ST. VINCENT ELECTRICITY SERVICES LIMITED (VINLEC)

Request for Proposal

For

Engineering, Procurement and Construction and Initial Operations & Maintenance of a Battery Energy Storage System at Cane Hall Power Station, St. Vincent

Issue Date: August 4, 2025
Submission Deadline: September 8, 2025

Preface

The St. Vincent Electricity Services Limited (VINLEC) has prepared this Request for Proposal (RFP) document to invite qualified contractors wishing to submit responses for turn-key Engineering, Procurement, and Construction (EPC) and Initial Operation and maintenance services to be provided for the proposed VINLEC Battery Energy Storage System (BESS) Project at the Cane Hall Power Station, St. Vincent.

Before submitting a response to this RFP, each prospective contractor shall carefully read and examine all of the documents associated with this RFP and visit the project site. Each prospective contractor is expected to fully inform themselves as to all existing conditions and limitations under which work is to be performed prior to responding. The submission of a response to this RFP will be construed as confirmation that the prospective contractor has conducted such an examination.

Please note that proposals that are not responsive to all sections of the RFP requirements will not be taken into consideration.

By submitting a proposal, the prospective contractor confirms that:

1. The prospective contractor has reviewed and understands the requirements of the RFP and has confirmed their proposal is in accordance with such requirements.
2. The prospective contractor has visited the site, become familiar with existing site and local conditions, and has correlated site observations with the requirements of the RFP.
3. The response to the RFP is based upon personnel and any systems, materials, and equipment as required by the RFP.
4. The prospective contractor has reviewed the baseline scope of work including, but not limited to, that which can be reasonably inferred from the project description, existing site and local conditions, and any other supplemental information provided by VINLEC during the RFP period, etc.
5. The prospective contractor understands that the project scope, budget, and schedule may be modified to add or delete work scope.
6. The prospective contractor is aware that this document has been produced from information relating to dates and periods referred to in this document. This document does not imply that any information or data is expressly agreed within the written scope of its services.
7. The prospective contractor accepts that VINLEC or any stakeholder assisting VINLEC shall not be responsible in any way in connection with erroneous information or data provided to it by any third party or for the effects of any such erroneous information or data, whether or not contained or referred to in this document.
8. The prospective contractor accepts that this information is provided on the basis that it is non-binding to VINLEC, its staff, advisors, or any other stakeholder providing assistance to VINLEC. VINLEC reserves the right not to proceed with the initiative and the right not to discuss the initiative further with any Respondent.
9. The prospective contractor accepts all other terms and conditions of the RFP process as detailed in Section VII- Additional details of the RFP Process.

Prospective contractors shall promptly notify VINLEC of any ambiguity, inconsistency, or error which they may discover upon examination of this RFP.

Project Name: VINLEC Cane Hall 5MW/5MWh BESS Project

Document Package: Request for Proposal for VINLEC Cane Hall Project Engineering, Procurement, Construction, and Initial Operations & Maintenance of a Battery Energy Storage Systems (BESS), St. Vincent.

Point of Contact at VINLEC: Mr. Roshad Smith

Date of Issue: August 4, 2025

Task and Objective: St. Vincent Electricity Services Limited (VINLEC) publishes this Request for Proposal (RFP) for qualified prospective bidders for the Cane Hall Power Station Battery Energy Storage System (BESS).

Table of contents

I.1 List of tables

I.2 List of Appendices

1.3 List of Exhibits

List of abbreviations

Abbreviation	Meaning
AC	Alternating Current
BESS	Battery Energy Storage System
BMS	Battery Management System
BoS	Balance of System
CARICOM	The Caribbean Community and Common Market
COD	Commercial Operation Date
CSME	Caribbean Single Market Economy
DC	Direct Current
EMS	Energy Management System
EPC	Engineering, Procurement, and Construction
FNTP	Full Notice to Proceed
kV	Kilovolt
kW	Kilowatt
kWh	Kilowatt-hour
LNTP	Limited Notice to Proceed
MCA	Mutual Confidentiality Agreement
MW	Megawatts
MWh	Megawatts Hour
NEP	National Energy Policy
NETA	International Electrical Testing Association
O&M	Operations and Maintenance
P	Active Power
POI	Point of Interconnection
Q	Reactive Power
Q&A	Question and Answer
RE	Renewable Energy
RFP	Request for Proposal
RFQ	Request for Qualifications
RMI	Rocky Mountain Institute
RSVP	Respond to an Invitation
SCADA	Supervisory Control and Data Acquisition
SVG	St. Vincent and the Grenadines
SVG-NEP	St. Vincent and the Grenadines National Energy Policy
TBD	To Be Determined
USD	United States Dollar
VINLEC	St. Vincent Electricity Services Limited

DEFINITIONS

"**Contract**" or "**Agreement**" means a binding written agreement for the solicited Work and/or Services required by VINLEC, containing terms and obligations governing the relationship between VINLEC and the selected Contractor.

"**Addendum**" means a revision of the RFP Documents issued by VINLEC prior to the due date for submitting Proposals.

"**Contractor**" means the Proposer or Respondent that receives an award of Contract or Agreement from VINLEC as a result of this Solicitation.

"**Proposal**" means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.

"**Proposer**" or "**Respondent**" means all Contractors, Consultants, Organizations, or other entities submitting a response to this RFP.

"**Project Description**" or "**Scope of Work**" means section 4 of this Solicitation, which details the work to be performed by the Contractor

"**Solicitation**" means this Request for Proposal (RFP) document, and all associated addenda and attachments.

"**Works**" include all other labour, materials, equipment and services provided or to be provided by the Contractor in fulfilling its obligations to VINLEC, as more specifically detailed in the Scope of Work.

I. INTRODUCTION & PROJECT BACKGROUND

The St. Vincent Electricity Services Limited (VINLEC) is issuing this Request for Proposal (RFP) for turn-key Engineering, Procurement, and Construction (EPC) and initial Operation and maintenance (O&M) services to be provided at the Cane Hall Power Station, St. Vincent. The objective of this RFP is to solicit competitive proposals from qualified and experienced contractors ("Bidders") to provide VINLEC cost-effective Battery Energy Storage System (BESS) comprising of:

1. **Minimum** 5 MW/ 5 MWh (Lithium-ion) BESS and Power Management System to be interconnected to VINLEC's existing 11 KV busbar at the Cane Hall Power Station.

This will be known collectively as the "Project." It will be implemented in one phase, starting in 2025.

The desired outcome of this RFP is the successful negotiation and execution of an EPC Agreement for the scope of services described herein. Only one successful bidder shall be awarded a contract. The service provider will be required to undertake the design, engineering, procurement, supply all required materials and equipment, secure permits, install, test, and commission the battery energy storage systems, and maintain the systems for a period of two years after commissioning. In addition, the service provider would be required to transfer knowledge to relevant VINLEC personnel in the specifics of operating and maintaining the systems through an appropriate training exercise.

