

**Hawaiian
Electric**

DRAFT
REQUEST FOR PROPOSALS
FOR
FIRM RENEWABLE DISPATCHABLE GENERATION

ISLAND OF O‘AHU

FEBRUARY 28, 2022

Docket No. TBD

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Chapter 1: Introduction and General Information

Hawaiian Electric Company, Inc. (“Hawaiian Electric” or the “Company”) seeks proposals to acquire a total of 500 to 700 megawatts (“MW”) of firm power from renewable generation resources, as defined further in Section 1.2.2 (“Proposals”), through this Request for Proposals (“RFP”).¹ By the end of 2029, Hawaiian Electric will target having in service 300 to 500 MW of power under this RFP, and by the end of 2033, Hawaiian Electric will target having an additional 200 MW of power in service under this RFP. From the targeted amount of power for 2029, Hawaiian Electric will seek proposals for at least 150 MW of non-spinning reserves that can be dispatched from offline to full load within 15 minutes or less.

The Company seeks new firm renewable dispatchable generation projects in this RFP. The Company will also accept Proposals from existing firm generation projects for new terms if modifications to repower or re-use such existing facilities using renewable fuels are completed. Any existing project’s Proposal must meet all of the terms of this RFP, including agreement to use the Model Firm Renewable Dispatchable Generation Power Purchase Agreement (“Firm PPA”) attached hereto. Through this RFP, the Company intends to contract all firm² dispatchable generation projects using the Firm PPA. If a proposed Project utilizes a technology that is not encompassed by the Firm PPA, then the terms of the Firm PPA will be modified to address the specific technology and/or component.

Each successful Proposer will provide firm renewable dispatchable generation to the Company pursuant to the terms of a Firm PPA which will be negotiated between the Company and Proposer, and also be subject to review and approval by the State of Hawai‘i Public Utilities Commission (“PUC”). Proposers are instructed to review the Firm PPA attached as Appendix L thoroughly. The structure of the Firm PPA contemplates payments made by the Company to the Proposer on a monthly lump sum basis (e.g., Capacity Charge payment), based upon the contract capacity of the facility, regardless of the actual energy dispatched. In exchange, the utility maintains full dispatch control of the Facility as needed. Proposals may also include an Energy Charge payment component in addition to the Capacity Charge payment component. The Energy Charge payment would be based on actual production and delivery of energy to the grid. The Firm PPA allows the Company dispatch rights and does not guarantee Seller any amount of energy will be delivered to the Point of Interconnection. In the event that the Company does not accept any energy at the Point of Interconnection, the Company will not make any Energy Charge payment. Under the Firm PPA, each Facility must meet certain requirements to receive the full Capacity Charge payment each month. These requirements ensure that each plant is available to the Company for dispatch to meet System needs. The Company intends to use all Projects selected for the Final Award Group in accordance with the performance and dispatchability requirements described in the Firm PPA to meet various grid needs. The Company, however, is committed to selecting a portfolio of Projects based on the results of the

¹ Procurement fulfillment will be dependent on the types of Proposals received in this RFP and the status of other pending resource acquisitions.

² Firm generation is a synchronous machine based technology that is available up to 100% of the contract capacity at any time under Company dispatch for as long as needed, except during periods of outage and deration, independent of source energy resource availability. Firm generation must not be energy limited or weather dependent.

RFP to meet the System’s needs and will not be focused on any particular technology. As detailed in this RFP during the detailed evaluation, modeling will be performed to assess the grid resources being provided by the final selected portfolio.

The Company and/or its Affiliates may submit a Proposal in response to this RFP subject to the requirements of this RFP.

The Company will evaluate Proposals using the evaluation and selection process described in Chapter 4. The Company will evaluate and select Proposals based on both price and non-price factors that impact the Company, its customers, and communities affected by the proposed Projects. The number of Projects that the Company may acquire from this RFP depends on, among other things, the quality and cost-effectiveness of bids received in response to this RFP; economic comparison to other RFP responses; updates to the Company’s forecasts; transmission and sub-transmission availability; and changes to regulatory or legal requirements. If attractive Proposals are received that will provide energy and other services in excess or less than the targeted amounts, the Company will consider selecting such Proposal(s) if benefits to customers are demonstrated.

All requirements necessary to submit a Proposal(s) are stated in this RFP. A description of the technical requirements for Proposers is included in the body of this RFP, Appendix B, and in the Firm PPA attached as Appendix L.

All capitalized terms used in this RFP shall have the meaning set forth in the glossary of defined terms attached as Appendix A. Capitalized terms that are not included in Appendix A shall have the meaning ascribed in this RFP.

1.1 Authority and Purpose of the Request for Proposals

- 1.1.1 This RFP is issued in response to the Company’s November 17, 2021 letter and the PUC’s December 22, 2021 letter in Docket No. 2021-0024 approving the Company’s request to proceed with developing a renewable firm generation RFP specifically for O‘ahu, and to file the draft RFP no later than February 28, 2022.
- 1.1.2 This RFP is subject to Decision and Order No. 23121 in Docket No. 03-0372 (To Investigate Competitive Bidding for New Generating Capacity in Hawai‘i) (“D&O 23121”), which sets forth the PUC’s Framework for Competitive Bidding (“Framework” or “Competitive Bidding Framework”). This RFP is also consistent with the updated Framework for Competitive Bidding (“Updated Framework”), which was drafted to be more inclusive of various technologies, and filed on February 12, 2021 in Docket No. 2018-0165. The Updated Framework is currently pending PUC approval, and if approved prior to the issuance of this RFP, this RFP shall be subject to the Updated Framework.

1.2 Scope of the RFP

- 1.2.1 The Company has no predetermined preference for a particular firm renewable energy generation fuel in this RFP, but the fuel must be used in a synchronous machine-based generation technology. Generation resources that are energy limited or weather

dependent, including but not limited to wind and the sun, inverter-based generation resources, and standalone energy storage resources will not be allowed in this RFP.

- 1.2.2 All Proposals submitted in response to this RFP must utilize a qualified renewable energy resource(s) as defined under the Hawai‘i Renewable Portfolio Standards (“RPS”) law.³ By statute, “Renewable Energy” means energy generated or produced using the following sources: (1) wind; (2) the sun; (3) falling water; (4) biogas, including landfill and sewage-based digester gas; (5) geothermal; (6) ocean water, currents, and waves, including ocean thermal energy conversion; (7) biomass, including biomass crops, agricultural and animal residues and wastes, and municipal solid waste and other solid waste; (8) biofuels; and (9) hydrogen produced from renewable energy sources.⁴ However, as described in Section 1.2.1 above, because as-available generation resources that are energy limited or weather dependent will not be allowed in this RFP, Proposals will not be able to utilize certain renewable energy resources (e.g., wind and sun).

All Proposals must include any and all costs of fuel for the entire proposed Firm PPA term in its Proposal.⁵ Biogas, biomass, biofuel,⁶ and hydrogen produced from renewable energy source generation Proposals must also describe their fuel supply plan that will ensure sufficient fuel storage based on at least 47 days⁷ of expected dispatch of the Project on the island of O‘ahu. All Proposals that operate on fuel⁸ must also commit to provide fuel for the entire proposed term of the Firm PPA and provide evidence, such as in the form of contracts, that the fuel will be secured for the duration of the Firm PPA term. All Proposals utilizing a fuel source must also specify any minimum monthly, quarterly, and/or annual fuel purchases in their fuel contract. Proposers for facilities that elect to use a liquid or gaseous fuel source must also be capable of operating using fossil fuel, including obtaining the proper permitting, and include the costs for the use of such fuel in its Proposal. The Company will maintain the right to consent to any fuel supply changes during the term of the Firm PPA.

- 1.2.3 Each Proposal submitted in response to this RFP must represent a Project that is capable of meeting the requirements of this RFP without having to rely on the completion or implementation of any other Project, or without having to rely on a proposed change in law, rule, or regulation.

³ RPS requirements in Hawai‘i are codified in Hawai‘i Revised Statutes (“HRS”) §§ 269-91 through 269-95.

⁴ See HRS § 269-91.

⁵ Proposals operating on biofuel fuel do not need to include the cost of biofuel in their Proposal cost, but those Proposals must provide a biofuel price forecast. The Proposal will not have to guarantee the biofuel forecast pricing, but the Company reserves the right to use an alternative appropriate fuel forecast when evaluating the Proposal (i.e., the Company may choose to use the Company’s biofuel fuel forecast, or potentially look at more than one fuel forecast for evaluation purposes).

⁶ Biofuel is defined in HRS § 269-91: “Biofuels” means liquid or gaseous fuels produced from organic sources such as biomass crops, agricultural residues and oil crops, such as palm oil, canola oil, soybean oil, waste cooking oil, grease, and food wastes, animal residues and wastes, and sewage and landfill wastes.

⁷ Days refer to calendar days, unless the term “business day” is used, which means calendar day excluding weekends and federal and State of Hawai‘i holidays.

⁸ Proposals operating on biofuel must commit to providing fuel for the entire duration, but do not have to provide evidence of a fuel supply contract for the entire duration of the contract. However, Proposals utilizing biofuel must commit to provide evidence of a fuel supply for at least the first 3 years of the Firm PPA term.

- 1.2.4 Proposals that will require System upgrades and the construction of which, in the reasonable judgment of the Company (in consultation with the Independent Observer), creates a significant risk that their Project’s Guaranteed Commercial Operations Date (“GCOD”) will not be met, will not be considered in this RFP.
- 1.2.5 Projects submitted into this RFP must be located on the island of O‘ahu.
- 1.2.6 The Term of the Firm PPA must be thirty (30) years.
- 1.2.7 With respect to their Project, Proposers must determine their Site, Interconnection Facilities and route of Interconnection Facilities, and Point(s) of Interconnection.
- 1.2.8 Proposers must locate all Project infrastructure within areas of their Site that are:
- outside the 3.2 feet sea level rise exposure area (SLR-XA) as described in the Hawai‘i Sea Level Rise Vulnerability, and Adaptation Report (2017);⁹
 - not located within a Tsunami Evacuation Zone;¹⁰ and
 - not located within the Hawaii Department of Land and Natural Resources flood map’s flood zones A, AE, AEF, AH, AO, VE based on the Federal Emergency Management Agency’s Digital Flood Insurance Rate Maps.¹¹
- All equipment required for a Proposer’s Project must be sited within the proposed Site with no assumptions that any equipment will be sited on Company property unless specified by the Company.
- 1.2.9 Projects must interconnect to the Hawaiian Electric System at the 138 kV transmission-level or 46 kV sub-transmission-level as set forth in more detail in Section 2.3.7. Projects can interconnect via an existing 138 kV substation (as determined by the Company) or to multiple 138 kV transmission-level lines via a new 138 kV switching station built by the Proposer at its cost. Projects can also interconnect at a location determined by the Proposer via a new 46 kV switching station built by the Proposer at its cost. Proposers must inquire about the transmission line available MW capacity or substation conditions. See Section 2.2.1 below.
- 1.2.10 A Project’s size must be greater than 5 MW, the threshold for a waiver from the Competitive Bidding Framework applicable to the island of O‘ahu. No single point of failure from the Facility shall result in a decrease of active power measured at the Facility point of interconnection greater than 142 MW. Additionally, in meeting the single point of failure requirement, if the Facility’s generator step-up transformers are operated in

⁹ Hawai‘i Climate Change Mitigation and Adaptation Commission. 2017. Hawai‘i Sea Level Rise Vulnerability and Adaptation Report. Prepared by Tetra Tech, Inc. and the State of Hawai‘i Department of Land and Natural Resources, Office of Conservation and Coastal Lands, under the State of Hawai‘i Department of Land and Natural Resources Contract No: 64064. This report is available at: https://climateadaptation.hawaii.gov/wp-content/uploads/2017/12/SLR-Report_Dec2017.pdf

¹⁰ See Hawai‘i Sea Level Rise Viewer at <https://www.pacioos.hawaii.edu/shoreline/slr-hawaii/>, and National Oceanic and Atmospheric Administration (NOAA) interactive map in partnership with the State of Hawai‘i at <https://tsunami.coast.noaa.gov/#/>. Project infrastructure must be outside the “Tsunami Evacuation Zone” (but not necessary to be outside the “Extreme Tsunami Evacuation Zone”).

¹¹ See Hawaii Department of Land and Natural Resources Flood Hazard Assessment Tool at <http://gis.hawaiiinfip.org/FHAT/>.

parallel, the parallel step-up transformers must be equal in size (in megavolt amperes) and have the same electrical characteristics and available tap positions. Each segment must have its own Point of Interconnection into the Hawaiian Electric System that can be independently dispatched via the Company’s energy management system. Revisions will need to be made to the Firm PPA to account for multiple Points of Interconnection.

Contracts for Projects selected through this RFP must use the Firm PPA as described in Section 3.8. Under the Firm PPA, the Company shall maintain exclusive rights to fully direct dispatch of the Facility. Additionally, due to the critical nature and usage of these facilities to support the grid, the ability to control and tune the Facility’s response to certain grid events and conditions is an important aspect that will be required of all facilities.

- 1.2.11 Proposals must specify a GCOD as set forth in the table below. Proposals should also include a variation, which includes the earliest GCOD the proposal can meet. A Proposer’s GCOD set forth in its accepted Proposal or variation will be the GCOD in any resulting Firm PPA if such Proposal is selected to the Final Award Group. Proposers will not be able to request a change in the GCOD set forth in their accepted Proposals or variation.

Phase	Tranche 1	Tranche 2
MW requested	300 to 500 MW	200 MW
GCOD requested	No later than December 1, 2029	No later than December 1, 2033

- 1.2.12 If selected, Proposers will be responsible for all costs throughout the term of the Firm PPA, including but not limited to Project development, completion of an Interconnection Requirements Study (“IRS”), the cost of conducting a greenhouse gas analysis, land acquisition, permitting, financing, construction of the Facility and all Interconnection Facilities, all fuel to operate the Facility, and the O&M of the Facility.
- 1.2.13 If selected, Proposers will be solely responsible for the decommissioning of the Project and the restoration of the Site upon the expiration of the Firm PPA, as described in Attachment G, Section 7 of the Firm PPA.
- 1.2.14 If selected, Proposers shall pursue all available applicable federal and state tax credits. Proposal pricing must be set to incorporate the benefit of such available federal tax credits. However, to mitigate the risk on Proposers due solely to potential changes to the Hawai‘i state tax credit law before a selected Project reaches commercial operations, Proposal pricing shall be set without including any state tax credits. If a Proposal is selected, the Firm PPA for the Project will require the Proposer to pursue the maximum available state tax credit and remit tax credit proceeds to the Company for customers’ benefit as described in Attachment J of the Firm PPA. The Firm PPA will also provide

that the Proposer will be responsible for payment of liquidated damages for failure to pursue the state tax credit.

1.3 Competitive Bidding Framework

Consistent with the Framework, this RFP outlines the Company's requirements in relation to the resources being solicited and the procedures for conducting the RFP process. It also includes information and instructions to prospective Proposers participating in and responding to this RFP.

1.4 Role of the Independent Observer

1.4.1 Part III.C.1 of the Framework sets forth the circumstances under which an Independent Observer is required in a competitive bidding process. The Independent Observer will advise and monitor all phases of the RFP process and will coordinate with PUC staff throughout the RFP process to ensure that the RFP is undertaken in a fair and unbiased manner. In particular, the Company will review and discuss with the Independent Observer decisions regarding the evaluation, disqualification, non-selection, and selection of Proposals.

1.4.2 The role of the Independent Observer, as described in the Framework, will include but is not limited to:

- Monitor all steps in the competitive bidding process
- Monitor communications (and communications protocols) with Proposers
- Monitor adherence to the Company's Code of Conduct
- Submit comments and recommendations, if any, to the PUC concerning the RFP
- Review the Company's Proposal evaluation methodology, models, criteria, and assumptions
- Review the Company's evaluation of Proposals
- Advise the Company on its decision-making
- Participate in dispute resolution as set forth in Section 1.10
- Monitor contract negotiations with Proposers
- Report to the PUC on monitoring results during each stage of the competitive bidding process
- Provide an overall assessment of whether the goals of the RFP were achieved

1.4.3 The Independent Observer for this RFP is: [DRAFTING NOTE – to be determined]
The Independent Observer Email Address: [DRAFTING NOTE – to be determined]

1.5 Communications Between the Company and Proposers – Code of Conduct Procedures Manual

1.5.1 Communications and other procedures under this RFP are governed by the "Code of Conduct Procedures Manual," (also referred to as the "Procedures Manual") developed by the Company as required by the Framework, and attached as Appendix C.

- 1.5.2 All Proposal communication with prospective Proposers will be conducted via the Company’s RFP website, Electronic Procurement Platform, and/or electronic mail (“Email”) through the address specified in Section 1.6 (the “RFP Email Address”). Phone communication or face-to-face meetings will not be supported.

To ensure the Independent Observer can monitor communication, questions regarding the RFP or a proposed Project submitted to the RFP Email Address should include the Independent Observer Email Address found in Section 1.4.3 above. Frequently asked questions submitted by prospective Proposers and the answers to those questions may be posted on the Company’s RFP website. The Company reserves the right to respond only to comments and questions it deems are appropriate and relevant to the RFP. Proposers shall submit questions no later than fifteen days before the IPP and Affiliate Proposal Due Date shown in the RFP Schedule in Section 3.1, Table 2. The Company will endeavor to respond to all questions no later than five days before the IPP and Affiliate Proposal Due Date.

- 1.5.3 After Proposals have been submitted, the Company may contact individual Proposers for purposes of clarifying their Proposal(s).
- 1.5.4 Any confidential information deemed by the Company, in its sole discretion, to be appropriate to share, will only be transmitted to the requesting party after receipt of a fully executed Mutual Confidentiality and Non-Disclosure Agreement (“NDA”). See Appendix E.
- 1.5.5 Except as expressly permitted and in the manner prescribed in the Procedures Manual, any unsolicited contact by a Proposer or prospective Proposer with personnel of the Company pertaining to this RFP is prohibited.

1.6 Company Contact for Proposals

The primary contact for this RFP is:

Jasmine Wong
Energy Contract Manager
Hawaiian Electric Company, Inc.

RFP Email Address: oahurenwablerfp@hawaiianelectric.com

1.7 Proposal Submission Requirements

- 1.7.1 All Proposals must be prepared and submitted in accordance with the procedures and format specified in the RFP. Proposers are required to respond to all questions and provide all information requested in the RFP, as applicable, and only via the communication methods specified in the RFP.
- 1.7.2 Detailed requirements regarding the form, submission, organization and information for the Proposal are set forth in Chapter 3 and Appendix B.

- 1.7.3 Proposals must not rely on any information that is not contained within the Proposal itself in demonstrating compliance for any requirement in this RFP.
- 1.7.4 In submitting a Proposal in response to this RFP, each Proposer certifies that the Proposal has been submitted in good faith and without fraud or collusion with any other unaffiliated person or entity. The Proposer shall acknowledge this in the Response Package submitted with its Proposal. Furthermore, in executing the NDA provided as Appendix E, the Proposer agrees on behalf of its Representatives (as defined in the NDA) that the Company's negotiating positions will not be shared with other Proposers or their respective Representatives.

In addition, in submitting a Proposal, a Proposer will be required to provide Company with its legal counsel's written certification in the form attached as Appendix B, Attachment 1 certifying in relevant part, that irrespective of any Proposer's direction, waiver, or request to the contrary, the attorney will not share a Proposer's confidential information associated with such Proposer with others, including, but not limited to, such information such as a Proposer's or Company's negotiating positions. If legal counsel represents multiple unaffiliated Proposers whose Proposals are selected for the Final Award Group, such counsel will also be required to submit a similar certification at the conclusion of contract negotiations that he or she has not shared a Proposer's confidential information or the Company's confidential information associated with such Proposer with others, including but not limited to, such information as a Proposer's or Company's negotiating positions.

- 1.7.5 All Proposals must be submitted via the Electronic Procurement Platform by 2:00 pm Hawai'i Standard Time ("HST") on the Hawaiian Electric or IPP and Affiliate Proposal Due Date shown in the RFP Schedule in Section 3.1, Table 2. No hard copies of these Proposals will be accepted by the Company.

It is the Proposer's sole responsibility to ensure that complete and accurate information has been submitted on time and consistent with the instructions of this RFP. With this assurance, the Company shall be entitled to rely upon the completeness and accuracy of every Proposal. Any errors identified by the Proposer or the Company after the Proposal Due Date has passed may jeopardize further consideration and success of the Proposal. If an error or errors are later identified, the Company, in consultation with the Independent Observer, may permit the error(s) to be corrected without further revision to the Proposal, or may require the Proposer to adhere to terms of the Proposal as submitted without correction. Additionally, and in the Company's sole discretion, if such error(s) would materially affect the Priority List or Final Award Group, the Company reserves the right, in consultation with the Independent Observer, to remove or disqualify a Proposal upon discovery of the material error(s). The Proposer of such Proposal shall bear the full responsibility for such error(s) and shall have no recourse against the Company's decision to address Proposal error(s), including removal or disqualification. The Energy Contract Manager, in consultation with the Independent Observer, will confirm that all Proposals were submitted by the Hawaiian Electric or IPP and Affiliate Proposal Due Dates shown in Section 3.1, Table 2. The Electronic Procurement Platform automatically

closes to further submissions after the IPP and Affiliate Proposal Due Date shown in Section 3.1, Table 2.

1.8 Proposal Fee

- 1.8.1 IPP and Affiliate Proposers are required to tender a non-refundable Proposal Fee of \$10,000 for each Proposal submitted.
- 1.8.2 Proposers may submit up to three (3) variations of their Proposal, one of which is the base variation of the Proposal, under a single Proposal Fee.
- 1.8.3 Variations of GCOD, pricing terms, and/or Facility size can be proposed. In addition to the targeted GCOD, as indicated in Section 1.2.11, Proposers must include at least one (1) variation that indicates the earliest possible GCOD for the proposed Project as part of the Proposal. Variations which propose a different Site or different generation technology will not be considered and will be deemed a separate Proposal, and a separate Proposal Fee must be paid for each such Proposal. All unique information for each variation of a Proposal, no matter how minor such variation is, must be clearly identified and separated by following the instructions in “(Optional) Minor Proposal Variations” sections of Appendix B.
- 1.8.4 The Proposal Fee must be in the form of a cashier’s check from a U.S.-chartered bank made payable to “Hawaiian Electric Company, Inc.” and must be delivered and received by the Company by 2:00 pm HST on the IPP and Affiliate Proposal Due Date shown in the RFP Schedule in Section 3.1, Table 2. The cashier’s check should include a reference to the Proposal(s) for which the Proposal Fee is being provided. Proposers must identify in the Proposal Response Package (instructions in Appendix B, Section 1.3.1) the delivery information for its Proposal Fee. Proposers are strongly encouraged to utilize a delivery service method that provides proof of delivery to validate delivery date and time.

If the Proposal Fee is delivered by U.S. Postal Service (with registered, certified, receipt verification), the Proposer shall address it to:

Jasmine Wong
Energy Contract Manager
Hawaiian Electric Company, Inc.
Mail Code AL12-IU
PO Box 2750
Honolulu, Hawai‘i 96840

If the Proposal Fee is delivered by other courier services, the Proposer shall address it to:

Hawaiian Electric Company, Inc.
Ward Receiving
Attention: Jasmine Wong, Energy Contract Manager
Mail Code AL12-IU
799 S. King St.

Honolulu, Hawai'i 96813

Due to COVID-19 disease prevention measures, in-person delivery of Proposal Fees by Proposers will not be allowed.

1.9 Procedures for any Hawaiian Electric Proposal or Affiliate Proposal

- 1.9.1 The Competitive Bidding Framework allows the Company the option to offer a Proposal in response to this RFP (“Hawaiian Electric Proposal”). Accordingly, the Company must follow certain requirements and procedures designed to safeguard against and address concerns associated with: (1) preferential treatment of the Hawaiian Electric Proposal or members, agents, or consultants of the Company formulating the Hawaiian Electric Proposal Team; and (2) preferential access to proprietary information by the Hawaiian Electric Proposal Team. These requirements are specified in the Code of Conduct required under the Framework and implemented by certain rules and procedures found in the Procedures Manual submitted with this RFP and attached as Appendix C. The Code of Conduct will apply to this RFP, regardless of whether the Company submits a Hawaiian Electric Proposal.

The Competitive Bidding Framework also allows Affiliates of the Company to submit Proposals¹² to RFPs issued by the Company. All Hawaiian Electric Proposals and Affiliate Proposals are subject to the Company’s Code of Conduct and the Procedures Manual. Affiliate Proposals are also subject to any applicable Affiliate Transaction Requirements issued by the PUC in Decision and Order No. 35962 on December 19, 2018, and subsequently modified by Order No. 36112, issued on January 24, 2019, in Docket No. 2018-0065. Affiliate Proposals will be treated identically to IPP Proposals and must be submitted electronically through the Electronic Procurement Platform by the IPP and Affiliate Proposal Due Date in RFP Section 3.1, Table 2.

- 1.9.2 The Company will require that the Hawaiian Electric Proposal(s) and Affiliate Proposals be submitted electronically through the Electronic Procurement Platform. Hawaiian Electric Proposals will be due a minimum of one (1) day before other Proposals are due. A Hawaiian Electric Proposal will be uploaded into the Electronic Procurement Platform in the same manner Proposals from other Proposers are uploaded. The Energy Contract Manager, in consultation with the Independent Observer, will confirm that any Hawaiian Electric Proposal is timestamped by the Hawaiian Electric Proposal Due Date found in RFP Section 3.1, Table 2.
- 1.9.3 Detailed requirements for a Hawaiian Electric Proposal can be found in Appendix G. These requirements are intended to provide a level playing field between Hawaiian Electric Proposals and third-party Proposals. Except where specifically noted, a Hawaiian Electric Proposal must adhere to the same price and non-price Proposal requirements as required of all Proposers, as well as certain Firm PPA requirements, such as milestones and liquidated damages, as described in Appendix G. The non-negotiability of the Performance Standards shall apply to any Hawaiian Electric Proposal

¹² A Proposal will also be treated as an Affiliate Proposal if the Affiliate is a partner for the Proposal.

to the same extent it would for any other Proposal. Notwithstanding the fact that it will not be required to enter into a Firm PPA with the Company, a Hawaiian Electric Proposer will be required to note its exceptions, if any, to the Firm PPA in the same manner required of other Proposers, and will be held to such modified parameters if selected. In addition to its Proposal, the Hawaiian Electric Proposal Team will be required to submit the Hawaiian Electric Proposal Team Certification Form provided as Attachment 1 of Appendix G (“HE Proposal Team Certification”), acknowledging it has followed the rules and requirements of the RFP to the best of its ability and has not engaged in any collusive actions or received any preferential treatment or information providing an impermissible competitive advantage to the Hawaiian Electric Proposal Team over other Proposers responding to this RFP, as well as adherence to Firm PPA terms and milestones required of all Proposers and the Hawaiian Electric Proposal’s proposed cost protection measures.

The cost recovery methods between a regulated utility Proposal and IPP Proposals are fundamentally different due to the business environments they operate in. As a result, the Company has instituted a process to compare the two types of Proposals for the initial evaluation of the price related criteria on a ‘like’ basis through comparative analysis.

At the core of a Hawaiian Electric Proposal are its total Project capital cost and any associated annual O&M costs. During the RFP’s initial pricing evaluation step, these capital costs¹³ and O&M costs will be used in a revenue requirement calculation to determine the estimated revenues needed from customers which would allow the Company to recover the total cost of the Project. The Hawaiian Electric Proposal revenue requirements are then used to determine a levelized energy price (“LEP” in \$/MWh), which will then be used for comparison to IPP and any Affiliate Proposals.

The Company, in conjunction with the Independent Observer, may also conduct a risk assessment of the Hawaiian Electric Proposal to ensure an appropriate level of customer cost protection measures are included in such Proposal.

If the Hawaiian Electric Proposal is not included in any shared savings mechanism for this RFP pre-approved by the PUC, the Hawaiian Electric Proposal will be permitted to submit a shared savings mechanism with its Proposal to share in any cost savings between the amount of cost bid in the Hawaiian Electric Proposal and the actual cost to construct the Project. If the Hawaiian Electric Proposal is selected to the Final Award Group, the proposed shared savings mechanism will need to be approved by the PUC. Submission of a shared savings mechanism is not required and will not be considered in the evaluation of the Hawaiian Electric Proposal.

1.10 Dispute Resolution Process

1.10.1 If disputes arise under the RFP, the provisions of Section 1.10 and the dispute resolution process established in the Framework will control. See Framework, Part V.

¹³ Hawaiian Electric Proposals will be required to provide a table identifying Project costs by year. These capital costs should be all inclusive, including but not limited to costs associated with equipment, Engineering, Procurement, and Construction, interconnection, overhead, and Allowance for Funds Used During Construction.

- 1.10.2 Proposers who challenge or contest any aspect of the RFP process must first attempt to resolve their concerns with the Company and the Independent Observer (“Initial Meeting”). The Independent Observer will seek to work cooperatively with the parties to resolve any disputes or pending issues and may offer to mediate the Initial Meeting to resolve disputes prior to such issues being presented to the PUC.
- 1.10.3 Any and all disputes arising out of or relating to the RFP, which remain unresolved for a period of twenty (20) days after the Initial Meeting takes place, may, upon the agreement of the Proposer and the Company, be submitted to confidential mediation in Honolulu, Hawai‘i, pursuant to and in accordance with the Mediation Rules, Procedures, and Protocols of Dispute Prevention Resolution, Inc. (“DPR”) (or its successor) or, in its absence, the American Arbitration Association then in effect (“Mediation”). The Mediation will be administered by DPR. If the parties agree to submit the dispute to Mediation, the Proposer and the Company shall each pay fifty percent (50%) of the cost of the Mediation (i.e., the fees and expenses charged by the mediator and DPR) and shall otherwise each bear their own Mediation costs and attorneys’ fees and costs.
- 1.10.4 If settlement of the dispute is not reached within sixty (60) days after commencement of the Mediation, or if after the Initial Meeting, the parties do not agree to submit any unresolved disputes to Mediation, the Proposer may submit the dispute to the PUC in accordance with the Framework.
- 1.10.5 In accordance with the Framework, the PUC will serve as the arbiter of last resort for any disputes relating to this RFP involving Proposers. The PUC will use an informal expedited dispute resolution process to resolve the dispute within thirty (30) days, as described in Parts III.B.8 and V of the Framework.¹⁴ There will be no right to a hearing or appeal from this informal expedited dispute resolution process.
- 1.10.6 If any Proposer initiates a dispute resolution process for any dispute or claim arising under or relating to this RFP, other than that permitted by the Framework and Section 1.10 of this RFP (e.g., a court proceeding), then such Proposer shall be responsible for any and all attorneys’ fees and costs that may be incurred by the Company or the PUC in order to resolve such claim.

1.11 No Protest or Appeal

Subject to Section 1.10, no Proposer or other person will have the right to protest or appeal any award or disqualification of a Project made by the Company.

¹⁴ The informal expedited dispute resolution process does not apply to PUC review of contracts that result from the RFP. See D&O 23121 at 34-35. Further, the informal expedited dispute resolution process does not apply to the Framework’s process relating to issuance of a draft and final RFP, and/or to the PUC approval of the RFP because: (1) the Framework (and the RFP) set forth specific processes whereby interested parties may provide input through the submission of comments; and (2) the Framework’s dispute resolution process applies to “Bidders” and there are no “Bidders” at this stage in the RFP process.

By submitting a Proposal in response to the RFP, the Proposer expressly agrees to the terms and conditions set forth in this RFP.

1.12 Modification or Cancellation of the Solicitation Process

- 1.12.1 Unless otherwise expressly prohibited, the Company may, at any time up to the final execution of a Firm PPA, as may be applicable, in consultation with the Independent Observer, postpone, withdraw, and/or cancel any requirement, term, or condition of this RFP, including deferral of the award or negotiation of any contract, and/or cancellation of the award all together, all of which will be without any liability to the Company.
- 1.12.2 The Company may modify this RFP subject to requirements of the Framework, whereby the modified RFP will be reviewed by the Independent Observer and submitted to the PUC thirty (30) days prior to its issuance, unless the PUC directs otherwise. See Framework, Part IV.B.10. The Company will follow the same procedure with regard to any potential postponement, withdrawal, or cancellation of the RFP or any portion thereof.

Chapter 2: Resource Needs and Requirements

2.1 Performance Standards

Proposals must meet the Performance Standards and attributes set forth in this RFP and the Performance Standards and requirements as defined in the Firm PPA. This RFP and the Firm PPA set forth the minimum requirements that all Proposals must satisfy to be eligible for consideration in this RFP. Additional Performance Standards may be required based on the results of the IRS.

- 2.1.1 Black start capability¹⁵ is preferred, but not required, for all Projects. Proposals electing to provide black start capability will need to identify¹⁶ any incremental costs to enable their facility to be black start capable, if not already enabled.
- 2.1.2 Proposals being used for microgrid applications must operate in a grid-connected mode as its primary function but may operate from grid-connected mode to island mode at the Company's sole discretion. Microgrid generators in island mode must return to grid-connected mode at the Company's sole discretion.

¹⁵ Black start capability refers to the Facility's ability to start itself and provide power to the Company's grid without relying on any services or energy from the Company's grid in order to assist the grid in recovering from a total or partial shutdown. During such a total or partial shutdown of the grid, the Project may experience step changes in load and other transient and dynamic conditions as it picks up load without support from other resources on the grid during start-up (if the Project remains connected) or while connecting to the loads the Project is picking up (not the start-up and connecting of the Facility itself).

¹⁶ If black start is not already enabled for the Proposal, any additional costs necessary to enable black start will be identified in the submission instructions defined in Appendix B.

2.2 Transmission System Information

- 2.2.1 As specified in Section 1.2.8, Projects must interconnect to the Hawaiian Electric System at the 138 kV transmission-level or 46 kV sub-transmission-level. Proposers must inquire about the potential available MW capacity of the line at that specific location if they interconnect to a 138 kV transmission-level line or 46 kV sub-transmission-level line. Inquiries can be directed to the RFP Email Address in Section 1.6 after the execution of the NDA. Proposers should perform their own evaluation of Project locations, and the Company does not guarantee any Project output or ability to connect based on information provided prior to the completion of an IRS. For example, if a Project exceeds 142 MW, it must interconnect through multiple transmission lines with no single point of failure resulting in a loss of more than 142 MW. Depending on, but not limited to, factors such as location of the Point(s) of Interconnection, system load, generating unit dispatch, and transmission line contingencies, the Project may require more than two transmission line terminations.
- 2.2.2 A detailed IRS, when performed, may reveal other adverse system impacts that may further limit a Project's ability to interconnect and/or further limit the net output of the Facility without upgrades.

2.3 Interconnection to the Company System

- 2.3.1 The Proposer must provide information pertaining to the design, development, and construction of the Interconnection Facilities. Interconnection Facilities includes both: (1) Seller-Owned Interconnection Facilities; and (2) Company-Owned Interconnection Facilities. All Proposals must include a description and conceptual or schematic diagrams of the Proposer's plan to transmit power from the Facility to the Company System. The proposed Interconnection Facilities must be compatible with the Company System. In the design, Projects must adequately consider Company requirements to address impacts on the performance, safety, and reliability of the Company System.

