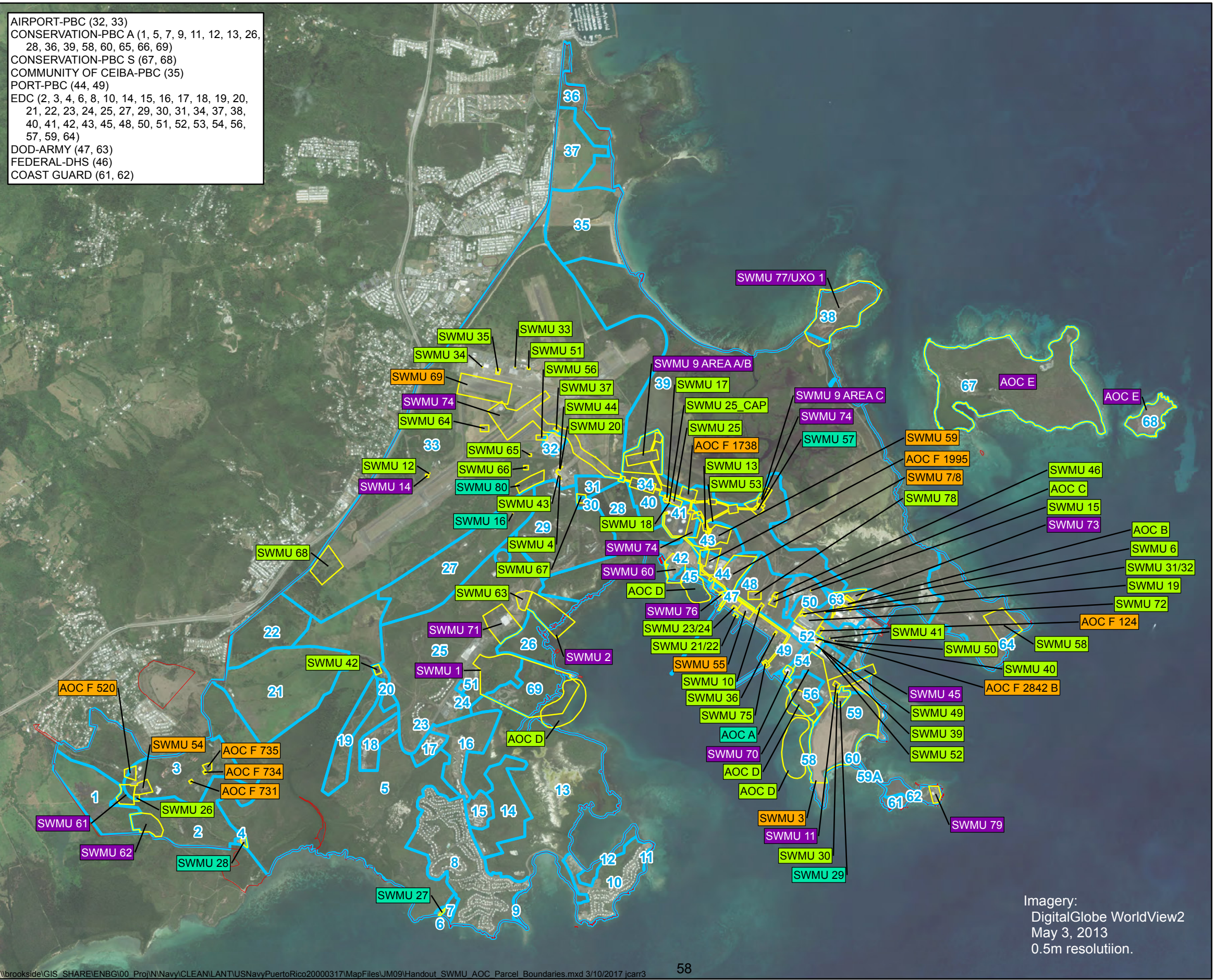


FIGURE 1
AOC, SWMU, and Parcel Boundaries
Naval Activity Puerto Rico
(Former Roosevelt Roads Facility)
Ceiba, Puerto Rico

Appendix E

Navy's Environmental Reports (for reference only)

Please see the following URL:

<http://www.rooseveltroads.pr.gov> on the RFP's/EnergyRFP tab find Appendix E – Navy's Environmental Reports