Defects Liability would be for up to one (1) year after commissioning.

The primary function of the BESS will be:

- To improve VINLEC's grid operational efficiency by providing cost effective spinning reserve.
- Accommodate higher levels of renewable energy penetration on the VINLEC grid.

II. OVERVIEW

Saint Vincent and the Grenadines is an island nation in the Lesser Antilles island arc, in the southern portion of the Windward Islands, which lie at the southern end of the eastern border of the Caribbean Sea where the latter meets the Atlantic Ocean.

Its 389 km^2 (150 sq. mi) territory consists of the main island of Saint Vincent and the northern two-thirds of the Grenadines, which are a chain of smaller islands stretching south from Saint Vincent to Grenada.

VINLEC, the local utility, currently operates separate, isolated networks on the mainland of St. Vincent and four Grenadines islands (Bequia, Canouan, Union Island, and Mayreau).

VINLEC has an installed renewable energy generating capacity totaling 6,304 kW, consisting of three run of the river hydro plants (totaling 5,710 kW) and solar PV rooftop and ground-mounted facilities at two of its locations (totaling 594 kWp) on mainland St. Vincent. Additionally, there is a total installed capacity of intermittent, customer-owned distributed energy resources (mainly solar PV) of 4,661 kWp connected to the VINLEC network on the mainland.

The St. Vincent and the Grenadines (SVG) National Energy Policy (NEP) (SVG-NEP) rationale is based on the fact that the average world oil price has increased year on year, increasing the cost of imported fuel for their internal combustion engines generators and therefore the cost of electricity. The following guiding principles

were considered in the preparation of the SVG-NEP:

- Guarantee a clean, reliable and affordable energy supply to customers;
- Strengthen the national economy by reducing the dependence on import of fossil fuels;
- Stabilize and possibly reduce the energy consumption per capita in the medium and long term;
- Reduce the dependence on import of energy through continued and expanded exploitation of indigenous resources and improvement of energy efficiency and/or conservation of energy use;
- Liberalize the energy market by encouraging and accommodating private sector participation in energy development and energy services, thereby enhancing competitiveness and engendering lower prices;
- Take advantage of renewable, local energy resources, wherever this is possible from the aspects of availability (potential), energy demand, technical and social implications, economic feasibility, ecological harmony and sustainability;
- To always encourage and stimulate the efficient use of all energy resources, keeping in mind that all types of energy are either scarce or need significant amounts of capital to be tapped or transposed into applicable forms of energy use;
- In all its decision making with respect to energy services development, the Government will strongly promote the active participation of the energy sector, the general public, NGOs, etc.
- In delivering energy services, government will minimise subsidies to consumers and set prices and tariffs in such in way that they timely reflect full cost but taking into account ways to relieve the price burden on the lowest income households;
- Take advantage of national expertise and know-how as far as possible for the development and delivery of energy services. Where importation of resources is required, provide incentives for the use of the most available technology;
- Ensure that the measures taken in pursuing this energy policy is in line with the requirements and legal implications of the CARICOM Single Market Economy (CSME).

Ultimately, the goal is to ensure that the VINLEC grid is stable, resilient, and cost-effective, accommodating high renewable energy penetration. The proposed Cane Hall BESS project is the first VINLEC utility-scale energy storage project for VINLEC on mainland St. Vincent.

a. Execution of BESS EPC Agreement

The scope of this RFP includes the turn-key EPC services will be executed through an EPC Agreement. Two –year operational and maintenance services for implementation of the Project will be contained in a separate Operational and Maintenance contract to be agreed upon by the parties. The contractual structure of the parties under the EPC Agreement shall be as follows:

- VINLEC: EPC services buyer; property owner; project owner; project operator
- EPC contractor: EPC services seller; implementer of the EPC agreement scope of services plus agreement to be the operation & maintenance provider (2-years);

VINLEC will execute an EPC Agreement with the successful Bidder for a negotiated fixed-fee dollar amount (USD). An EPC Agreement draft is included in **Appendix G – Draft EPC-Contract**. The EPC Contractor will operate and maintain the project for at least two years as per negotiation. During the two-year operation and maintenance period, the EPC Contractor will train VINLEC staff to ensure appropriate knowledge transfer. VINLEC will own and operate the Project thereafter. The winning bidder will be considered an EPC Contractor, and VINLEC will be the purchaser and owner of the constructed systems.

b. Project Schedule

Bidders are to provide a high-level design and construction schedule as part of the bid package to meet the project milestones. The major milestones are below.

Table 1 - Proposed Project Schedule with Milestone Descriptions

Milestone Description		Date
Request for Proposals Issuance		4-Aug-25
Mandatory Site Visit		18-Aug-25
Proposal Submission Deadline **[Electronic]**		8-Sep-25
Recommendation for Selection of Preferred Bidder		29-Sep-25
Notification of Preferred Bidder		6-Oct-25
Negotiation of EPC Agreement between VINLEC & EPC Contractor		27-Oct-25
Signing of EPC Agreement and Issuance of Limited Notice to Proceed		3-Nov-25
Mobilisation and Detailed Design Development	EPC	13-Nov-25
Detailed Design Approval and Issue of Full Notice to Proceed	EPC	TBD
Procurement of Materials and Equipment	EPC	TBD
EPC Start on Site	EPC	TBD
EPC Substantial Completion (Commercial Operation Date)	EPC	TBD
Contract Close-Out	EPC	TBD

c. Submission of proposals

To direct and coordinate this tender process, the VINLEC has appointed as Tender Administrators ("RFP Administrators") the following persons:

Mr. Roshad Smith
Project Coordinator
VINLEC
Email: rsmith@vinlec.com

Please Note that Mr. Smith is this project's main "Point of Contact."

Also to be copied:

Dr. Vaughn Lewis
Chief Executive Officer
St. Vincent Electricity Services Limited
Kingstown
St. Vincent & the Grenadines
Email: vlewis@vinlec.com

Mr. Ricky Wright
Manager, Engineering
St. Vincent Electricity Services Limited

Kingstown
St. Vincent & the Grenadines
Email: rwright@vinlec.com

Mr. Morrison Creese
Senior Planning Engineer
St. Vincent Electricity Services Limited
Kingstown
St. Vincent & the Grenadines
Email: mcreese@vinlec.com

All proposals MUST be received by the proposal deadline. Proposals received after this deadline will NOT be considered. Proposals shall meet the requirements for submittals described in Section 5.

All materials/deliverables for each bid MUST be presented in ENGLISH only.