In addition to the Performance Standards and findings of the IRS, the design of the Interconnection Facilities, including power rating, Point(s) of Interconnection with the Company System, and scheme of interconnection, must meet Company standards.

The Company will offer its construction standards and procedures (Engineer, Procure, Construct Specifications for Hawaiian Electric Power Lines and Substations) to Proposers if requested via the communication methods identified in Section 1.6 and upon the execution of a NDA as specified in Section 3.11.1 and upon the execution of a separate Confidentiality and Hold Harmless agreement between the Proposer and the Company. These specifications are intended to illustrate the scope of work typically required to administer and perform the design and construction of a Hawaiian Electric substation and power line.

The Company will also make available typical substation layouts and typical transmission and distribution design assumptions to assist with Proposal estimations and familiarize Proposers with the Company's engineering expectations for the Proposer's

Interconnection Facilities. The layouts and design assumptions may not reflect the exact requirements of a Proposer's Project but should provide useful guidance to assist with their Proposal development. The most updated applicable Engineering Standards will also be provided to Projects who are selected to the Final Award Group and continue through negotiations. To request these layouts and assumptions, Proposers may submit a request via the communication methods identified in Section 1.6 upon the execution of a NDA as specified in Section 3.11.1.

- 2.3.1.1 Interconnection Facilities must be designed such that it meets or exceeds the applicable single line diagram in Appendix H.
- 2.3.2 Tariff Rule No. 19 establishes provisions for Interconnection and Transmission Upgrades and can be found at https://www.hawaiianelectric.com/documents/billing_and_payment/rates/hawaiian_electric_rules/19.pdf. The tariff provisions are intended to simplify the rules regarding who pays for, installs, owns, and operates Interconnection Facilities in the context of competitive bidding. Proposers shall be required to build the Company-Owned Interconnection Facilities, including the switching station and line work, except for any work in the Company's existing energized facilities and the final tap as described in Appendix H. Construction of Company-Owned Interconnection Facilities by the Proposer must comply with industry standards, laws, rules and licensing requirements, as well as the Company's specific construction standards and procedures that the Company will provide upon request and upon the execution of a NDA as specified in Section 3.11.1 and upon the execution of a separate Confidentiality and Hold Harmless agreement between the Proposer and the Company. See Section 2.3.1.
- 2.3.3 The Proposer shall be responsible for all costs required to interconnect a Project to the Company System, including all Seller-Owned Interconnection Facilities and Company-Owned Interconnection Facilities, regardless of who is responsible for building such facilities.
- 2.3.4 Proposers are required to include in their pricing proposal all costs for interconnection and equipment expected to be required between their Facility and their proposed Point(s) of Interconnection. Appendix H includes information related to Company-Owned Interconnection Facilities and costs that may be helpful to Proposers. Selected Proposers shall be responsible for the actual final costs of all Seller-Owned Interconnection Facilities and Company-Owned Interconnection Facilities, including certain interconnection costs associated with system upgrades (see Appendix H), whether or not such costs exceed the costs set forth in a Proposer's Proposal. No adjustments will be allowed to the proposed price in a Proposal if actual costs for Interconnection Facilities exceed the amounts proposed.
- 2.3.5 Proposers are required to account for all costs for distribution-level service connection for station power in their pricing proposal.
- 2.3.6 All Projects will be screened for general readiness to comply with the requirements for interconnection. Proposals selected to the Final Award Group will be subject to Section

5.1.1. Proposals selected to the Final Award Group may be subject to further study in the form of an IRS. The IRS process is further described in Section 5.1.2. The results of the completed IRS or as identified through the Detailed Evaluation process, as well as any mitigation measures identified, will be incorporated into the terms and conditions of a final executed Firm PPA.

2.3.7 To maintain the integrity of the transmission system, Proposals will only be allowed to interconnect to the following:

2.3.7.1 **Existing 138 kV substations, as provided in Table 1 below.** Available terminations are 138 kV line terminations, which may be used for interconnecting up to 142 MW¹⁷ of generation. Note that each termination is required to be a Breaker-and-a-Half (“BAAH”) configuration and may require additional land to complete the expansion. These substations have space available and the necessary infrastructure to meet the transmission planning criteria for firm generation resources.

Table 1
Potential 138 kV and 46 kV Substation Points of Interconnection

Voltage	Location	Available Terminations	Comments
138 kV	Ewa Nui Substation	2	2 BAAH bay expansion required
138 kV	Kahe Substation	3	3 BAAH bay expansion required
138 kV	CEIP Substation	1	1 BAAH bay expansion required. Routing new 138kV interconnecting line into the sub will be challenging due to future planned buildout around existing substation.
138 kV	AES Substation	2	1 BAAH bay currently in use by existing IPP. 1 additional BAAH bay requires substation perimeter expansion.
138 kV	Kalaeloa Substation	3	3 BAAH bays currently in use by existing IPP.
138 kV	Hoohana Substation	3	Assumes substation is built and expanded to terminate Kahe-Halawa 2 138 kV line. Generation interconnected is limited if connected to Kahe-Halawa 1 only.
138 kV	Koolau Substation	1	Space available for one new interconnecting line (two breakers need to be installed in existing BAAH bay). Routing new 138kV interconnecting line into the sub will be challenging due to future planned buildout around existing substation.
138 kV	Waiau Power Plant	4	Available if using existing generation interconnections (e.g., existing units are removed).

¹⁷ Additional equipment upgrades may be required to allow 142 MW of generation at each termination.

2.3.7.2 If the Project does not intend to interconnect at one of the substations listed above, Proposers must include the costs for use of the land and site preparation for a new switching station, as specified in Appendix H. The evaluation of these Projects is specified in Section 4.4. Proposers should contact the Company for additional information regarding the estimated Interconnection Facilities needed to satisfy the transmission planning criteria for firm generation resources.

2.3.7.3 **Existing 138 kV lines running in parallel.** Proposers shall provide a new BAAH switching station to interconnect transmission lines and the new generating resource. Existing 138 kV lines meeting this requirement are:

- 1) Ewa Nui 1 & 2, between Ewa Nui substation and Waiiau substation;
- 2) Waiiau-Koolau 1 & 2, between Waiiau substation and Koolau substation; and
- 3) Koolau-Pukele 1 & 2, between Koolau substation and Pukele substation.

2.3.7.4 **Existing or new, proposed 46 kV lines.** Proposers shall provide a new ring bus switching station to interconnect subtransmission lines and the new generating resource. The switching station must connect to two subtransmission lines. At minimum, SCADA control will be required on devices required for switching operations. Proposers shall request available hosting capacity of subtransmission lines intended for interconnection. Generating resources added above available hosting capacity is allowable, but will require upgrades (e.g., reconductoring, equipment replacements, etc.) to existing infrastructure at the Proposer's cost.

Chapter 3: Instructions to Proposers

3.1 Schedule for the Proposal Process

Table 2 sets forth the proposed schedule for the Proposal process (the "RFP Schedule"). The RFP Schedule is subject to PUC approval. The Company reserves the right to revise the RFP Schedule as necessary. Changes to the RFP Schedule prior to the RFP Proposal Due Date will be posted to the RFP website. Changes to the RFP Schedule after the Proposal Due Date will be communicated via Email to the Proposers and posted on the RFP Website.

**Table 2
Proposed RFP Schedule**

Milestone	Schedule Dates
(1) Community Meeting	February 24, 2022
(2) Draft RFP filed	February 28, 2022
(3) Technical Status Conference	March 14, 2022 ¹⁸
(4) Parties and Participants file Comments by	April 4, 2022
(5) PUC Review and Order to Release RFP	May 9, 2022
(6) Proposed Final RFP filed by	May 31, 2022
(7) Final RFP Approved and issued by	June 30, 2022
(8) Hawaiian Electric Proposal Due Date	September 29, 2022 at 2:00 pm HST
(9) IPP and Affiliate Proposal Due Date	September 30, 2022 at 2:00 pm HST
(10) Selection of Priority List	December 16, 2022
(11) Hawaiian Electric BAFOs Due	January 6, 2023
(12) IPP and Affiliate BAFOs Due	January 7, 2023
(13) Selection of Final Award Group	April 21, 2023
(14) IRS and Contract Negotiations Begin	April 28, 2023

3.2 Company RFP Website/Electronic Procurement Platform

3.2.1 The Company has established a website for general information to share with potential Proposers. The RFP website is located at the following link:

<https://www.hawaiianelectric.com/oahufirmrfp>

The Company will provide general notices, updates, schedules and other information on the RFP website throughout the process. Proposers should check the website frequently to stay abreast of any new developments. This website will also contain the link to the Electronic Procurement Platform employed by the Company for the receipt of Proposals.

“Sourcing Intelligence” developed by Power Advocate is the Electronic Procurement Platform that the Company has licensed and will utilize for the receipt of Proposals in this RFP. Proposers who do not already have an existing account with PowerAdvocate and who intend to submit a Proposal for this RFP will need to register as a “Supplier” with PowerAdvocate.

3.2.2 There are no license fees, costs, or usage fees to Proposers for the use of the Electronic Procurement Platform.

¹⁸ This date and all subsequent dates in the proposed schedule are offered dates to promote discussion. All subsequent dates are dependent on any further guidance provided by the PUC.

See [Appendix D](#) for user information on and screenshots of PowerAdvocate's Sourcing Intelligence procurement platform.

3.3 Information Exchange

In the Proposed RFP Schedule above, a Technical Status Conference is proposed on March 14, 2022 to offer a forum for live question and answers from potential Proposers and other stakeholders on the draft RFP. Additionally, a Community Meeting was previously held on February 24, 2022 to discuss the draft RFP. Parties and Participants will have the opportunity to submit comments on the draft RFP. The Company offers the PUC the opportunity to review and consider the comments received, and issue an order to file a proposed final RFP with a succeeding 30-day RFP release.

Prospective Proposers may submit written questions regarding the RFP and their Proposal to the RFP Email Address set forth in [Section 1.6](#). Proposers should include the Independent Observer when submitting questions to the RFP Email Address. The Company will endeavor to address all questions. Questions and responses that might be helpful to other prospective Proposers will be shared via a Q&A section on the RFP website. Prospective Proposers should review the RFP Website's Q&A section prior to submission of their Proposal. Duplicate questions will not be answered.

3.4 Preparation of Proposals

- 3.4.1 Each Proposer shall be solely responsible for reviewing the RFP (including all attachments and links) and for thoroughly investigating and informing itself with respect to all matters pertinent to this RFP, the Proposer's Proposal, and the Proposer's anticipated performance under the Firm PPA. It is the Proposer's responsibility to ensure it understands all requirements of the RFP, to seek clarification if the RFP's requirements or Company's request is not clear, and to ask for any confirmation of receipt of submission of information. Under [Section 1.7.5](#), the Proposer is solely responsible for all errors in its Proposal(s). The Company will not accept any explanation by a Proposer that it was incumbent on the Company to catch any error or inform the Proposer of an error.
- 3.4.2 Proposers shall rely only on official information provided by the Company in this RFP when preparing their Proposal. The Company will rely only on the information included in the Proposals, and additional information solicited by the Company to Proposers in the format requested, to evaluate the Proposals received. Evaluation will be based on the stated information in this RFP and on information submitted by Proposers in response to this RFP. Proposals must clearly state all capabilities, functionality and characteristics of the Project; must clearly detail plans to be performed; must explain applicability of information; and must provide all referenced material if it is to be considered during the Proposal evaluation. Referencing previous RFP submissions or projects for support will not be considered. Proposers should not assume that any previous RFP decisions or preferences will also apply to this RFP.

- 3.4.3 Each Proposer shall be solely responsible for, and shall bear all of its costs incurred in the preparation of its Proposal and/or its participation in this RFP, including, but not limited to, all costs incurred with respect to the following: (1) review of the RFP documents; (2) information conference participation; (3) third-party consultant consultation; and (4) investigation and research relating to its Proposal and this RFP. The Company will not reimburse any Proposer for any such costs, including the selected Proposer(s).
- 3.4.4 Each Proposal must contain the full name and business address of the Proposer and must be signed by an authorized officer or agent¹⁹ of the Proposer.

3.5 Organization of the Proposal

- 3.5.1 The Proposal must be organized as specified in Appendix B. It is the Proposer's responsibility to ensure the information requested in this RFP is submitted and contained within the defined proposal sections as specified in Appendix B.
- 3.5.2 The Proposer must contact the Company to request any alterations from the Proposal format if the Proposer feels the format will not allow the pricing, capabilities, functionality or characteristics of the Project to be captured in the Proposal. The Proposer must provide sufficient time for the Company to respond with guidance as to what alterations will be allowed.

3.6 Proposal Limitations

In submitting a Proposal, Proposers expressly acknowledge and agree that Proposals are submitted subject to the following limitations:

The RFP does not commit or require the Company to award a contract, pay any costs incurred by a Proposer in the preparation of a Proposal, or procure or contract for products or services of any kind whatsoever. The Company reserves the right, in consultation with the Independent Observer, to accept or reject, in whole or in part, any or all Proposals submitted in response to this RFP, to negotiate with any or all Proposers eligible to be selected for award, or to withdraw or modify this RFP in whole or in part at any time.

- The Company reserves the right, in consultation with the Independent Observer, to request additional information from any or all Proposers relating to their Proposals or to request that Proposers clarify the contents of their Proposals. Proposers who are not responsive to such information requests may be eliminated from further consideration upon consultation with the Independent Observer.
- The Company reserves the right, in consultation with the Independent Observer, to solicit additional Proposals from Proposers after reviewing the initial Proposals.

¹⁹ Proposer's officer or agent must be authorized to sign the Proposal. Such authorization must be in writing and may be granted via Proposer's organizational documents (i.e., Articles of Incorporation, Articles of Organization, By-laws, etc.), resolution, or similar documentation.

Other than as provided in this RFP, no Proposer will be allowed to alter its Proposal or add new information to a Proposal after the Proposal Due Date.

- All material submitted in response to this RFP will become the sole property of the Company, subject to the terms of the NDA.

Proposers understand and agree that if its Proposal is selected by the Company for the Final Award Group, such selection shall in no way constitute the Company's confirmation that a Proposer's Project will meet the requirements under this RFP, e.g., that the Project's proposed interconnection is feasible and will meet the Company's requirements. The Proposer is ultimately responsible for ensuring that its Project meets the technical requirements specified in this RFP, and if the parties reach agreement on a Firm PPA, the requirements specified in the Firm PPA.

3.7 Proposal Compliance and Bases for Disqualification

Proposers may be deemed non-responsive and/or Proposals may not be considered for reasons including, but not limited to, the following:

- Any unsolicited contact by a Proposer or prospective Proposer with personnel of the Company pertaining to this RFP as described in Section 1.5.5.
- Any illegal or undue attempts by or on behalf of the Proposer or others to influence the Proposal Review process.
- The Proposal does not meet one or more of the Eligibility Requirements specified in Section 4.2.
- The Proposal does not meet one or more of the Threshold Requirements specified in Section 4.3.
- The Proposal is deemed to be unacceptable through a fatal flaws analysis as described in Section 4.4.2.
- The Proposer does not respond to a Company request for additional information to clarify the contents of its Proposal within the timelines specified by the Company.
- The Proposal contains misrepresentations or errors.

3.8 Power Purchase Agreement

3.8.1 The Power Purchase Agreement for any Project selected under this RFP will be in the form of the Company's Firm PPA attached as Appendix L.

3.8.2 If selected, any Affiliate Proposers will be required to enter into the Firm PPA with the Company.

- 3.8.3 If selected, a Hawaiian Electric Proposer will not be required to enter into a Firm PPA with the Company. However, the Hawaiian Electric Proposer will be held to the proposed modifications to the Firm PPA, if any, it submits as part of the Hawaiian Electric Proposal in accordance with Section 3.8.5. Moreover, the Hawaiian Electric Proposal will be held to the same performance metrics and milestones set forth in the Firm PPA to the same extent as all Proposers, as attested to in the HE Proposal Team Certification submittal. If liquidated damages are assessed, they will be paid from shareholder funds and returned to customers through the Purchased Power Adjustment Clause or other appropriate rate adjustment mechanisms.

To retain the benefits of operational flexibility for a Company-owned facility, the Hawaiian Electric Proposal will be permitted to adjust operational requirements and performance metrics with the approval of the PUC. The process for adjustment would be similar to a negotiated amendment to a Firm PPA with PUC approval.

- 3.8.4 In general, under the Firm PPA, payment to the Seller consists of a Capacity Charge payment to cover the costs of the Project. In addition to a Capacity Charge payment, the Company will allow developers to also include an additional Energy Charge payment component (\$/MWh) to cover variable operations and maintenance costs that cannot be captured within the Capacity Charge payment component. In return for the payments, the Seller shall guarantee minimum performance and availability metrics to ensure that the Facility is maintained and available for energy and dispatch, as well as provide an indication of the available energy in near real-time for the Company's dispatch. The Company shall not be obligated to accept, nor shall it be required to pay for, test energy generated by the Facility during acceptance testing or other test conditions.
- 3.8.5 The Performance Standards identified in Section 2.1 establish the minimum requirements a Proposal must satisfy to be eligible for consideration in this RFP. A proposed Facility's ability to meet these Performance Standards is both a Threshold Requirement and a non-price evaluation criterion under Sections 4.3 and 4.4.2, respectively. As such, these Performance Standards are non-negotiable by a Hawaiian Electric Proposer or any other Proposer. Moreover, as stated in Section 3.12.2 below, Proposers shall not propose an amount lower than that set forth in the Firm PPA for Development Period Security and Operating Period Security. Proposers may propose modifications to other sections of the Firm PPA but are encouraged to accept such terms as written in order to expedite the overall RFP process and potential contract negotiations. As a component of their respective Proposals, a Hawaiian Electric Proposer or any other Proposer who elects to propose modifications shall provide a Microsoft Word red-line version of the relevant document identifying specific proposed modifications to the Firm PPA language that the Proposer is agreeable to, as well as a detailed explanation and supporting rationale for each modification.
- 3.8.5.1 General comments, drafting notes and footnotes such as "parties to discuss," and reservation of rights to propose modifications at a later time, are unacceptable and will be considered non-responsive. Proposed modifications to the Firm PPA will be evaluated as a non-price evaluation criterion as further described in Section 4.4.2. In order to facilitate this process, the Company will make available electronic versions of the Firm PPA on the

RFP website and through the Electronic Procurement Platform for the RFP. Any proposed modifications to the Firm PPA will be subject to negotiation between the Company and the Final Award Group and should not be assumed to have been accepted either as a result of being selected to the Final Award Group or based on any previously executed PPA. As stated above, since general comments, drafting notes, and footnotes without accompanying specific proposed language modifications are unacceptable and non-responsive, the Company will not negotiate provisions simply marked by such general comments, drafting notes, and footnotes.

3.8.5.2 The Company has an interest in maintaining consistency for certain provisions of the Firm PPA, such as the calculation of availability and payment terms. Therefore, for such provisions, the Company will endeavor to negotiate similar and consistent language across Firm PPAs for the Final Award Group.

3.8.6 Proposals that do not include specific proposed modifications to the attached Firm PPA will be deemed to have accepted the Firm PPA in its entirety.

3.9 Pricing Requirements

3.9.1 Proposers must submit pricing for each of their variations associated with each Proposal (if variations as described in Section 1.8.2 and 1.8.3 are submitted). Proposers are responsible for understanding the terms of the Firm PPA. Pricing cannot be specified as contingent upon other factors (e.g., changes to federal tax policy, receiving all applicable Investment Tax Credits assumed, or negotiation of Firm PPA terms).

3.9.2 Reserved.

3.9.3 Pricing information must only be identified within specified sections of the Proposal as instructed by this RFP's Appendix B (i.e., Proposal pricing information must be contained within defined Proposal sections of the Proposal submission). Pricing information contained anywhere else in a Proposal will not be considered during the evaluation process.

3.9.4 The Proposer's Response Package must include the following prices for each Proposal (and variation):

For IPP or Affiliate Proposals:

- **Capacity Charge Rate (\$/kW/Month):** Payment for the capacity available to the Company System from the Facility.
- **Energy Charge Rate (\$/kWh):** Payment for delivery of net energy sourced from the generation resource, if desired. The Energy Charge may contain a Variable O&M Component; however, the Variable O&M Component must be guaranteed and not be tied to an index. The Variable O&M Component may include escalations; however, such escalation must be in the form of a guaranteed percentage.

- **Black Start (\$):** If not already black start enabled/capable, the incremental cost required for the Facility to enable black start or for the Facility to be black start capable.
- **Heat Rate Curve:** A guaranteed heat rate curve specified as a three-term second-order polynomial.

For Hawaiian Electric Proposals:

- **Total Project Capital Costs (\$/year):** Total capital costs for the Project (identified by year).
- **Annual O&M Costs (\$/year):** Initial year operations and maintenance costs, annual escalation rate.
- **Annual Revenue Requirement (\$/year):** Annual revenue requirements (ARR) calculated for each year.
- **Black Start (\$):** If not already black start enabled/capable, the incremental cost required for the Facility to enable black start or for the Facility to be black start capable.
- **Heat Rate Curve:** A guaranteed heat rate curve specified as a three-term second-order polynomial.

See [Appendix G](#) for descriptions and detail on the Total Project Capital Costs, Annual O&M Costs, and Annual Revenue Requirement for Hawaiian Electric Proposals.

3.10 Project Description

- 3.10.1 Proposals are required to provide their Contract Firm Capacity, which is the amount of MW of net dependable active power anticipated to be made available to Company from the Facility at the Metering Point subject to Company Dispatch upon Commercial Operations. Along with the Contract Firm Capacity, Proposers should provide an anticipated maintenance schedule and level of reductions expected to the Contract Firm Capacity during maintenance. Proposals must also agree to meet the warranties and guarantees of performance outlined in [Section 3.2 \(B\)](#) of the Firm PPA, including but not limited to the guaranteed equivalent availability factor of ninety percent (90%), the equivalent forced outage rate of four percent (4%), and no more than three (3) disconnection events per contract year. Further, any minimum loads or minimum up-times driven by the technical and operational capabilities of the Facility should also be provided in the Proposal.
- 3.10.2 Each Proposer must also agree to provide Project financial information, including proposed Project finance structure information and a pro forma cashflow in the form specified in [Appendix B](#). Such information will be used to evaluate Threshold

Requirements and non-price criteria (e.g., Financial Compliance, Financial Strength and Financing Plan, State of Project Development and Schedule) set forth in Sections 4.3 and 4.4.2. Upon selection, the Final Award Group may be requested to provide further detailed cost information if requested by the PUC or the Consumer Advocate as part of the PPA approval process. If requested, such information would be provided to the PUC, Consumer Advocate, and Company pursuant to a protective order in the docket.

- 3.10.3 The Proposer agrees that no material changes or additions to the Facility from what is submitted in its Proposal will be made without the Proposer first having obtained prior written consent from the Company. Evaluation of all Proposals in this RFP is based on the information submitted in each Proposal at the Proposal Due Date. If any Proposer requests any Proposal information to be changed after that date, the Company, in consultation with the Independent Observer, and in consideration of whether the evaluation is affected, will determine whether the change is permitted.

3.11 Confidentiality

- 3.11.1 Each prospective Proposer, including the Hawaiian Electric Proposal, must submit an executed NDA in the form attached as Appendix E by the Hawaiian Electric or IPP and Affiliate Proposal Due Date specified in the RFP Schedule in Section 3.1, Table 2. The form of the NDA is not negotiable. Information designated as confidential by the Company will be provided on a limited basis, and only those prospective Proposers who have submitted an executed NDA will be considered. NDAs that were fully executed for prior non-O'ahu Renewable Firm RFPs will not be accepted. Proposers must clearly identify all confidential information in their Proposals. However, Proposers should designate as confidential only those portions of their Proposals that genuinely warrant confidential treatment. The Company discourages the practice of marking every page of a Proposal as confidential. The Company will make reasonable efforts to protect any such information that is clearly marked as confidential. Consistent with the terms of the NDA, the Company reserves the right to share any information, even if marked confidential, to its agents, contractors, or the Independent Observer for the purpose of evaluating the Proposal and facilitating potential contract negotiations.
- 3.11.2 Proposers, in submitting any Proposal(s) to Company in response to this RFP, certify that such Proposer has not shared its Proposal(s), or any part thereof, with any other Proposer of a Proposal(s) responsive to this RFP.
- 3.11.3 The Company will request that the PUC issue a protective order to protect confidential information provided by Proposers to the Company and to be filed in a proceeding before the PUC. A copy of the protective order, once issued by the PUC, will be provided to Proposers. Proposers should be aware that the Company may be required to share certain confidential information contained in Proposals with the PUC, the Consumer Advocate, and the parties to any docket instituted by the PUC, provided that recipients of confidential information have first agreed in writing to abide by the terms of the protective order. Notwithstanding the foregoing, no Proposer will be provided with Proposals from any other Proposer, nor will Proposers be provided with any other

information contained in such Proposals or provided by or with respect to any other Proposer.

3.12 Credit Requirements

- 3.12.1 Proposers with whom the Company enters into a Firm PPA must post Development Period Security and Operating Period Security in the form of an irrevocable standby letter of credit from a bank chartered in the United States as required and set forth in Article 7 of the Firm PPA. Cash, a parent guaranty, or other forms of security will not be accepted in lieu of the irrevocable standby letter of credit.
- 3.12.2 The Development Period Security and Operating Period Security identified in the Firm PPA are minimum requirements. Proposers shall not propose an amount lower than that set forth in the Firm PPA.
- 3.12.3 Each Proposer shall be required to provide a satisfactory irrevocable standby letter of credit in favor of the Company from a bank chartered in the United States to guarantee Proposer's payment of interconnection costs for all Company-Owned Interconnection Facilities in excess of the Total Estimated Interconnection Costs and/or all relocations costs in excess of Total Estimated Relocation Costs that are payable to Company as required and set forth in Attachment G to the Firm PPA.
- 3.12.4 Source code escrow is not required for synchronous generators.

Chapter 4: Evaluation Process and Evaluation Criteria

4.1 Proposal Evaluation and Selection Process

The Company will employ a multi-step evaluation process. Once the Proposals are received, the Proposals will be subject to a consistent and defined review, evaluation, and selection process. This Chapter provides a description of each step of the process, along with the requirements of Proposers at each step. Figure 1 sets forth the flowchart for the proposal evaluation and selection process.

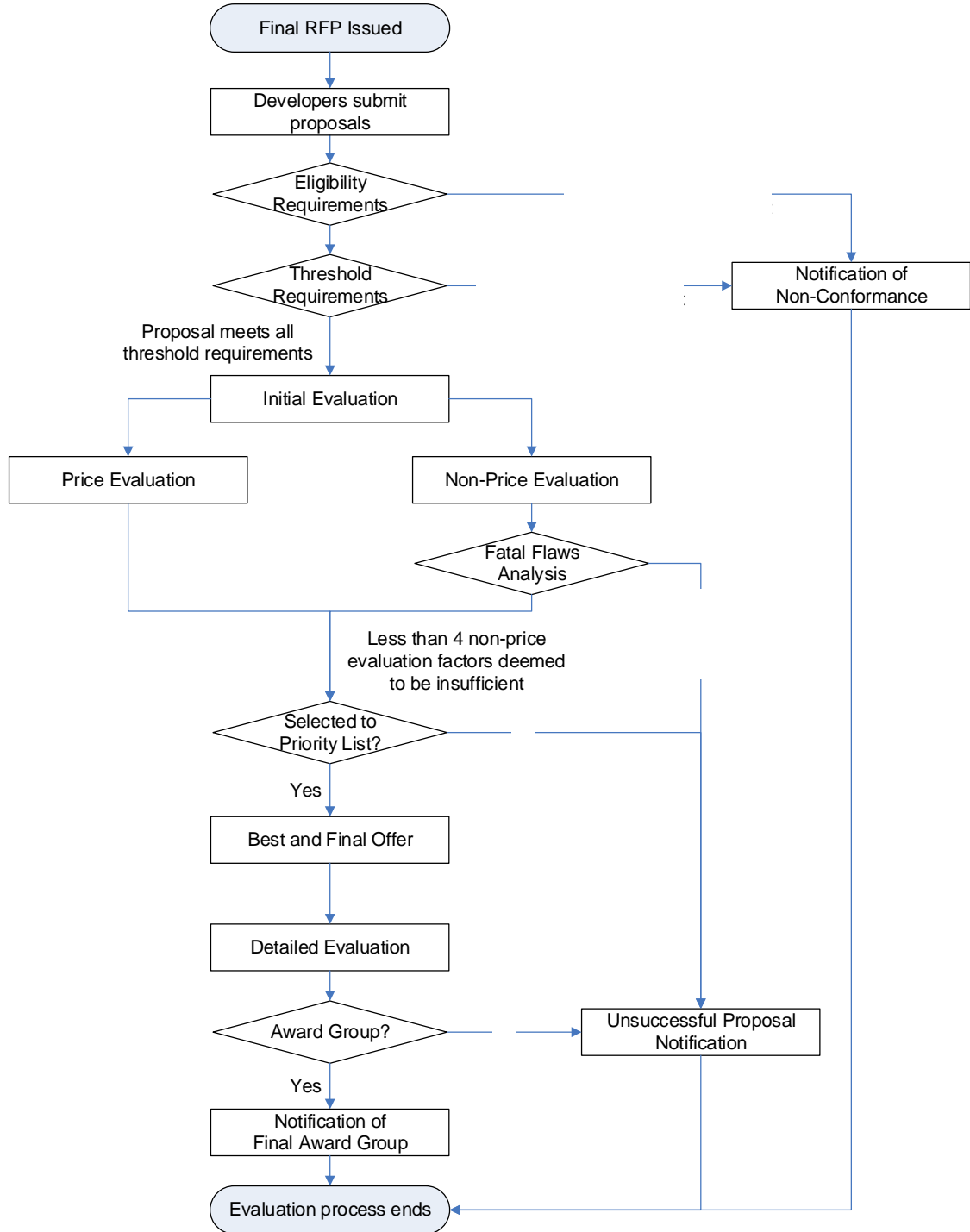
Upon receipt of the Proposals, the Company will review each Proposal submission to determine if it meets the Eligibility Requirements and the Threshold Requirements. The Company, in coordination with the Independent Observer, will determine if a Proposer is allowed to cure any aspect of its Proposal or whether the Proposal would be eliminated based on failure to meet either Eligibility or Threshold Requirements.²⁰ If a Proposer is provided the opportunity to cure any aspect of its Proposal, the Proposer shall be given

²⁰ As a general rule, if a Proposer does not include a requested document, inadvertently excludes minor information, or provides inconsistencies in its information, it may be given a chance to cure such deficiency. If a Proposer fails to provide material required information in its Proposal and providing the Proposer an opportunity to cure is deemed by the Company, in consultation with the Independent Observer, as an unfair advantage to such Proposer, the Proposal could be classified as non-conforming and eliminated for failure to meet the Eligibility Requirements.

three (3) business days to cure from the date of notification to cure.²¹ Proposals that have successfully met the Eligibility and Threshold Requirements will then enter a two-phase process for Proposal evaluation, which includes the Initial Evaluation resulting in the development of a Priority List, followed by the opportunity for Priority List Proposals to provide Best and Final Offers, and then a Detailed Evaluation process to arrive at a Final Award Group.

²¹ The three (3) business day period will apply to the initial opportunity to cure. The Company, at its discretion, and in consultation with the Independent Observer, may allow for additional cure periods, if any, for subsequent inquiries.

Figure 1 – Evaluation Workflow



4.2 Eligibility Requirements Assessment

Upon receipt of the Proposals, each Proposal will be reviewed to ensure that it meets the following Eligibility Requirements.

- The Proposer is not eligible to participate in this RFP if the Proposer, its parent company, or an affiliate of the Proposer has:
 - defaulted on a current contract with the Company, unless such default was cured by the contracting Proposer, parent company, or affiliate in an expeditious manner to the satisfaction of the Company, or
 - had a contract terminated by the Company due to action or inaction by the Proposer in accordance with the applicable contract, which was not reinstated or otherwise superseded by a subsequent contract, or
 - any pending litigation in which the Proposer, parent company, or affiliate has made claims against the Company, which is not subject of a settlement agreement that is currently in effect.
- The Proposal, including required uploaded files, must be received on time via the Electronic Procurement Platform.
- The Proposal Fee must be received on or before the Proposal Due Date.²²
- The Proposal must not contain material omissions.
- The Proposal must be signed and certified by an officer or other authorized person of the Proposer.
- The Proposer must fully execute the NDA and any other document required pursuant to this RFP.
- The Proposer must provide a Certificate of Vendor Compliance from the Hawai‘i Compliance Express with their Proposal that is current (dated and issued no earlier than 60 days of the date of Proposal submission). A Certificate of Good Standing from the State of Hawai‘i Department of Commerce and Consumer Affairs and also a federal and Hawai‘i state tax clearance certificates for the Proposer may be substituted for the Certificate of Vendor Compliance.
- The Proposal must not be contingent upon changes to existing county, state, or federal laws or regulations.
- The proposed Project must be located on the island of O‘ahu.
- The Term of the proposed Project under the Firm PPA must be thirty (30) years.
- The proposed Project must be greater than 5 MW.
- The proposed Project must interconnect at the 138 kV level or 46 kV level, as described in Section 2.3.7.
- No single point of failure from the Facility shall result in a decrease of active power measured at the Facility point of interconnection greater than 142 MW.
- The proposed Project infrastructure and Point of Interconnection must be located outside the 3.2 feet sea level rise exposure area (SLR-XA) as described in the Hawai‘i Sea Level Rise Vulnerability and Adaptation Report (2017), not located within a Tsunami Evacuation Zone, and not located within the Hawaii Department of Land and Natural Resources flood map’s flood zones A, AE, AEF, AH, AO, VE.

²² Proposal Fees will not be required for any Hawaiian Electric Proposal.

- The Proposal must specify a GCOD that has been carefully considered and that is no later than either December 1, 2029 or December 1, 2033.
- Proposers must confirm the available MW capacity at the Point(s) of Interconnection and/or available substation accommodation with the Company for the interconnection of their proposed Project.
- Proposers shall agree to post Development Period Security and Operating Period Security as described in Section 3.12.

4.3 Threshold Requirement Assessment

Proposals that meet all the Eligibility Requirements will then be evaluated to determine compliance with the Threshold Requirements, which have been designed to screen out Proposals that are insufficiently developed, lack demonstrated technology, or will impose unacceptable execution risk for the Company.

Proposals must provide explanations and contain supporting information demonstrating how and why the Project proposed meets each of the Threshold Requirements. Proposals that fail to provide this information or meet a Threshold Requirement will be eliminated from further consideration upon concurrence with the Independent Observer.

The Threshold Requirements for this RFP are the following:

1. **Site Control:** The Proposal must demonstrate that the Proposer has Site Control for all real property required for the successful implementation of a specific Proposal at a Site not controlled by the Company, including any Interconnection Facilities, with the exception of right-of-way or easements for the interconnection route, for which the Proposer is responsible. The need for a firm commitment is necessary to ensure that Proposals are indeed realistic and can be relied upon as the Company moves through the remainder of the RFP process.

