

June 9, 2021

To: Prospective Bidders

Subject: Town of Louisburg Substation System BESS Project
RFP #21-10024-8015
Addendum No. 1

Dear Bidder:

Below is Addendum No. 1 covering common questions regarding the RFP. The addendum is offered in the form of answers to questions received from prospective bidders on this project. Updated pages have been included which may be replaced in your copy of the RFP.

<u>Revised Page</u>	<u>Update Summary</u>
S-3 (R)	Warranty Liquidated Damages cap updated.
S-10 (R)	Auxiliary AC responsibility clarified.

- Q: Which power factor is required?

A: The BESS is expected to operate at unity power factor. It is not expected to be used to correct power factor.

- Q: Which point of guarantee for MW / MWh is required for BESS (i.e., LV output of PCS or MV output of step-up transformer)?

A: The system guarantee should be for the MV output of the step-up transformer.

- Q: Please specify what will be the financial loss rate considered by the Owner for future years. Section 3.1.3 specifies 23.40 \$/kW, can you give the view for up to 15 years?

A: The Town won't be providing the future wholesale forecast, but the upper limit has been updated for the purposes of this Contract to not exceed twenty-five dollars (\$25.00).

- Q: Is there any cap per year for the financial loss that may be passed on the Bidder?

A: No. If a cap per year is required, the bidders may provide an annual cap within their proposal.

- Q: What is your definition of FOB terms for delivery? Do you mean, the "loss" insurance is on the Bidder or on the Town?

A: The loss insurance shall be on the Bidder.

- Q: Please confirm the Town will be responsible for all local permits and interconnection study/works.

A: The bidder is not expected to be responsible for local permits or interconnection study/works.

- Q: Will Owner provide the auxiliary supply, or it is the responsibility of Bidder to include that into the overall system design?

A: The bidder is expected to provide the auxiliary supply including supplying the transformer.

- Q: Will Owner consider offers with Bidder's dispatch and performance guarantee of thereof?

A: Dispatch and performance guarantee options may be proposed and will be considered.

- Q: Will Owner consider non-compliant offers?

A: The owner will weigh the cost benefit of non-compliant offers, but they shall adhere to the spirit of the technical specifications.

- Q: Can you provide the Bid Schedules and Exceptions Form in Excel?

A: An Excel sheet is available on the Town website.

- Q: What are the evaluation criteria? Is the price the only factor?

A: See section 6.3 on page IB-3.

- Q: Please confirm how much Town has budgeted for this project. Has the Town secured the funding for this project?

A: The Town will not be providing this information.

- Q: Please confirm which duration of the BESS is preferable for Louisburg.

A: The town is most interested on an option for 2 hours duration, however the alternate options may look more attractive once the bids are being reviewed. It is in the bidder's best interest to submit proposals for all the options.

- Q: Please confirm which size of BESS (in MW) is expected to be allowed for Louisburg from its wholesale provider.

A: The sizing requested in the RFP considers any limits set from the Town's wholesale provider.

- Q: What is the procedure in case BESS happen to have a technical failure and some items require a replacement? How can we be sure Town will not draw the Performance Bond without letting us fix?

A: The expectation is that the Bidder will fix any issues that require replacement. There will be no need for liquidated damage payments if the issue does not impact the load management operation of the BESS. The Bidder will have 120 days to pay out the liquidated damages before drawing on the performance bond will be considered.

- Q: Will a bid be accepted for material only (excluding labor)?

A: Bids will be considered for material only, and the Town will consider the cost of hiring a contractor for installation during the RFP evaluation. The warranty terms would need to be the responsibility of the material bidder.

We appreciate your interest in this project and look forward to hearing from you. Please include this signed Addendum acknowledgement.



Sincerely,

BOOTH & ASSOCIATES, LLC

A handwritten signature in blue ink, appearing to read "M. Winkler".

Michael Winkler, PE

21-10024-8015

ACKNOWLEDGEMENT

Bidder: _____

By: _____

Date: _____

materials and equipment complying with the Specifications for materials, equipment, and warranties FOB truck at suitable destination. The Town shall return the rejected materials FOB truck at the same destination. In the event of the failure of the Bidder to so replace rejected materials and equipment, the Town may make such replacement; and the cost and expense thereof shall be paid by and recoverable from the Bidder.