Binding offer: Proposals submitted in response to this RFP shall constitute binding offers and must be signed by a duly authorized representative of the Bidder.

Proposal validity: Proposals submitted in response to this solicitation shall state that they are valid for a minimum of **120 days** beyond the proposal deadline.

Table 2 - RFP Procurement Schedule

Date	Event
4-Aug-25	Request for Proposal Issuance
8-Aug-25	Request for Proposal – RSVP for Site Visit
8-Aug-25	Request for Proposal – RSVP for Register Intention to Bid
18-Aug-25	Mandatory site visit
1-Sep-25	Request for clarification submission deadline
5-Sep-25	Final responses to requests for clarification issued by VINLEC
8-Sep-25	Bid submission deadline (ELECTRONIC)
27-Oct-25	Award approval and contract negotiations initiated
3-Nov-25	Contract execution and Limited Notice to Proceed (LNTP) granted

Expenses: Bidders are solely responsible for their own expenses in preparing a response and for subsequent negotiations with VINLEC. VINLEC will not be liable to any Bidder for any claims, whether for costs or damages incurred by the Bidder in preparing the response, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.

Acceptance of responses: This RFP is not an agreement to purchase goods or services. VINLEC is not bound to enter into a contract with any Bidder. Responses will be assessed in light of the proposal review criteria and other factors. VINLEC will be under no obligation to receive further written or oral information from any Bidder after the submission date.

Eligibility: A bidder may be a firm that is a private entity, subject to the requirements outlined in this section, or any combination of them in the form of a Joint Venture (JV) with the formal intent, as evidenced by a letter

of intent, to enter into an agreement. In the case of a joint venture, all partners shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all of the partners of the JV during the RFP bidding process, and contract execution (in the event the JV is awarded the Contract).

The eligibility of the bidder shall be based on responding to this RFQ per the following rules. A corporation/company/firm/supplier is eligible if it satisfies the following criteria:

(a) A bidder must respond to this RFP to be eligible to be considered for contract award.
(b) The bidder and, in the case of any Joint Venture, the individual members composing such Joint Venture must be a business organization duly organized, existing, registered, and in good standing under the laws of its country of domicile.
(c) Bids/proposals may be submitted by local or foreign Bidders from any country eligible for public tenders under the laws of St. Vincent and the Grenadines. Evidence of the legal status of its business organization must be provided.
(d) No Joint Venture bidder may include a member who is an affiliate of another bidder or a member of another Joint Venture Bidder. A firm that is a Bidder (either individually or as a Joint Venture member) shall not participate in more than one Bid. This includes participation as a sub-contractor in other Bids. A firm that is not a Bidder or a JV member may participate as a sub-contractor in more than one Bid.
(e) Any introduction of, or changes to, any of the joint venture or consortium members by a Joint Venture Bidder after submission of its application must be approved by VINLEC.
(f) VINLEC may review the references provided by the bidders as part of the evaluation process. Fraudulent statements of references may lead to disqualification of the Bidder.

Ownership of responses: All proposals and other documents submitted to VINLEC become VINLEC's property. Responses will be treated with confidentiality. They may be shared with its Technical Consultant Rocky Mountain Institute ("RMI") to assist with evaluating the proposals, managing a question-and-answer (Q&A) log, communicating with Bidders, and similar activities related to the RFP process.

Confidentiality agreement: Bidders shall enter into a multi-party Mutual Confidentiality Agreement (MCA) with VINLEC and RMI. The MCA will be included as **Appendix C**. Bidders agree that this RFP and any response and discussion related thereto, are subject to the MCA. This RFP constitutes "Confidential Information" under such MCA.

Register Intention to Bid: Bidders are required to register their intention to bid by completing **Appendix A- RFP Bid Registration Form** and responding via emails to **rsmith@vinlec.com**, **mcreese@vinlec.com**, **rwright@vinlec.com** and **vlewis@vinlec.com** by the deadline for receipt confirmation deadline August 8, 2025. This response should include:

- Primary and secondary (if applicable) points of contact for all future RFP-related communication,

All subsequent information regarding this RFP, including changes made to this document, addenda, responses to questions, and any notifications, will be directed only to Bidders who registered their intention to bid to this RFP.

Site visits RSVP: A mandatory site visit will be held on **August 18, 2025**. Bidders are required to acknowledge their intention to attend the site visit by completing **Appendix B- RFP Notice of Site Visit Acknowledgement Form** and responding via the emails **rsmith@vinlec.com**, **mcreese@vinlec.com**, **rwright@vinlec.com** and **vlewis@vinlec.com**, the deadline for receipt confirmation is August 8, 2025.

Proposal Review: The VINLEC Cane Hall BESS EPC RFP Evaluation Committee will review all proposals. The committee will be responsible for the EPC Contract Award Recommendation via the evaluation report and the

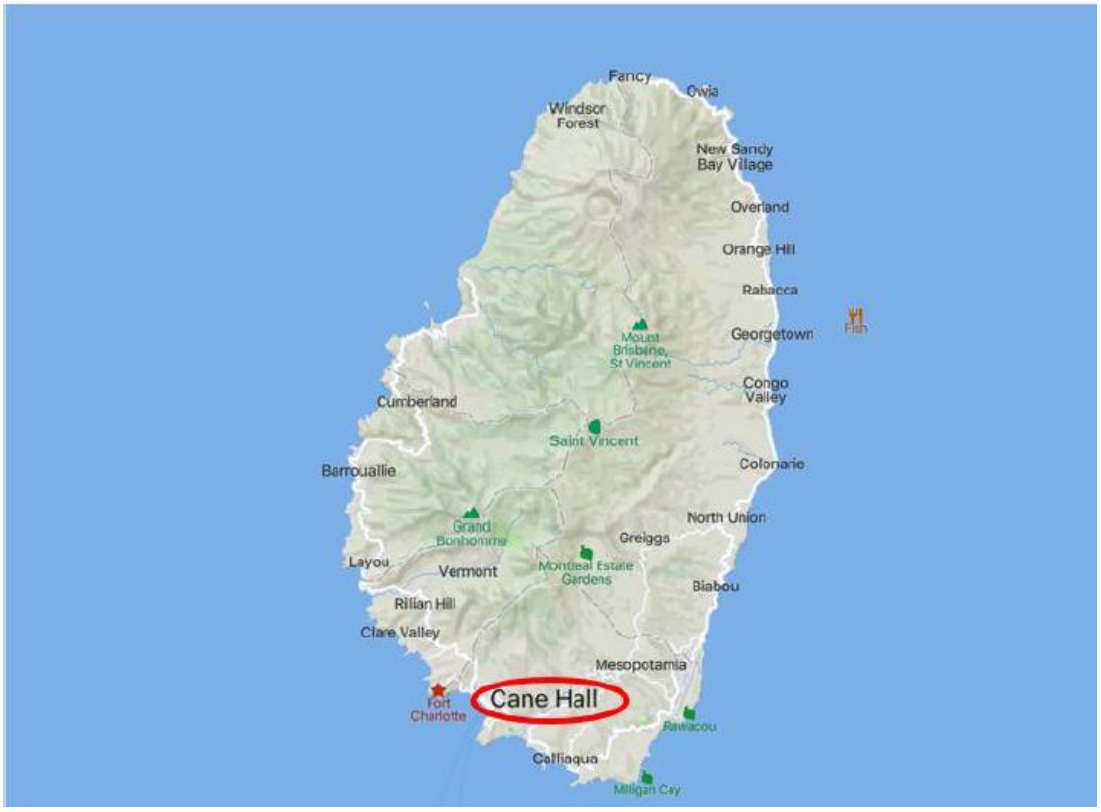
VINLEC Board of Directors for the EPC Agreement Award.