Site Control will be judged by how well the following documentation demonstrates the Proposal meets this Site Control requirement. Proposers must do one of the following:

- Provide documentation confirming (1) that the Proposer has an existing legally enforceable right to use and control the Site, either in fee simple or under leasehold for a term at least equal to the term of the Firm PPA (“Site Control”) as specified in the Proposer’s Proposal (taking into account the timelines set forth in this RFP for selection, negotiation, and execution of a Firm PPA and PUC approval as applicable), and (2) the applicable zoning for the Site and that such zoning does not prohibit the development of the Site consistent with the Proposal; or
- Provide documentation confirming, at a minimum, (1) that the Proposer has an executed binding letter of intent, memorandum of understanding, option agreement, or similar document with the land owner (a “binding commitment”) which sets forth the general terms of a transaction that would grant the Proposer the required Site Control, and (2) the applicable zoning for

the Site and that such zoning does not prohibit the development of the Site consistent with the Proposal. The binding commitment does not need to be exclusive to the Proposer at the time the Proposal is submitted and may be contingent upon selection of the Proposal to the Final Award Group. If multiple Projects are provided a binding commitment for the same Site, the documents granting the binding commitments must not prevent the Company from choosing the Proposal that otherwise would have been selected.

- **Government/Public Lands Only:** The above two bullet points may not be feasible where government or publicly-owned lands are part of the Site or are required for the successful implementation of the Proposal. In such a case, at a minimum the Proposer must provide a credible and viable plan, including evidence of any steps taken to date, to secure all necessary Site Control for the Proposal, including but not limited to evidence of sufficient progress toward approval by the government agency or other body vested with the authority to grant such approval (as demonstrated by records of the agency). The Proposer will still be required, however, to demonstrate Site Control as required in the Firm PPA should the Proposal be selected to the Final Award Group.

While land rights for the interconnection route are not required at the time of submission of the Proposal, (1) the Proposal must thoroughly describe the interconnection route as set forth in Appendix B, Section 2.5.5, and (2) if the Proposal is selected to the Final Award Group, and if the Proposer and Company are able to reach agreement on a Firm PPA, it will be the Proposer's sole responsibility to obtain all required land rights within the timeframes set forth in the Firm PPA. The Proposer must also provide a credible and viable plan for obtaining such rights-of-way or easement(s), including the proposed timeline, the identification of all steps necessary to obtain such right-of-way or easement(s), and evidence of any steps taken to date. In addition, developmental requirements and restrictions such as zoning of the Site and the status of easements must be identified and will be considered in determining whether the Proposal meets the Site Control threshold.

2. **Performance Standards:** The proposed Facility must be able to meet the performance attributes identified in this RFP and the Performance Standards identified in Section 2.1 of this RFP. Proposals shall include sufficient documentation to support the stated claim that the Facility will be able to meet the Performance Standards. The Proposal shall include information required to make such a determination in an organized manner to ensure this evaluation can be completed within the evaluation review period.
3. **Proven Technology:** This criterion is intended as a check to ensure that the technology proposed is viable and can reasonably be relied upon to meet the objectives of this RFP. The Company will only consider Proposals utilizing technologies that have successfully reached commercial operations in commercial applications (i.e., a power purchase agreement) at the scale being proposed.

Proposals should include any supporting information for the Company to assess the commercial and financial maturity of the technology being proposed.

4. **Experience of the Proposer:** The Proposer, its affiliated companies, partners, and/or contractors and consultants on the Proposer's Project team must have experience in financing, designing, constructing, interconnecting, owning, operating, and maintaining at least one (1) electricity generation project, including all components of the project, similar in size, scope, technology, and structure to the Project being proposed by Proposer. The Company will consider a Proposer to have reasonably met this Threshold Requirement if the Proposer can provide sufficient information in its Proposal's RFP Appendix B, Section 2.13 tables demonstrating that at least one member of the Proposer's team (identified in the Proposal) has specific experience in each of the following categories: financing, designing, constructing, interconnecting, owning, operating, and maintaining projects similar in size and scope to the Project being proposed.
5. **Financial Compliance:** The proposed Project must not cause the Company to be subject to consolidation, as set forth in Financial Accounting Standards Board ("FASB") Accounting Standards Codification Topic 810, Consolidation ("ASC 810"), as issued and amended from time to time by FASB. Proposers are required to state to the best of their knowledge, with supporting information to allow the Company to verify such conclusion, that the Proposal will not result in the Seller under the Firm PPA being a Variable Interest Entity and result in the Company being the primary beneficiary of the Seller that would trigger consolidation of the Seller's finances on to the Company's financial statements under FASB ASC 810. The Company will perform a preliminary consolidation assessment based on the Proposals received. The Company reserves the right to allow a Proposal to proceed through the evaluation process through selection of the Priority List and work with the Proposer on this issue prior to or during contract negotiations.
6. **Community Outreach:** Gaining community support is an important part of a Project's viability and success. A comprehensive community outreach and communications plan ("Community Outreach Plan") is an essential roadmap that guides a developer as it works with various communities and stakeholders to gain their support for a Project. Proposers must include a Community Outreach Plan that describes the Proposer's commitment to work with the neighboring community and stakeholders and to provide them timely Project information during all phases of the Project. The Community Outreach Plan shall include, but not be limited to, the following information: Project description, community scoping (including stakeholders and community concerns), Project benefits, government approvals, development process (including Project schedule), plan for reporting construction schedules and activities which include resulting impacts (e.g., traffic, noise, and dust) and mitigation plans beginning at least one month prior to the start of scheduled work, and a comprehensive communications plan which factors in monthly Project status updates. Hawaiian Electric will carefully review Proposers' Community Outreach Plans to ensure that outreach to area elected officials and

known community leaders and organizations is documented and that the plan is tailored for the community and includes the outreach schedule, communication plans and required project information that will be shared in each engagement.

7. **Cultural Resource Impacts:** Proposers need to be mindful of the Project’s potential impacts to historical and cultural resources. Proposers must identify: (1) valued cultural, historical, or natural resources in the area in question, including the extent to which traditional and customary native Hawaiian rights are exercised in the area; (2) the extent to which those resources – including traditional and customary native Hawaiian rights – will be affected or impaired by the proposed action; and (3) the feasible action, if any, to be taken to reasonably protect any identified cultural, historical, or natural resources in the area in question, and the reasonable protection of traditional and customary native Hawaiian rights in the affected area. Proposers must also have already contracted with a consultant with expertise in this field to begin a cultural assessment for the Project.

Also, at a minimum, Proposers must conduct and provide an Archaeological Literature Review and Field Inspection Report which identifies any known archaeological and/or historical sites within the Project area. If sites are found, Proposers must provide a plan for mitigation from an archaeologist licensed in the State of Hawai‘i. An Archaeological Literature Review and Field Inspection Report should ideally be submitted at the appropriate Proposal Due Date in Section 3.1, Table 2. However, if it is not submitted with the Proposal, these must be submitted three weeks before the Selection of Priority List date in Section 3.1, Table 2.

8. **Available MW Capacity:** This criterion is intended as a check to ensure that the proposed Project’s Net Nameplate Capacity is within the available MW capacity of the 138 kV transmission-level line or substation or 46 kV sub-transmission-level line or substation identified for interconnection.²³

4.4 Initial Evaluation – Price and Non-Price Analysis

Proposals that meet both the Eligibility and Threshold Requirements are Eligible Proposals which will then be subject to a price and non-price assessment. The Company will establish two teams to undertake the Proposal evaluation process: a Price Evaluation Team and Non-Price Evaluation Team. The results of the price and non-price analysis will be a relative ranking and scoring of all Eligible Proposals. Price-related criteria will account for sixty percent (60%) of the total score and non-price-related criteria will account for forty percent (40%) of the total score. The non-price criteria and methodology for applying the criteria are explained in Section 4.4.2.

²³ The Available MW Capacity is verified under the assumption there is only one Project interconnecting to the line. Interactions among proposed Projects in close proximity with each other will be analyzed when the Company performs load flow analyses as described in Section 4.7 below.

The Company will employ a closed-bidding process for this solicitation in accordance with Part IV.H.3 of the Framework where the price and non-price evaluation models to be used will not be provided to Proposers. However, the Company will provide the Independent Observer with all necessary information to allow the Independent Observer to understand the evaluation models and to enable the Independent Observer to observe the entire analysis to ensure a fair process.

4.4.1 Initial Evaluation of the Price Related Criteria

For the initial price analysis, the Company will complete a levelized price calculation (“LP”) for each Project based on the Project’s capacity (e.g., MW, Contract Firm Capacity) using the fixed and variable pricing (as applicable).

To fairly evaluate Proposals with different technologies and characteristics, the Company will group Proposals into technology-based evaluation categories, as applicable.

The Eligible Proposal with the lowest LP in each evaluation category will receive 600 points. All other Eligible Proposals in that evaluation category will receive points based on a proportionate reduction using the percentage by which the Eligible Proposal’s LP exceeds the lowest LP in that evaluation category. For example, if a Proposal’s LP is ten percent (10%) higher than the lowest LP in that evaluation category, the Proposal will be awarded 540 points (that is, 600 points less 10%). The result of this assessment will be a ranking and scoring of each Proposal within each evaluation category.

In instances where Proposers offer a Proposal variation for the same resource type in the same electrical location (i.e., Point of Interconnection), only the highest scoring variation for that location and technology type will be considered for the Priority List.

4.4.2 Initial Evaluation of the Non-Price Related Criteria

For the non-price analysis, each Proposal will be evaluated on each of the ten (10) non-price criteria categories set forth below:

1. Community Outreach
2. State of Project Development and Schedule
3. Performance Standards
4. Environmental Compliance and Permitting Plan
5. Experience and Qualifications
6. Financial Strength and Financing Plan
7. Firm PPA Contract Proposed Modifications
8. Carbon Emissions
9. Cultural Resource Impacts
10. Land Use and Impervious Cover

Each of the first three criteria – Community Outreach, State of Project Development and Schedule, Performance Standards – will be weighted twice as heavily as the others to reflect the impact these categories have on projects achieving a successful completion.

The non-price criteria are generally scored on a scale of 1 (poor) to 5 (highly preferable). A score of 3 means that a Proposal meets the minimum standard for that criteria.

A new overall Previous Performance scoring criterion will be employed in this RFP. Based on any underperformance experienced from any prospective Proposer within the past 5 years, the Company will deduct points from the Proposer's total non-price score based on the infraction. If a prospective Proposer has not been awarded a project by the Company or does not have an existing or past contract with the Company within the past five years, no points will be deducted. Similarly, if the Company has not experienced any underperformance with a prospective Proposer, no points will be deducted. Underperformance infractions include declining a Priority List or Final Award Group invitation; terminating or withdrawing from an awarded contract; missing GCOD; missing PPA milestones or Seller's Conditions Precedents; triggering liquidated damages; breaching representation and warranties; failing to remedy violations; failing to meet performance metrics, warranties or guarantees; failing to provide progress reports; failing to meet performance metrics; and missing certain PPA milestones.

The resulting non-price score will be the sum of the scores for each of the individual non-price criteria minus any points deducted for underperformance infractions. The Company will then calculate non-price evaluation points in accordance with the relative ranking of scores within each evaluation category. The Proposal in each evaluation category with the highest total non-price score will receive 400 points, and all other Proposals will receive points equal to the Proposal's score divided by the top score, multiplied by 400.

During the non-price criteria evaluation, a fatal flaws analysis will also be conducted such that any Proposal that is deemed not to meet the minimum standards level for four (4) or more non-price criteria will be disqualified given that the Proposal has failed to meet the required number of non-price factors that are indicative as to the general feasibility and operational viability of a proposed Project.

The Company's evaluation of the non-price criteria will be based on the materials provided by a Proposer in its Proposal. Acceptance of any Proposal into the Final Award Group shall not be assumed or construed to be an endorsement or approval that the materials provided by Proposer are complete, accurate or in compliance with applicable law. The Company assumes no obligation to correct, confirm, or further research any of the materials submitted by Proposers. Proposers retain sole responsibility to ensure their Proposals are accurate and in compliance with all laws.

The non-price criteria are:

1. **Community Outreach** – Gaining community support is an important part of a Project's viability and success. An effective Community Outreach Plan will call for early meaningful communications with stakeholders and will reflect a deep understanding and respect for the community's desire for information to enable them to make informed decisions about future projects in their communities. Therefore, Proposals will be evaluated on the quality of the Community Outreach Plan to inform the Project's impacted communities.

Proposals should include a Community Outreach Plan that describes the Proposer's commitment to work with the neighboring community and stakeholders and to provide timely Project information during Project development, construction and operation. The more robust and customized the stakeholder list, meeting frequency, and commitments are defined in the plan, the higher the rating the Proposer will receive as part of the scoring and evaluation process. The Community Outreach Plan shall include, but not be limited to the following:

- 1) Project description. A thorough description including a map of the location of the Project. This information will help the community understand the impact that the Project may have on the community.
- 2) Community scoping. Identify stakeholders (individuals, community leaders, organizations), community issues and concerns, and community sentiment.
- 3) Project benefits. An explanation of the need for the Project. This will help the community to understand how the Project might benefit their community.
- 4) Government approvals. Required government permits and approvals, public hearings and other opportunities for public comment. This information will help the community to understand the level of public scrutiny and participation that might occur for the Project and the opportunities to provide public comments.
- 5) Development process. A Project schedule that identifies key milestones will facilitate the community's understanding of the development process.
- 6) Community benefits package. Details on the amount of funds that the Proposer will commit on an annual basis to providing as community benefits and other community benefits in addition to funding that the proposer intends to provide. At a minimum, Proposers should commit to setting aside at least [\$3,000 per MW, up to \$200,000 per year,] for community benefits. These shall be donated to [_____] for distribution to the community.²⁴ Preference will be given to Proposers that commit to setting aside a larger amount or commit to providing other benefits (including but not limited to creating local jobs, payment of prevailing wages, or improving community infrastructure). Preference would also be given to Proposer's commitment that eighty-percent (80%) of non-supervisory construction and operations workers' hours associated with project construction or repowering of a project will be paid at the prevailing wage equivalent indicated under HRS Chapter 104 during all periods of construction; and the preference to hire qualified construction and operations/maintenance workers who are residents of the City and

²⁴ This requirement is still under development and the Company is seeking feedback from stakeholders in order to further refine the requirement. This requirement will require each selected project to commit a certain dollar amount per year to a to be designated by Hawaiian Electric non-profit. Communities in the same census tract or any adjoining census tract would be able to then apply to such non-profit for community grants using such funds. The non-profit will be responsible for awarding such grants.

County of Honolulu, and the State of Hawai‘i, in that order, before hiring non-resident laborers.

- 7) Communications Plan. A communications plan including a detailed community outreach schedule that will keep the affected communities and stakeholders informed about the Project’s outreach efforts during early Project development period through construction and operations, including monthly Project status updates.

Preference will be given to Proposers who have already identified established contacts to work with the local community, have used community input to incorporate changes to the final design of the Project and mitigate community concerns, or have community consultants as part of the Project team doing business in Hawai‘i that have successfully worked with communities in Hawai‘i on the development of two or more energy projects or projects with similar community issues. These criteria are aligned with the Company’s community engagement expectation whereby all developers will be required to engage in community outreach prior to signing a Firm PPA with the Company. This process is also outlined in RFP Section 5.3. Further information and instructions regarding expectations for the Community Outreach Plan are included in Appendix B, Attachments 5 and 6.

2. **State of Project Development and Schedule** – Projects that are further along in development generally have lower project execution risk and a greater probability of being able to be successfully placed into service prior to the GCOD (specifically identified in each Proposal). At a minimum, Projects should demonstrate how they plan to capture any ITC safe harbor and reach their GCOD specified, including identification of risks and schedule assumptions. (Schedules must identify the IRS completion date and PUC approval dates assumed.) Proposals should also demonstrate, via a detailed critical path schedule, that there is a high likelihood that the Project will be able to reach commercial operations as specified. Proposals shall include a Gantt chart that clearly illustrates the overall schedule and demonstrates achievement of any ITC safe harbor, if applicable, and commercial operations by their specified GCOD. The Gantt chart shall include task durations and dependencies, identify tasks that will be fast tracked, and identifies slack time and contingencies. This criterion will also look at the high-level Project costs set forth in the required pro forma cashflow form submitted with all Proposals for the reasonableness of such costs and the assumptions used for such costs. Project costs that do not appear reasonable for a project of the size proposed may result in a lower ranking for this criterion if the Company reasonably determines that the cost information is unrealistic based on prior experience in the market which may result in a risk that the Project can be built on time and for the price proposed by the Proposer. The Company reserves the right to discuss any cost and financial information with a Proposer to ensure the information provided is accurate and correct.

3. **Performance Standards** – The proposed Facility must be able to meet the performance attributes identified in this RFP and the Performance Standards identified in the Firm PPA. The Company will review the Proposal information received, including design documents and operating procedures materials provided in the Proposal, and evaluate whether the Project as designed is able to meet the Performance Standards identified in the Firm PPA and in this RFP. At a minimum, in addition to meeting the Performance Standards, the Proposal should include sufficient documentation, provided in an organized manner, to support the stated claim that the Facility will be able to meet the Performance Standards. The Proposal should include information required to make such a determination in an organized manner to ensure this evaluation can be completed on a timely basis. Preference will be given to Proposals that provide detailed technical and design information showing how each standard can be met by the proposed Facility. Preference will also be provided to facilities that offer additional capabilities over and above the required performance attributes.

4. **Environmental Compliance and Permitting Plan** – This criterion relates to the potential (short- and long-term) environmental impacts associated with each Project, the quality of the plan offered by the Proposer to mitigate and manage any environmental impacts (including any pre-existing environmental conditions), and the plan of Proposers to remain in environmental compliance over the term of the contract. These impacts are reflected on a technology-specific basis. Completing any necessary environmental review and obtaining required permitting in a timely manner is also important and Proposals will be evaluated on their plan to identify, apply for, and secure required permits for the Project, any permitting activity that has been completed to date, including having initial discussions with the applicable regulating agencies such as U.S. Fish and Wildlife and the State of Hawai‘i Department of Land and Natural Resources’ Division of Forestry and Wildlife, prior to submitting a Proposal, and the degree of certainty offered by the Proposer in securing necessary permits.

At a minimum, proposed Projects should be expected to have minimal environmental impact for most areas and Proposals should provide a comprehensive plan to mitigate the identified potential or actual significant environmental impacts to remain in environmental compliance. The proposed mitigation plans should be included in the Project timeline. Preference will be given to Proposals that provide a more detailed plan as well as those that have proactively taken steps to mitigate potential environmental impacts.

Also, this criterion requires that, at a minimum, Proposers should have identified, and disclosed in their Proposal(s), all major permits, approvals, appurtenances and entitlements (including applicable access, rights of way and/or easements) (collectively, the “permits”) required and have a preliminary plan for securing such permits. Preference will be given to Proposals that are able to provide a greater degree of certainty that its plan to secure required permits is realistic and achievable, or have already received all or a majority of the required

permits. The Proposer should disclose all identified (a) discretionary permits required, i.e., those requiring public or contested case hearings and/or review and discretionary approval by an appropriate government agency and (b) ministerial conditions without discretionary approval conditions. In all cases, the Proposer must provide a credible and viable plan to secure all permits necessary for the Project. For example, if the Project is located within an agricultural district, the Proposer shall provide evidence of Proposer's verification with the appropriate government agency that the Project complies with HRS Section 205-2 and Section 205-4.5, relating to solar energy facilities placed on agricultural land, provided, however that where a special use permit (under Section 205-6), exemption (under Section 205-6), or amendment to land use district boundary lines (under Section 205-4) is required to secure such compliance, Proposer shall identify the need for such permit, exemption or amendment and provide a list of required prerequisites and/or conditions and a realistic timeline necessary to obtain such permit, exemption or amendment satisfactory for Proposer to still meet its designated GCOD.

The Proposal's non-price score for this requirement will reflect the lower of either the Environmental Compliance sub-score or the Permitting Plan sub-score.²⁵

5. **Experience and Qualifications** – Proposals will be evaluated based on the experience of the Proposer in financing, designing, constructing, interconnecting, owning, operating, and maintaining projects (including all components of the project) of similar size, scope and technology. At a minimum, Proposals must show via the table format specified in RFP Appendix B, Section 2.13 that at least one (1) member must have specific experience in each of the following categories: financing, designing, constructing, interconnecting, owning, operating, and maintaining at least one electricity generation project including all components of the project similar to the Project being proposed. Preference will be given to Proposers with experience in successfully developing multiple projects that are similar to the one being proposed and/or that have prior experience successfully developing and interconnecting a utility scale project to the Company's System.
6. **Financial Strength and Financing Plan** – This criterion addresses the comprehensiveness and reasonableness of the financial plan for the Project as well as assesses the financial strength and capability of the Proposer to develop the Project. A complete financial plan addresses the following issues: Project ownership, capital cost and capital structure, sources of debt and equity, and evidence that credit-worthy entities are interested in financing the Project. The financial strength of Proposers or their credit support providers will be considered, including their credit ratings. The financing participants are expected

²⁵ Two different teams will assess the Proposals for this non-price criteria – one focusing on the environmental impacts of the Proposal and the other on the permitting plans and activities of the Proposer. Each team will contribute a sub-score, and the overall score for this criterion will be based on the lower of the two sub-scores.

to be reasonably strong financially. Developers and their sources of capital that have investment grade credit ratings from a reputable credit rating agency (S&P, Moody's, Fitch) will also be given preference, with those that have higher credit ratings ranked higher.

7. **Proposed Contract Modifications** – Proposers are encouraged to accept the contract terms identified in the Firm PPA in their entirety to expedite the overall RFP process and potential contract negotiations. Proposers who accept the Firm PPA without proposed edits will receive a higher score and will be the only Proposals that can achieve the highest scoring for this non-price evaluation criterion. Technology-specific or operating characteristic-required modifications, with adequate explanation as to the necessity of such modifications, will not jeopardize a Project's ability to achieve the highest score. Proposers who elect to propose modifications to the Firm PPA shall provide a Microsoft Word red-line version identifying specific proposed modifications to the Firm PPA language, as well as a detailed explanation and supporting rationale for each modification. General comments without proposed alternate language, drafting notes without explanation or alternate language, footnotes such as “parties to discuss,” or a reservation of rights to make additional modifications to the Firm PPA at a later time are unacceptable, will be considered unresponsive, and will result in a lower score. See also Section 3.8. The Company and Independent Observer will evaluate the impact that the proposed modifications will have on the overall risk assessment associated with the evaluation of each Proposal.
8. **Carbon Emissions** – Proposals should identify the estimated amount of carbon emissions the Project will create per year. Section 2.6.7 of Appendix B to this RFP provides a calculation that Proposers can use to determine this estimate. Additionally, in line with carbon neutral goals set forth by Hawaiian Electric²⁶ and the State of Hawai'i,²⁷ preference will be given to Proposers that commit to further reducing or mitigating their Facility's carbon emissions.
9. **Cultural Resource Impacts** – Proposers need to be mindful of the Project's potential impacts to historical and cultural resources. Proposers should have identified (1) valued cultural, historical, or natural resources in the area in question, including the extent to which traditional and customary native Hawaiian rights are exercised in the area; (2) the extent to which those resources – including traditional and customary native Hawaiian rights – will be affected or impaired by the proposed action; and (3) the feasible action, if any, to be taken to reasonably protect any identified cultural, historical, or natural resources in the area in question, and the reasonable protection of traditional and customary native Hawaiian rights in the affected area.

²⁶ See <https://www.hawaiianelectric.com/about-us/our-vision-and-commitment/climate-change-action>.

²⁷ See HRS § 225P-5.

Also, Proposers should have already contracted with a consultant with expertise in this field to begin a cultural assessment for the Project. Proposals will be evaluated on the Proposer's plan and commitment to addressing cultural resource impacts on their Project, if any. Therefore, in order to be evaluated for this criterion, Proposers should, at least, provide the following documentation, as applicable: (1) Proposer's or its consultant's experience with cultural resource impacts on past projects; and (2) the status of their cultural assessment plan. Proposals will be evaluated on the extent to which their cultural assessment plan has been developed, and preference will be given to Proposals that are further along in the assessment process, including, but not limited to, whether a mitigation/action plan has been provided that addresses any identified cultural resource issues, or a date for when such a plan will be available has been identified, or any portions of such plan have been completed.

10. Land Use and Impervious Cover – The Company encourages Proposers to site Projects on developed lands and to preserve open spaces and agricultural lands. Proposers will be scored more favorably for locating Projects on:

- Land with greater existing impervious cover;²⁸
- Land zoned industrial or industrial mixed use, commercial or business mixed use or apartment mixed use under the State Land Use Classification with a preference in that order; or
- Land deemed as reclaimed, such as Brownfield.²⁹

In addition, projects that minimize the net increase of impervious cover of a Project site will be scored more favorably.

4.5 Selection of a Priority List

At the conclusion of both the price and non-price analysis, a total score will be calculated for each Proposal using the 60% price-related criteria / 40% non-price-related criteria weighting outlined above. The price and non-price analysis, and the summation of both price and non-price scores described above, will result in a ranking of Proposals within each technology-based evaluation category.

Following the Price and Non-Price scoring, an initial pool of top scoring Proposals for each technology-based category and with consideration for electrical location of each resource will be determined. The Company may consider using a computer model to optimize the pool of resources by technology category in order to select Proposals in each technology-based category to advance to the Priority List.

²⁸ As defined by the EPA ([8 Tools of Watershed Protection in Developing Areas | Watershed Academy Web | US EPA](#)), “the sum total of all hard surfaces within a watershed including rooftops, parking lots, streets, sidewalks, driveways, and surfaces that are impermeable to infiltration of rainfall into underlying soils/groundwater.”

²⁹ As defined by the EPA ([Overview of EPA's Brownfields Program | US EPA](#)), “a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.”

The collective export of portfolios will be reviewed against the existing transmission available MW capacity.

The selection to the Priority List does not assure an eligible Project's inclusion in the selection of the Final Award Group.

4.6 Best and Final Offer (BAFO)

4.6.1 The Company will solicit a Best and Final Offer from Proposers selected to a Priority List in a technology-based evaluation category. All Proposers selected to the Priority List, including any Hawaiian Electric Proposals,³⁰ will have the opportunity to update (downward only)³¹ the pricing elements in their Proposal in order to improve the competitiveness of their Proposal prior to being further assessed in the Detailed Evaluation phase. At this point in the process, updates may only be made to the following pricing elements:

- IPP and Affiliate Proposals: Capacity Charge (\$/kW/month) and Energy Charge (\$/kWh) amount
- Hawaiian Electric Proposals: Total Project Capital Costs (\$/year), Annual O&M Costs (\$/year), Annual Revenue Requirement (\$/year)

Proposers will not be allowed to increase their price³² but may elect to maintain the same pricing submitted in their original Proposal. Proposers will not be allowed to make any other changes to their Proposal during the Best and Final Offer.

4.6.2 If a Proposer does not propose improvements to their pricing elements during the Best and Final Offer solicitation, the original Proposal pricing elements will be deemed its Best and Final Offer.³³

4.7 Detailed Evaluation

The Best and Final Offers of the Priority List Proposals from this RFP will be further assessed in the Detailed Evaluation to determine the Proposals selected to the Final Award Group.

³⁰ Similar to the Proposal Due Date, if any Hawaiian Electric Proposals are selected to the Priority List, the Company will require that the Best and Final Offer(s) for the Hawaiian Electric Proposal(s) be submitted a minimum of one (1) day before the Best and Final Offers from IPP and Affiliate Proposals are due.

³¹ Proposers will only be allowed to adjust pricing elements downward. No upward adjustment to the pricing elements will be permitted or considered. All other characteristics of the Proposal and Facility capabilities must remain valid and unchanged (e.g., Contract Firm Capacity, GCOD, etc.)

³² Proposers will not be allowed to increase the pricing in their Proposals to address interconnection and/or System upgrade costs or for any other reason.

³³ The Company reserves the right, in consultation with the Independent Observer, to adjust the parameters of the BAFO, in the unlikely event that System needs have evolved in a way that the Proposals received do not fully address.

Computer modeling will evaluate the Total Net Cost (Cost and Benefits) of integrating and operating the portfolio onto the Company's System. The portfolio's Total Net Cost will be compared against the Base Case, described further below.

All Proposals from the Priority List will be input into the computer model using the Proposal's performance data (i.e., Contract Firm Capacity) and Proposal costs (i.e., Capacity Charge payments, Energy Charge payments, etc.). An optimal, least-cost resource portfolio will be selected by the computer model. Depending on the number of Proposals on the Priority List, multiple iterations of the computer model may be needed. Additional modeling scenarios may also be completed in consultation with the Independent Observer. The evaluation will be based on the Total Net Cost (Costs and Benefits) to the Company of integrating the combination of Priority List Proposals onto the Company's System which includes:

1. The cost to dispatch the Project or combination of Projects and the energy purchased;
2. The fuel cost savings (benefits) and any other direct savings (IPP savings from dispatchable fossil fuel savings, where applicable) resulting from the displacement of generation by the Priority List Proposals;
3. The estimated increase (or decrease) in operating cost, if any, incurred by the Company to maintain System reliability; and
4. The cost of Imputed Debt, if applicable.

The Company may complete additional analyses of the portfolio in consultation with the Independent Observer to verify other operating requirements are met.

As noted, the Company will take into account the cost of rebalancing its capital structure resulting from any debt or Imputed Debt impacts associated with each Proposal (including any costs to be incurred by the Company, as described above, that are necessary in implementing the Proposal). The Company proposes to use the imputed debt methodology published by Standard & Poor's ("S&P") that is applicable to the Proposal being evaluated. S&P views long-term PPAs as creating fixed, debt-like financial obligations that represent substitutes for debt-financed capital investments in generation capacity. By adjusting financial measures to incorporate PPA-fixed obligations, greater comparability of utilities that finance and build generation capacity and those that purchase capacity to satisfy new load are achieved.

During the Detailed Evaluation and before the Proposals advance to the Final Award Group, the Company will perform load flow analyses to determine if certain Projects or combinations of Projects introduce line constraints that will factor into the selection process. This is to address the possibility that even though sufficient available MW capacity was identified for an individual Project, Projects that are in close proximity with each other could introduce additional line constraints. The Projects selected must not have any additional constraints imposed based on the Load Flow Analysis to advance to the Final Award Group. However, the Company reserves the right, in consultation with

the Independent Observer, to allow minor modifications (e.g., downsize Project) to a Proposal to avoid such additional constraints. If such modification resulted in a reduced size of the Facility, the pricing proposed would also need to be revised. Under no circumstances would a Proposer be allowed to increase its price as a result of such minor modification.

Also in the Detailed Evaluation, other factors will be validated to ensure that the final combination of Projects provides the contemplated benefits that the Company seeks. The Company will evaluate the collateral consequences of the implementation of a combination of Projects, including consideration of the geographic diversity, resource diversity, interconnection complexity, and flexibility and latitude of operation control of the Projects.

The Company may assess additional combinations of Projects if requested by the Independent Observer and if the time and capability exist to perform such analyses.

4.8 Selection of the Final Award Group

Based on the results of the Detailed Evaluation and review of the results with the Independent Observer, the Company will select a Final Award Group from which to begin contract negotiations. The Company intends to select Projects that meet the targeted needs and provide customer benefits. All Proposers will be notified at this stage of the evaluation process whether their Proposal is included in the Final Award Group.

Selection to the Final Award Group and/or entering into contract negotiations does not guarantee execution of a Firm PPA.

Up to the selection announcement of the Final Award Group, should any new legislation for renewable energy be enacted that would offer developers further tax credits, the Company reserves the right to require Proposers to provide a downward pricing adjustment reflective of such savings for the benefit of the Company's customers.

Further, if at any time during the evaluation process it is discovered that a Proposer's Proposal contains incorrect or misrepresented information that has a material effect on any of the evaluation processes, including selection of the Priority List or the Final Award Group, the Company reserves the right, at any time prior to submission of the Firm PPA Contract Application with the PUC, in consultation with the Independent Observer, to disqualify the Proposer from the RFP. If discovery of the incorrect or misrepresented information is made after the Company has filed its PUC application for approval of the Firm PPA with the Proposer, the Company will disclose the incorrect or misrepresented information to the PUC for evaluation and decision as to whether such Proposer should be disqualified and the Company's application dismissed.

Following any removal of a Proposal from the Final Award Group, either by disqualification noted immediately above, or via any other removal or withdrawal of a Proposal, including failure to reach agreement on the Firm PPA, the Company, taking into consideration the timing of such removal and the current status of the Company's

needs under the RFP, in consultation with and concurrence from the Independent Observer, will review the Priority List to determine (1) if another Proposal should be added to the Final Award Group; or (2) if the remaining Proposals in the Final Award Group should remain unchanged.

Chapter 5: Post Evaluation Process

5.1 Project Interconnection Process

A complete package of Project Interconnection Requirement Data Request worksheets, Project single line and three line diagrams, models, and documentation is required upon Proposal submission. Within thirty (30) days after selection of the Final Award Group, final submissions, incorporating any updates, shall be made for the following Project data and modelling submittals. The models for equipment and controls (see Appendix B, Attachment 3 and 4), list(s) to clearly identify the components and respective files (for inverters and power plant controller), and complete documentation with instructions, shall all be submitted at Proposal submission. See Appendix B, Section 2.11.3.

The models required are set forth in Appendix B, Attachment 4. PSSE Generic models, PSSE User models, and ASPEN models shall be configured to represent all of the functional equipment with settings in place to comply with the Company's Firm PPA performance requirements. These must be checked for functionality by the Proposer or its vendors and consultants prior to submission to the Company (see Appendix B, Attachment 3). Similar and fully accurate PSCAD models shall be submitted in a condition that complies with the PSCAD modeling guidelines provided by the Company. PSSE generic models shall be provided promptly after the PSSE user models have been approved by the Company.

Development of accurate and functional facility technical model is imperative to the successful completion of the IRS, the accuracy of study results, and, by extension, the reliability of the System. Models must be accurate representations of the facility and its operation. The Company validates the quality of the models and acceptability for the IRS through a model checkout process. Proposers should have developed, executed, tested, and documented results of their models prior to submitting a proposal.

The Company will inspect the data packages for general completeness. For any incomplete submissions, a list of missing or non-functional items will be provided. Proposers will be given 15 days to resolve data and modeling deficiencies. The Company, in consultation with the Independent Observer, may remove Proposals from the Priority List or Final Award Group, or may terminate contract negotiations or an executed Firm PPA if a Proposer's submission requirements are deemed incomplete for the lack of requested models. The Proposal must be complete to begin the IRS process. A formal, technical model checkout will be deferred until a later date when IRS Agreements and deposits are in place so that the subject matter expert's work can be performed by the Company's IRS consultant(s).

Upon notification of selection to the Final Award Group, the Company will provide a draft IRS Agreement for each selected Project, with a statement of required deposit for individual and prorated work as part of an IRS Scope for a System Impact Study that will involve (a) technical model checkout for each Project, (b) any considerations that are specific to a particular Project and location, and (c) system impact analyses of the selected Projects as a group. Interconnection cost and schedule, including cost of any required System upgrades, will be determined in a subsequent Facilities Study.