3.1.3 Product and Performance Warranty

The BESS to be provided herein shall include a full product and performance warranty on the complete energy storage system together with all parts. This warranty shall extend for ten (10) years from the date of energization (or one hundred twenty-six (126) months from delivery). The warranty shall cover all repair or replacement in case of defects in material or workmanship or in case of diminished system performance/output prior to system end-of-warranty period. The Warranty shall include terms that if the BESS provided is unable to output its full rating during a period of load management, due to a failure of the BESS equipment, by no fault of the owner or force majeure, which results in a financial loss to the Owner. Liquidated Damages shall apply in an amount of three quarters (3/4) the financial loss incurred by the Owner. The current rate of financial loss is twenty-three dollars and forty cents (\$23.40) per kW. Although not expected, this number may increase; for the purposes of this Contract, it shall not exceed ***twenty five dollars (\$25.00)***.

The Bidder shall also state in the Proposal additional cost (if any) to provide an extended warranty of fifteen (15) years from the date of initial energization and up to one hundred eighty-six (186) months from date of delivery.

Any base bid not including at least a ten (10) year full warranty shall be considered less responsive. Likewise, any bid not including a cost proposal for an extended five (5) years for a total of fifteen (15) years full warranty shall be considered less responsive.

3.2 Miscellaneous

The Bidder shall hold harmless and indemnify the Town, its agents, and employees from any and all claims, suits, and proceedings for infringement of any patent or patents covering materials and equipment purchased hereunder. The Bidder shall defend any suit or proceeding brought against the Town, its agents, or employees based upon a claim that the materials and equipment or any part thereof constitute an infringement of any patent; or if the Bidder shall fail to defend such suit or proceeding, the Town may do so, and the Bidder shall make reimbursement for the expense of such litigation. If the materials and equipment, or any part thereof, are held to constitute infringement and the use thereof is enjoined, the Bidder shall, at its own expense, either procure for the Town the right to continue to use the materials and equipment, or such part thereof, or shall replace the materials and equipment, or such part thereof, with non-infringing materials and equipment.

4.0 Standards

All equipment and materials covered by these Specifications and all test applied thereto shall, unless otherwise stated herein, be in accordance with the applicable provisions of the latest editions of the Standards of the ASTM, ANSI, AEIC, NEMA, NESC, NFPA, IEEE, and OSHA. Where the term "Standards" is used in the Specifications, it shall be understood to refer to the above Standards.

storage amount for the recharge, adjusting the power output, and dispatching this facility.

10.2 Local Manual Controls / Interface

At minimum, the following manual operating controls/interface shall be provided.

10.2.1 System Disabled / Enabled

Allows user to safely disable or enable the system locally. Provide function as a key interlock or with provisions to install a padlock for lock-out-tag-out compliance.

10.2.2 Local / Remote

Allows user to switch operating control from SCADA to Local (i.e.. HMI) and vice versa.

10.2.3 Manual Reset

Allows user to clear alarm(s) and set unit to ready state.

10.2.4 Emergency Stop

Allows for system shutdown/stop running for servicing or emergency response purposes.

10.2.5 Human Machine Interface (HMI)

Industrial computer screen interface to control and monitor the BESS. The HMI platform and software shall be accessible locally and through a network access. At minimum, the HMI shall be capable of two (2) levels of access credentials (programmable usernames and passwords) – one (1) for the user to observe the system’s functions only (no control access), and one (1) giving the user access to control the system.

10.3 AC Connections

The following addresses the respective transformation and distribution equipment for the battery system interconnection.

10.3.1 Main AC Connection

The main AC connection point will be connected by underground cable to the transformer.

The main AC connection voltage shall be 23.0/13.2 kV and shall be run at 60 Hz.

10.3.2 Step-Down Step-Up Transformers

The transformers shall be dead front style and require a solidly earthed electrostatic shield between the LV and HV windings to prevent common-mode noise from the inverter switching being transferred to the MV circuit. The transformers shall be grounded-Y on the high voltage side. The expected magnitude of the potential difference between earth and phase is at least peak phase-neutral voltage + peak battery voltage, or:

$$V_{AC_{Peak}} + V_{DC_{Peak}}$$

10.3.3 AC Auxiliary Supply

The Bidder shall supply the BESS auxiliary power connection represented in Exhibit 3. It is intended to run the unit controls and building HVAC systems, if equipped. The BESS must be able to maintain the building/enclosure temperature to a nominal level and power the primary system controls using this auxiliary supply alone when the main AC connection point is disconnected.