Q&A: The VINLEC Cane Hall BESS EPC RFP Evaluation Committee will be managing a Q&A log for the benefit of Bidders. Please submit questions to **rsmith@vinlec.com**, **mcreese@vinlec.com**, **rwright@vinlec.com** and **vlewis@vinlec.com** and include "VINLEC Cane Hall BESS EPC RFP Q&A" in the subject line. Responses to questions will be sent periodically to all Bidders who have confirmed receipt of the RFP as described above.

III. SITES OVERVIEW

a. General

The proposed Project site is located at the VINLEC Cane Hall Power Station.



Project Sites of Cane Hall, St. Vincent

Project site locations

Project Site Context Map: VINLEC Power Station, Cane Hall, St. Vincent

Aerial Views: VINLEC Power Station showing where the BESS is to be located. The coordinates of the location of Cane Hall Power Station are 13.152° N, 61.199 °

b. BESS interconnection

- Connection point: Cane Hall Power Station 11 kV Bus A as described in described in **Exhibit F - Cane Hall BESS - E200 SITE PLAN**

IV. SCOPE OF WORK

a. General

VINLEC is pursuing a BESS to be installed and commissioned at its Cane Hall Power Station on mainland St. Vincent. The plant will utilize Li-ion battery technology and be capable of delivering at minimum, 5 Megawatts (MW) continuously over a duration of 1 hour to achieve a usable energy capacity of minimum 5 Megawatt-hours (MWh). The BESS will interconnect to an existing 11 kV busbar at the Cane Hall power station. The primary function of the BESS will be to improve VINLEC grid operational efficiency by providing cost effective spinning reserve and thereby accommodating higher levels of renewable energy penetration.

The EPC Contractor shall be responsible for all aspects of the detailed engineering investigations, design, manufacture, permitting, procurement, supply, shipping and importation, delivery, storage, construction, labor, supervision, proper staffing, all costs related to and applicable to general conditions, erection,

installation, commissioning, and testing of the complete Project. The EPC Contractor shall also be responsible for the establishment of appropriate operations and maintenance procedures, quality management system documentation, and warranty for the Project. In addition, the service provider would be required to transfer knowledge to relevant VINLEC personnel in the specifics of operating and maintaining the systems through an appropriate training exercise.

The EPC Contract must provide an operations and maintenance manual, all equipment manuals and specifications, proof of warranty transfer, and as-built drawings at Contract Close-out.

The EPC Contractor shall ensure all employees comply with safety and quality assurance requirements. Maintenance for Workmanship Liability will also be included in the contract to cover the implementation and O&M duration. The scope of work is more specifically described in **Exhibit A—BESS Scope of Work**. **If there are any discrepancies between this document and Exhibit A, Exhibit A shall take precedence.**

The EPC scope of work shall include local engineering review and stamping of drawings (Physical Planning Board in the Ministry of Transport, Works, Lands and Surveys, and Physical Planning).

The bidder will use all reasonable endeavours to ensure qualified local contractors/ personnel are subcontracted/hired to work on the Project. VINLEC reserves the right to review the proposed labor arrangements and provide comments if deemed necessary. The purpose of this is to ensure that local qualified contractors have the opportunity to partner on the project.

b. Permitting and fee requirements

The EPC Contractor will provide the full engineering plans, designs, and documents for VINLEC to review and approve. The VINLEC-approved drawings will be submitted to the Physical Planning Board for approval. The EPC contractor will bear all costs associated with permitting.

The EPC Contractor, at its expense, shall obtain and file on a timely basis all documents required to obtain applicable permits and approvals, including:

- Import permits and licenses
- Work permits - All foreign workers on the project will need work permits to work in St. Vincent and the Grenadines.
- Port fees and duties

c. Facility Functional Requirements:

The VINLEC BESS is intended to be a flexible resource that can be charged and discharged in response to grid events and in coordination with renewable generation. To that end, at a minimum, the BESS shall meet the following Facility Functional Requirements.

(a) The BESS shall provide spinning reserve services.

(b) Grid-forming and Black start capability

(i) The Facility shall be designed to have black start operation feature and shall be able to form a microgrid with the BESS and local loads connected to it.

(ii) The Facility shall be able to operate in grid forming mode following the direction of the Grid System Operator (VINLEC), in its sole discretion. Such mode of operation can be indicated to the VINLEC through telemetry.

(iii) The Facility shall include safeguards to prevent the unintentional switching of the Facility into and out of grid forming mode. The safeguards shall be approved in writing by VINLEC and implemented in the Facility prior to control system testing.

(iv) The Facility inverters shall have the capability of operation in grid forming mode and supporting system operation under normal and emergency conditions without relying on the characteristics of synchronous machines. This includes operation as a current independent ac voltage source during normal and transient conditions and the ability to synchronize to other voltage sources or operate autonomously if a grid reference is unavailable.

(v) The facility shall set and automatically control the microgrid voltage and frequency within acceptable limits and shall charge or discharge the battery based on microgrid requirement.

(vi) The facility shall control the active and reactive power (or power factor) of the BESS by providing required set point to the BESS Inverters and control (close / trip) the HV circuit Breaker located at the POI for load control purposes.

(vii) The facility shall have all the required hardware, control and protection feature for safe operation of the microgrid.

(viii) The BESS shall discharge its battery to support the load power requirement.

(ix) The Facility shall be able to provide sectionalization to parts of the grid to allow the microgrid to operate using the BESS limited resources.

(c) BESS Energy Management System (EMS) / Plant Controller

(i) The BESS EMS may be provided as part of the Plant Controller or furnished separately

(ii) The BESS shall include an EMS / Plant Controller capable of providing the Facility Functional Requirements and capabilities described in these Technical Specifications.