In order to minimize the cost and schedule for all Proposers, as well as study the impacts of the portfolio of projects, portions of the System Impact Study will be performed as a group study, requiring all Proposer models to be an accurate, functional model, and deemed suitable by the Company prior to commencement of the study. Within thirty (30) days after selection of the Final Award Group, final submissions, incorporating any updates, shall be made for the Project data and modelling submittals. The IRS process includes a 30-day timeframe, following this model submittal deadline, for all model reviews to be completed prior to commencement of the group study. Should a Proposer's model not be ready by that time, the Project will be subject to a standalone IRS, which will result in increased cost and potential delays to the Proposer, as the study will have to be undertaken after the group study is completed.

The technical model checkouts will be conducted first. Upon identification of any functional problems or deficiencies, corrective action shall be taken immediately and on an interactive basis so that the problems or deficiencies can be resolved within fifteen (15) days, including re-submission of data and updated models, or the Project shall be deemed withdrawn. At the discretion of the Company and provided that there is a demonstration of good faith action to minimize delay that would affect the schedule for IRS analyses, a second round of model checkout and problem solving may proceed. Thereafter, any notice that a Project is deemed withdrawn for lack of completeness shall be final. Subject to consultation with the Independent Observer, failure to provide all requested material within the time(s) specified, or changes to the data provided after the due date(s), shall result in elimination from the Final Award Group.

Proposers shall be responsible for the cost of the IRS, under separate agreements for the System Impact Study and the Facilities Study. The overall IRS will provide information including, but not limited to, an estimated cost and schedule for the required Interconnection Facilities for a particular Project and any required mitigation measures. Proposers will be responsible for the actual final costs of all Seller-Owned Interconnection Facilities and Company-Owned Interconnection Facilities. Upon reviewing the results of the IRS, Proposers will have the opportunity to not move forward with the Project and therefore not complete execution of the Firm PPA in the event that the estimated interconnection costs and schedule for the Project are higher than what was estimated in the Project Proposal. See Firm PPA, Section 2.2(D).

5.2 Contract Negotiation Process

Within five (5) business days of being notified by the Company of its intent to enter into contract negotiations, Proposers selected for the Final Award Group will be required to

indicate, in writing to the Company's primary contact for this RFP, whether they intend to proceed with their Proposals. Proposers who elect to remain in the Final Award Group will be required to keep their Proposal valid through the award period.

As described in Section 5.1 above, a draft IRS Agreement will be provided upon notification of selection to the Final Award Group. The IRS process will commence upon payment of the deposit and execution of the IRS Agreement. Contract negotiations will commence in parallel with the IRS process. The Firm PPA will not be executed until completion of the IRS, and any impacts from the IRS are folded into the Firm PPA. The submission of an executed Firm PPA for PUC approval will take place thereafter.

5.3 Community Outreach and Engagement

The public meeting and comment solicitation process described in this section and Section 12.1(L) of the Firm PPA (Community Outreach Plan) do not represent the only community outreach and engagement activities that can or should be performed by a Proposer.

The Company will publicly announce the Final Award Group no more than five (5) business days after the notification is given to Proposers who are selected to the Final Award Group. Selected Proposers shall not disclose their selection to the public before the Company publicly announces the Final Award Group selection.

On the next business day after the Company notifies a Proposer it was selected, each Proposer shall provide the Company with links to its Project website, which the Company will post on the Company's website. Each Proposer will launch a Project website that will go-live on the day the Company publicly announces the Final Award Group selection. Information on what should be included on the Project website is identified in Appendix B.

Within five (5) business days of notification of selection to the Final Award Group, Proposers must provide the Company with an updated comprehensive Community Outreach Plan to work with and inform neighboring communities and stakeholders and to provide them timely information during all phases of the Project. The Community Outreach Plan shall include but not be limited to the following information: Project description, Project stakeholders, community concerns and Proposer's efforts to address such concerns, Project benefits, government approvals, Project schedule, and a comprehensive communications plan which factors in monthly Project updates. The Proposer's Community Outreach Plan shall be a public document identified on the Proposer's Project website for the term of the Firm PPA and made available to the public upon request. As an option, Proposers may provide their updated Community Outreach Plan and website information to the Company for review and feedback. If provided at least thirty (30) days prior to the dates required, the Company will endeavor to review such information and provide feedback on the information before it is made available to the public. Further information and instructions regarding expectations for the Community Outreach Plan can be found in Appendix B, Attachments 5 and 6.

Prior to the execution date of the Firm PPA, Proposers shall also host a public meeting in the community where the proposed Project is to be located for community and neighborhood groups in and around the vicinity of the Project Site that provided the neighboring community, stakeholders and the general public with: (i) a reasonable opportunity to learn about the proposed Project; (ii) an opportunity to engage in a dialogue about concerns, mitigation measures, and potential community benefits of the proposed Project; (iii) an update regarding the Proposer's cultural impact plan, including any findings made and mitigations identified to-date as part of the Archaeological Literature Review and Field Inspection Report discussed in Section 5.7; and (iv) information concerning the process and/or intent for the public's input and engagement, including advising attendees that they will have thirty (30) days from the date of said public meeting to submit written comments to Company and/or Proposer for inclusion in the Company's submission to the PUC of its application for a satisfactory PUC Approval Order and for inclusion on the Proposer's website. The Proposer shall collect all public comments, and then provide the Company copies of all comments received in their original, unedited form. If a Firm PPA is executed by the Proposer and the Company, the Company may submit any and all public comments (presented in its original, unedited form) as part of its PUC application for the Project. Proposers shall notify the public at least three (3) weeks in advance of the meeting. The Company shall be informed of the meeting. The Company has provided Proposers with detailed instructions regarding the community meeting requirement after the selection of the Final Award Group (Appendix B, Attachment 5). (For example, notice will be published in county and regional newspapers/media, as well as media with statewide distribution. The Proposer will be directed to notify certain individuals and organizations. The Proposer will be provided templates to use for the public meeting notices, agenda, and presentation.) Proposers must also comply with any other requirement set forth in the Firm PPA relating to Community Outreach.

Following the submission of the PUC application for the Project, and prior to the date when the Parties' statements of position are to be filed in the docketed PUC proceeding for the Project, the Proposer shall provide another opportunity for the public to comment on the proposed Project. The Proposer's statement of position filed in the docket associated with the Project will contain an attachment including those comments.

The Proposer shall be responsible for community outreach and engagement for the Project, and that the public meeting and comment solicitation process described in this section do not represent the only community outreach and engagement activities that can or should be performed. The Company will also require (monthly/bi-monthly) project status updates from Proposers to verify the implementation of the Community Outreach Plan and will ensure Proposers provide accessible opportunities for community members and stakeholders to provide public comment as required by the RFP.

5.4 Greenhouse Gas Emissions Analysis

Proposers whose Proposal(s) are selected for the Final Award Group shall cooperate with and promptly provide to the Company and/or Company's consultant(s) upon request, all information necessary, in the Company's sole and exclusive discretion, for such

consultant to prepare a greenhouse gas (“GHG”) emissions analysis and report in support of a PUC application for approval of the Firm PPA for the Project (the “GHG Review”). Proposers shall be responsible for the full cost of the GHG Review associated with their Project under a Greenhouse Gas Analysis Letter Agreement between the Proposer and the Company. The GHG Review is anticipated to address whether the GHG emissions that would result from approval of the Firm PPA and subsequent to addition of the Project to the Company’s System are greater than the GHG emissions that would result from the operations of the Company’s System without the addition of the Project, whether the cost for renewable, dispatchable generation under the Firm PPA is reasonable in light of the potential for GHG emissions, and whether the terms of the Firm PPA are prudent and in the public interest in light of its potential hidden and long-term consequences.

5.5 PUC Approval

Any signed Firm PPA resulting from this RFP is subject to PUC approval as described in Section 25.12 of the Firm PPA.

5.6 Facility In-Service

To facilitate timely commissioning of Projects selected through this RFP, the Company requires the following be included with the 60% design drawings: relay settings and protection coordination study, including fuse selection and AC/DC schematic trip scheme.

For the Company to test the Facility, coordination between the Company and Project is required. Drawings must be approved by the Company prior to testing. The entire Facility must be ready for testing to commence. Piecemeal testing will not be allowed. Communication infrastructure and equipment must be tested by the IPP and ready for operation prior to Company testing.

If approved drawings are not available, or if the Facility is otherwise not test ready as scheduled, the Project may lose its place in the queue, with the Company retaining the flexibility to adjust scheduling as it sees fit. If tests are not completed within the allotted scheduled testing time, the Project will be moved to the end of the Company’s testing queue. The IPP will be allowed to cure if successful testing is completed within the allotted scheduled time. No adjustments will be made to Firm PPA milestones if tests are not completed within the original allotted time. Liquidated damages for missed milestones will be assessed pursuant to the Firm PPA.

5.7 Archaeological Literature Review and Field Inspection Report

All Projects selected to a Final Award Group must, within five (5) months of selection, complete and submit to the Company an Archaeological Literature Review of existing cultural documentation filed with the State Historic Preservation Division and a Field Inspection Report. For any archaeological and/or historical sites identified in the project area, the Proposer must provide a plan for mitigation from an archaeologist licensed in the State of Hawai‘i.

Any results available at the time of the Community Outreach meeting required prior to PPA execution discussed in Section 5.3 must be presented at that time, along with an update regarding the Proposer's cultural impact plan.

DRAFT
REQUEST FOR PROPOSALS
FOR
FIRM RENEWABLE DISPATCHABLE GENERATION

ISLAND OF O‘AHU

FEBRUARY 28, 2022

Docket No. TBD

Appendix A – Definitions



**Hawaiian
Electric**

“Affiliate” means any person or entity that possesses an “affiliated interest” in a utility as defined by section 269-19.5, Hawaii Revised Statutes (“HRS”), including a utility’s parent holding company but excluding a utility’s subsidiary or parent which is also a regulated utility.

“Best and Final Offer” or “BAFO” means the final offer from a Proposer, as further described in Section 4.6 and elsewhere in this RFP.

“Capacity Charge” has the meaning set forth in the Firm PPA.

“Code of Conduct” means the code of conduct approved by the PUC in Docket No. 03-0372 (Decision and Order No. 23614, August 28, 2007) with respect to a Self-Build Option. An updated code of conduct was submitted to the PUC in 2015-0389 on July 9, 2020.

“Code of Conduct Procedures Manual” or “Procedures Manual” means the manual approved by the PUC, which was put in place to address and to safeguard against preferential treatment or preferential access to information in a Hawaiian Electric RFP process. The Procedures Manual is attached as Appendix C to this RFP.

“Commercial Operations” has the meaning set forth in the Firm PPA.

“Community Outreach Plan” is a community outreach and communication plan described in Section 4.3 and 4.4.2 of this RFP.

“Company” means Hawaiian Electric Company, Inc., a Hawai‘i corporation.

“Company-Owned Interconnection Facilities” has the meaning set forth in the Firm PPA.

“Competitive Bidding Framework” or “Framework” means the Framework for Competitive Bidding contained in Decision and Order No. 23121 issued by the Public Utilities Commission on December 8, 2006 in Docket No. 03-0372, and any subsequent orders providing for modifications from those set forth in Order No. 23121 issued December 8, 2006.

“Consumer Advocate” means the Division of Consumer Advocacy of the Department of Commerce and Consumer Affairs of the State of Hawai‘i.

“Development Period Security” has the meaning set forth in Section 3.13.1.

“Dispatchable” means the ability to turn on or turn off a generating resource at the request of the utility’s system operators, or the ability to increase or decrease the output of a generating resource from moment to moment in response to signals from a utility’s Automatic Generation Control System, Energy Management System or similar control system, or at the request of the utility’s system operators.

“Electronic Procurement Platform” means the third-party web-based sourcing platform that will be used for the intake of Proposals and associated electronic information, storage and handling of Proposer information, and communication.

“Eligibility Requirements” has the meaning set forth in Section 4.2 of this RFP.

“Eligible Proposals” means Proposals that meet both the Eligibility and Threshold Requirements.

“Energy Charge” is the amount that the Company will pay the Seller for electric energy delivered to the Company in accordance with the terms and conditions of the Firm PPA. This payment will be calculated in terms of dollars per MWh.

“Energy Contract Manager” is the primary Company contact for this RFP.

“Evaluation Team” means agents of the Company who evaluate Proposals.

“Facility” has the meaning set forth in the Firm PPA.

“Facilities Study” means a study to develop the interconnection facilities cost and schedule estimate including the cost associated with the design and construction of the Company-owned interconnection facilities.

“Final Award Group” means the group of Proposers selected by the Company from the Priority List, with which the Company will begin contract negotiations, based on the results of the Company’s detailed evaluation.

“Firm PPA” means the Model Firm Renewable Dispatchable Generation Power Purchase Agreement attached as Appendix L to this RFP.

“Greenhouse Gas” or “GHG” are gases that contribute to the greenhouse gas effect and trap heat in the atmosphere.

“Guaranteed Commercial Operations Date” or “GCOD” means the date on which a Facility first achieves Commercial Operations.

“Hawaiian Electric” means Hawaiian Electric Company, Inc., a Hawai‘i corporation.

“Hawaiian Electric System” or “System” means the electric system owned and operated by Hawaiian Electric on the island of Oahu (including any non-utility owned facilities) consisting of power plants, transmission and distribution lines, and related equipment for the production and delivery of electric power to the public.

“HRS” means the Hawai‘i Revised Statutes as of the date of this Request for Proposals.

“Imputed Debt” means adjustments to the debt amounts reported on financial statements prepared under generally accepted accounting principles (“GAAP”). Certain obligations do not meet the GAAP criteria of “debt” but have debt-like characteristics; therefore, credit rating agencies “impute debt and interest” in evaluating the financial ratios of a company.

“Independent Observer” has the meaning set forth in Section 1.4 of this RFP.

“Independent Power Producer” or “IPP” means an entity that owns or operates an electricity generating facility that is not included in the Company’s rate base.

“Interconnection Facilities” means the equipment and devices required to permit a Facility to operate in parallel with, and deliver electric energy to, the Company System (in accordance with applicable provisions of the Commission’s General Order No. 7, Company tariffs, operational practices, interconnection requirements studies, and planning criteria), such as, but not limited to, transmission and distribution lines, transformers, switches, and circuit breakers. Interconnection Facilities includes Company-Owned Interconnection Facilities and Seller-Owned Interconnection Facilities.

“Interconnection Requirements Study” or “IRS” means a study, performed in accordance with the terms of the IRS Letter Agreement, to assess, among other things, (1) the system requirements and equipment requirements to interconnect the Facility with the Company System, (2) the Performance Standards of the Facility, and (3) an estimate of interconnection costs and project schedule for interconnection of the Facility.

“kV” means kilovolt.

“Land RFI” refers to a Request for Information activity conducted by the Company to identify interested parties willing to make land available for utility-scale renewable energy projects and gather relevant property information.

“LEP” means a levelized energy price (\$/MWh) calculated and used for comparison of Proposals based on information provided in the Proposal submission in this RFP.

“Mediation” means the confidential mediation conducted in Honolulu, Hawai‘i, pursuant to and in accordance with the Mediation Rules, Procedures, and Protocols of Dispute Prevention Resolution, Inc. (or its successor) or, in its absence, the American Arbitration Association then in effect.

“MW” means megawatt.

“MWh” means megawatt hour.

“NDA” means the Mutual Confidentiality and Non-Disclosure Agreement attached to this RFP as Appendix E.

“Net Nameplate Capacity” means the net maximum output (MWac) of the Facility at the point(s) of interconnection, whether that maximum is based on: nameplate power rating of energy generating equipment sizing; expected losses in delivery of power to the point(s) of interconnection; and/or any project control system involved in managing the delivery of power to the point(s) of interconnection. This value, subject to verification by the Company, will determine how a project is evaluated relative to the terms and requirements of the RFP, including, but not limited to ability to interconnect to a transmission line. In the Firm PPA, this value will be the default Contract Firm Capacity.

“Non-Price Evaluation Team” means Employees and consultants of the Company who evaluate the Proposal non-price related criteria as set forth in Section 4.4 of this RFP. Non-Price Evaluation Team members will not include any Shared Resources and will be solely made up of Company RFP Team Members.

“O&M” means operation and maintenance.

“Operating Period Security” has the meaning set forth in Section 3.13.1.

“Performance Standards” means the various performance requirements and attributes for the operation of the Facility to the Company as set forth in this RFP and the Performance Standards as defined in the Firm PPA.

“Point of Interconnection” has the meaning set forth in the Firm PPA.

“Power Purchase Agreement” or “PPA” means an agreement between an electric utility company and the developer of a renewable energy generation facility to sell the power generated by the facility to the electric utility company.

“Price Evaluation Team” means Employees and consultants of the Company who evaluate the Proposal price related criteria as set forth in Section 4.4 of this RFP. Price Evaluation Team members will not include any Shared Resources and will be solely made up of Company RFP Team Members.

“Priority List” means the group of Proposals selected by Hawaiian Electric as described in Section 4.5 of this RFP.

“Project” means a Facility proposed to Hawaiian Electric by a Proposer pursuant to this RFP.

“Proposal” means a proposal submitted to Hawaiian Electric by a Proposer pursuant to this RFP.

“Proposal Due Date” means the date stated in RFP Schedule - Row 7 for the Self-Build Proposal and Row 8 for the IPP and Affiliate Proposals of this RFP.

“Proposal Fee” means the non-refundable fee of \$10,000 for each proposal submitted as set forth in Section 1.8 of this RFP.

“Proposer” means a person or entity that submits a Proposal to Hawaiian Electric pursuant to this RFP.

“Proposer’s Response Package” means the form in which the Proposal should be submitted, which is attached as Appendix B to this RFP.

“PUC” means the State of Hawai‘i Public Utilities Commission.

“Renewable Portfolio Standards” or “RPS” means the Hawai‘i law that mandates that the Company and its subsidiaries generate or purchase certain amounts of their net electricity sales over time from qualified renewable resources. The RPS requirements in Hawai‘i are currently codified in HRS §§ 269-91 through 269-95.

“Request for Proposals” or “RFP” means a request for Proposals issued pursuant to a competitive bidding process authorized, reviewed, and approved by the PUC.

“RFP Schedule” means the schedule set forth in Table 1, Section 3.1 of this RFP.

“Hawaiian Electric Proposal” means a Proposal submitted by the Company that is responsive to the resource need identified in the RFP, as required by Section VI of the Framework.

“Hawaiian Electric Proposal Team” means agents of the Company who develop Self-Build Option proposals.

“Seller” means the entity that the Company is contracting with, as set forth in the Firm PPA.

“Seller-Owned Interconnection Facilities” has the meaning set forth in the Firm PPA.

“Site” means the parcel of real property on which the Facility, or any portion thereof, will be constructed and located, together with any Land Rights reasonably necessary for the construction, ownership, operation and maintenance of the Facility.

“Site Control” has the meaning set forth in Section 4.3 of this RFP.

“Threshold Requirements” has the meaning set forth in Section 4.3 of this RFP.

“Updated Framework” means the updated Framework for Competitive Bidding which was drafted to be more inclusive of various technologies, and filed on February 12, 2021 in Docket No. 2018-0165.

Any capitalized term not defined in this RFP has the meaning set forth in the Firm PPA.

DRAFT
REQUEST FOR PROPOSALS
FOR
FIRM RENEWABLE DISPATCHABLE GENERATION
ISLAND OF O‘AHU

FEBRUARY 28, 2022

Docket No. TBD

*Appendix B – Proposer’s Response Package /
Project Interconnection Data Request*

[Appendix B continues to be refined to further conform to all Contract types.]



**Hawaiian
Electric**

1.0 GENERAL INSTRUCTIONS TO PROPOSERS

Sourcing Intelligence®, developed by PowerAdvocate®, is the Electronic Procurement Platform that the Company has licensed and will utilize for the RFP process. All Proposals and all relevant information must be submitted via the Electronic Procurement Platform, in the manner described in this RFP.

Proposers must adhere to the response structure and file naming conventions identified in this Appendix for the Proposer’s response package. Information submitted in the wrong location/section or submitted through communication means not specifically identified by the Company will not be considered by the Company.

Proposers must provide a response for every item. If input/submission items in the RFP are not applicable to a specific Proposer or Proposal variation, Proposers must clearly mark such items as “N/A” (Not Applicable) and provide a brief explanation.

Proposers must clearly identify all confidential information in their Proposals, as described in more detail in Section 3.12 Confidentiality of the RFP.

All information (including attachments) must be provided in English. All financial information must be provided in U.S. Dollars and using U.S. credit ratings.

It is the Proposer’s sole responsibility to notify the Company of any conflicting requirements, ambiguities, omission of information, or the need for clarification prior to submitting a Proposal.

The RFP will be conducted as a “Sealed Bid” event within Sourcing Intelligence, meaning the Company will not be able to see or access any of the Proposer’s submitted information until after the event closes.

1.1 ELECTRONIC PROCUREMENT PLATFORM

To access the RFP event, the Proposer must register as a “Supplier”¹ on Sourcing Intelligence. One Proposal may be submitted with each Supplier registration. Minor variations, as defined in Section 1.8.2 and 1.8.3 of this RFP may be submitted along with the Proposal under the same registration.

If a Proposer is already registered on Sourcing Intelligence, the Proposer may use their current login information to submit their first Proposal. Up to three (3) variations of a Proposal, one of which is the base variation of the Proposal, may be submitted together as a Proposal by following the instructions outlined in this Appendix (see Section 4 below). If the Proposer chooses to submit more than one Proposal, the Proposer must register as a new “Supplier” on Sourcing Intelligence for each additional Proposal.

Each registration will require a unique username, unique Email address, and unique Company name. Proposers that require multiple registrations to submit multiple Proposals should use the Company name field to represent the Company name and Proposal number (ex: CompanyNameP1). Proposers may use shorthand or clear abbreviations. The unique Email address used to create the PowerAdvocate account does not necessarily have to

¹ The language in Appendix B sometimes refers to “Energy Contract Managers” as “Bid Event Coordinator” and to “Proposers” as “Suppliers” (Bid Event Coordinator and Supplier are terms used by PowerAdvocate).

match the Email address specified in Section 2.2.1 below. For example, if the Proposer is submitting multiple Proposals, all of the Proposer's Proposals could specify the same primary point of contact Email address if that is what the Proposer requests contact through for all their proposals.

Proposers can register for an account on Sourcing Intelligence by clicking on the "Registration" button (located in the top right corner of the webpage) on the PowerAdvocate website at the following address:

www.poweradvocate.com

The Proposer's use of the Electronic Procurement Platform is governed by PowerAdvocate's Terms of Use. By registering as a "Supplier" on the Electronic Procurement Platform, the Proposer acknowledges that the Proposer has read these Terms of Use and accepts and agrees that, each time the Proposer uses the Electronic Procurement Platform, the Proposer will be bound by the Terms of Use then accessible through the link(s) on the PowerAdvocate login page.

Once a Proposer has successfully registered as a "Supplier" with PowerAdvocate, the Proposer shall request access to the subject RFP event from the Company Contact via Email through the RFP Email Address set forth in Section 1.6 of the RFP. The Email request must list the Company Name field and username under which the Proposer has registered with PowerAdvocate. If the Proposer plans to submit multiple Proposals and has registered multiple accounts in accordance with the instructions above, the Email request must contain the Company Name field and username for each account that will be used to submit the Proposals. After being added to the event, the Proposer will see the bid event on their dashboard upon logging into Sourcing Intelligence. Once the RFP event opens, the Proposer may begin submitting their Proposal(s).

After registering and prior to the opening of the RFP, Proposers are encouraged to familiarize themselves with the Electronic Procurement Platform, including tabs and dashboard, and the PowerAdvocate Users Guide (RFP Appendix D), etc. Proposers should note that they will not be able to access any bid documents until the event officially opens.

Proposers may contact PowerAdvocate Support for help with registration or modification of registration if desired. Support is available from 8 AM to 8 PM Eastern Time (2 AM to 2 PM Hawai'i Standard Time when daylight savings is in effect) Monday to Friday, except for Holidays posted on the PowerAdvocate website, both by phone (857-453-5800) and by Email (support@poweradvocate.com).

Contact information for PowerAdvocate Support can also be found on the bottom border of the PowerAdvocate website: www.poweradvocate.com

Once the RFP event is opened, registered Proposers will have online access to general notices and RFP-related documents via the Electronic Procurement Platform. Proposers should also monitor the RFP Website throughout the RFP event.

1.2 PROPOSAL SUBMISSION PROCEDURES

An Email notification will be sent to all registered Proposers when the event has been opened to receive Proposals.

After logging onto the Electronic Procurement Platform, the RFP will be visible on the Proposer's dashboard with several tabs, including the following:

- “**1. Download Documents:**” Documents stored under this tab are provided for the Proposer’s use and information. All documents can be downloaded and/or printed, as required.
- “**2. Upload Documents:**” Proposal submission documents requested in Appendix B must be uploaded using this tab.
- Note that “3. Commercial Data:”, “4. Technical Data:”, and “5. Pricing Data:” tabs are NOT USED for this event.

Step-by-step instructions for submitting a complete Proposal are provided below:

1. Proposers must upload their Proposal files, including all required forms and files, to submit a complete Proposal. All files must be uploaded before the respective Proposal Due Date (RFP Section 3.1, Table 2).
2. Submit (upload) one consolidated PDF representing your Proposal via the “2. Upload Documents” tab. That Proposal PDF must abide by the format specified in this Appendix B. A MSWord.docx template that outlines the format of this document is available under the “1. Download Documents” tab for the Proposer’s use. **Response information must be provided in the order, format, and manner specified in this Appendix B and must clearly identify and reference the Appendix B section number that the information relates to.**
 - a. Proposers shall use a filename denoting: CompanyName_Proposal#.pdf.
(example: AceEnergy_P1.pdf)
3. Proposal information that cannot be easily consolidated into the PDF file described in Step 2 (such as large-scale drawing files) or files that must remain in native file format (such as computer models and spreadsheets) shall be **uploaded separately but must be referenced from within the main Proposal PDF file** (e.g., “See AceEnergyP1V2_2.5_SiteControlMap.kmz”). Such additional files must follow the naming convention below:
 - a. File names must include, in order, Company Name, Proposal number (if more than one Proposal being submitted per Proposer), Variation (if any variations are being submitted), Appendix B section number, and a file descriptor, as shown in the example file name below:
AceEnergyP1V2_2.5_SiteControlMap.kmz
Proposers may use abbreviations if they are clear and easy to follow.
4. Upload files using the “**2. Upload Documents**” tab on the Electronic Procurement Platform.
 - a. Select “Choose File...” Navigate to and choose the corresponding file from your computer.
 - b. For all documents identify the “Document Type” as “Technical Information.” (Do not identify any documents as “Commercial and Administrative” or “Pricing.”)
 - c. “Reference ID” may be left blank.

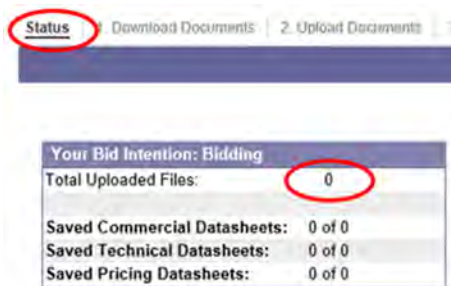
There is no limit to the number or size of files that can be uploaded. Multiple files may be grouped into a .zip archive for upload. (Any zipped files must still adhere to the naming directions in #3 above.) When successfully uploaded, documents will appear under the “Bid Submissions” section on the bottom of the tab's page, organized within the “Technical Information” Document Type. Repeat steps a, b, and c, as required for each file upload.

If a file with the same name is uploaded twice, the Platform will provide notification of the duplication and automatically append a unique numerical extension to the Document Name. To delete a file that has been previously uploaded, click on the “X” button in the “Actions” column. Do not upload any files prior to the issuance of the Final RFP.

5. The Company will not be responsible for technical problems that interfere with the upload or download of Proposal information. Support is available to answer technical questions about PowerAdvocate’s Sourcing Intelligence from 8 AM to 8 PM Eastern Time (2 AM to 2 PM Hawai‘i Standard Time when daylight savings is in effect) Monday to Friday, except for Holidays posted on the PowerAdvocate website, both by phone (857-453-5800) and by Email (support@poweradvocate.com).
6. Proposers are strongly encouraged to start early and avoid waiting until the last minute to submit the required information. Proposers are allowed to add, modify, and/or delete documents that have been previously submitted any time prior to the event close deadline. It is the Proposer’s responsibility to ensure a complete Proposal is uploaded into PowerAdvocate before the Proposal Due Date.
7. Any questions or concerns regarding the RFP may be submitted to the Company Contact via the RFP Email address provided in Section 1.6 of the RFP. Per RFP Section 1.4.2, the Independent Observer will monitor communication within the bid event. Proposers should include the Independent Observer Email Address when submitting questions to the RFP Email Address. Proposers are responsible for following instructions and uploading documents in their appropriate locations. Documents uploaded in the wrong tab will not be considered by the Company.

1.3 PROPOSAL COMPLETION AND CONFIRMATION PROCEDURES

To confirm the submission of all proposal files, in the “Status” tab on the Electronic Procurement Platform, confirm that the “Total Uploaded Files” is the number of expected files to be included in the submission by checking it against your list of submitted files. Example “Status” tab view:



As stated above in Section 1.2, nothing should be uploaded to the Commercial, Technical or Pricing Datasheet tabs. Documents uploaded there will not be included in your Proposal submission.

1.3.1 **Proposal Fee Delivery Information.** Provide the Proposal Fee submission information for this Proposal. Include:

- The Date the Proposal Fee was sent.
- The delivery service used and the tracking number for the parcel.

- The U.S.-chartered bank name that issued the cashier’s check and the check number.

2.0 PROPOSAL (BASE VARIATION) SUMMARY TABLE

Base variation Proposal Summary. If proposal variations are submitted, any changes to the summary information for such variations must be specifically identified in a similar table placed in Section 3 of this Appendix, as applicable.

To be filled out in its entirety by IPP or Affiliate Proposers:

1	Proposer Name (Company Name)	
2	Parent Company/Owner/Sponsor/Business Affiliation/etc.	
3	Project Name	
4	Net Nameplate Capacity (MW)²	
4a	Installed nameplate capacity: the aggregate sum of the net nameplate active power capabilities of all generator installed.	
5	Proposed Facility Location, Street Address if available, or what City/Area on the island is it near	
6	TMK(s) of Facility Location (use 9 digits TMK format)³	
7	Point of Interconnection’s Circuit or Substation Name	
7a	Coordinates for Point(s) of Interconnection (use decimal degrees)⁴	
8	Proposal Contract Term (Years)	30 Years
9	Proposal Guaranteed Commercial Operations Date (MM/DD/YYYY)	
10	What is the Project Generation Technology?	
11	Does the project have a minimum dispatch limitation?	
11a	If “yes”, please specify the limitation.	
12b	Incremental cost required to enable Black Start, if any and if applicable (\$)	
14	The Proposer hereby certifies that the Project meets all performance attributes identified in Section 2.1 of the RFP? (Yes/No)	
15	The Proposer hereby certifies that no single point of failure from the Facility shall result in a decrease of active power measured at the Facility point of interconnection greater than 142 MW. (Yes/No)	

² A Project’s Net Nameplate Capacity is the net maximum output (MWac) of the Facility at the point(s) of interconnection, whether that maximum is based on: nameplate power rating of energy generating equipment sizing; expected losses in delivery of power to the point(s) of interconnection; and/or any project control system involved in managing the delivery of power to the point(s) of interconnection. This value, subject to verification by the Company, will determine how a project is evaluated relative to the terms and requirements of the RFP, including, but not limited to ability to interconnect to a transmission line. In the Firm PPA, this value will be the default Contract Capacity.

³ Island Number (1 digit); Zone Number (1 digit); Section Number (1 digit); Plat Number (3 digits, add leading zeros if less than 3 digits); Parcel Number (3 digits, add leading zeros if less than 3 digits)

⁴ Decimal degrees (YY.YYYYYY, -XXX.XXXXXX) latitude and longitude coordinates of the Point of Interconnection for the project. If there is more than one interconnection point, specify each.

16	The Proposer hereby certifies that the Proposal (including its pricing elements) is not contingent upon changes to existing County, State or Federal laws or regulations or certain Firm PPA modifications being accepted. (Yes/No)	
17	The Proposer hereby agrees to provide Development Period Security and Operating Period Security as set forth in the Firm PPA. (Yes/No)	
18	The Proposer hereby certifies under penalties of perjury that this Proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business partnership, corporation, union, committee, club, or organization, entity, or group of individuals. (Yes/No)	
19	The Proposer hereby certifies that the Proposer, its parent company, or any affiliate of the Proposer has not either defaulted on a current contract with the Company, unless such default was cured by the contracting Proposer, parent company, or affiliate in an expeditious manner to the satisfaction of the Company; or had a contract terminated by the Company due to action or inaction by the Proposer in accordance with the applicable contract, which was not reinstated or otherwise superseded by a subsequent contract; or has any pending litigation in which the Proposer, parent company, or affiliate has made claims against the Company, which is not subject of a settlement agreement that is currently in effect. (Yes/No)	
20	The Proposer hereby acknowledges that the Company reserves the right, per PUC Order 36536, to select less than the full amount of generation solicited in this RFP in the event that specific Hawaiian Electric system needs are revised during the course of the RFP process. (Yes/No)	
21	Does the Proposer accept the contract terms identified in the Firm PPA in its entirety? (Yes/No)	
21a	If the response to #21 is “No”, specify the name of the Microsoft Word red-line file that identifies the proposed modifications to the agreement, provided, however, that such proposed modifications shall be limited to targeted revisions to, and not deletions or waivers of, the agreement’s terms, conditions, covenants, requirements or representations.	

To be filled out in its entirety by any Hawaiian Electric Proposers:

1	Proposer Name (Company Name)	
2	Parent Company/Owner/Sponsor/Business Affiliation/etc.	
3	Project Name	
4	Net Nameplate Capacity (MW)⁵	
4a	Installed nameplate capacity: the aggregate sum of the net nameplate active power capabilities of all generator installed.	
5	Proposed Facility Location, Street Address if available, or what City/Area on the island is it near	
6	TMK(s) of Facility Location (use 9 digits TMK format)⁶	
7	Point of Interconnection's Circuit or Substation Name	
7a	Coordinates for Point(s) of Interconnection (use decimal degrees)⁷	
8	Proposal Contract Term (Years)	30 Years
9	Proposal Guaranteed Commercial Operations Date (MM/DD/YYYY)	
10	What is the Project Generation Technology?	
11	Does the project have a minimum dispatch limitation?	
11a	If "yes", please specify the limitation.	
12b	Incremental cost required to enable Black Start, if any and if applicable (\$)	
14	The Proposer hereby certifies that no single point of failure from the Facility shall result in a decrease of active power measured at the Facility point of interconnection greater than 142 MW. (Yes/No)	
15	The Proposer hereby certifies that the Proposal (including its pricing elements) is not contingent upon changes to existing County, State or Federal laws or regulations or certain Firm PPA modifications being accepted. (Yes/No)	
16	The Proposer hereby certifies under penalties of perjury that this Proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club, or organization, entity, or group of individuals. (Yes/No)	
17	The Proposer hereby acknowledges that the Company reserves the right, per PUC Order 36536, to select less than the full amount of generation solicited in this RFP in the event that specific Hawaiian Electric system needs are revised during the course of the RFP process. (Yes/No)	
18	Does the Proposer accept the contract terms identified in the Firm PPA in its entirety? (Yes/No)	

⁵ A Project's Net Nameplate Capacity is the net maximum output (MWac) of the Facility at the point(s) of interconnection, whether that maximum is based on: nameplate power rating of energy generating equipment sizing; expected losses in delivery of power to the point(s) of interconnection; and/or any project control system involved in managing the delivery of power to the point(s) of interconnection. This value, subject to verification by the Company, will determine how a project is evaluated relative to the terms and requirements of the RFP, including, but not limited to ability to interconnect to a transmission line. In the Firm PPA, this value will be the default Contract Capacity.