(iii) The BESS EMS shall be fully integrated with the battery management system (BMS) of all battery units and the Facility's supervisory control and data acquisition (SCADA) system.

(iv) Additional EMS requirements are provided in **Exhibit C – BESS SCADA Specifications**

(d) The BESS shall allow for remote monitoring and control

(e) The BESS shall allow for manual control – BESS may be dispatched via active power (P) and reactive power (Q) setpoints. The setpoints shall be received directly, in real-time, or shall be scheduled.

(f) The BESS shall allow operation in automatic control modes

(i) Reactive power control – The reactive power control function will calculate the reactive power reference of the Facility and additional reactive power compensation equipment as appropriate, to attain the reactive power quantity at the connection point requested by VINLEC

(ii) Voltage control- Automatic adjustment of the reactive power in response to a voltage deviation in high or low voltage events around a specific value set by VINLEC, by default at 11kV. This voltage control will observe droop law, with a provisional droop value by default of 4%, optimized at the beginning of the operating phase.

(iii) Power factor control – This power factor control mode will calculate the reactive power of the Facility and additional reactive power compensation equipment as appropriate, to attain the power factor set point as requested by VINLEC

(g) Frequency response – The Facility shall be capable of providing fast response services such as primary frequency response and frequency regulation with a frequency droop characteristic reacting to system frequency at the point of interconnection (POI) in both the over frequency and underfrequency directions; except as limited by the minimum and maximum available capacity and energy potential at the time of the event including BESS state of charge and the active power frequency control system, and overall response of the inverter-based resource.

(i) The response characteristics shall be coordinated with VINLEC.

(ii) The power vs frequency response characteristics shall be adjustable/programmable by VINLEC or designated BESS operator.

(h) For Alternate Active Power/ Frequency Response Modes, the Facility shall be capable to supply black start or fast frequency response modes of operation, in addition to normal droop.

(i) Undervoltage/Overvoltage Ride-Through – The Facility shall provide voltage ride through capabilities as required by VINLEC.

(j) Underfrequency/Over-frequency Ride-Through – The Facility shall provide frequency ride through capabilities as required by VINLEC.

(k) Simulation of the battery storage system operation on VINLEC's grid to understand the impacts on the network during normal and abnormal conditions. The winning bidder shall make the model used in the simulation available to VINLEC. Modelling software should preferably be ETAP.

(l) Safety System including, but not limited to, fire protection system.

(m) Material selection for resilience in a corrosive tropical environment.

d. BESS Testing Specifications:

(a) **Exhibit B – BESS Testing Specifications** to the VINLEC Energy Storage Technical Specification describes the minimum requirements for testing the facility and includes:

(i) Descriptions of the required tests and test acceptance criteria;

(ii) Contractor and equipment supplier roles and responsibilities with respect to facility testing and data analysis; and
(iii) Reporting and documentation requirements and timelines for tests.

(b) In addition to the tests in **Exhibit B – BESS Testing Specifications**, the Contractor shall also be responsible for any additional testing required to satisfy Laws and Regulations, including but not limited to applicable Codes and Standards and requirements of VINLEC.

(c) The Contractor shall provide all labor, supervision, materials, tools, equipment, and services required to complete testing of the facility, including but not limited to the following:

(i) Contractor shall furnish acceptable evidence that the technicians and inspectors, or inspecting and technical organization(s), have experience inspecting and testing similar equipment/work, e.g., circuit breakers, wiring/conductors, junction boxes (combiner box is considered a junction box), transformers, mechanical/structural steel assemblies, foundations, soil compaction, etc. For testing to be performed to meet International Electrical Testing Association (NETA) requirements, the testing organization shall be an independent, third-party entity, with a "NETA Accredited Company" designation issued by the International Electrical Testing Association.

(ii) Technicians performing tests from NETA ATS shall be certified in accordance with ANSI/NETA ETT-2000, Standard for Certification of Electrical Testing Personnel. Each on-site crew leader shall hold a current certification, Level III or higher, or equivalent certification.

(iii) Prior to startup, Contractor shall provide cleaning and preparation as required for each piece of Equipment.

(iv) Temporary devices, cables/conductors, hoses, valves, jumpers, etc., not furnished by an Equipment manufacturer, but required for Contractor testing, shall be furnished by Contractor and removed after testing is completed.

(v) All equipment safety labelling including, warning, danger and arc flash labels shall be applied to all equipment prior to start up testing.

(d) Testing shall meet the requirements of this specification and referenced industry standards, and be conducted in accordance with any instructions provided by the equipment manufacturers. Any conflict between these requirements shall be brought to the Employer's attention for resolution.

e. BESS SCADA Specifications:

Exhibit C—BESS SCADA Specifications to the VINLEC Energy Storage Technical Specification provides requirements and technical specifications for the project's control, data acquisition, and communications.

f. Single Line Diagram (SLD):

Exhibit D—Single Line Diagram (SLD) Cane Hall to the VINLEC Energy Storage Technical Specification depicts VINLEC's Schematic Diagram of the Main Transmission and Distribution (T&D) System, St. Vincent.

g. Trenches at Cane Hall Power Plant:

Exhibit E—Trenches at Cane Hall Plant to the VINLEC Energy Storage Technical Specification depicts the trenches VINLEC has identified for use in the interconnection of the VINLEC Cane Hall BESS project.

h. Warranties and guarantees

The EPC Contractor shall prepare and submit to VINLEC a plan for a comprehensive Project warranty, including but not limited to the following:

1. Inverter materials, workmanship, and long-term performance
2. Balance of System (BoS) materials, workmanship, and long-term performance
3. Battery Storage
4. Power Management System

This warranty plan, once approved, will become an Exhibit to the EPC Agreement.

The EPC Contractor must prepare and submit a Spare Management Plan as part of the warranties and guarantees. Given the community-critical nature of the installation, the EPC Contractor, via the O&M Contract, must be in a position to immediately replace any items suspected of failing during the Manufacturer's warranty period due to manufacturing defects, installation defects, or not suitable for use defects and any damage that occurs due to these defects.

The EPC is obligated to deal with the manufacturer with respect to reimbursement of cost associated with the materials and labor needed to correct the defect.

Warranty periods: The contractor shall include all standard warranty periods for any Equipment, including workmanship warranties. Optional warranty periods and associated costs for additional warranty periods shall also be listed where available. All Equipment shall be new, unused, of recent manufacture and shall carry the manufacturer's standard warranty, unless otherwise specified. Major Equipment (including inverters, transformers, skids, BESS BOF components, SCADA system, and circuit breakers) shall have a minimum 5-year manufacturer's warranty period starting at Facility substantial completion, and both the form of warranty and the warranty provider shall meet the credit approval of VINLEC and the Facility lender.

BESS containers shall have a minimum of 20-years manufacturer's warranty period starting at Facility substantial completion.

Warranties shall protect the Project against serial defects and provide a clear path to resolve disputes related to equipment defects.

The contractor shall ensure that all warranties are valid in St. Vincent and the Grenadines.

The contractor shall explicitly describe any Equipment that has a less than 5-year manufacturer's warranty period.

All Equipment warranties shall be transferrable to VINLEC upon Facility Commissioning.

i. Subcontractors

The EPC Contractor may engage subcontractors to perform the work and supply the labor, material, equipment, and supervision required to be supplied by the EPC Contractor on this Project, and the selection of such subcontractors shall be at the discretion of the EPC Contractor with exception to subcontractors with a contract value exceeding 5% of the contract price, which shall require VINLEC approval.

The engagement of subcontractors shall not relieve the EPC Contractor from any liability or its obligations, and the EPC Contractor shall be fully responsible for the performance of its subcontractors and for the negligent acts, errors, and omissions of its subcontractors. All Subcontractors performing Work shall be properly licensed and insured and be in compliance with all local laws, rules, and regulations applicable to the Project and as required by applicable law.

j. Cyber Security

Bidders are to ensure that their proposals meet responsible cybersecurity requirements according to relevant industry standards such as NIST CSF, ISO 27001, IEC 62443, etc., where certification to these standards is a plus. To facilitate our review of proposals, bidders must address several cybersecurity criteria. For example, effective access management controls are essential to prevent unauthorized system access, and bidders must have in place at minimum critical controls, including access control with secure remote connectivity, multifactor authentication methods, user activity logging and monitoring, as well as network segmentation and whitelisting. Operational data generated by the system or modifiable to the system is classified as sensitive and necessitates protection measures, such as data encryption and methods to prevent data tampering, loss or exfiltration. Additionally, given that battery energy storage systems and their connected devices may serve as entry points for cyber threats, firmware security, hardware hardening, and secure default configurations are expected to be in place. Proposals should also consider the ability for efficient integration with the existing IT infrastructure. An incident Response and Recovery Plan should also be addressed. Continuous security monitoring of systems could be provided alongside (secure) remote maintenance capabilities and bidders should indicate whether this is in place. Additionally, right to audit of systems in-scope (if necessary) is a beneficial aspect that will enhance transparency and foster trust between VINLEC and the bidder.

V. PROPOSAL DELIVERABLES

The Bidder shall present ***All materials / deliverables for this RFP Bid in ENGLISH.***

The Bidder shall provide a completed checklist of the proposal deliverables, **Appendix H**.

Bidder shall include a cover letter signed by a duly authorized representative of their respective company. The letter must clearly identify the EPC Contractor and its contact persons for future communications regarding its proposal.

a. Confidential information

During the term of this RFP, Bidder may receive or have access to data and information that is confidential and proprietary to VINLEC. All such data and information ("Confidential Information") made available to, disclosed to, or otherwise made known to Bidder in connection with this RFP shall be considered the sole property of VINLEC. Confidential Information may be used by Bidder only for the purposes of performing the obligations of the Bidder hereunder. Bidder shall not disclose Confidential Information to any third party without the prior written consent of VINLEC. Bidder shall not use or duplicate any proprietary information belonging to or supplied by VINLEC, except as authorized by VINLEC. These obligations of confidentiality and non-disclosure shall remain in effect for an indefinite period. Further, Bidder shall enter into Mutual Confidentiality Agreement by completing and returning **Appendix C**. The Bidder agrees that this RFP and any response and discussion related thereto shall be considered Confidential Information.

b. Technical information

Refer to the following Exhibits:

- Exhibit A - BESS Scope of Work
- Exhibit B - BESS Testing Specifications
- Exhibit C - BESS SCADA Specifications
- Exhibit D - SLD Cane Hall
- Exhibit E- Trenches at Cane Hall Power Plant
- Exhibit F- VINLEC Cane Hall BESS- E200 Site Plan

c. Project Plan

Bidder shall prepare and provide a Project Summary Execution Plan for the full scope of services to be performed, including the items listed below. See **Exhibits A, B, and C** for references to technical specifications for additional requirements (note that all items listed below shall be included as specific exhibits in the EPC Agreement).

- Battery Energy Storage concept document with specific focus on the Battery Energy Storage Systems (BESS) and Energy Management System. It should address what the primary function of the BESS would be, i.e. spinning reserve, load management, frequency regulation, voltage support, black start, etc. Also, a detailed description of how the energy storage connected to the VINLEC Electrical System/Grid would work together and the load and reactive power sharing protocols, etc. should be provided. Additionally, the extent of system interaction with power station staff and the requirement for power station staff or system operator intervention should be described. The manual override procedure in instances of automation system or other equipment failure should also be described. Finally, information on the ease of interacting with and modifying the automated system by VINLEC staff for fine-tuning and diagnostics should be provided.
- Organizational chart with roles and responsibilities. This chart shall show lines of authority and responsibility. The number of personnel to be utilized on the job shall be indicated in appropriate organizational elements. If significant changes in the organization are expected to occur during the life of the Project or phases of construction, these shall be described.

- Key personnel.
- Major subcontractors.
- Basic design and construction milestone sequence description.
- Detailed Project schedule with key design/engineering, procurement, construction, and commissioning.
- Typical start-up plans.
- Conceptual site layout.
- Conceptual single-line diagram.
- Specification sheets for major equipment.
- Equipment warranties.
- Security plan.
- Health and Safety plan.

- Environmental management/compliance plan (Traffic, Noise, Dust etc.).
- Quality control and assurance plan.
- Communications Management plan.
- Project management plan.
- List of software packages to be used with annual license and maintenance costs for each.
- Emergency Management Plan

d. Pricing

Itemized Pricing Schedule forms shall be submitted as part of the proposal, consistent with the format provided in **Appendix D- Proposal Form and Pricing Schedule**. The approved/executed Pricing Schedule forms shall also be included as an exhibit to the EPC Contract.

Bidder shall complete and provide **Appendix E -Milestone Payment Schedules** to accompany the payment schedule forms. This will be included as an exhibit to the EPC Contract.

Bidder shall propose liquidated damages applicable to delayed schedule milestones for each bid variant. Agreed-upon liquidated damages provisions will be included in the final EPC Agreement.