⁶ Island Number (1 digit); Zone Number (1 digit); Section Number (1 digit); Plat Number (3 digits, add leading zeros if less than 3 digits); Parcel Number (3 digits, add leading zeros if less than 3 digits)

⁷ Decimal degrees (YY.YYYYYY, -XXX.XXXXXX) latitude and longitude coordinates of the Point of Interconnection for the project. If there is more than one interconnection point, specify each.

18a	<p>If the response to #18 is “No”, specify the name of the Microsoft Word red-line file that identifies the proposed modifications to the agreement, provided, however, that such proposed modifications shall be limited to targeted revisions to, and not deletions or waivers of, the agreement’s terms, conditions, covenants, requirements or representations.</p>		
19	Year (YYYY)	Project Capital Cost (\$)	<p>Extend the table for questions 19, 20, and 21 for as many years as needed.</p>
20	Year (YYYY)	O&M Cost (\$)	
21	Year (YYYY)	Annual Revenue Requirement (\$)	

2.1 REQUIRED FORMS ACCOMPANYING PROPOSAL PDF

The following forms must accompany each proposal, attached to the Proposal PDF, and uploaded via the “2. Upload Documents” tab:

- Document signed by an officer or other Proposer representative **authorizing the submission** of the Proposal.
- Fully executed Oahu Firm **Mutual Confidentiality and Non-Disclosure Agreement** (Appendix E to the RFP, may be downloaded from the “1. Download Documents” tab in the Electronic Procurement Platform).
- **Certificate of Vendor Compliance** for the Proposer.
 - **Certificate of Good Standing** for the Proposer and **Federal and State tax clearance certificates** for the Proposer may be provided in lieu of the Certificate of Vendor Compliance.
- **Certification of Counsel for Proposer**, if applicable. (See Appendix B Attachment 1.)
- **Pro Forma Cashflow** sheet for each Proposal variation. (See Section 2.3.2.2 and Appendix B Attachment 8.)
- Completed applicable **Project Interconnection Data Request worksheet** for the proposed technology and, **project diagram(s)**. **Models for equipment and controls, list(s)** identifying components and **respective files** (for inverters and power plant controller), and **complete documentation with instructions** as specified in the Data Request worksheet shall be submitted within the respective timeframes specified in Section 5.1 of the RFP.⁸ (See Section 2.11.1 below)
- [For Hawaiian Electric Proposals Only] **Hawaiian Electric Proposal Team Certification Form**. See Appendix G Attachment 1.
- [For Hawaiian Electric Proposals Only] **Revenue Requirements Worksheets** that support the annual revenue requirements estimates shall be submitted. A starter revenue requirements template file can be requested by the Hawaiian Electric Proposal Team via email to the RFP Email Address once the RFP event opens. The revenue requirements worksheets submitted will be customized by the Hawaiian Electric Proposal Team to reflect the details of the Project’s Proposal. All assumptions used will be reflected in an assumptions input tab.

2.2 PROPOSAL SUMMARY/CONTACT INFORMATION

2.2.1 Provide a **primary point of contact** for the Proposal being submitted:

- Name
- Title
- Mailing Address
- Phone Number
- Email Address – this will be the official communication address used during the RFP process

2.2.2 **Executive Summary of Proposal.** The executive summary must include an approach and description of the important elements of the Proposal, including variation descriptions if variations to the base

⁸ If the Models, lists, respective files, and complete documentation are not submitted with the Proposal upload, they shall be submitted via PowerAdvocate’s Messaging as attachments within the respective timeframes specified in Section 5.1 of the RFP.

variation are being submitted. Refer to Section 1.8.2 and 1.8.3 of the RFP for an explanation of minor variations allowed. If variations to the base variation are proposed, a **table summarizing the differences among the variations** shall be included in this section.

2.2.3 **Pricing information.** Pricing information must be filled out in the Section 2.0 Proposal Summary Table above. If variations to the base variation are proposed, each variation's pricing summary must be identified in a similar pricing table in Section 3 as applicable. Proposers must provide pricing information only in those table sections – do not embed pricing information in any other portion of the Proposal PDF. Cost information is allowed in the Pro Forma Cashflow sheet that is submitted with each Proposal variation. **[For Hawaiian Electric Proposals Only]** Cost information is allowed in the Revenue Requirements Worksheet that supports the annual revenue requirements estimates.

2.2.4 Provide a **high-level overview of the proposed Facility**, including at a minimum the following information:

- Installed Nameplate Capacity (MW)
- Net Nameplate Capacity of the Facility at the Point(s) of Interconnection (MW) (see Section 2.0 for definition)
- Identified Available MW Capacity at the Point(s) of interconnection (MW). Identify the source where the Available MW Capacity value was acquired (e.g., Company's response to Proposer's inquiry on X date).
- Technology Type
- Number of Generators
- Rated Output of each Generator
- Generator Facility Design Characteristics
- Fuel Source for Generation

Firm generation projects that operate on fuel must:

- Specify if the Proposer agrees to commit to provide the fuel for the entire proposed term of the Firm PPA? (yes/no)
- A guaranteed heat rate curve for the Facility must be provided with your Proposal. The guaranteed heat rate curve must be specified as a three-term second-order polynomial.
- Specify and describe any minimum monthly/quarterly/annual fuel purchases required in your fuel contract, or specify if no minimum fuel purchase is required.
- Specify and describe any minimum loads or minimum up-times that are driven by the technical and operational capabilities of your Facility, or specify if there is no minimum.
- Your fuel storage design and fuel storage plan must be provided that will ensure sufficient fuel on O'ahu to operate your Facility for at least 47 days based on expected dispatch of the Project.
- Evidence that the fuel will be secured for the duration of the Firm PPA term must be provided. [For Biofuel fuel source Projects] Provide evidence of a fuel supply for at least the first 3 years of the Firm PPA term.
- Provide an approximate number of days per year of planned maintenance.
- Provide applicable operational constraints if known. (e.g. hot / cold start times, start-up fuel requirements, start-up and shut-down sequence, operational constraints for environmental compliance, noise restrictions, etc.)

- Provide your Facility’s ramp rate (MW/min) or point to where information is located if provided in another part of your Proposal.
- [For Biofuel fuel source Projects] A biofuel price forecast must be provided with your Proposal.

2.3 FINANCIAL

Provide the following financial information identified below. As specified in the General Instructions in Section 1.0 above, all information (including attachments) must be provided in English, be provided in U.S. Dollars and use U.S. credit ratings.

2.3.1 Identification of Equity Participants

2.3.1.1 Who are the **equity participants** in the Project (or the equity partners’ other partners)?

2.3.1.2 Provide an **organizational structure** for the Proposer including any general and limited partners and providers of capital that identifies:

- Associated responsibilities from a financial and legal perspective
- Percentage interest of each party

2.3.2 Project Financing

2.3.2.1 **How will the Project be financed** (including construction and term financing)? Address at a minimum:

- The Project’s projected financial structure
- Expected source of debt and equity financing

2.3.2.2 Complete the **Pro Forma Cashflow** sheet for each proposal variation (base and optional variation). Should any conflict arise between the information provided in the Pro Forma Cashflow sheet or the Proposal PDF, the Proposal PDF shall take precedence. The Pro Forma Cashflow template can be downloaded from the “1. Download Documents” tab in the Electronic Procurement Platform. The file is labelled as Appx B Att 8 Pro Forma.

2.3.2.3 Discuss and/or provide **supporting information on any project financing guarantees**.

2.3.2.4 Describe any **written commitments obtained from the equity participants**.

2.3.2.5 Describe any **conditions precedent to project financing**, and the Proposer’s plan to address them, other than execution of the Firm PPA or any other applicable project agreements and State of Hawai‘i Public Utilities Commission approval of the Firm PPA and other agreements.

2.3.2.6 Provide any **additional evidence to demonstrate that the Project is financeable**.

2.3.3 Project Financing Experience of the Proposer

Describe **the project financing experience of the Proposer** in securing financing for projects of a similar size (i.e., no less than two-thirds the size) and technology as the one being proposed including the following information for any referenced projects:

- Project Name

- Project Technology
- Project Size
- Location
- Date of Construction and Permanent Financing
- Commercial Operations Date
- Proposer's Role in Financing of the Project
- Off-taker
- Term of the Interconnection Agreement
- Financing Structure
- Major Pricing Terms
- Name(s) of Finance Team Member(s); Time (i.e., years, months) worked on the project and Role/Responsibilities

2.3.4 Evidence of the Proposer's Financial Strength

2.3.4.1 Provide **copies of the Proposer's audited financial statements** (balance sheet, income statement, and statement of cash flows):

- Legal Entity
 - Three (3) most recent fiscal years
 - Quarterly report for the most recent quarter ended
- Parent Company
 - Three (3) most recent fiscal years
 - Quarterly report for the most recent quarter ended

2.3.4.2 Provide the **current credit ratings** for the Proposer (or Parent Company, if not available for Proposer), affiliates, partners, and credit support provider:

- Standard & Poor's
- Moody's
- Fitch

2.3.4.3 Describe any **current credit issues** regarding the Proposer or affiliate entities raised by rating agencies, banks, or accounting firms.

2.3.4.4 Provide any **additional evidence that the Proposer has the financial resources and financial strength** to complete and operate the Project as proposed.

2.3.5 Provide **evidence** that the Proposer can **provide the required securities**

2.3.5.1 Describe the Proposer's **ability (and/or the ability of its credit support provider) and proposed plans to provide the required securities** including:

- Irrevocable standby letter of credit
- Sources of security
- Description of its credit support provider

2.3.6 Disclosure of Litigation and Disputes

Disclose any **litigation, disputes, and the status of any lawsuits or dispute resolution** related to projects owned or managed by the Proposer or any of its affiliates.

2.3.7 State to the best of the Proposer’s knowledge: Will the Project result in **consolidation** of the Developer entity’s finances onto the Company’s financial statements under FASB 810. **Provide supporting information** to allow the Company to verify such conclusion.

2.4 CONTRACT EXCEPTIONS

2.4.1 **State whether the Proposer accepts the contract terms identified in the Firm PPA** in its entirety or if modifications to the Firm PPA are proposed. If Proposers elect to propose modifications to the Firm PPA, **identify the name of the Microsoft Word red-line file** in the proposal submission that offers the proposed modifications to the model language that the Proposer is agreeable to.

2.4.2 Proposers electing to propose modifications must **provide a Microsoft Word red-line version of the Firm PPA** identifying specific proposed modifications to the model language that the Proposer is agreeable to and a detailed explanation and supporting rationale for each modification. General comments, drafting notes and footnotes such as “parties to discuss” are unacceptable and will be considered non-responsive.

Proposers that do not upload redlines of the Firm PPA with their Proposal submission will be deemed to have accepted the Firm PPA in its entirety. If no modifications are proposed, please state in this section “no modifications to the Model Firm PPA”.

As set forth in RFP Section 3.8.6.1, proposed modifications to the Firm PPA will be subject to negotiation between the Company and the Final Award Group and should not be assumed to have been accepted either as a result of being selected to the Final Award Group or based on any previously executed PPA.

2.5 SITE INFORMATION

2.5.1 The Proposal must demonstrate that the Proposer has Site Control for all real property required for the successful implementation of a specific Proposal at a Site not controlled by the Company, including any Interconnection Facilities for which the Proposer is responsible. In addition, developmental requirements and restrictions such as zoning of the Site and the status of easements must be identified. **Proposer must provide documentation set forth in RFP Section 4.3 to prove Site Control.**

2.5.2 Provide a **map of the Project site** that clearly identifies:

- Location of the parcel on which the site is located
- Tax map key number (9-digit format: Island Number (1 digit), Zone Number (1 digit), Section Number (1 digit), Plat Number (3 digits, add leading zeros if less than 3 digits), Parcel Number (3 digits, add leading zeros if less than 3 digits)
- Site boundaries (if the site does not cover the entire parcel)
- Total acreage of the site
- Point(s) of Interconnection
- Relationship of the site to other local infrastructure

- 2.5.3 Provide a **site layout plan** which illustrates:
- Proposed location of all equipment
 - Proposed location of all facilities on the site, including any proposed line extensions
- 2.5.4 Describe the **Interconnection route** and include:
- Site sketches of how the facility will be interconnected to the Company’s System (above-ground and/or underground).
 - Identify the approximate latitude and longitude of the proposed Point of Interconnection, in decimal degrees format, to six (6) decimal places.
 - Description of the rationale for the interconnection route.
- 2.5.5 Identify **any rights-of-way or easements** that are required for access to the site or for interconnection route:
- Describe the status of rights-of-way or easement acquisition.
 - Describe the detailed plan for securing the necessary rights-of-way or easement, including the proposed timeline and any evidence of any steps taken to date. Proposers must provide a credible and viable plan for obtaining such rights-of-way or easement(s), including the proposed timeline, the identification of all steps necessary to obtain such right-of-way or easement(s), and evidence of any steps taken to date. In addition, developmental requirements and restrictions such as zoning of the Site and the status of easements must be identified.
- 2.5.6 Provide the following information related to **land use and impervious cover**⁹ of the proposed Project:
- **Land use map** including current zoning of the proposed Project site and adjacent properties; indicate percentage of the proposed Project site for each zoning type identified.
 - **Map depicting existing impervious cover** of the proposed Project site; include the current percentage of impervious cover of the utilized area for the proposed Project.
 - **Map depicting final impervious cover** of the proposed Project site; include the proposed percentage of impervious cover of the utilized area for the proposed Project.
 - If the proposed Project is on reclaimed land, such as Brownfield, included a complete description of the reclaimed land and any current land use restrictions.

2.6 ENVIRONMENTAL REVIEW, PERMITTING PLAN, ENVIRONMENTAL COMPLIANCE/IMPACTS

Scoring of proposals for the non-price evaluation criteria of this section will be based on the completeness and thoroughness of responses to each of the criteria listed below. The Company recommends that each Proposal incorporate the list below as an outline together with complete and thorough responses to each item in the list.

⁹ As defined by the EPA ([8 Tools of Watershed Protection in Developing Areas | Watershed Academy Web | US EPA](#)), “the sum total of all hard surfaces within a watershed including rooftops, parking lots, streets, sidewalks, driveways, and surfaces that are impermeable to infiltration of rainfall into underlying soils/groundwater.”

Proposals that closely follow this recommendation will typically be awarded higher scores than proposals that do not.

2.6.1 Describe your **overall land use and environmental permits and approvals strategy** and approach to obtaining successful, positive results from the agencies and authorities having jurisdiction, including:

- Explanation of the conceptual plans for siting
- Studies/assessments
- Permits and approvals
- Gantt format schedule which identifies the sequencing of permit application and approval activities and critical path. (Schedule must be in MM/DD/YY format.)

2.6.2 Discuss the **City Zoning and State Land Use Classification**:

- Identify present and required zoning and the ability to site the proposed Project within those zoning allowances.
- Identify present and required land use classifications and the ability to site the proposed Project within those classifications.
- Provide evidence of proper zoning and land use classifications for selected site and interconnection route.
- If changes in the above are required for the proposed Project, provide a plan and timeline to secure the necessary approvals.

2.6.3 Identify all required discretionary and non-discretionary **land use, environmental and construction permits, and approvals** required for development, financing, construction, and operation of the proposed Project, including but not limited to zoning changes, Environmental Assessments, and/or Environmental Impacts Statements.

Provide a **listing of such permits and approvals** indicating:

- Permit Name
- Federal, State, or Local agencies and authorities having jurisdiction over the issuance
- Status of approval and anticipated timeline for seeking and receiving the required permit and/or license
- Explanation of your basis for the assumed timeline
- Explain any situation where a permit or license for one aspect of the Project may influence the timing or permit of another aspect (e.g. a case where one permit is contingent upon completion of another permit or license), if applicable.
- Explain your plans to secure all permits and approvals required for the Project.

2.6.4 Provide a **preliminary environmental assessment of the site** (including any pre-existing environmental conditions) and potential short- and long-term **impacts** associated with, or resulting from, the proposed Project – including direct, indirect, and cumulative impacts associated with development, construction, operation, and maintenance of the proposed Project in every area identified below. Discuss if alternatives have been or will be considered. The assessment shall also include Proposer's short- and long-term plans to mitigate such impacts and explanation of the mitigation strategies for, but not limited to, each of the major environmental areas as presented below:

- Natural Environment
 - Air quality
 - Biology (Natural habitats and ecosystems, flora/fauna/vegetation, and animals, especially if threatened or endangered)

- Climate
- Soils
- Topography and geology
- Land Regulation
 - Land Uses, including any land use restrictions and/or pre-existing environmental conditions/contamination
 - Flood and tsunami hazards (including the site's flood zone based on the Hawaii Department of Land and Natural Resources flood map)
 - Noise
 - Roadways and Traffic
 - Utilities
- Socio-Economic Characteristics
- Aesthetic/Visual Resources
- Solid Waste
- Hazardous Materials
- Water Quality
- Public Safety Services (Police, Fire, Emergency Medical Services)
- Recreation
- Potential Cumulative and Secondary Impacts

2.6.5 Provide a **decommissioning plan**, including:

- Developing and implementing program for recycling to the fullest extent possible, or otherwise properly disposing of installed infrastructure, if any, and
- Demonstrating how restoration of the Site to its original ecological condition is guaranteed in the event of default by the Proposer in the applicable Site Control documentation.

2.6.6 Provide a response to the following question:

- Does the Proposer intend to reduce carbon emissions from the proposed facility? If so, please describe how reductions will be made.

2.6.7 [DRAFTING NOTE – Company will provide emissions factors for different renewable generation technologies based on publicly available industry data, and Proposers will use the applicable factor to perform a high-level calculation of lifecycle carbon emissions for the proposed Project. An update will be provided in a future draft of this RFP.]

2.7 CULTURAL RESOURCE IMPACTS

2.7.1 Provide a **proposal to ensure cultural sites are identified and carefully protected** as part of a cultural impact plan as it pertains to the Project Site and interconnection route. This proposal must include at a minimum:

- An initial analysis that identifies:
 - 1) valued cultural, historical, or natural resources in the area in question, including the extent to which traditional and customary native Hawaiian rights are exercised in the area;
 - 2) the extent to which those resources – including traditional and customary native Hawaiian rights – will be affected or impaired by the proposed action; and

- 3) the feasible action, if any, to be taken to reasonably protect any identified cultural, historical, or natural resources in the area in question, and the reasonable protection of traditional and customary native Hawaiian rights in the affected area.
- Proposer’s experience with cultural resource impacts on past projects
- Consultant’s experience with cultural resource impacts on past projects (name, firm, relevant experience)
- Status of the cultural impact plan (including, but not limited to: Cultural Impact Assessment, Cultural Landscape Study, Cultural Resource Management Plan, Ethnographic Survey, Consultation on Section 106 Process, and/or Traditional Cultural Property Studies)

2.8 COMMUNITY OUTREACH

Gaining community support is an important part of a Project’s viability and success. An effective Community Outreach Plan will call for early meaningful communications with stakeholders and will reflect a deep understanding and respect for the community’s desire for information. The public meeting and comment solicitation process described in Section 5.3 of the RFP is intended to support that premise and the Commission’s desire to increase bid transparency within the RFP process. When developers neglect to demonstrate transparency and a willingness to engage in early and frequent communication with Hawaii’s communities, costly and timely challenges to their projects have resulted. In some instances, projects have failed. Incorporating transparency during the competitive bidding phase may seem unconventional, but it has become an essential community expectation. Developers must share information and work with communities to address concerns through careful listening, thoughtful responsiveness, and a commitment to respect the environmental and cultural values of Hawai‘i.

2.8.1 Provide a **detailed Community Outreach Plan** to work with and inform neighboring communities and stakeholders and to provide them timely information during all phases of the Project. The plan shall address, but not be limited to, the following items:

- Project description
- Community scoping
- Project benefits
- Government approvals
- Development process
- Identification of communities and other stakeholders that may be affected by the proposed Project:
 - How will they be affected?
 - What mitigation strategies will the Proposer implement?
- Community benefits package:
 - Specify the amount of funds (\$) that the Proposer will commit on an annual basis to provide as community benefits. As described in Section 4.4.2 of the RFP, at a minimum, Proposers should commit to setting aside [\$3,000 per MW, up to \$200,000 per year,] for community benefits.
 - Any other community benefits (in addition to community funding) that will provide direct benefit to the Project’s host community
- Comprehensive communication strategy with affected communities and the general public regarding the proposed Project:
 - Describe frequency of communication

- Provide source of information
- Identify communication outlets
- Describe opportunities, if any for affected communities and general public to provide the developer with feedback and comments on the proposed Project
- Outreach experience

Proposers are reminded of RFP Section 3.4.2 including the provision of Proposals must provide all referenced material if it is to be considered during the Proposal evaluation.

2.8.2 Provide any **documentation of local community support or opposition** including any letters from local organizations, newspaper articles, or communications from local officials.

2.8.3 Provide a **description of community outreach efforts** already taken or currently underway, including the names of organizations and stakeholders contacted about the proposed Project.

2.8.4 Describe any anticipated or negotiated investment in the community and other **community benefits** that the Proposer proposes to provide in connection with the Project, along with an estimated value of the community benefits in dollars (including the cost to Proposers providing the benefits and supporting details on how those costs and benefits were derived).

2.8.5 All Proposers selected to the Final Award Group must display the below table of information on their website as described in Section 5.3 of the RFP to provide communities Project information that is of interest to them in a standard format. All information in this table must be included in all community presentations in addition to the Proposer’s project website.

PROJECT SUMMARY AND COMMUNITY OUTREACH PLAN

*	Proposer Name (Company name)	
*	Parent Company/Owner/Sponsor/Business Affiliation/etc.	
*	Project Name	
*	Project Capacity (MW) (must match Proposal information)	
*	Proposed Facility Location, Street Address if available, or what City/Area on the island it is near	
*	TMK(s) of Facility Location (must match Proposal information)	
*	Point of Interconnection’s Circuit (must match Proposal information)	
*	Project Description (in 200 words or less)	<i>(A description that includes information about the project that will enable the community to understand the impact that the Project might have on the community.)</i>
*	Project site map	<i>(provide a map similar to what was provided in Section 2.5.2)</i>
*	Site layout plan	<i>(provide a layout similar to what was provided in Section 2.5.3)</i>

*	Interconnection route	<i>(provide a map of the route similar to what was provided in Section 2.5.4)</i>
Environmental Compliance and Permitting Plan		
*	Overall land use and environmental permits and approvals strategy	<i>(provide information in level of detail as provided in Section 2.6.1)</i>
*	Gantt format schedule which identifies the sequencing of permit applications and approval activities and critical path. Schedule must be in MM/DD/YY format)	<i>(provide information in level of detail as provided in Section 2.6.1)</i>
*	City Zoning and Land Use Classification	<i>(provide information in level of detail as provided in Section 2.6.2)</i>
*	Discretionary and non-discretionary Land use, environmental and construction permits and approvals	<i>(provide information in level of detail as provided in Section 2.6.3)</i>
*	Listing of Permits and approvals	<i>(provide information in level of detail as provided in Section 2.6.3)</i>
*	Preliminary environmental assessment of the Site (including any pre-existing environmental conditions)	<i>(provide information in level of detail as provided in Section 2.6.4)</i>
Cultural Resource Impacts		
*	Proposer's updated Community Outreach Plan must include a plan that (1) identifies any cultural, historic or natural resources that will be impacted by the Project (2) describes the potential impacts on these resources and (3) identifies measures to mitigate such impacts.	<i>(provide information in level of detail as provided in Section 2.7)</i>
Community Outreach		
*	Detailed Community Outreach Plan	<i>(provide key information from Community Outreach Plan as specified in Section 2.8.1 or provide a link to updated comprehensive Community Outreach Plan)</i>
*	Local community support or opposition	<i>(provide latest comprehensive information)</i>
*	Community outreach efforts	<i>(provide latest comprehensive information)</i>
*	Community benefits	<i>(provide latest comprehensive information)</i>

2.9 OPERATIONS AND MAINTENANCE (O&M)

2.9.1 To demonstrate the long-term operational viability of the proposed Project, describe the **planned operations and maintenance**, including:

- Operations and maintenance funding levels, annually, throughout the term of the contract.

- Description of the operational requirements by frequency (daily, weekly, monthly, yearly, as-necessary, run hour interval) and maintenance requirements by frequency (daily, weekly, monthly, yearly, as-necessary, run hour interval).
- A discussion of the staffing levels proposed for the Project and location of such staff. If such staff is offsite, describe response time and ability to control the Project remotely.
- Technology specific maintenance experience records.
- Identification of any O&M providers.
- The expected role of the Proposer (Owner) or outside contractor.
- Scheduling of major maintenance activity.
- Plan for testing equipment.
- Estimated life of Generation and associated Interconnection Facilities.
- Safety plan, including historical safety records with environmental history records, violations, and compliance plans.
- Security plan.
- Site maintenance plan.
- Substation equipment maintenance plan.

2.9.2 State whether the Proposer would **consider 24-hour staffing**. Explain how this would be done.

2.9.3 Describe the **Proposer's contingency plan**, including the Proposer's mitigation plans to address failures. Such information should be described in the Proposal to demonstrate the Project's reliability with regard to potential operational issues.

2.9.4 Describe if the Proposer will **coordinate their maintenance schedule** for the Project with the Company's annual planned generation maintenance. See Article 5 of the Firm PPA.

2.9.5 Describe the **status of any O&M agreements or contracts** that the Proposer is required to secure. Include a discussion of the Proposer's plan for securing a long-term O&M contract.

2.9.6 Provide **examples of the Proposer's experience** with O&M services for other similar projects.

2.10 PERFORMANCE STANDARDS

2.10.1 Design and operating information. Provide a **description of the project design**. Description shall include:

- Configuration description, including conceptual or schematic diagrams
- Overview of the Facility Control Systems – central control and inverter- or resource-level control
- Diagrams approved by a Professional Electrical Engineer registered in the State of Hawai'i, indicated by the presence of the Engineer's Professional seal on all drawings and documents. Including but not limited to:
 - A single-line diagram, relay list, trip scheme and settings of the generating facility, which identifies the Point of Interconnection, circuit breakers, relays, switches, synchronizing equipment, monitoring equipment, and control and protective devices and schemes.

- A three-line diagram which shows the Point of Interconnection, potential transformer (PT) and current transformer (CT) ratios, and details of the generating facility configuration, including relays, meters and test switches.

2.10.1.1 Provide the projected **hourly annual energy potential production profile of the Facility**¹⁰ (24 hours x 365 days, 8760 generation profile).

2.10.1.2 Provide the **sample rate of critical telemetry** (i.e. frequency and voltage) based on inputs to the facility control systems.

2.10.1.3 Reserved.

2.10.2 **Capability of Meeting Performance Standards.** The proposed Facility must meet the performance attributes identified in this RFP and the Performance Standards identified in the Firm PPA. Provide **confirmation that the proposed Facility will meet the requirements identified in the Firm PPA** or provide clarification or comments about the Facility's ability to meet the performance standards. Proposals should include sufficient documentation to support the stated claim that the Facility will be able to meet the Performance Standards. The Proposal should include information required to make such a determination in an organized manner to ensure this evaluation can be completed within the evaluation review period.

2.10.3 **Reactive Power Control:** Provide the facility's ability to meet the Reactive Power Control capabilities, including Voltage Regulation at the point of interconnection, required in the Performance Standards, including contribution from the inverters of generation and/or storage and means of coordinating the response. Provide the inverter capability curve(s). Confirm ability to provide reactive power at zero active power.

2.10.4 **Ramp Rate** for Generation Facilities: Confirm the ability to meet the ramp rate requirement specified in the Firm PPA.

2.10.5 **Undervoltage ride-through:** Provide the facility's terminal voltage level(s) and elapsed time at which the facility will disconnect from the utility system during the disturbance, if any. Confirm the ability to meet ride-through requirements and include supporting documentation regarding inverter design, control parameters, etc.

2.10.6 **Overvoltage ride-through:** Provide the facility's terminal voltage level(s) and elapsed time at which the facility will disconnect from the utility system during the disturbance, if any. Confirm the ability to meet ride-through requirements and include supporting documentation regarding inverter design, control parameters, etc.

2.10.7 **Transient stability ride-through:** Provide the facility's ability to stay online during Company System: (1) three-phase fault located anywhere on the Company System and lasting up to__ cycles; and (2) a single line to ground fault located anywhere on the Company System and lasting up to__ cycles. Provide the Facility's ability to withstand subsequent events.

¹⁰ The projected hourly annual energy production profile is the projected output from the generating facility without curtailment.

2.10.8 **Underfrequency ride-through:** Provide the facility’s terminal frequency level(s) and elapsed time at which the facility will disconnect from the utility system during the disturbance, if any. Confirm the ability to meet ride-through requirements and include supporting documentation regarding inverter design, control parameters, etc.

2.10.9 **Overfrequency ride-through:** Provide the facility’s terminal frequency level(s) and elapsed time at which the facility will disconnect from the utility system during the disturbance, if any. Confirm the ability to meet ride-through requirements and include supporting documentation regarding inverter design, control parameters, etc.

2.10.10 **Primary Frequency Response:** Provide the facility’s primary frequency response characteristics as required by the Firm PPA, including time of response, tunable parameters, alternate frequency response modes and means of implementing such features.

2.10.11 **Auxiliary Power Information:** Proposer must provide the maximum auxiliary power requirements for:

- Start-up
- Normal Operations (from generator)
- Normal Operating Shutdown
- Forced Emergency Shutdown
- Maintenance Outage

2.10.12 **Coordination of Operations:** Provide a description of the control facilities required to coordinate generator operation with and between the Company’s System Operator and the Company’s System.

- Include a description of the equipment and technology used to facilitate dispatch to the Company and communicate with the Company.
- Include a description of the control and protection requirements of the generator and the Company’s System.

2.10.13 **Cycling Capability:** Describe the Facility’s ability to cycle on/off and provide limitations.

2.10.14 **Active Power Control Interface:** Describe the means of implementing active power control and the Power Possible. Provide the Proposer’s **experience** dealing with active power control, dispatch, frequency response, and ride-through.

2.10.15 Provide the details of the **major equipment** (e.g., generators), including, but not limited to, name of manufacturer, models, key metrics, characteristics of the equipment, and performance specifications.

2.11 INTERCONNECTION REQUIREMENT STUDY

2.11.1 Provide the appropriate completed **Project Interconnection Data Request worksheets** for the proposed technology with the Proposal submission. (The worksheets can be found in the “1. Download Documents” tab as Appx B Att 2 Data Request (Sync Gen) 2021-03-17.xls MSEXcel files.)

2.11.2 Also provide all **project diagram(s)** with the Proposal submission.

2.11.3 **Models for equipment and controls, list(s) identifying components and respective files** (for power plant controller), and **complete documentation with instructions** shall be submitted within the timeframes specified in Section 5.1 of the RFP. Proposers may also download the Facility Technical Model Requirements and Review Process documentation labelled as Appendix B Attachment 3 Modeling Requirements.pdf from the “1. Download Documents” tab.

2.11.4 See Appendix B Attachment 4 for a summary of the model requirements and IRS task scope.

2.12 PROVEN TECHNOLOGY

2.12.1 Provide all supporting information for the Company to assess the **commercial and financial maturity of the technology** being proposed. Provide any supporting documentation that shows examples of projects that:

- Use the technology at the scale being proposed
- Have successfully reached commercial operations (for example, by submitting a PPA)
- Demonstrate experience in providing Active Power dispatch

2.13 EXPERIENCE AND QUALIFICATIONS

Proposers, its affiliated companies, partners, and/or contractors and consultants are required to demonstrate project experience and management capability to successfully develop and operate the proposed Project.

2.13.1 Provide a hierarchical **organizational/management chart** for the Project that lists all key personnel and project participants dedicated to the Project and identifies the management structure and responsibilities. In addition to the chart, Proposers must provide biographies/resumes of the key personnel, including position, years of relevant experience and similar project experience. Proposers must provide specifics as they relate to financing of renewable energy projects. Identify architects and engineers or provision to provide same that are licensed to practice in the State of Hawai‘i. Proposers must also provide a completed table:

- For each of the project participants (including the Proposer, partners, and proposed contractors), **fill out the table below** and provide statements that list the specific experience of the individual in: financing, designing, constructing, interconnecting, owning, operating, and maintaining renewable energy generating facilities, or other projects of similar size and technology, and
- Provide any evidence that the project participants have worked jointly on other projects.

EXPERIENCE:							
	In the applicable columns below, include project details (i.e., project name, location, technology, size) and relevant job duties (role/responsibilities) and time (in years/months) spent on the project. List multiple projects if applicable.						
Participant Name:	Financing	Designing	Constructing	Interconnecting	Owning	Operating	Maintaining
1.							
2.							
3.							
...							

2.13.2 Identify those **members of the team** the Proposer is submitting to meet the experience and qualifications requirement, including the Threshold Requirement. Identify those **members of the team with experience and qualifications**, including affiliates, and their principal personnel who will be involved in the project. If the Proposer consists of multiple parties, such as joint ventures or partnerships, demonstrate each member(s) firm commitment to provide services to the project (e.g., letter of intent); provide this information for each party, clearly indicating the proposed role of each party, including an ownership chart indicating direct and indirect ownership, and percentage interests in the partnership or joint venture.

2.13.3 Provide a **listing in the table format below, of all renewable energy generation or synchronous generation projects** the Proposer has successfully developed or that are currently under construction. Describe the Proposer’s role and responsibilities associated with these projects (lead developer, owner, investor, etc.). Provide the following information as part of the response:

Project Name	Location (City, State)	Technology (wind, PV, hydro, plus storage, etc.)	Size (MW/ MWh)	Commercial Operation Date	Offtaker (if applicable)	Role & Responsibilities
1.						
2.						
3.						
...						

2.14 STATE OF PROJECT DEVELOPMENT AND SCHEDULE

2.14.1 Provide a **project schedule in GANTT chart format** with complete **critical path activities** identified for the Proposal from the Notice of Selection of the Proposal to the start of Commercial Operations.

- The **schedule** must include:
 - Interconnection Requirement Study (IRS) assumptions
 - Anticipated contract negotiation period assumptions
 - Regulatory assumptions
 - Anticipated submittal and approval dates for permitting (including but not limited to environmental and archaeological compliance)
 - Siting and land acquisition
 - Cultural Resource implications and mitigation activities
 - Community outreach and engagement activities
 - Energy resource assessment
 - Financing
 - Engineering
 - Procurement
 - Facility construction including construction management events
 - Applicable reporting milestone events specified in the Firm PPA
 - Testing
 - Interconnection (including engineering, procurement, and construction)
 - Commercial Operations Date
 - All other important elements outside of the direct construction of the Project

- For each project element, list the start and end date (must be in MM/DD/YY format), and include predecessors to clearly illustrate schedule dependencies and durations.
- Proposers must also list and describe critical path activities and milestone events, particularly as they relate to the integration and coordination of the project components and the Company’s Electric System. Proposers must ensure that the schedule provided in this section is consistent with the milestone events contained in the Firm PPA and/or other agreements.