All taxes imposed on non-resident bidders are deemed included in bid submissions. During the contractual term, if payment to successful bidder is subject to Withholding Tax (WHT) deduction under any prevailing law, VINLEC will, without prior notice, pay the net amount due after deducting WHT tax which will be remitted to the relevant tax authority. VINLEC will provide the appropriate withholding tax certificate or equivalent local document to such withholdings.

e. Employment practices

Bidder shall provide a comprehensive description of the employment practices of its business and how it plans to comply with applicable laws pertaining to employment. Bidder shall also provide a detailed summary of the local labor that will be used for the project.

f. Form of Contract - EPC Agreement / Terms and Conditions

An EPC Agreement is provided as **Appendix G - Draft EPC Agreement/Contract.**

Bidder shall provide a red-line to the EPC Agreement and to any EPC exhibits which the Bidder wishes to modify or a brief summary of any changes made to the EPC Agreement and/or exhibits and identify the specific sections/ Exhibits.

The Evaluation Committee will nominate a “Preferred Bidder” who will be notified as such.

Notification to all unsuccessful bidders will take place after contract award and signing.

Bids shall be priced to include, and will be expected to comply with, the requirements in all the Project contracts, agreements, and documentation included herein and attached hereto. This includes, but is not limited to: permits, product manuals, and any un-modified terms to the agreement and associated exhibits, and the Q&A log.

g. Bid Security

Bid Security shall be furnished to VINLEC in the amount of US$50,000 for security against the failure of the Bidder to comply with all requirements within the time frames established subsequent to notification of award. The Form of Bid Security (Bid Guarantee) is provided as **Appendix F** and must be completed and return as part of one's bid submission.

If the Bidder fails to (1) execute the Contract, or (2) furnish certificates of insurance within TEN (10) calendar days of the written notification of intent to award a Contract, then VINLEC may collect under the Bid Security. VINLEC may retain the Bid Security of the three-remaining top ranked Bidders, until the earlier of either the seventh day after the effective date of the new agreement or the one-hundred-twenty-first day after the bid opening, whereupon Bid Securities furnished by such Bidders will be returned.

h. Advance Payment Bond

VINLEC shall allow an upfront payment/first payment installment structure in which an advance payment is treated as payment due on execution of the EPC Agreement, issuance of insurance certificates, and an advance payment bond. The procuring entity will permit an advance payment capped at 20% of the bid/contracted price. The advance payment bond term will end at the date of Practical Completion.

The bidder may request an Advance Payment by completing and submitting **Appendix J – EPC Advance Payment Request Form** as part of one's bid submission.

For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence work.

An Advance Payment Bond in the amount requested using **Appendix K** shall be furnished to VINLEC as security against the EPC Contractor's default. The Form of the Advance Payment Bond is provided as **Appendix K– Advance Payment Bond** and must be completed and returned along with the EPC Contractor's signed EPC Agreement at the time of contract award.

The advance payment paid by the procuring entity to the EPC contractor under the EPC Contract is due for reimbursement by the Surety on the following terms:

(a) When the Surety receives a demand from VINLEC in accordance with Clause (b) below, the Surety shall repay VINLEC the sum demanded up to the amount of the Advance Payment.

(b) VINLEC shall, in making any demand, provide to the Surety a completed notice of demand which shall be accepted as conclusive evidence for all purposes under this Bond.

(c) The Surety shall, within 5 Business Days after receiving the demand, pay to VINLEC the sum so demanded. 'Business Day' means the day (other than a Saturday or a Sunday) on which commercial banks are open for business in St. Vincent and the Grenadians.

i. Retention

VINLEC shall hold the retention balance as security for the rectification of performance and/or defects during the Performance and Defects Liability Period.

If an Advance Payment is requested, a 10% retention will be applied to all Contractor invoices. If an Advance Payment is not requested, a 15% retention will be applied to all Contractor invoices.

The retention will be paid in two installments. First, a letter from VINLEC acknowledging the end of the Punch List Activities has been completed. Second, a letter from VINLEC acknowledging the end of the Liability Period has been issued. Retention payment installments will be at 50% of the total retention amount, less only such amounts as VINLEC may otherwise be entitled to deduct and retain according to the provisions of the Contract Documents.

j. Conflicts of interest

The Bidder shall disclose any conflicts of interest or potential conflicts of interest.

A Bidder shall not have a conflict of interest. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

(b) receives or has received any direct or indirect subsidy from another Bidder; or

(c) has the same legal representative as another Bidder; or

(d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or

(e) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or

(f) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Recipient as Engineer for the Contract implementation; or

(g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

(h) has a close business or family relationship with a professional staff of VINLEC (or its Technical Consultant) who: (i) are directly or indirectly involved in the preparation of the Bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to VINLEC throughout the Bidding process and execution of the Contract.

k. Key project risks

The Bidder shall identify key risks that may impact the Project and propose measures to mitigate said risks.

l. Contract Required Insurance

The successful bidder shall, upon execution of the EPC Agreement procure and maintain insurance policies throughout the term of the Agreement as follows:

- **Employer's Liability Insurance**: This type of insurance covers the employer's liability for injury or death to employees during the course of the construction project.
  Sum insured- Minimum US$250,000 per occurrence

- **Contractor's All Risks Insurance (CAR)**: This type of insurance provides cover for physical loss or damage to the contractor's plant, equipment, and materials during the course of the construction project and up to the end of the defects liability period.
  Sum insured- An amount equal to the full replacement value of the Works

- **Public Liability Insurance**: This type of insurance covers the contractor's liability in respect of death or injury to third parties or damage to property (including costs and expenses of litigation and attorney's fees).
  Sum insured- For any one claim no less than US$500,000.00.

- **Marine Transit Insurance**: This type of insurance covers all materials, equipment, machinery, spare and other items against all risks of physical loss or damage while in transit by land, sea or air from country or origin anywhere in the world to the construction site from the time of the insured items leave the warehouse or factory for shipment to the construction site.
  Sum insured- An amount equal to 110% (one hundred and ten percent) of the total value of the item to be shipped plus freight (CIF).

VI. EVALUATION CRITERIA AND SELECTION PROCESS

NOTE: No Bidder shall make unsolicited contact with the VINLEC Cane Hall BESS team between the date of submission of bids and the award of the contract. Should the VINLEC Cane Hall BESS team require any clarifications on a proposal, the Bidder will be contacted in writing.

a. Proposal selection process

As part of the proposal review criteria, all proposals will be reviewed to determine whether they are responsive or non-responsive to the requirements of this RFP (Administrative Compliance). Proposals that are determined to be non-responsive will be rejected. The remaining proposals will be evaluated and rated based on the technical evaluation, proposal completeness and structure, and financial evaluation, evaluation criteria. VINLEC reserves the right to conduct site visits and/or interviews and/or to request that Bidders make presentations and/or demonstrations as appropriate.