2.14.2 Describe the **construction execution strategy** including:

- Identification of contracting/subcontracting plans
- Modular construction
- Safety plans¹¹
- Quality control and assurance plan
- Labor availability
- Likely manufacturing sites and procurement plans
- Similar projects where these construction methods have been used by the Proposer.

2.14.3 Provide a description of any **project activities that have been performed to date**.

2.14.4 Explain how you plan to reach **safe harbor milestones** (if applicable) and **guaranteed commercial operations**, including durations and dependencies which support this achievement.

(OPTIONAL) MINOR PROPOSAL VARIATIONS

Proposers submitting minor variations to their base variation (as allowed in RFP Section 1.8.2 and 1.8.3) must provide the **details of each variation in the below section(s)**. In the proposal variation section below, Proposers must (1) provide a completed Proposal Summary Table identical to Section 2.0 of this Appendix B in Section 3. The information in these tables must reflect the information for the variation being proposed. Additionally, Proposers must (3) identify all changes to the information provided in response to Sections 2.2.4 through 2.14 of this Appendix B for the proposal variation. If differences from any section in Sections 2.2.4 through 2.14 are not identified, the Company will assume that the information contained in the base variation (Sections 2.2.4 through 2.14) also applies to the proposal variation.

Note: Section 2.2.2 above requires the inclusion of a table summarizing the differences among the variations, if variations are proposed.

(AS NECESSARY)

3.1 RESERVED

3.2 VARIATION A SUMMARY

3.3 VARIATION A FINANCIALS

3.4 VARIATION A CONTRACT EXCEPTIONS

3.5 VARIATION A SITE CONTROL

¹¹ A document that describes the various safety procedures and practices that will be implemented on the Project and how applicable safety regulations, standards, and work practices will be enforced on the Project.

- 3.6 VARIATION A ENVIRONMENTAL COMPLIANCE AND PERMITTING PLAN**
- 3.7 VARIATION A CULTURAL RESOURCE IMPACTS**
- 3.8 VARIATION A COMMUNITY OUTREACH**
- 3.9 VARIATION A O&M**
- 3.10 VARIATION A PERFORMANCE STANDARDS**
- 3.11 VARIATION A INTERCONNECTION SUBMITTAL REQUIREMENTS**
- 3.12 VARIATION A PROVEN TECHNOLOGY**
- 3.13 VARIATION A EXPERIENCE AND QUALIFICATIONS**
- 3.14 VARIATION A STATE OF PROJECT DEVELOPMENT AND SCHEDULE**

**Certification of Counsel for Proposer
Hawaiian Electric Company, Inc.**

Pursuant to Section 1.7.4 of Hawaiian Electric Company, Inc.'s ("Company") Request For Proposals for Firm Renewable Dispatchable Generation ("RFP"), the Company may require legal counsel who represent multiple unaffiliated proposers to sign a certification that they have not shared confidential information obtained through the representation of one proposer with any other unaffiliated proposer.

Accordingly, by signing below, I hereby acknowledge, agree and certify that:

(1) in connection with the RFP, I represent the following company that has submitted a proposal(s) for the RFP: _____ ("Proposer");

(2) irrespective of any proposer's direction, waiver or request to the contrary, I will not share a proposer's confidential information or the Company's confidential information associated with such proposer, including, but not limited to, a proposer's or Company's negotiating positions, with third parties unaffiliated with Proposer (by contract or organizational structure), including other proposers responding to the RFP;

(3) the Company may rely on this certification for purposes of the RFP; and

(4) at the conclusion of power purchase agreement negotiations, if any, the Company may require me to sign a certificate certifying that I have not shared a proposer's confidential information or the Company's confidential information associated with such proposer, including, but not limited to, a proposer's or Company's negotiating positions, with third parties unaffiliated with Proposer (by contract or organizational structure), including other proposers responding to the RFP.

Name (print)

Law Firm (if applicable)

Signature

Date

Section 1.7.4 of the RFP provides in relevant part that:

In submitting a Proposal in response to this RFP, each Proposer certifies that the Proposal has been submitted in good faith and without fraud or collusion with any other unaffiliated person or entity. The Proposer shall acknowledge this in the Response Package submitted with its Proposal. Furthermore, in executing the NDA provided as Appendix E, the Proposer agrees on behalf of its Representatives (as defined in the NDA) that the Company's negotiating positions will not be shared with other Proposers or their respective Representatives.

In addition, in submitting a Proposal, a Proposer will be required to provide Company with its legal counsel's written certification in the form attached as Appendix B, Attachment 1 certifying in relevant part, that irrespective of any proposer's direction, waiver, or request to the contrary, the attorney will not share a Proposer's confidential information associated with such Proposer with others, including, but not limited to, such information such as a Proposer's or Company's negotiating positions. If legal counsel represents multiple unaffiliated Proposers whose Proposals are selected for the Final Award Group, such counsel will also be required to submit a similar certification at the conclusion of contract negotiations that he or she has not shared a Proposer's confidential information or the Company's confidential information associated with

such Proposer with others, including but not limited to, such information as a Proposer's or Company's negotiating positions.

**Project Interconnection - Data Request
FOR SYNCHRONOUS GENERATION**

PROJECT: _____

DATE: _____

(Nonexclusive Preliminary List)

ALL ITEMS ARE REQUIRED AND ALL RESPONSES MUST BE FILLED UNLESS NOT APPLICABLE.

		Response
1)	Please provide a plan map of the Non-Utility Generation (NUG) facility. Please indicate the interconnection point to the HECO system.	
2)	Please provide the following generation and load information for the NUG facility:	
	a. Gross and net output of the facility	
	b. Expected KW and KVAR loads including, but not limited to, generators' auxiliary load curve, process load(s) profile(s), etc.	
	c. Expected minimum and maximum MW and MVAR "import from" AND "export to" HECO.	
3)	Please provide Single-Line Diagram(s), Three-Line Diagram(s), and Protective Relay List & Trip Schedule for the generation and interconnection facilities:	
	a. The Single-line diagram(s) and Three-line diagram (s) should include:	
	i. For main and generator step up transformer(s), please show:	
	• Transformer voltage and MVA ratings.	
	• Transformer impedance(s).	
	• Transformer winding connections and grounding. If neutrals are grounded through impedance, please show the impedance value.	
	ii. The protective relaying and metering for the generators, transformers, buses, and all other main substation equipment.	
	iii. For the potential transformers, please indicate the type, quantity, ratio, and accuracy rating.	
	iv. For the current transformers, please indicate the type, quantity, ratio, and accuracy rating, and thermal rating factor.	
	v. Auxiliary power devices (e.g. capacitors, reactors, storage systems, etc.) and their rating(s); additional inquiries may be made to obtain technical data for these devices.	
	vi. For the interconnection / tie lines (overhead or underground) and the plant's generation system, please provide the following, as applicable:	
	• Installation details such as cross-section(s), plan and profiles, etc.	
	• Conductor data such as size, insulation, length etc.	
	• Continuous and emergency current ratings.	
	• Voltage rating (nominal and maximum KV).	
	• BIL rating.	
	• Positive, negative, and zero-sequence impedances (resistance, reactance, and susceptance)	
	• Capacitance or charging current.	
	• Short-circuit current capability.	
	vii. Include station power for facility and all applicable details.	
	viii. All applicable notes pertaining to the design and operation of the facility.	
	b. The Protective relay list & trip schedule should list the protected equipment; the relay description, type, style number, quantity, ANSI Device No., and range; and the breaker(s)/switching device(s) tripped, for both the generator protection and the interconnection facilities protection.	
	c. Please provide both a paper and an electronic version (e.g. dgn, dxf, or pdf) of the single-line diagram(s) and the protective relay list & trip schedule.	
	d. Single-line diagrams should be provided for both the generation plant and the interconnection substation.	

**Project Interconnection - Data Request
FOR SYNCHRONOUS GENERATION**

PROJECT: _____

DATE: _____

(Nonexclusive Preliminary List)

ALL ITEMS ARE REQUIRED AND ALL RESPONSES MUST BE FILLED UNLESS NOT APPLICABLE.

	Response
4) For the Synchronous Generating Facility, please provide the following data:	
a. Generator manufacturer, Model, Type. Attach copy of generator data sheet.	
b. Generator Characteristics (SEE "GENERATOR DATA" TAB)	
c. Auxillary loads (P, Q, Power Factor)	
d. Switching and service restoration practice	
e. Protection data (voltage ride-through and trip settings, frequency ride-through and trip settings etc.). Include setpoint and clearing time ranges for voltage and frequency settings.	
f. Description of harmonic spectrum of generator injection (order, magnitude)	
5) Energy Storage System, if applicable	N/A
a. Operation characteristics	N/A
b. Voltage level	N/A
c. Capacity (how long and how much can the battery support)	N/A
d. Deployment strategy/schedule	N/A
e. Energy storage system data sheet	N/A
6) Please provide the following software models that accurately represent the Facility:	
a. Validated PSS/E load flow model up to the point of interconnection. The PSS/E model shall include the main transformer, collection system (if applicable), generator step-up transformers (if applicable), generator, and any other components including capacitor banks, energy storage systems, DVAR, etc. Documentation on the model shall be provided.	
b. Validated PSS/E dynamic model for the generator; and other components including energy storage system, DVAR, etc. if applicable. The generator model shall include the generator/converter, excitation system, governor system, power system stabilizer (if applicable), and protection relays that impact its electrical performance. Generic models shall be provided. Detailed Models shall be provided for inverter-based systems (energy storage, DVAR, etc). Documentation on the model(s) shall be provided, including the PSS/E dyre file with model parameters.	
i. Generic models shall parameterize models available within the PSS/E standard model library. Exciter model shall conform to IEEE Std 421.5. Generic models shall be selected from NERC "Acceptable_Models_list_2017-08-19.xlsx"	
ii. Detailed models shall be supplied by the vendor/manufacturer as user-written models. The uncompiled source code for the user-written model shall be provided to ensure compatibility with future versions of PSS/E. In lieu of the uncompiled source code, a compiled object file and applicable library files shall be provided in PSS/E versions 33 AND 34 format. Updates of the object file compatible with future PSS/E versions must be provided as requested for the life of the project as written in the power purchase agreement. Documentation shall include the characteristics of the model, including block diagrams, values, names for all model parameters, and a list of all state variables.	
c. Validated PSCAD model of the generator; and other components including energy storage system, DVAR, etc, if applicable. Documentation on the model(s) shall be provided. Refer to PSCAD Technical Memo for model requirements.	
d. Overlaid plots validating the performance of the three dynamic models for a three-phase fault. Plots shall include voltage, real and reactive power, real and reactive current.	
e. Validated Aspen Oneliner short circuit model that accurately represents the facility (including energy storage system if applicable), and is valid for all faults conditions anywhere on the Utility system. Documentation on the model(s) shall be provided. (OTHERWISE SEE ADDITIONAL TABS FOR REQUIRED INFORMATION TO MODEL INVERTER)	

**Project Interconnection - Data Request
FOR SYNCHRONOUS GENERATION**

PROJECT: _____

DATE: _____

(Nonexclusive Preliminary List)

ALL ITEMS ARE REQUIRED AND ALL RESPONSES MUST BE FILLED UNLESS NOT APPLICABLE.

		Response
7)	For the main transformer and generator step-up transformers, please provide:	
	a. Transformer voltage and MVA ratings, and available taps. Attach copy of transformer test report or data sheet	
	b. The tap settings used.	
	c. The LTC Control Scheme.	
	d. Transformer winding connections and grounding used. If the transformer is not solidly grounded, provide the impedance value for the grounding method.	
	e. Positive, negative, and zero sequence impedance values.	
8)	For the circuit breakers and fault-clearing switching devices, including the generator breakers, please provide:	
	a. The voltage, continuous current and interrupting capability ratings.	
	b. The trip speed (time to open).	
9)	For the power fuses, please provide:	
	a. The manufacturer, type, size, and interrupting capability.	
	b. The minimum melt and total clearing curves.	
10)	For the protective relaying, please provide:	
	a. Data for the CTs used with the relaying including the manufacturer, type of CT, accuracy class, and thermal rating factor.	
	b. Data for the PTs used with the relaying including the manufacturer, type of PT, voltage ratings, and quantity.	

**Interconnection Requirement Study - Data Request
FOR SYNCHRONOUS GENERATION**

Updated 2/27/2022

PROJECT: _____

DATE: _____

*****ALL ITEMS ARE REQUIRED AND ALL RESPONSES MUST BE FILLED UNLESS NOT APPLICABLE.*****

A) Please provide the following generator machine information:	Response
a. Generator Base MVA	
b. Generator Rated Terminal Voltage (kV)	
c. Power Factor Range Capability	
d. Generator Reactive Power Capability Curve	
e. Generator impedance in per unit	
i. Positive sequence	
ii. Negative sequence	
iii. Zero sequence:	
f. Combined Turbine-Generator Inertia Constant, H (kW-sec / KVA)	
g. Speed damping factor (D)	
h. Generator Open-Circuit Saturation Factors. Attach Generator Saturation Curves.	
i. S(1.0):	
ii. S(1.2):	
i. Generator V-curve	

B) Please provide the following generator reactance data (in per unit on Machine MVA Base):	Response		Response
Direct Axis		Quadrature Axis	
a. Synchronous - Saturated (X_{dv})		a. Synchronous - Saturated (X_{qv})	
b. Synchronous - Unsaturated (X_{di})		b. Synchronous - Unsaturated (X_{qi})	
c. Transient - Saturated (X'_{dv})		c. Transient - Saturated (X'_{qv})	
d. Transient - Unsaturated (X'_{di})		d. Transient - Unsaturated (X'_{qi})	
e. Subtransient - Saturated (X''_{dv})		e. Subtransient - Saturated (X''_{qv})	
f. Subtransient - Unsaturated (X''_{di})		f. Subtransient - Unsaturated (X''_{qi})	
g. Negative Sequence - Saturated (X_{2v})			
h. Negative Sequence - Unsaturated (X_{2i})			
i. Zero Sequence - Saturated (X_{0v})			
j. Zero Sequence - Unsaturated (X_{0i})			
k. Leakage Reactance (X_{lm})			

C) Please provide the following generator time constants (in seconds):	Response		Response
Direct Axis		Quadrature Axis	
a. Transient Open Circuit (T'_{do})		a. Transient Open Circuit (T'_{qo})	
b. Subtransient Open Circuit (T''_{do})		b. Subtransient Open Circuit (T''_{qo})	
c. Transient Short Circuit (T'_d)		c. Transient Short Circuit (T'_q)	
d. Subtransient Short Circuit (T''_d)		d. Subtransient Short Circuit (T''_q)	



HAWAIIAN ELECTRIC GENERATION FACILITY TECHNICAL MODEL REQUIREMENTS AND REVIEW PROCESS

August 23, 2021



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1 INTRODUCTION

This document summarizes requirements of generation facility technical model submittals for request for proposals for variable renewable dispatchable generation and energy storage and describes the review process for model submittals. The requirements and examples provided are based on the Company's current information as of the date of this document and are subject to change.



2 FACILITY TECHNICAL MODEL REQUIREMENTS

To fully investigate impacts of the proposed generation facility on Hawaiian Electric's system and correctly identify any mitigation measures, the proposed generation facility technical model, along with related technical documents, will need to be submitted for review prior to System Impact Study (SIS).

2.1 Overview of Submission

For all generation facility types, the technical model submittal shall include:

1. PSCAD model¹
2. PSS/E power flow model
3. Standard Library PSS/E dynamic model
4. User defined PSS/E dynamic model, and
5. ASPEN Oneliner model

For generation facilities categorized as inverter-based resources, both Grid Following (GFL) and Grid Forming (GFM) Mode capability may be required from the project. In this case, for each project, two sets of models shall be submitted: one with the project in GFL mode, and the other with the project in GFM mode. The GFL mode technical model submittal shall follow the list above. The GFM mode technical model submittal shall include:

6. GFM PSCAD model
7. GFM User defined PSS/E dynamic model
8. GFM ASPEN Oneliner model if it differs from the GFL model

Subject to Hawaiian Electric's approval, if the manufacturer can certify current standard library dynamic models accurately represent their equipment, standard library dynamic models may be provided and used in lieu of user defined dynamic models. As an example, if the generation facility is a traditional synchronous machine, of which the technology is standardized and widely understood across the industry, it can generally be accurately represented with current standard library dynamic models and thus a user defined dynamic model will not be required.

Along with the technical models, the following documents shall also be submitted for review:

9. User manual for all technical models, including a description of GFM functionality if GFM is used.
10. Generation facility one-line diagram
11. Generation unit manufacturer datasheet(s)
12. Generation unit reactive power capability curve(s)
13. Overlaid generation facility technical model output data for three-phase fault and single-phase fault. (Sample plots are shown in Appendix A)

¹ For specific PSCAD model requirements, refer to <http://www.electranix.com/wp-content/uploads/2021/02/Requirements-Rev.-10-Feb-3-2021.pdf>



2.2 Background Functional Description of GFM and GFL

Grid Following and Grid Forming are terms with some ambiguity in current industrial usage. For the purpose of this document, the following definitions are provided as high level functional descriptions. For more detailed descriptions of what is required for each of these control modes, it is recommended to carefully review descriptions of the functional tests which will be performed.

Grid Following (GFL) Mode:

Grid Following is defined as follows: An inverter-based resource that relies on fast synchronization with the external grid in order to tightly control the inverter's active and reactive current outputs. If these inverters are unable to remain synchronized effectively during grid events or under challenging network conditions, they are unable to maintain controlled, stable output. Advanced versions of these devices (Advanced Inverters) can provide grid supporting functions such as: voltage and frequency ride-through, volt-VAR, frequency-Watt, volt-watt, etc.; when they are able to remain synchronized.

Grid Forming (GFM) Mode:

Grid Forming is defined as follows: GFM controls set an internal voltage waveform reference such that an inverter with the GFM control shall be able to synchronize with the grid and regulate active and reactive power generation appropriately, regardless of the grid's strength, or operate independently of other generation. An inverter with GFM control shall immediately respond to grid disturbances to support stability of the grid and maintain its own control stability during the system disturbances.

2.3 General requirements for all technical models

All technical models need to represent the whole generation facility, not only a generation unit such as one inverter or as separate files representing pieces of the facility. At minimum, the following equipment shall be included in the single whole generation facility model:

1. Generation unit, such as inverter with DC side model, or a rotating machine with model of exciter and governor.
2. Step up transformer, with correct impedances and winding configuration
3. Collection system, aggregated per WECC guidance²
4. Main interconnection transformer, or GSU, with its tap changer if applicable, including correct impedances and winding configuration
5. Grounding transformer if used
6. VAR compensation device, such as cap bank or STATCOM, if applicable
7. Power plant controller (not for ASPEN model)
8. Documentation
9. Gen-tie line (as applicable)

² <https://www.wecc.org/Reliability/WECCWindPlantPowerFlowModelingGuide.pdf>



Equivalent or aggregated representations of the collection system, generator step-up transformers, and inverter systems are acceptable if it can accurately represent the generation facility and its response characteristics.

2.4 Requirements for generation facility PSCAD model

In addition to the general requirements mentioned above, the generation facility PSCAD model shall satisfy requirements as described in the latest version of the PSCAD Model Requirements document from Electranix Corporation (<https://www.electranix.com/the-electranix-library/>) and provided by Hawaiian Electric.

The control implementation (e.g., turbine controls, inverter controls, protection and measurement algorithms, and plant-level controller) in the generation facility PSCAD model shall implement the actual control code from the equipment. The PSCAD model shall provide output channel of voltage and frequency measured by the Facility and used for Facility's control and protection.

For the generation facility with grid-forming control, a document which describes the general mechanism and implementation of the grid-forming control is required.

2.5 Requirements for generation facility PSS/E power flow model

The generation facility PSS/E power flow model shall be provided for PSS/E versions 33, 34 and 35 . Besides the general requirements mentioned above, the following modeling data shall be provided in the model:

1. Conductor
 - a. Impedance, both positive sequence and zero sequence
 - b. Rating: Rating A – normal rating, and Rating B – emergency rating
2. Transformer
 - a. Nominal voltages of windings
 - b. Impedance data: specified R and X
 - c. Tap ratios
 - d. Min and Max tap position limits
 - e. Number of tap positions
 - f. Regulated bus
 - g. Ratings: Rate A – normal rating; Rate B – emergency rating
 - h. Winding configuration
3. Reactive power compensation, if applicable
 - a. Fixed Shunts: G-Shunt (MW), B-Shunt (MVar)
 - b. Switched Shunts: Voltage limits (V_{hi} and V_{low}), mode of operation (fixed, discrete, continuous), regulated bus, Binit (MVar), steps and step size (MVar)
4. Generation unit
 - a. P_{max}
 - b. P_{min}
 - c. Q_{max}
 - d. Q_{min}
 - e. Name plate MVA



- f. Transformer data: R Tran, X Tran, and Gentap.
- g. Voltage control point

2.6 Requirements for generation facility user defined PSS/E dynamic model

The submitted user defined PSS/E dynamic model shall meet the following requirements:

1. The generation facility PSS/E dynamic model shall be provided for PSS/E versions 33, 34 and 35.
2. The project shall be modeled at full output per the project's Interconnection Request.
3. User defined dynamic models must accurately model all the relevant control modes and characteristics of the equipment, such as:
 - a. All available voltage/reactive power control modes
 - b. Frequency/governor response control modes
 - c. Voltage and frequency ride-through characteristics
 - d. Power plant controller or group supervisory functionality
 - e. Appropriate aggregate modeling capability
 - f. Charging mode if applicable (e.g., for a battery energy storage device)
4. Dynamic model source code (.flx, .for, .f90, .f, etc.), or dynamic linked library (.dll), and PSS/E dyr file shall be provided.
5. User defined dynamic model plant-specific settings shall comply with requirements listed in the Power Purchase Agreement, including ride-through thresholds and other specified control settings if applicable.
6. User defined dynamic models related to individual units shall be editable in the PSS/E graphic user interface. All model parameters (CONS, ICONS, and VARS) shall be accessible and shall match the description in the model's accompanying documentation.
7. User defined dynamic models shall have all their data reportable in the "DOCU" listing of dynamics model data, including the range of CONS, ICONS, and VARS numbers. Models that apply to multiple elements (e.g., park controllers) shall also be fully formatted and reportable in DOCU.
8. User defined dynamic models shall be capable of correctly initializing and run through the simulation throughout the range of expected steady state starting conditions without additional manual adjustments.
9. User defined dynamic models shall be capable of allowing all documented (in the model documentation) modes of operation without error.
10. User defined dynamic model shall be accompanied by the following documentation:
 - a. A user's guide for each model
 - b. Appropriate procedures and considerations for using the model in dynamic simulations
 - c. Technical description of characteristics of the model
 - d. Block diagram for the model, including overall modular structure and block diagrams of any sub-modules
 - e. List of plant-specific settings, which may include:
 - i. Ride-through thresholds and parameters
 - ii. Plant-level voltage controller settings
 - iii. Power ramp rate settings
 - iv. ICON flag parameters for specific control modes



- v. Deadbands
- vi. Initial State of Charge (SOC)
- f. Values, names and detailed explanation for all model parameters
- g. List of all state variables, including expected ranges of values for each variable

2.7 Requirements for generation facility generic PSS/E dynamic model

The submitted generic PSS/E dynamic model should meet the following requirements:

1. All generic PSS/E dynamic models must be standard library models in PSS/E.
2. The generation facility PSS/E dynamic model shall be provided for PSS/E versions 33, 34 and 35.
3. The project shall be modeled at full output per the project's Interconnection Request.
4. Generic dynamic models must accurately model all the relevant control modes and characteristics of the equipment, such as:
 - a. All available voltage/reactive power control modes
 - b. Frequency/governor response control modes
 - c. Voltage and frequency ride-through characteristics
 - d. Power plant controller or group supervisory functionality
 - e. Appropriate aggregate modeling capability
 - f. Charging mode if applicable (e.g., for a battery energy storage device)
5. PSS/E dyr file shall be provided.
6. Generic dynamic models' plant-specific settings should comply with requirements listed in the Power Purchase Agreement, including ride-through thresholds and other specified control settings if applicable.
7. Generic dynamic models shall be capable of correctly initializing and run through the simulation throughout the range of expected steady state starting conditions without additional manual adjustments.
8. Generic dynamic models shall be accompanied by the following documentation:
 - a. A user's guide for each model
 - b. Appropriate procedures and considerations for using the model in dynamic simulations
 - c. Technical description of characteristics of the model
 - d. List of plant-specific settings, which may include:
 - i. Ride-through thresholds and parameters
 - ii. Plant-level voltage controller settings
 - iii. Power ramp rate settings
 - iv. ICON flag parameters for specific control modes
 - v. Deadbands
 - vi. Initial State of Charge (SOC)

2.8 Requirements for generation facility ASPEN model

Besides the general requirements, validation results of three-phase fault current from the generation unit represented in the generation facility ASPEN Oneliner model shall be provided.



3 GENERATION FACILITY TECHNICAL MODEL REVIEW PROCESS

To review the generation facility technical model, the following procedures are performed in the PSCAD and PSS/E environment. A review of the results will be documented and provided to the Customer for confirmation of model acceptance or further model updates.

3.1 Model review in PSCAD

- 1) Review model data against latest version of the PSCAD Model Requirements document from Electronix Corporation (<https://www.electronix.com/the-electranix-library/>) provided by Hawaiian Electric. In this step, it will be determined whether the model is complete, generation facility settings are according to the Power Purchase Agreement, and if the model can be compiled and run without any error. Checklists are provided in this document which are useful for both preparing a model submission, and for reviewing a model submission.
- 2) Initialization test:
In this step, the generation facility PSCAD model will be determined whether the model initialization is acceptable. Hawaiian Electric requires that:
 - 1) The PSCAD model shall initialize as quickly as possible (e.g. <1-3 seconds) to user defined terminal conditions.
 - 2) Project PSCAD model shall initialize properly and that the same power flow and voltage conditions shall be observed between the PSCAD and PSS/E models after initialization.
- 3) Voltage and frequency ride-through tests:
In this step, the generation facility PSCAD model ride-through performance will be reviewed by performing voltage and frequency ride-through simulations in PSCAD. The review will focus on the generation facility model dynamic response during and after ride-through and generation facility trip time.
- 4) Fault simulation tests:
Two types of fault tested at the Point of Interconnection bus of the generation facility will be performed in this step.
 - i) 3-phase to ground fault with 6-cycle clearing time (same as the PSS/E ring down model test described in the following section).
 - ii) 1-phase to ground fault simulation with 6-cycle clearing time.

In this test, fault current contribution from the generation facility observed in the simulation will be reviewed by comparing it against the generation facility technical document.

3.2 Model review in PSS/E

- 1) **Model data review:**
Review model data based on the requirements for PSS/E power flow and dynamic model provided by Hawaiian Electric. In this step, the review determines whether the model is complete, generation facility settings is according to the PPA, and model can be compiled and run without any error.



a. Steady State Model Data Review

Review the ratings and impedances of all equipment in the ASPEN Oneliner, PSS/E and PSCAD models and check for discrepancies.

Table 1. Steady State Model Data Review

Equipment	Comments
Gen-Tie Line	PSS/E, PSCAD and ASPEN models should match
Main Power Transformer Impedance	PSS/E, PSCAD and ASPEN models should match
Main Power Transformer Impedance	PSCAD and ASPEN models should match
PV Collector System Data	PSS/E, PSCAD and ASPEN models should match
BESS Collector System Data	PSS/E, PSCAD and ASPEN models should match
Inverter Pad Mount Transformer Impedance	PSS/E, PSCAD and ASPEN models should match
Inverter Pad Mount Transformer Configuration	PSCAD and ASPEN models should match
Inverter Power Flow Data	PSS/E and PSCAD models should match
Voltage Control Point	PSS/E and PSCAD models should match

b. Dynamic Data Review

Compare the various dynamic model parameters and note any discrepancies.

Table 2. Dynamic Model Data Review

Equipment	Comments
Power Plant Controller (PPC)	Review number of PPCs. Should represent actual setup of plant when in service.
Control Flags	PSS/E and PSCAD control flags should match.
Control Bus/Point of Measurement	Control buses should match in PSS/E and PSCAD models.
Frequency Control Dead Band	The frequency thresholds for primary and secondary control should match in the PSCAD and PSS/E models.
Initial State of Charge (SOC)	Make sure the initial state of charge is set up correctly to prevent initialization issues.
Voltage and Frequency Ride Through	The voltage and frequency ride through settings should match in the PSS/E user-written, PSS/E generic and PSCAD models.
P/Q priority data	The P/Q priority flags should match in the PSS/E user-written, PSS/E generic and PSCAD models

2) Flat start test:

PSS/E models shall initialize correctly and be capable of successful “flat start” testing using the 20 Second No-Fault simulation: This test consists of a 20 second simulation with no disturbance applied. Flat run in a two-machine system (one machine is a synchronous machine, e.g., GENCLS model, and the other machine is a project’s model.)



3) Ring down test:

PSS/E models shall initialize correctly and be capable of successful “ring down” testing using the 60 Second Disturbance Simulation: This test consists of the application of a 3-phase fault for 6 cycles at POI bus, followed by removal of the fault without any lines being tripped. The simulation is run for 60 seconds to allow the dynamics to settle.

4) Voltage and frequency ride-through tests:

In this step, the generation facility PSS/E model ride-through performance will be reviewed by performing voltage and frequency ride-through simulation in PSS/E. The review will focus on the generation facility model dynamic response during and after ride-through and generation facility trip time. **The procedures and values listed in this section are illustrative and serve as examples only; ride-through durations shall be tested against the minimum requirements outlined in the respective PPA.**

a. Voltage Ride-Through

- In these simulations, the POI voltage is varied to test the facility’s ride-through capabilities and responses to POI voltage excursions. In the PSS/E simulations, two sets of tests are performed: one for testing the ride-through capabilities and the other for testing the responses to voltage excursions. These two sets of tests are similar, except that the grid equivalent representation is different. For the ride-through tests, the grid equivalent is represented by a generator with a very large MVA, which connects to the POI bus directly.
 - o *As an example, for the voltage excursion response tests, the grid equivalent may be represented by a 200 MVA generator (actual MVA rating dependent on POI, please consult the Company for representative values) which connects to the POI through a branch with a reactance of 0.1 p.u.*
- In the PSCAD simulations, the focus is on testing the facility’s reactive power responses to POI voltage excursions, and not on testing the voltage ride-through capability.

Table 3 shows the voltage excursions that will be simulated in the PSCAD tests.

Table 3. Voltage	Duration (s)
1.20	0.8
1.10	2.0
0.88	2.0
0.70	2.0

Each of the above discussed tests were performed for the following three generation dispatches:

- i. PV output only: In this dispatch, the PV unit is at maximum output and the BESS unit is online at 0 MW.
- ii. BESS output only: In this dispatch, the BESS unit is discharging at maximum output and the PV unit is online at 0 MW.



- iii. PV charging BESS: In this dispatch, the PV unit is at its maximum output and is charging the BESS at its minimum level.

b. Frequency Ride-Through

- In these simulations, the system frequency is varied to test the facility's responses to grid's frequency excursions. In the PSS/E tests, high and low frequency excursions are simulated to mimic the frequency ride through thresholds specified in the PPA and the response of the facility is observed. Both the frequency ride-through capability of the facility and its active power response to frequency excursions are tested in the PSS/E simulations.
- In the PSCAD simulations, the focus is on testing the facility's active power responses to frequency excursions, and not on testing the frequency ride-through capability. Table 4 and Table 5 show example frequency excursions that are simulated in the PSCAD tests.

Table 4. Frequency Excursions for PSCAD High Frequency Response Test

Frequency Level (Hz)	Duration (s)
60.1	2.0
63.0	2.0

Table 5. Frequency Excursions for PSCAD Low Frequency Response Test

Frequency Level (Hz)	Duration (s)
59.9	2.0
56.0	2.0

5) Expected Model Performance

- a. Matching steady-state model parameters between the PSS/E user-written, generic models and the PSCAD model.
- b. Matching control options between the three types of models.
- c. Matching voltage and frequency ride-through parameters between the three types of models. The settings should meet the ride-through requirements specified in the PPA.
- d. Flat run results do not show any movement for any of the three models.
- e. Ring-down simulation results show stable and proper responses, and the responses from the three models should show reasonable matches.
- f. Ride-through simulation results should show stable and proper responses, and the responses should show reasonable matches. The ride through performance should meet the PPA requirements.

3.3 GFM Model review in PSCAD and PSS/E

The tests described below will be performed in addition to the GFL model tests described in section 3.1.



Test notes:

- Applicable for generation facilities which have grid-forming control capability
- Assumption is that BESS has available energy and is dispatched suitably for the tests
- Each test will be repeated with three initial operating conditions, as applicable (PV output only, BESS output only, PV charging BESS)
- The project should be configured to be in GFM mode throughout these tests

1) Able to black start and operate in an electrical island (applicable if project is providing black start capability):

Test sequence: energize main power transformer from project side, then connect project to a load, then apply a bus fault at the POI, then remove the fault. Expected results: voltage and frequency should be stable and settle back to close to their nominal values after the disturbances.

2) Loss of the last synchronous machine:

Test system will be a three-machine system including: a synchronous machine modeled by GENROU with a simple excitation system model (e.g., SCRX) and a simple governor model (e.g., TGOV1), a load with both real and reactive components, and duplicates of a project's model. Duplicates of a project's model are utilized here to check if the project is able to share real and reactive power properly with other generators. Test event: trip the synchronous generator. Expected results: voltage and frequency should be stable and settle back to close to their nominal values after the disturbance, within the tolerance of the droop and deadband settings.

3) Weak grid operation:

Test system is the project plant model and an equivalent voltage source behind an impedance connected at the POI. The test will be to gradually decrease MVA of the equivalent voltage source within a range and check if the project's model is able to work with the studied MVA range.

4) Able to operate in harmony with other converter resources and synchronous machines:

Test system is the three-machine system including: a synchronous machine modeled by GENROU with a simple excitation system model and a simple governor model, a load with both real and reactive components, and duplicates of a project's model. Simulation tests to be performed may include load step up/down, ringdown, voltage ride through and frequency ride-through tests. Expected results: voltage and frequency should be stable and settle back to close to their nominal values after the disturbances.

Particularly related to frequency control characteristics, we will test for configurable frequency droop control and configurable deadband characteristics. The frequency deadband should be settable in the range from +/- 0.01 Hz to +/- 1.0 Hz and the frequency droop shall be settable in the range of 0.1% to 10% with a typical value of 4%. A sample characteristic of frequency droop control with deadband is shown in Figure 1.