In the process of evaluating the responses, selected bidders may be required to have bid clarification meeting(s). Following detailed evaluations, bids will be ranked based on their scores. A decision may be made to request further bid clarification and initial negotiation meetings with the top three bidders, followed by final contract negotiation meetings with the selected finalist Bidder (Preferred Bidder). Scheduling of any such meetings will be performed at the discretion of VINLEC. A minimum notice of fourteen (14) calendar days will be given.

Upon conclusion of the evaluation process and subsequent negotiations, all Bidders will be notified of this procurement outcome.

b. Administrative Compliance of the Proposal [Responsive / Non-Responsive]

All proposals will be reviewed to determine whether they are responsive or non-responsive to the requirements of this RFP, i.e. administrative compliance. The following factors will be considered when evaluating the administrative compliance of proposals:

1. Has the Proposal been delivered as per the Submission of Proposal Instructions? Yes/No
2. Has the Proposal been delivered by the submission deadline? Yes/No
3. Does the Proposal contain ALL Mandated Deliverables as per **Appendix H – Proposal Checklist**? Yes/No
4. Has the bidder (JV's collective) demonstrated cash-on-hand of a minimum of US$500,000 for the last financial year?
5. Has the bidder (JV's collective) demonstrated an average annual turnover of US$3,500,000 for the last three (3) years?
6. BESS EPC project experience of a minimum of three (3) completed BESS projects with an aggregate capacity of 3MWh within the last 3 years. Bidders are required to demonstrate the minimum stated BESS experience by completing **Appendix I – Project BESS Experience**.

c. Technical Evaluation Criteria of the Proposal [65points]

The primary criteria for evaluation of the Proposals will assess and document the Bidder's response to this RFP. Bidders must achieve a minimum score of 70% (45.5 of 65 points) of the maximum technical points to be considered for the financial evaluation stage. The following factors will be considered when evaluating the technical and financial aspects of the proposals:

c.1 Technical Evaluation: 40-points

- Understanding and compliance with requirements:
  - The proposal should address each work area in sufficient detail to demonstrate a clear understanding of the Scope of Services.
  - The solutions and equipment proposed should be compliant with the technical specifications provided.
  - The equipment proposed should be of good quality from reputable manufacturers.
  - The proposal should provide evidence of sufficient planning to show that work will be accomplished as required and on schedule.
- The proposal must clearly indicate that the Bidder has performed adequate planning to accomplish the tasks as defined in the Scope of Services:
  - Does the approach appear to be thorough and organized?
  - Do they demonstrate the ability and proven expertise in the execution of such projects?
  - Do they demonstrate a solid grasp of the proposed project, body of work and issues likely to be raised?

c.2 Organization and Personnel Experience and Expertise: 20-points

- Have they demonstrated an ability to mobilize and organize a project team?
- Do their key personnel, as per the Project Organization Chart and Resumes, support their ability to perform the work?
- Who is their proposed Project Manager? Has he/she worked on similar projects?

c.3 Change to project circumstances: 5-points

- Has the contractor demonstrated they have the flexibility to adapt to changing project circumstances via risk management and change management processes?

d. Financial Evaluation Criteria [35-points]

The following method will be used when evaluating the financial aspects of the proposals:

- The Lowest Bid Cost would be used to compare all bid financials against.
- All bidders' financials within +5% of the Lowest Bid Cost would score a maximum of 35 points.
- Other bids outside + 5% of the Lowest Bid Cost would receive points based on 35 minus 1 point (1) for every 2 percent difference above Base/Lowest Bid Cost Price & the bidder's price.

e. Most Economically Advantageous Bid/Proposal Score

The following method will be used when evaluating the Most Economically Advantageous Bid to be nominated as the Preferred Bidder:

- The bidder that is Administrative Compliance RESPONSIVE.
- The bidder that scores the highest number of points after summing the Technical, Employment Practices, Proposal Completeness, and Financial scores

Note: Bidders must achieve a minimum Most Economically Advantageous score of 70% overall to be considered for award of contract

VII. ADDITIONAL DETAILS OF THE RFP PROCESS

a. **Amendments, Modifications, Withdrawal, Termination**. VINLEC reserves the right to amend, modify, or withdraw this document or any part of it, or to terminate or amend any of the procedures, processes, or requirements detailed in this document at any time, without prior notice, without reason or justification, and without liability to compensate or reimburse any person pursuant to such amendment, modification, withdrawal or termination.

b. **Clarifications/ Addenda**. If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent (electronically or by mail) to all prospective Respondents and posted to VINLEC's website. Each addendum is incorporated as part of the RFP documents, and the prospective Respondent should acknowledge receipt. An addendum may include, but will not be limited to, the following: Responses to questions and requests for clarification sent to VINLEC.

   Respondents will be responsible for checking email accounts and VINLEC's website for Clarifications and/or Addenda, if any. Failure to obtain Clarifications and/or Addenda shall not relieve Respondents from being bound by any additional terms and conditions in the Clarifications and/or Addenda, or from considering additional information contained therein in preparing a response. Note, there may be multiple Clarifications and/or Addenda. Any harm to Respondents resulting from such failure shall not be valid

grounds for a protest against an award(s) made under the solicitation. VINLEC accepts no responsibility for the timely delivery of materials or for alerting Respondents on additional posting of information related to this RFP.

c. **VINLEC's Rights to Reject Proposals**. VINLEC reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFP; or that do not contain at least the information required by this RFP.

d. **No Liability for Costs**. VINLEC is not responsible for costs or damages incurred by Respondents in connection with the RFP process, including but not limited to costs associated with preparing the Proposal and/or participating in any oral presentations, or negotiations.

e. **AWARD OF CONTRACT** VINLEC shall evaluate proposals in accordance with the evaluation criteria and methodology and may discuss proposals with bidders. By issuing this RFP VINLEC is not committed to award a contract for all or part of the requirements and reserves the right to award a contract for all or part of the requirements. Bidders shall indicate if they would not accept a contract for part of the requirements. VINLEC reserves the right to increase or decrease the size of the system, or the volume of goods or services, without any change in unit price or other terms and conditions.

   A Notification of Intent to Award may be sent to any bidder selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing bidders unless an agreement is reached. If contract negotiations cannot be concluded successfully, VINLEC may negotiate a contract with the next highest scoring bidder or withdraw the RFP.

f. **DISCLAIMER**. This RFP is a request for proposals only and not an offer document. Answers to this RFP must not be construed as acceptance of an offer or imply the existence of a contract between the parties. By submission of its proposal, Respondents shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this RFP. VINLEC makes no representation, warranty, assurance, guarantee or endorsements to Respondent concerning the RFP, whether with regard to its accuracy, completeness or otherwise, and VINLEC shall have no liability towards the Respondent or any other party in connection therewith.