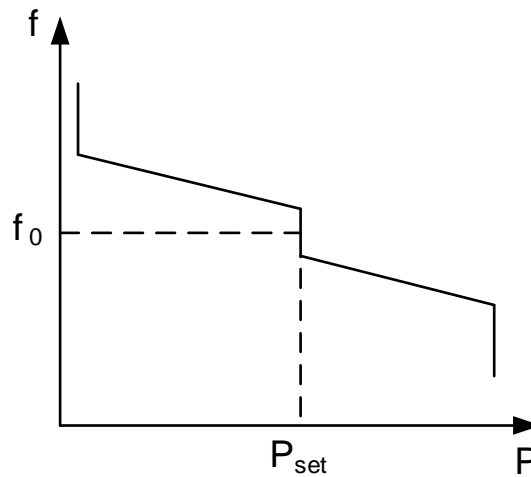


Figure 1 – Frequency Droop Control Characteristic with Deadband

5) Switching from an electrical island to a grid-connected configuration while in GFM mode (dependent on specific project technology and controls)

Test system is the two-machine system. Test sequence: energize main power transformer from project side, then connect project to a load (if project model does not have black-start capability, the plant will be initialized using a voltage source which will be switched out after initialization). At this point, the project will be operating in an island. Then switch in the synchronous generator. Expected results: voltage and frequency should be stable and settle back to close to their nominal values after the disturbances.

Tests to be performed for PSS/E models only

6) Reduction in frequency deviation in GFM mode

Test system will be a relevant HECO island system model. Test event is loss of a large generator. Project model will be in GFL mode and GFM mode. Result: less degree of frequency deviation is expected when project is in GFM mode than when the project is in GFL mode.

ASPEN Model Check

7) A review of the ASPEN Oneliner generation models will be performed.

As mentioned above, two models are expected for each project: one model for GFL mode, and the other for GFM mode. Documentation associated with the models should be provided. The model review will check if the components of a project are modeled properly, such as transformers, equivalent collector system, equivalent generator, etc., and that the model data are consistent to the PSS/E and PSCAD model data. A fault simulation test will also be performed in a two-machine system. Total current at the fault location and contribution from each machine will be reviewed and documented.



4 TYPICAL ISSUES IDENTIFIED FROM THE FACILITY MODEL SUBMITTALS DURING THE PAST RFP PROCESS

1. Missing documentation

Only generation technical facility models are submitted, but no model user manual or any other documentation. Without model documentation, it is very difficult to know the correct procedures of using the technical models and identifying issues during the review.

2. Model incompleteness

Often, the model of a single generation unit, such as an inverter, is submitted instead of model of the whole generation facility, which is insufficient. The model of the generation facility should include models for all equipment listed in the section of “General requirements for all technical models”.

3. Settings in the model

Type issues in this category are:

- The PSCAD (GFL and/or GFM) and PSS/E model ride-through settings are not consistent with the minimum settings defined in the Power Purchase Agreement.
- Generation MW is not set as defined.
- Model is set for 50 Hz instead of 60 Hz

4. Model function issues

Some models do not function as expected during different test scenarios. For example:

- Fault current contribution from the generation facility is higher than what is described in the generation facility datasheet
- Generation level is not stable with provided settings during the initialization test
- Inadequately damped oscillations observed in the ringdown test
- Ride-through performance does not reach minimum requirements defined in the Power Purchase Agreement

5. Power Plant Controller (PPC)

Often, the PPC control had not yet been fully considered when models are submitted, which results in improperly configured PPC controls, or model submissions missing the PPC altogether. The PPC(s) included in the facility model should include coordination functionality between the plant components, and should represent the actual planned implementation.



REFERENCE

- [1] New England Iso Planning procedure – Interconnection planning procedure for generation and elective transmission upgrades
- [2] ERCOT Planning Guide, 2019
- [3] PJM MOD-032 Steady State, Dynamics, and Short Circuit Modeling Data Requirements and Reporting Procedures Document



APPENDIX A: SAMPLE OVERLAID GENERATION FACILITY TECHNICAL MODEL OUTPUT PLOT FOR THREE-PHASE FAULT

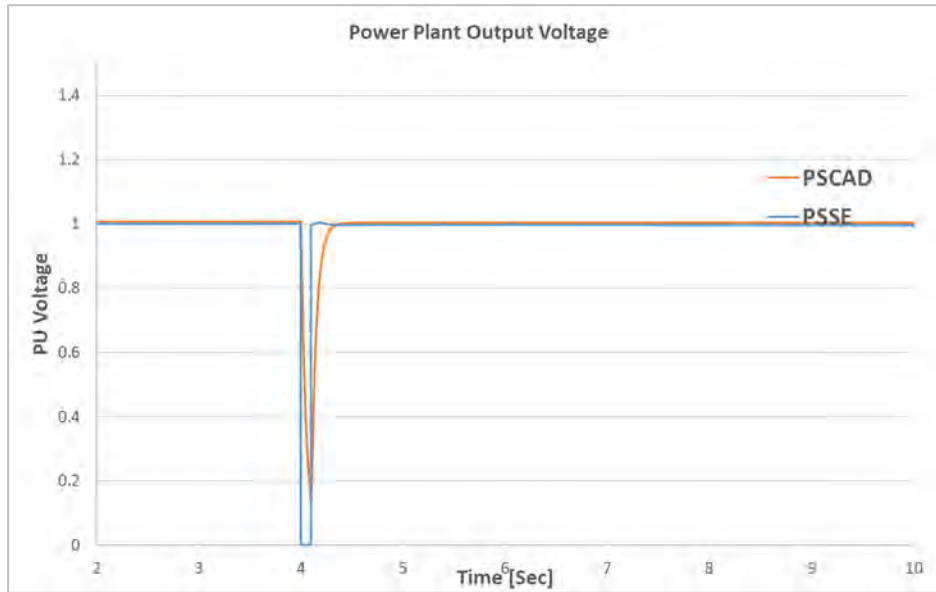


Figure 1: Overlaid plot for power plant voltage

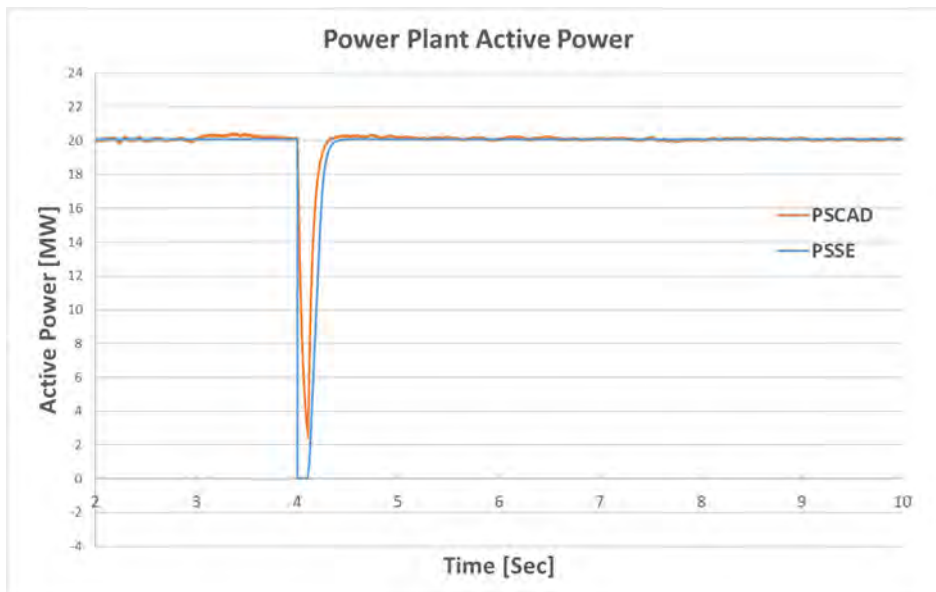


Figure 2: Overlaid plot for power plant active power generation

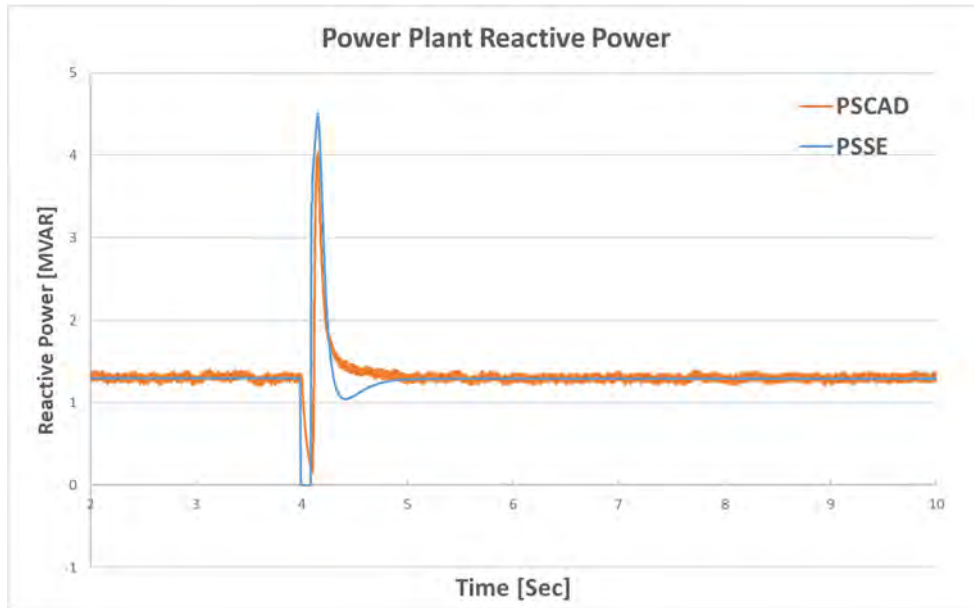


Figure 3: Overlaid plot for power plant reactive power generation



APPENDIX B: SAMPLE TEST SYSTEM TOPOLOGY INFORMATION

On weak grids such as island systems, it is important to test the models using a representative high Thevenin equivalent impedance.

A typical topology of testing circuit which represents Hawaiian Electric system for 46 kV project is shown in Figure 4. Sample 46 kV Thevenin equivalent impedance is available upon request for model testing.

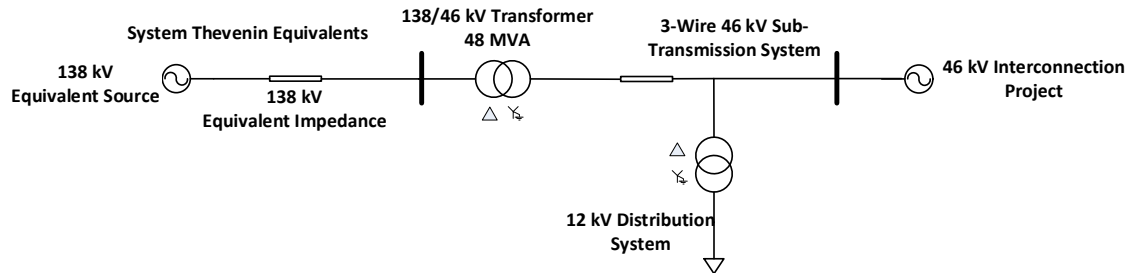


Figure 4: Testing circuit single line diagram for 46 kV project

A typical topology of testing circuit which represents Hawaiian Electric system for 138 kV project is shown in Figure 5. Sample 138 kV Thevenin equivalent impedance is available upon request for model testing.

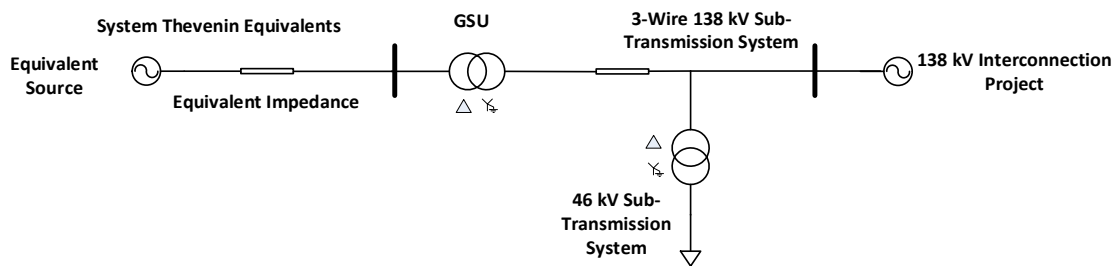


Figure 5: Testing circuit single line diagram for 138 kV project

Appendix B, Attachment 4
O‘ahu Renewable Firm Model and Interconnection Requirements Study (IRS) Scope

Island	O‘ahu	O‘ahu																										
Size	Connecting to 138 kV Synchronous Generation	Connecting to 46 kV Synchronous Generation																										
Models	PSS®E Generic, PSCAD, and ASPEN.	PSS®E Generic, PSCAD, and ASPEN.																										
Interconnection Requirement Study Scope	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th style="text-align: center;">Tasks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">(Include selected tasks in the IRS. Exclude tasks that are unselected)</td> </tr> <tr> <td><input checked="" type="checkbox"/> Project Data Requirements and Facility Technical Model Review</td> </tr> <tr> <td><input checked="" type="checkbox"/> Review of Existing System Performance (Base-Case)</td> </tr> <tr> <td><input checked="" type="checkbox"/> Develop Project Model (IRS Case)</td> </tr> <tr> <td><input checked="" type="checkbox"/> Steady-State Power Flows <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Reverse Power Flow <input checked="" type="checkbox"/> Reactive Power Requirements </td> </tr> <tr> <td><input checked="" type="checkbox"/> Protection Review</td> </tr> <tr> <td><input type="checkbox"/> Voltage Flicker</td> </tr> <tr> <td><input type="checkbox"/> Voltage Transients (In-Rush Current)</td> </tr> <tr> <td><input checked="" type="checkbox"/> System Stability <ul style="list-style-type: none"> <input checked="" type="checkbox"/> PSSE Analyses <input checked="" type="checkbox"/> PSCAD Analyses for Weak Grid Conditions </td> </tr> <tr> <td><input checked="" type="checkbox"/> Ride-Through Requirements</td> </tr> <tr> <td><input checked="" type="checkbox"/> Unintended Islands <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Transient Overvoltage (TrOV) <input checked="" type="checkbox"/> Unintended Islands Fault Overvoltage (GFOV) </td> </tr> <tr> <td><input type="checkbox"/> Harmonics <ul style="list-style-type: none"> <input type="checkbox"/> Harmonics Model Analysis <input type="checkbox"/> Harmonics Monitoring Assessment </td> </tr> </tbody> </table>	Tasks	(Include selected tasks in the IRS. 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Reference Single Line Diagram	See Appendix H	See Appendix H																										

DETAILED INSTRUCTIONS FOR COMMUNITY OUTREACH PLAN

- The Community Outreach Plan should be as current and explanatory as possible.
 - The Community Outreach Plan information must be included in the information Proposers selected to the Final Award Group make available on their website when the website is posted publicly.
 - The Company will also require (monthly/bi-monthly) project status updates from Proposers to verify the implementation of the COP and will ensure Proposers provide accessible opportunities for community members and stakeholders to provide public comment as required by the RFP.
- Proposers selected to the Final Award Group must develop a public Project website, which shall include all the information on the Community Outreach Plan table for their Project.
- Proposers must develop Project presentations that include all the information on the Community Outreach Plan table (sample template provided).
- Due to the uncertainty of the duration of the COVID-19 pandemic, all Proposers are required to plan for both in-person and virtual community meetings. As we near the dates that community meetings are scheduled, in the interest of public health and safety, the conditions at the time will determine if in-person meetings or virtual meetings will be required.
 - Virtual community meetings can either be community televised, or online, but must incorporate technology that allows for live engagement and interaction between the Proposer and community participants.
 - In response to feedback from the community, meetings must be scheduled on a weekday (Monday – Thursday), excluding Friday, and no earlier than 6:30 p.m.
- Proposers must communicate important information about the Project with stakeholders in advance of community meetings.
- Proposers must perform media outreach (earned media) and advertising (paid media) to raise community awareness of any public meeting. Media advisories (sample attached) must be issued to the following media and organizations a minimum of 30 days prior to a public meeting. Media advisories do not need to be reviewed and approved by Hawaiian Electric, but must be shared with Hawaiian Electric for awareness.
 - For Oahu Projects
 - Star Advertiser
 - Civil Beat
 - Hawaii News Now
 - KHON2 News
 - KITV4 News
 - Neighborhood Boards
 - For Maui Projects
 - Maui News
 - Maui Now
 - Civil Beat
 - Hawaii News Now
 - KHON2 News
 - KITV4 News
 - For Hawaii Island Projects
 - Hawaii Tribune Herald
 - West Hawaii Today
 - Civil Beat
 - Hawaii News Now

- KHON2 News
- KITV4 News
- Advertisements must be placed in area community publications.
 - Guidance from the Company can be provided upon request
 - Information in the ads must be consistent with the media advisory
- Public comments in support and in opposition to the proposed Project must be compiled and filed verbatim with the Public Utilities Commission.
- Proposers must work with and inform neighboring communities and stakeholders to provide community members timely information during ALL phases of the project, which must include, but not be limited to the Power Purchase Agreement negotiation period, the permitting process periods, and throughout construction.
- Should any COVID-19 related events interfere with the Proposer's ability to perform the listed actions, Proposer should inform the Company immediately of such effects for Company's consideration and guidance, and possible proposal of alternate actions.

CONTACT: **NAME, 808.XXX.XXXX** **FOR IMMEDIATE RELEASE**
Email address Date

Media Advisory: Title

Project description to be drafted by developer. Description must include the location of proposed project and supporting background information.

Date: TBD

Time: TBD

Location: TBD

Purpose: To share information about a **TYPE (e. g. firm generation, etc.)** renewable energy project proposed to be developed in **COMMUNITY** near **AREA REFERENCE** and to solicit public comments to be filed with the Public Utilities Commission.

Contact: For more information, call **808.XXX.XXXX** or visit **(website/social media)**

###

Project Name

Proposer Name

Project Benefits

- Details

Community Benefits

- Details

Proposed Facility Location in/near what City/Area

- Map
- Dimensions of proposed project
- Include all project components

Project Description

- Details

Site Layout Plan

- Project Layout
- Project Visual Simulations
 - Multiple public vantage points

Interconnection Route

- Map

Required Government Permits and Approvals

- Preliminary Schedule
- Opportunities for public comment

Environmental Impacts

- Preliminary environmental assessment of the site (including any pre-existing environmental conditions)

Cultural Impacts

- Identify any cultural, historic or natural resources that will be impacted by the project
- Describe the potential impacts on these resources
- Identify measures to mitigate such impacts.

Construction Related Updates

- Plan for reporting construction schedules and activities
 - Including resulting impacts (ex. traffic, noise, and dust) and mitigation plans
 - Begins at least one month prior to the start of scheduled work
 - To extend throughout the construction and development of the project

Local Labor and Prevailing Wage Commitment (if any)

- Detailing Proposer's commitment, if any, that 80% of non-supervisory construction and operations workers' hours associated with the construction or repowering of a Project will be paid at the prevailing wage equivalent under HRS Chapter 104 during all periods of construction.
- Describing commitment, if any, to hire qualified construction, operations, and maintenance works who reside in the county where the Project is being constructed, and the State of Hawaii, in that order, before hiring non-resident labor.

Where to Find More Information

- Project website
- Proposer email and contact information

How to Provide Comments

Instructions to Vendors Completing This Technology Standards Questionnaire

Thank you for taking the time to complete this Hawaiian Electric questionnaire regarding Technology Standards and Preferences. It is likely that someone very familiar with your underlying technical architecture will be required in order to adequately complete the questionnaire. All of the question responses should be provided within the spaces on Worksheet #2 and #3 which are labeled at the bottom of this page as "Vendor Responses - IT" and "Vendor Responses - IA".

The first view that you will see of the Vendor Response Matrix may be in its fully contracted mode. *(NOTE: This may not be true if spreadsheet is sent in 'protected' mode as the Grouping control buttons on the left side will not function under protected mode. If sent in 'protected' mode, the spreadsheet will already be fully expanded).* The matrix uses expansion (Group) controls on the far left side of the spreadsheet to control either the individual expansion/contraction of any one item or the full expansion/contraction of all items at once. The example below shows a completed segment of the Matrix in its fully contracted mode.

Enter responses for individual item compliance indicators. A six choice response matrix is presented to the right of each question item and provides you the ability to offer one of the following six answers: (1) System as Proposed Meets Standard, (2) System will meet standards in Scheduled Upcoming Release, (3) System can meet standards using 3rd party products, (4) System can meet standards with customization, (5)

It is important that all of your responses to the six choice response matrix use the value "1" as the entry into the cells. The internal HE assessment process that is applied to the matrix expects the numeric value "1" to be placed into one of the six response columns. It is important that you use this numeric value and no other characters.

Appendix B Attachment 7

See the example below. In this example, the respondent indicated that their technology would currently meet Data Standards, that their technology would incorporate the use of a Data Object Model in a subsequent scheduled release, that the data model would meet the Data Standards, that they do not provide a logical data model for their technology and that they can provide a physical data model using third party tools.

Hawaiian Electric Technology Assessment Questionnaire					Vendor Response Options						
Project Name					XYZ, Inc.						
Information Only	Ideal	Core	Mandatory	Hawaiian Electric Technology Standards	Enter the numeric value "1" (not text) as the flag values in the yellow highlighted response options. Do not flag more than 1 (one) box per row. Use Grouping controls on far left side of this spreadsheet to fully open all text and response options. Use beige areas in expanded rows to enter any desired hyperlinks or additional explanation text.	System as Proposed Meets Standard	System will meet standard in scheduled upcoming release	System can meet standard using 3rd Party products	System can meet standard with customization	System as proposed does not meet standard	Other
Data and Database Architecture											
Data Architecture (or Data Object Architecture)					Meets	Will	3rd P	Cust	No	Other	
			1	<i>Adherence to Data Standards</i>	1						
			1	<i>Data Object Model</i>		1					
			1	<i>Alignment of Data Objects with Data Standards</i>			1				
	1			<i>Logical Data Model</i>		1					
			1	<i>Physical Data Model</i>	1						
Data Management					Meets	Will	3rd P	Cust	No	Other	
			1	<i>Data Access Utility</i>	1						
			1	<i>Data Import/Export Support</i>	1						
	1			<i>Extract/Transfer/Load (ETL) Capability</i>	1						
			1	<i>Compatibility with HE Operational Data Stores (ODS)</i>			1				
			1	<i>Adherence to Data Labeling and Handling Requirements</i>				1			

Appendix B Attachment 7

To understand the full meaning of the standard and to provide a full response to the standard, the spreadsheet must be viewed in its expanded mode. (The spreadsheet version sent to you may already show all items in expanded mode.) The graphic that follows illustrates how each item of the questionnaire can be expanded to see more in depth text on the intent of the item and to offer more extensive responses. Many of the items in the questionnaire will require the vendor to offer more in depth answers that can't be adequately communicated with the "six option" flags. In the following example, we can see more of how the example responder offered additional information about their upcoming release of a Data Object Model. The sample vendor also provided a hyperlink to a technical details area of their website (fictitious) that provides more information on their data object technology.

Information Only		Ideal	Core	Mandatory		System as Proposed Meets Standard	System will meet standard in scheduled upcoming release	System can meet standard using 3rd Party products	System can meet standard with customization	System as proposed does not meet standard	Other
					Hawaiian Electric Technology Standards	Enter the numeric value "1" (not text) as the flag values in the yellow highlighted response options. Do not flag more than 1 (one) box per row. Use Grouping controls on far left side of this spreadsheet to fully open all text and response options. Use beige areas in expanded rows to enter any desired hyperlinks or additional explanation text.					
Data and Database Architecture											
Data Architecture (or Data Object Architecture)						Meets	Will	3rd P	Cust	No	Other
			1		Adherence to Data Standards	1					
		1			Data Object Model	Comments & Hyperlink Provided					
					Venders may add any hyperlink to right:	http://coolproduct.com					
					Standard: System should access data through a data object rather than directly from the DB.	At right, enter any expanded explanation. Typically, a positive response above to the 'Proposal Meets Standard' is sufficient, but venders may add comments as desired. Responses to any of the other variations should be explained. Also, please pay attention to the Desired Feedback text as it may suggest a helpful response comment. Explanations should be short, but venders may also use hyperlinks above or references in text at right to highlight other relevant sections of proposal materials.					
				Comment: Object models typically offer a higher level 'name based' form of access to data in a DB. When applications utilize a data object model, the data is normally better formulated and allows for easier name based data mapping (at the object model level vs. at the field level in the DB tables).							
				Preference: No products specifically preferred.							
				Desired Feedback: System providers should describe whether the application uses a data object model and whether the model provides an easy way to perform object model mapping.							
		1			Alignment of Data Objects with Data Standards			1			
		1			Logical Data Model		1				
		1			Physical Data Model	1					

Appendix B Attachment 7

Viewing and entering responses within the 'Expanded Mode' uses the Group Controls at the far left. To the far left of the Vendor Response spreadsheet, the margin area contains buttons that can be used to expand each item. If not, use the buttons at the very far top of the left margin [1] or [2] to expand all items in the spreadsheet or use the [-] or [+] buttons just to the left of each item to expand the individual items. The expanded space for vendor input allows for two additional types of responses. *Note: The spreadsheet version sent to you may already show all of the items in their expanded mode, and if it is protected, these buttons cannot be used to either expand or contract the spreadsheet.*

Use the large open beige box area to insert extended comments.

Use the "Hyperlink" space above the beige box to link to other MS Office documents, URL sites or parts of your proposal materials.

⁽¹⁾
⁽²⁾ The large box for adding comments can be expanded by dragging downward on the bottom of the far left row indicator if more space is needed for your comments.

Also note that HE has labeled each standard with a Compliance Priority rating. The four ratings used by HE are:

Mandatory: Compliance with these standards are generally considered fully mandatory unless a very unusual circumstance would make compliance non-feasible or inapplicable.

Core: Compliance with these standards help HE maintain its core technology directions and compliance is generally expected, although the situations where non-compliance may be permitted are somewhat more flexible than for mandatory items.

Ideal: These standards often reflect future direction strategies where compliance is sought but the state of technologies or technology implementation may not yet be sufficiently well established in the market place such that practical compliance can always be expected. For instance, use of certain Service Oriented Architecture techniques might fall in this category.

Information Only: In some cases, information may be sought which is useful in better understanding technologies or their implementations but may not correspond to any fully articulated standard in HE. For instance information about certain technology lifecycle management issues might fall in this category where HE may deal with topics on a case by case basis.

Ignore any asterisks that may be located in the Compliance Priority Rating columns A through D.

Appendix B Attachment 7

The Desired Feedback text provided in the left portion of the HE Standards materials created by HE indicates the kinds of things that HE might like to know more about. Vendors are not required or asked to complete long explanations to address the Desired Feedback issues but the Desired Feedback text does illustrate the types of things that would be helpful to understand regarding the responder's approach to a given technical implementation area. Responders who add comments in the beige box may better help HE understand the responder's point of view regarding any particular topic.

Here are a few specific pointers for completing the questionnaire properly:

Set hyperlinks to refer to the web or bundle any hyperlinked documents in a common directory: If you decide to include hyperlinks to additional materials or to other portions of your proposal, zip all forwarded documents (other than proposal) in a special subdirectory for extended explanation documents). We are not encouraging the sending of gratuitous materials or the sending of generic white papers. We also value brevity and all comments should add specific information about how your product or organization addresses specific issues.

Keep spreadsheet comments relevant and short but do not be afraid to use them: We would like to know more about how your organization would choose to approach a technical implementation topic, but rather than get a large amount of generic material, we would typically like to have the essence in a quick sentence or two placed in the item response area. That is why we included the comment space next to each HE standard.

Hawaiian Electric Information Technology Assessment Questionnaire					Vendor Response Options					
Project name					XYZ, Inc.					
Information Only	Ideal	Core	Mandatory	Hawaiian Electric Technology Standards	Enter the numeric value "1" (not text) as the flag values in the yellow highlighted response options. Do not flag more than 1 (one) box per row. Use Grouping controls on far left side of this spreadsheet to fully open all text and response options. Use beige areas in expanded rows to enter any desired hyperlinks or additional explanation text.					
					System as Proposed Meets Standard	System will meet standard in scheduled upcoming release	System can meet standard using 3rd Party products	System can meet standard with customization	System as proposed does not meet standard	Other
Data and Database Architecture										
Data Architecture (or Data Object Architecture)					Meets	Will	3rd P	Cust	No	Other
	1			<i>Data Object Model</i>						
1				<i>Logical Data Model</i>						
1				<i>Physical Data Model</i>						
Data Management					Meets	Will	3rd P	Cust	No	Other
	1			<i>Data Access Utility</i>						
	1			<i>Data Import/Export Support</i>						
	1			<i>Extract/Transfer/Load (ETL) Capability</i>						
Web Content Management Architecture					Meets	Will	3rd P	Cust	No	Other
	1			<i>Web Data Management Utility</i>						
	1			<i>Web Content Management Utility</i>						
Database Architecture					Meets	Will	3rd P	Cust	No	Other
	1			<i>ODBC Compliance</i>						
	1			<i>JDBC Compliance</i>						
1				<i>OLEDB Compliance</i>						
	1			<i>SQL Data Access Compliance</i>						
	1			<i>Use of HE Standard Database</i>						
1				<i>Use of Alternate Databases</i>						

Hawaiian Electric Information Technology Assessment Questionnaire				Vendor Response Options							
Project name				XYZ, Inc.							
Information Only	1	2	3	Hawaiian Electric Technology Standards		System as Proposed Meets Standard	System will meet standard in scheduled upcoming release	System can meet standard using 3rd Party products	System can meet standard with customization	System as proposed does not meet standard	Other
	1	2	3	UDDI Enabled							

Hawaiian Electric Information Technology Assessment Questionnaire					Vendor Response Options					
Project name					XYZ, Inc.					
Information Only	Ideal	Core	Mandatory	Hawaiian Electric Technology Standards	Enter the numeric value "1" (not text) as the flag values in the yellow highlighted response options. Do not flag more than 1 (one) box per row. Use Grouping controls on far left side of this spreadsheet to fully open all text and response options. Use beige areas in expanded rows to enter any desired hyperlinks or additional explanation text.					
					System as Proposed Meets Standard	System will meet standard in scheduled upcoming release	System can meet standard using 3rd Party products	System can meet standard with customization	System as proposed does not meet standard	Other
Integration Architecture										
Integration Capabilities					Meets	Will	3rd P	Cust	No	Other
		1		<i>API Extensiveness/Flexibility</i>						
1				<i>Native XML or JSON Support</i>						
		1		<i>XML Compatibility</i>						
			1	<i>Integration at the Web Services Layer</i>						
1				<i>Integration with OData</i>						
Interoperability with Key Services Important to HE					Meets	Will	3rd P	Cust	No	Other
		1		<i>Interoperability with MS Exchange</i>						
		1		<i>Interoperability with MS Office SharePoint</i>						
		1		<i>Interoperability with MS Office desktop productivity suite</i>						
1				<i>Interoperability with SAP Business Objects</i>						
EDI Support					Meets	Will	3rd P	Cust	No	Other
1				<i>Native EDI Support</i>						
1				<i>EDI Support</i>						
User Interface (UI) Standards – Cross Platform					Meets	Will	3rd P	Cust	No	Other
		1		<i>Windows based Web Browser Compatibility – Internal Use</i>						
		1		<i>General Web Browser Compatibility – External Use</i>						
1				<i>Full Enablement of UI via Browser (without Terminal Services)</i>						
1				<i>Web Portal Enablement for External Use</i>						
User Interface (UI) Standards - Windows					Meets	Will	3rd P	Cust	No	Other
		1		<i>Use of Windows 10 Browsers for Presentation</i>						

Hawaiian Electric Information Technology Assessment Questionnaire					Vendor Response Options											
Project name					XYZ, Inc.											
Information Only	Ideal	Core	Mandatory	<p>Hawaiian Electric Technology Standards</p>	<p>Enter the numeric value "1" (not text) as the flag values in the yellow highlighted response options. Do not flag more than 1 (one) box per row. Use Grouping controls on far left side of this spreadsheet to fully open all text and response options. Use beige areas in expanded rows to enter any desired hyperlinks or additional explanation text.</p>						System as Proposed Meets Standard	System will meet standard in scheduled upcoming release	System can meet standard using 3rd Party products	System can meet standard with customization	System as proposed does not meet standard	Other
Technology Architecture																
Server Platforms					Meets	Will	3rd P	Cust	No	Other						
		1		Application Server Platform												
		1		Use of MS IIS as Web Server Platform												
Scalability and Performance					Meets	Will	3rd P	Cust	No	Other						
1				Vertical Scalability												
		1		Horizontal Scalability												
		1		Cluster Awareness												
		1		Manual Failover Procedures												
		1		Semi Automated Failover Protection												
		1		Unattended High Availability Failover Protection												
	1			Response Time Performance – Internal Network												
		1		Response Time Performance – External Facing												
Network/Communication Architecture					Meets	Will	3rd P	Cust	No	Other						
		1		TCP/IP Network Transport Protocol												
		1		HTTPS Data Transport Protocols												

Hawaiian Electric Information Technology Assessment Questionnaire					Vendor Response Options					
Project name					XYZ, Inc.					
Information Only	1	1	1	Hawaiian Electric Technology Standards	Enter the numeric value "1" (not text) as the flag values in the yellow highlighted response options. Do not flag more than 1 (one) box per row. Use Grouping controls on far left side of this spreadsheet to fully open all text and response options. Use beige areas in expanded rows to enter any desired hyperlinks or additional explanation text.					
	1	1	1							
System Operation, Management and Support Architecture					Meets	Will	3rd P	Cust	No	Other
System Operation and Management										
	1	1	1	Compatibility with Storage Area Network (SAN)						
	1	1	1	Compatibility with Native Fiber Channel for SAN Management						
	1	1	1	Compatibility with On-Line Back-up and Restore Functions						
	1	1	1	Compatibility with System Configuration Management software						
	1	1	1	Patch Level Compatibility						
	1	1	1	System Management Utilities						
1	1	1	1	Compatibility with Application Performance Management (APM)						
	1	1	1	Low Intervention Maintenance Requirements						
1	1	1	1	Service Lifecycle and Upgrade Schedules						
System Support					Meets	Will	3rd P	Cust	No	Other
1	1	1	1	Remote Support Capability and Access						
1	1	1	1	Service Level Agreements						

Hawaiian Electric Information Technology Assessment Questionnaire					Vendor Response Options					
Project name					XYZ, Inc.					
Information Only	Ideal	Core	Mandatory	Hawaiian Electric Technology Standards	Enter the numeric value "1" (not text) as the flag values in the yellow highlighted response options. Do not flag more than 1 (one) box per row. Use Grouping controls on far left side of this spreadsheet to fully open all text and response options. Use beige areas in expanded rows to enter any desired hyperlinks or additional explanation text.					
					System as Proposed Meets Standard	System will meet standard in scheduled upcoming release	System can meet standard using 3rd Party products	System can meet standard with customization	System as proposed does not meet standard	Other
Security and Privacy Architecture										
User Access Management					Meets	Will	3rd P	Cust	No	Other
		1		<i>LDAP Integration</i>						
			1	<i>Single Sign-On (SSO) Enabled</i>						
		1		<i>Removal of Generic Accounts</i>						
		1		<i>Multi-level Access Control</i>						
		1		<i>Task or Role Based Access Control</i>						
		1		<i>Task or Role Based Data Import/Export Control</i>						
Software and Services					Meets	Will	3rd P	Cust	No	Other
		1		<i>Removal of Unnecessary Software</i>						
		1		<i>Disable non-required services and ports</i>						
		1		<i>Version/Patch utility</i>						
System Integrity Assurance					Meets	Will	3rd P	Cust	No	Other
	1			<i>Resistance to Denial of Service</i>						
			1	<i>Protection via Security Devices</i>						
			1	<i>Malware and Virus Protection</i>						
		1		<i>System Heartbeat Monitoring</i>						
Security Compliance					Meets	Will	3rd P	Cust	No	Other
			1	<i>System Backup</i>						
		1		<i>Employee Mobile Device Applications</i>						
Process Requirements					Meets	Will	3rd P	Cust	No	Other
		1		<i>Internet Domain Name Registration</i>						
		1		<i>System Interfaces</i>						

Hawaiian Electric Information Technology Assessment Questionnaire					Vendor Response Options					
Project name					XYZ, Inc.					
Information Only	Ideal	Core	Mandatory	Hawaiian Electric Technology Standards Enter the numeric value "1" (not text) as the flag values in the yellow highlighted response options. Do not flag more than 1 (one) box per row. Use Grouping controls on far left side of this spreadsheet to fully open all text and response options. Use beige areas in expanded rows to enter any desired hyperlinks or additional explanation text.	System as Proposed Meets Standard	System will meet standard in scheduled upcoming release	System can meet standard using 3rd Party products	System can meet standard with customization	System as proposed does not meet standard	Other
	Remote Host and Application Service Provider (ASP) Architecture (IF APPLICABLE)									
Remote Security					Meets	Will	3rd P	Cust	No	Other
		1		<i>Data Preservation Provisions</i>						
		1		<i>System Access & Performance Requirements</i>						

Hawaiian Electric Information Assurance Assessment Questionnaire				Vendor Response Options							
Project name				XYZ, Inc.							
Information Only	Ideal	Core	Mandatory	Hawaiian Electric Technology Standards	Enter the numeric value "1" (not text) as the flag values in the yellow highlighted response options. Do not flag more than 1 (one) box per row. Use Grouping controls on far left side of this spreadsheet to fully open all text and response options. Use beige areas in expanded rows to enter any desired hyperlinks or additional explanation text.	System as Proposed Meets Standard	System will meet standard in scheduled upcoming release	System can meet standard using 3rd Party products	System can meet standard with customization	System as proposed does not meet standard	Other
						Meets	Will	3rd P	Cust	No	Other
Security and Privacy Architecture											
User Access Management											
		1		Authentication and Identification							
		1		Use of Integrated Windows Authentication for Web Services							
		1		Internal and External Password Management							
Information Only	Ideal	Core	Mandatory	Vendors may add any hyperlink to right:							
				<p>Standard: System must be capable of enforcing strong password handling for all external customer users and for HE users (employees or contractors), and the ability to enforce different rules based on account type (e.g. internal, customer, supervisor, administrator)</p> <p>Comment: If Hawaiian Electric's AD or ADFS are not used, vendor system must support the following.</p> <p><u>User</u> accounts (user-to-device) must be:</p> <ul style="list-style-type: none"> • Minimum sixteen (16) characters in length • Refreshed at least every 180 days <p><u>Service</u> accounts (device-to-device) must be:</p> <ul style="list-style-type: none"> • Minimum twenty-four (24) characters in length • Refreshed at least every twelve (12) months <p><u>All</u> accounts must:</p> <ul style="list-style-type: none"> • Contain at least three of the following groups: upper case letters; lower case letters; numbers; special characters (ex: \$, @, #, %, etc.) • Not be used for other purposes, such as access to web accounts • Not be the same as the user/service ID, nor anagrams/variations of the ID • Be different/distinct from the ten prior passwords <p>Preference: No products specifically preferred.</p> <p>Desired Feedback: System provider must verify that password strength and reset requirements can be configured and enforced.</p>	<p>At right, enter any expanded explanation. Typically, a positive response above to the 'Proposal Meets Standard' is sufficient, but vendors may add comments as desired. Responses to any of the other variations should be explained. Also, please pay attention to the Desired Feedback text as it may suggest a helpful response comment. Explanations should be short, but vendors may also use hyperlinks above or references in text at right to highlight other relevant sections of proposal materials.</p>						

Hawaiian Electric Information Assurance Assessment Questionnaire					Vendor Response Options						
Project name					XYZ, Inc.						
Information Only	Ideal	Core	Mandatory	Hawaiian Electric Technology Standards		Enter the numeric value "1" (not text) as the flag values in the yellow highlighted response options. Do not flag more than 1 (one) box per row. Use Grouping controls on far left side of this spreadsheet to fully open all text and response options. Use beige areas in expanded rows to enter any desired hyperlinks or additional explanation text.					
						System as Proposed Meets Standard	System will meet standard in scheduled upcoming release	System can meet standard using 3rd Party products	System can meet standard with customization	System as proposed does not meet standard	Other
			1	<i>Customer Privacy Settings-Web</i>							
			1	<i>Customer Privacy Settings-Mobile</i>							
		1		<i>Confirmation of Customer Privacy Settings-Mobile</i>							
Connection and Data Transport Security						Meets	Will	3rd P	Cust	No	Other
			1	<i>Web browser session protection</i>							
		1		<i>SSH File Transfer Protocol</i>							
		1		<i>Inter-process Communication</i>							
			1	<i>Secure Transport of Company non-Public Data</i>							
		1		<i>Multi-Tier System Architecture</i>							
		1		<i>Network Security Zones</i>							
			1	<i>Wireless Technology</i>							
			1	<i>Network Intrusion Detection</i>							
Data Storage Security						Meets	Will	3rd P	Cust	No	Other
		1		<i>Elimination of 'Cached' Data</i>							
			1	<i>Secure Storage of Company "Confidential-Restricted" Data At Rest.</i>							
Behavior Based Security Controls						Meets	Will	3rd P	Cust	No	Other
		1		<i>Session Termination for Inactivity</i>							
		1		<i>Limit Concurrent Sessions for Same User</i>							
		1		<i>Lock Out after Unsuccessful Log-On Attempts</i>							
Audit, Alert and Reporting Safeguards						Meets	Will	3rd P	Cust	No	Other
		1		<i>Real-Time Inventory of Users</i>							
			1	<i>Audit History of Access and Changes</i>							
			1	<i>Customizable Audit Logging and Reports</i>							
	1			<i>User Alert Regarding Prior Log-On</i>							
	1			<i>System Heartbeat Monitoring</i>							
Privacy Compliance						Meets	Will	3rd P	Cust	No	Other
		1		<i>Customer Data Purging</i>							
		1		<i>Customer Communications Preference</i>							
			1	<i>Customer Opt-out</i>							

Hawaiian Electric Information Assurance Assessment Questionnaire					Vendor Response Options					
Project name					XYZ, Inc.					
Information Only	Ideal	Core	Mandatory	Hawaiian Electric Technology Standards	Enter the numeric value "1" (not text) as the flag values in the yellow highlighted response options. Do not flag more than 1 (one) box per row. Use Grouping controls on far left side of this spreadsheet to fully open all text and response options. Use beige areas in expanded rows to enter any desired hyperlinks or additional explanation text.					
					System as Proposed Meets Standard	System will meet standard in scheduled upcoming release	System can meet standard using 3rd Party products	System can meet standard with customization	System as proposed does not meet standard	Other
			1	<i>Customer Data Control</i>						
1				<i>Customer Authentication</i>						

Hawaiian Electric Information Assurance Assessment Questionnaire					Vendor Response Options					
Project name					XYZ, Inc.					
Information Only	Ideal	Core	Mandatory	Hawaiian Electric Technology Standards	Enter the numeric value "1" (not text) as the flag values in the yellow highlighted response options. Do not flag more than 1 (one) box per row. Use Grouping controls on far left side of this spreadsheet to fully open all text and response options. Use beige areas in expanded rows to enter any desired hyperlinks or additional explanation text.					
					System as Proposed Meets Standard	System will meet standard in scheduled upcoming release	System can meet standard using 3rd Party products	System can meet standard with customization	System as proposed does not meet standard	Other
Security Compliance					Meets	Will	3rd P	Cust	No	Other
	1			Encryption Key Exchange						
			1	Cryptographic System						
		1		Interactive Remote Access						
			1	OWASP Top Ten						
			1	Cyber Asset Reuse and Disposal						
			1	Configuration Change Management						
			1	Vulnerability Assessments						
			1	Masking of Sensitive Data						
Process Requirements					Meets	Will	3rd P	Cust	No	Other
			1	Vendor Support Access						
		1		Patches and Updates						
			1	Protection of Audit Logs						
		1		Incident Response Policy						
1				Security Built into Life Cycle QA						
			1	Data Return Compliance						
		1		Data Confidentiality and Company Privacy Policy						
			1	Company Compliance Program						
Remote Host and Application Service Provider (ASP) Architecture (IF APPLICABLE)					Meets	Will	3rd P	Cust	No	Other
Remote Security					Meets	Will	3rd P	Cust	No	Other
		1		Determination of Security Trust Level						
Certification Requirements					Meets	Will	3rd P	Cust	No	Other
			1	Sarbanes Oxley's (SOX) IT General Controls						
			1	Current Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) Type II report						



**Hawaiian
Electric**

Pricing Input Form and Pro Forma

Request for Proposals

Renewable Dispatchable Firm Generation

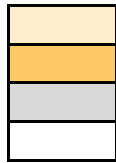
Island of O'ahu

February 28, 2022

Instructions:

Proposers must fill out all the applicable fields on the [Input] sheet, based on the type of PPA and Renewable Resource the proposal is bidding for and with. The [Pro Forma] sheet provides cash flow calculations based on the inputs. Please use this sheet to examine the input provision.

Color Code



Proposer's Input

Calculated Input

Non Applicable Input

Proposer's Notes

Green

Calculation referencing values from different sheets

Black

Calculation referencing values on the same sheet



Appendix B Attachment 8

Hawaiian Electric 2022 Request for Proposal Proposal Entry Form - Pricing

Item	Input #	Input	Unit	Instructions	Proposer Notes
PPA Type	#1	<input type="text" value="Please Select"/>		Select among RDG, Firm, ESPA and GSPA PPA type the proposal is bid for	
Renewable Resource	#2	<input type="text" value="Please Select"/>		Select renewable resource, dependent on selected PPA type	
Technology Description	#3	<input type="text" value="Please Select"/>		E.g. Photovoltaic Single Axis + LFP Battery; Combustion Turbine	
PPA Term	#4	<input type="text"/>	Years	Term of the proposed PPA	
PPA Price					
		Base Rate		Escalation	
Annual Lump Sum Payment	#5	<input type="text"/>	\$/year	No escalation is allowed	
Capacity Charge Payment	#6	<input type="text"/>	\$/kW-Month	No escalation is allowed	
Energy Charge Payment - Fuel Component	#7	<input type="text"/>	\$/kWh	No escalation is allowed	
Energy Charge Payment - Fuel Component (Biofuel)	#8	<input type="text" value="Please Click"/>	Input Series	Click on the link to be directed to the input fields to provide a forecast. The Company reserves the right to use an alternative appropriate fuel price forecast when evaluating the Proposal.	
Energy Payment - Variable O&M Component	#9	<input type="text"/>	\$/kWh	<input type="text"/> %/year	Fixed escalation rate
Plant Design					
Plant Useful Life is Longer than PPA Term	#10	<input type="text" value="Please Select"/>		Select "Yes" or "No" for whether the plant useful life is longer than PPA term	
Continue at the PPA Revenue Level	#11	<input type="text" value="Please Select"/>		Select "Yes" or "No" for post-PPA revenue to continue at the same level. This is only to understand the Proposer's assumptions. Hawaiian Electric is not obligated to nor is guaranteeing to renew any PPA.	
Post-PPA Revenue Assumption	#12	<input type="text"/>	\$/year	<input type="text"/> %/year	If select "Yes" above, enter your post-PPA revenue assumption
Plant Removal Cost	#13	<input type="text"/>	\$	Cost to decommission and remove the plant	
Plant Salvage Value	#14	<input type="text"/>	\$	Salvage value of the plant	
Purchased Land for Project	#15	<input type="text" value="Please Select"/>		Select "Yes" or "No" for whether the Project land is purchased	
Land Sale Price	#16	<input type="text"/>	\$	If "Yes" above, please enter a sales price assumption at the end of the plant useful life.	
Plant Design					
Project Construction Time	#17	<input type="text"/>	Years	From construction commencement to COD (e.g. enter 1.5 (in years) for 18 months)	
Project COD	#18	<input type="text"/>	YYYY	Year of achieving commercial operation	
Renewable Resources (Excluding Energy Storage)					
Installed Capacity (AC)	#19	<input type="text"/>	MWac	Installed or nameplate capacity of generation facility	
Installed Capacity (DC)	#20	<input type="text"/>	MWdc	Installed or nameplate capacity of generation facility, only applicable to solar systems	
Contract Capacity (AC)	#21	<input type="text"/>	MWac	Contract capacity of net dependable active power for Firm PPA and GSPA	
Capacity Factor (AC)	#22	<input type="text"/>	%	Estimated output / maximum output	
Net Energy Output in Year 1	#23	<input type="text"/>	MWh	Installed Capacity (AC) x Capacity Factor x 8760 hours	
Net Energy Potential RFP Projection (RDG PPA)	#23	<input type="text"/>	MWh	Guaranteed annual energy output that has factored in the degradation over PPA term	
Annual Degradation (if any)	#24	<input type="text"/>	%	Firm PPA annual degradation of AC output, if any	
Renewable Fuel Heat Rate	#25	<input type="text"/>	Btu/kWh	Heat rate for renewable fuel combustion	
Plant Useful Life	#26	<input type="text"/>	Years	May be longer than PPA term	
Energy Storage					
For Proposals with energy storage components, the functionality and characteristics of the storage must be maintained throughout the term of the Stage 3 Contract. Proposers may not propose any Energy Storage degradation for either capacity or efficiency in their Proposals.					
Energy Storage Capacity	#27	<input type="text"/>	MW	Rated power capacity	
Energy Storage Capacity	#28	<input type="text"/>	MWh	Rated energy capacity	
Energy Storage Duration	#29	<input type="text"/>	Hours	Discharge duration	
Energy Storage System Useful Life	#29	<input type="text"/>	Years	Useful life assuming with necessary augmentation	
Initial overbuild (if any)	#30	<input type="text"/>	%	The initial oversize in addition to the capacity allowed at POI for later augmentation use	
Initial overbuild (if any)	#30	<input type="text"/>	%	The initial oversize in addition to the capacity allowed at POI for later augmentation use	
Contract Capacity (AC)	#31	<input type="text"/>	MWh	Contract capacity of maximum net instantaneous active power. No degradation is allowed.	
Guaranteed Cycles per year	#31	<input type="text"/>	Cycles	The RFP requires energy storage to support a minimum of 365 full charging/discharging cycles per year.	
Capacity Degradation per Cycle	#32	<input type="text"/>	%/Cycle	Average capacity degradation per cycle. This is for estimating bidder's capacity maintenance (augmentation) cost. The ESPA does not allow degradation.	
Co-located Energy Storage RTE	#33	<input type="text"/>	%	DC/AC to AC, to be measured at the POI and to be maintained throughout the term of the RDG PPA or ESPA.	
Standalone Energy Storage RTE	#34	<input type="text"/>	%	AC to AC, to be measured at the POI and to be maintained throughout the term of the RDG PPA or ESPA.	
Project Capital Cost					
EPC Costs					
Generation Facility Major Equipment	#35	<input type="text"/>	\$	Major equipment associated with renewable energy generation	
Energy Storage Major Equipment	#36	<input type="text"/>	\$	Major equipment associated with energy storage system	
Balance of Systems (BOS)	#37	<input type="text"/>	\$	Remaining equipment, materials and supplies associated with the project	
Install Labor/ Site Work	#38	<input type="text"/>	\$	All on-site labor for site prep, construction, and installation covering all disciplines	
Interconnection Cost (Developer Owned)	#39	<input type="text"/>	\$	Cost of Interconnection Facilities from the Generating Facility to the POI	
Other EPC Cost	#40	<input type="text"/>	\$	Engineering, design, and project management costs, Hawaii state general excise tax, EPC contractor profit, etc.	
Total EPC Cost		<input type="text"/>	\$		
Other Project Costs					
Interconnection Requirement Study (IRS)	#41	<input type="text"/>	\$	All costs associated with the IRS throughout the application process	
Interconnection Cost (Company Owned, Developer Build)	#42	<input type="text"/>	\$	Cost of Interconnection Facilities from POI to grid connection point that is built by developer	
Interconnection Cost (Company Owned, Company Build)	#43	<input type="text"/>	\$	Cost of Interconnection Facilities from POI to grid connection point that is built by Hawaiian Electric	
Land Purchase	#44	<input type="text"/>	\$	If land is (to be) purchased for the project, please enter the cost	
Other Owner's Costs	#45	<input type="text"/>	\$	Costs and fees of obtaining financing, permits, legal services, cost associated with project development activities, etc.	
Total Other Project Cost		<input type="text"/>	\$		
Total Installation Cost		<input type="text"/>	\$	Total cost of developing the project	
Total Installation Cost		<input type="text"/>	\$/kW	Total cost of developing the project per nameplate capacity	
Fixed O&M Cost - Renewable	#46	<input type="text"/>	\$/kW-year	Fixed O&M cost per installed capacity (incl. major equipment replacement)	
Fixed O&M Cost - Energy Storage	#47	<input type="text"/>	\$/kW-year	Fixed O&M cost per installed BESS capacity (incl. major equipment replacement)	
Variable O&M Cost - Renewable	#48	<input type="text"/>	\$/MWh	Variable costs associated with each unit of energy produced	
Fuel Cost	#49	<input type="text"/>	\$/MMBtu	Fuel cost per heat value	
Battery Cost for Augmentation	#50	<input type="text"/>	\$/kWh _{capacity}	A negative escalation can be provided for declining cost of battery	
Annual Property Tax	#51	<input type="text"/>	\$/year		
Land Lease	#52	<input type="text"/>	\$/year		
Other expenses	#53	<input type="text"/>	\$/year	Cost of insurance, general & administrative, etc.	
Taxes and Incentives					
Income Tax Rate					
Federal	#54	<input type="text"/>	%	Federal corporate income tax rate	
Hawaii State	#55	<input type="text"/>	%	Please enter a proxy rate to reflect the project's state tax liability, which is by bracket	
Year of Construction Commencement					
		<input type="text"/>	YYYY	Based on the project construction time and COD	
Total Installation Cost (TIC)					
In-Basis Cost as a % of TIC	#56	<input type="text"/>	%	The % of the Total Installation Cost that is eligible for the ITC, bonus depreciation and MACRS	
MACRS: Out-of-Basis Cost as a % of TIC		<input type="text"/>	%		
ITC Rate	#57	<input type="text"/>	%	ITC rate must correspond to the Year of Construction and resource type, based on the latest policy at the time of submission.	
ITC Amount		<input type="text"/>	\$		
PTC Rate	#58	<input type="text"/>	\$/MWh	Escalation	
PTC Term	#59	<input type="text"/>	Years	%/year	PTC rate must correspond to the Year of Construction and renewable resource

Appendix B Attachment 8

Hawaii State Tax Incentives

ITC Rate
 ITC Amount
 Hawaii Allowable ITC Amount
 Hawaii General Excise Tax Refund

#60		%
#61		\$
#62		\$

ITC rate must be applicable to the project (e.g. <5 MW)
 The maximum HI state tax liability credit allowable for the proposed project
 Allowable excise tax refund on capital cost of project

Other Incentives

One-time Incentive
 Annual Incentive
 Annual Incentive term

#63		\$
#64		\$/year
#65		Years

Escalation %/year
 Other one-time incentive payment. Please provide description in the "Proposer Notes".
 Other annual incentive payment. Please provide description in the "Proposer Notes".
 The eligible term of the annual incentive payment

Depreciation Schedule

Depreciation Basis

Depreciation Basis Reduction from Federal ITC
 Adjusted Depreciation Basis (ADB)
 Bonus Depreciation (if Applicable)

#66		% of Fed ITC
#67		\$
#67		%

The % of Federal ITC that is to be deducted from the depreciation basis
 The in-basis cost for MACRS after ITC deduction
 First Year Write-off as a % of the ADB

5-year MACRS
 7-year MACRS
 10-year MACRS
 15-year MACRS
 20-year MACRS

#68		%
#69		%
#70		%
#71		%
#72		%

Percent of ADB that is eligible for 5-year MACRS
 Percent of ADB that is eligible for 7-year MACRS
 Percent of ADB that is eligible for 10-year MACRS
 Percent of ADB that is eligible for 15-year MACRS
 Percent of ADB that is eligible for 20-year MACRS

Amortization of Out-of-Basis Costs

#73		Years
-----	--	-------

The number of years the Out-of-Basis cost is to be amortized over

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Input Series

PPA Price

Energy Charge Payment - Fuel Component (Biofuel)

#8		
Year 1		\$/kWh
Year 2		\$/kWh
Year 3		\$/kWh
Year 4		\$/kWh
Year 5		\$/kWh
Year 6		\$/kWh
Year 7		\$/kWh
Year 8		\$/kWh
Year 9		\$/kWh
Year 10		\$/kWh
Year 11		\$/kWh
Year 12		\$/kWh
Year 13		\$/kWh
Year 14		\$/kWh
Year 15		\$/kWh
Year 16		\$/kWh
Year 17		\$/kWh
Year 18		\$/kWh
Year 19		\$/kWh
Year 20		\$/kWh
Year 21		\$/kWh
Year 22		\$/kWh
Year 23		\$/kWh
Year 24		\$/kWh
Year 25		\$/kWh
Year 26		\$/kWh
Year 27		\$/kWh
Year 28		\$/kWh
Year 29		\$/kWh
Year 30		\$/kWh
Year 31		\$/kWh
Year 32		\$/kWh
Year 33		\$/kWh
Year 34		\$/kWh
Year 35		\$/kWh

Please provide the input series
[Click to go back to the top.](#)

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END OF THE INPUT FORM

Appendix B Attachment 8

Hawaiian Electric
2022 Request for Proposal
Cashflow to the Project

IRR for PPA Period
IRR for Project Life

To be Calculated
To be Calculated

Item	Unit	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29			
PPA Flag		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
Post-PPA Flag		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
Revenue																																		
Net Capacity - Firm or aggregated DER	MW	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Net Capacity - Energy Storage	MW	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Net Capacity - Energy Storage	MWh	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Net Annual Energy Production - Generation	MWh	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Net Annual Energy Discharge - Energy Storage	MWh	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
PPA Revenue																																		
Lump Sum	\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Energy Charge Payment	\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Capacity Charge Payment	\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Post-PPA Revenue																																		
	\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Total Revenue	\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Operating Expenses																																		
Fixed O&M Cost	\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Variable O&M Cost	\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Fuel Cost	\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Initial Overbuild Remainder	MWh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Cumulative Battery Capacity Degradation	MWh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Battery Capacity Level	MWh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Battery Augmentation	MWh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Battery Augmentation	\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Property Taxes	\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Land Lease	\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Expenses	\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Operating Expense	\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Depreciation and Amortization																																		
MACRS Schedule																																		
5-year MACRS Depreciation	%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
7-year MACRS Depreciation	%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
10-year MACRS Depreciation	%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
15-year MACRS Depreciation	%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
20-year MACRS Depreciation	%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
Federal																																		
Bonus Depreciation	\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Adjusted Depreciation Basis for MACRS	\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
5-year MACRS Depreciation	\$	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
7-year MACRS Depreciation	\$	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
10-year MACRS Depreciation	\$	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
15-year MACRS Depreciation	\$	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20-year MACRS Depreciation	\$	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amortization of Out-of-Basis Cost	\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Federal Depreciation	\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Hawaii State																																		
Depreciation Basis for MACRS	\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
5-year MACRS Depreciation	\$	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7-year MACRS Depreciation	\$	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10-year MACRS Depreciation	\$	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
15-year MACRS Depreciation	\$	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20-year MACRS Depreciation	\$	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amortization of Out-of-Basis Cost	\$	\$0	\$0	\$0	\$0	\$0																												

DRAFT
REQUEST FOR PROPOSALS
FOR
FIRM RENEWABLE DISPATCHABLE GENERATION
ISLAND OF O‘AHU

FEBRUARY 28, 2022

Docket No. TBD

Appendix C – Code of Conduct Procedures Manual



**Hawaiian
Electric**

I. INTRODUCTION

The Framework for Competitive Bidding (“Framework”) adopted on December 8, 2006, by the Public Utilities Commission of the State of Hawaii (the “Commission”) pursuant to Decision and Order No. 23121 (Docket No. 03-0372, Instituting a Proceeding to Investigate Competitive Bidding for New Generating Capacity in Hawaii) requires that the utility develop and follow a Code of Conduct whenever a utility or its affiliate seeks to advance a system resource proposal pursuant to a request for proposals (“RFP”) issued by the Company. Section III.A.4 of the Framework required the utility to submit to the Commission for review and approval (subject to modification if necessary) a code of conduct prior to the commencement of any competitive bid process under the Framework. The proposed *Code of Conduct Pertaining to the Implementation of a Competitive Bidding Process for the Oahu Firm RFP* (the “Code of Conduct”) requires the Company to also propose this *Code of Conduct Procedures Manual* (the “Procedures Manual”) to implement the requirements of the Framework and the Code of Conduct.

This Procedures Manual has been developed to outline the procedures to be followed and the policies that have been developed surrounding the implementation of the Company’s competitive bidding process for system resources. This Procedures Manual has been developed for the Company’s Oahu Firm RFP and in accordance with the requirements of Section IV.H.9.a(iii) of the Framework and outlines requirements (1), (3) and (4) of such section, namely: (1) the protocols for communicating with Proposers, the Hawaiian Electric Proposal team, and others; (3) the documentation forms, including logs for any communications with proposers; and (4) other information consistent with the requirements of the solicitation process. Requirement (2) of the section, the evaluation process in detail and the methodologies for undertaking the evaluation process for the RFP are described in detail in the Oahu Firm RFP. The bid evaluation process and methodology will consider both price/system impacts and non-price criteria in accordance with Section IV.E of the Framework and Tariff Rule 19.

The procedures and policies set forth herein have been designed to ensure that

the procurement process is undertaken in a fair and equitable manner and that each Proposer is afforded an equal opportunity to participate and compete within the RFP requirements.

This Procedures Manual is intended to be followed by Company personnel in connection with implementing the Company's solicitation process and to manage communications between Company personnel and consultants participating in the RFP processes covered by the Framework. Necessary additions, deletions, and/or changes depending on the circumstances surrounding the RFP and directions from the IO may be required.

II. DEFINITIONS

- Affiliate – Any person or entity that possesses an “affiliated interest” in a utility as defined by section 269-19.5, Hawaii Revised Statutes (“HRS”), including a utility's parent holding company but excluding a utility's subsidiary or parent which is also a regulated utility.
- Affiliate Team – Employees and consultants of an Affiliate of the Company who prepare a proposal to be submitted to the Company in response to a Company RFP.
- ATRs – The Affiliate Transaction Requirements, issued by the Commission, applicable to the Companies and Affiliates, attached as Exhibit B to Order No. 36112 issued on January 24, 2019 in Docket No. 2018-0065.
- Code of Conduct – The *Code of Conduct Pertaining to the Implementation of a Competitive Bidding Process for the Oahu Firm RFP* developed by Hawaiian Electric Company, Inc. (“Company”) to ensure the fairness and integrity of the competitive bidding process, in particular where the host utility or its affiliate seeks to advance its own system resource proposal in response to an RFP. The Code of Conduct follows the requirements described in Section IV.H.9.c of the Framework.
- Code of Conduct Acknowledgement – The Competitive Bidding Code of Conduct Acknowledgement of Receipt form acknowledging review of, and agreeing to abide by, the Code of Conduct and this Procedures Manual.
- Communications Log – A written record to note activities and/or information shared

between the Company RFP Team or Hawaiian Electric Proposal Team with Shared Resources or Unassigned Company Resources, accessed via the RFP Communication Tool Kit SharePoint Site.

- Company Executive in Charge – The Company executive responsible for ensuring compliance with this Code of Conduct and serving as the point of contact for the Independent Observer for reporting any violations by the Company of the Code of Conduct. The Company Corporate Compliance Officer shall remain responsible for the Company's independent corporate code of conduct and may support compliance matters and questions arising with employees, agents and other representatives of the Company, e.g., conflicts of interest, with respect to this Code of Conduct.
- Company RFP Team – The Company personnel and outside consultants responsible for the development of the Company's RFP conducted under the Framework and the evaluation of bids submitted in response to this RFP. Subject to the transfer rules specified herein, the Company RFP Team will have fixed team members who will not have any involvement with the Hawaiian Electric Proposal Team for this RFP.
- Confidential Information – Any non-public information developed and provided by the Company (i.e., proprietary system information, etc.) or Proposers during the RFP process (such non-public information may include, for example, the identity of competing Proposers, and their technical, trade or financial information). This term includes any material non-public information regarding the RFP process developed for and used during the competitive bidding solicitation process, such as the evaluation process or criteria. Confidential Information does not include public information, such as information in the Company's public filings with the Commission.
- Director of Renewable Acquisition – The supervisor of the Division that will oversee the Company's competitive bidding process.
- Eligible Proposer – A Proposer who has met the minimum requirements and threshold requirements in the RFP necessary to remain eligible to compete in the process.
- Energy Contract Manager – The staff position(s) within the Company's Renewable Acquisition Division responsible for managing the Company RFP Team. The Energy Contract Manager shall be a member of the Company RFP Team.
- Framework – The Framework for Competitive Bidding contained in Decision & Order No. 23121 issued by Commission on December 8, 2006, to establish rules for

competitive bidding in response to a request for proposals when a utility seeks to acquire new system resources.

- Hawaiian Electric Proposal Team – The Company personnel and outside consultants responsible for the development of the Hawaiian Electric Proposal Team responses to the RFP (referred to as the “utility’s self-build team” or “self-build” in the Framework). Subject to the transfer rules specified herein, the Hawaiian Electric Proposal Team will have fixed team members who will not have any involvement with the Company RFP Team for this RFP.
- Independent Observer (“IO”) – The neutral person or entity appointed by either the Commission or utility to monitor the utility’s competitive bidding process, and to advise the utility and Commission on matters arising out of the competitive bidding process, as described in Part III.C of the Framework.
- Manager of Energy Procurement - The supervisor of the department within the Company’s Renewable Acquisition Division responsible for directing the resources responsible for the implementation of the competitive bidding process pursuant to the Framework. The Manager of Energy Procurement will report to the Director of Renewable Acquisition on the status of the competitive bidding process and shall be a member of the Company RFP Team.
- Non-Price Evaluation Team – Employees and consultants of the Company who evaluate the Proposal non-price related criteria as set forth in the RFP. Non-Price Evaluation Team members will not include any Shared Resources and will be solely made up of Company RFP Team Members.
- Price Evaluation Team – Employees and consultants of the Company who evaluate the Proposal price related criteria set forth in the RFP. Price Evaluation Team members will not include any Shared Resources and will be solely made up of Company RFP Team Members.
- Proposer – Entity who submits or plans to submit a proposal in response to a Company-issued RFP. An Affiliate of the Company or a Hawaiian Electric Proposal Team participating in the RFP and submitting a proposal shall be considered a Proposer.
- RFP – A written request for proposals issued by the Company to publicly solicit bids to supply future system resources to the Company pursuant to the competitive bidding process established in the Framework.

- Roster – A consolidated list of members that comprise the Company RFP Team, Hawaiian Electric Proposal Team, Shared Resources and Unassigned Company Resources located in the RFP Communication Tool Kit SharePoint Site. Names and roles of Company employee and consultants will be identified.
- Shared Resource – Company employees and consultants who, because of the scarcity of their expertise within the Company, are designated and authorized to provide information or input to both the Company RFP Team and the Hawaiian Electric Proposal Team (but not any Affiliate Team) and is not a resource dedicated to either team. For example, Shared Resources may include an environmental attorney and members of the Company's Risk Management Department.
- Unassigned Company Resource – Company employees unassigned to an essential team that may be called upon by the Company RFP Team and/or the Hawaiian Electric Proposal Team (but not any Affiliate Team) to assist in meeting unforeseen tasks for the RFP or the Hawaiian Electric Proposal Team proposal. For example, the Company RFP Team may be unable to evaluate an unforeseen technical specification included in a bid. In that event, the Company RFP team would need to request assistance from a Company employee or a consultant that is not already assigned to an essential team and possesses the specific expertise. Such personnel are intended to assist the requesting team only in an ad hoc manner, limited in scope and purpose to the particular task required.

III. STATEMENT OF OBJECTIVES

The Code of Conduct and this Procedures Manual address (1) communication requirements and procedures associated with the relationship between utility employees (Company RFP Team, Hawaiian Electric Proposal Team, Shared Resources and Unassigned Company Resources); (2) communication requirements and procedures associated with the relationship between the Company RFP Team, the Hawaiian Electric Proposal Team and Proposers; and (3) communication requirements associated with the relationship between Company management and the Company RFP Team.

The Code of Conduct and this Procedures Manual also include procedures for the

sharing of resources, where appropriate, by the Company RFP Team and the Hawaiian Electric Proposal Team for the purposes of completing their efforts to effectively evaluate the RFP or to submit a bid in response to the RFP. The small size of the Company and limitation of resources will require specialized services, information exchange and sharing of resources in certain limited circumstances. Company personnel and consultants identified as “Shared Resources” shall be designated by the Company for this specific purpose.

IV. ORGANIZATION AND COMMUNICATION RESPONSIBILITIES

This section outlines the RFP organizational structure for the development of the RFP and the Hawaiian Electric proposal options and the organization's responsibilities to ensure that communications between Company personnel and consultants working on their respective RFPs or Hawaiian Electric projects are conducted in a fair, consistent, and equitable basis so that the Hawaiian Electric Team does not enjoy any unfair advantage over other Proposers responding to an RFP.

A. Organization

The Company shall identify and maintain two separate teams to facilitate the independence and objectivity of the Company resources working on the RFP and ensure an arms-length relationship with the resources working on the Hawaiian Electric project to avoid any real or perceived inequity in the RFP process. The two essential teams shall be the “Company RFP Team” and the “Hawaiian Electric Proposal Team.”

Other limited Company resources, such as select staff from various functional areas of the Company that are in short supply and thus cannot be dedicated solely to either team, may be designated as “Shared Resources” to perform services for the Company RFP Team and Hawaiian Electric Proposal Team. Shared Resource employees are allowed to carry on with both their RFP (for either the Company RFP Team and/or the Hawaiian Electric Team) and regular functions throughout the resource planning process (including the development of any Company Parallel or Contingency Plan as defined in the Framework), which may require communications with or services performed for the Hawaiian Electric Proposal Team. Shared

Resource employees, however, will not participate in the evaluation and selection process of proposals submitted in response to the RFP. Rules for communications between Shared Resources and the essential teams are specified below.

Company employees unassigned to the RFP may be called upon by the Company RFP Team, Hawaiian Electric Proposal Team, or both for help to meet unforeseen tasks. After completing the Code of Conduct training, these “Unassigned Company Resources” are eligible to assist on an ad hoc basis with the requirement that all communications as an Unassigned Company Resource must be memorialized and logged in the same manner as communications with Shared Resources on the Communication Log. If an Unassigned Company Resource is called upon repeatedly for a substantial amount of assistance by a particular team, the employee should be assigned to such team or evaluated for designation as a shared resource.

B. Essential Teams

1. Company RFP Team. The Company RFP Team, tasked with preparing the RFP and evaluating the responses and bids in response to the RFP, will be led by a Director/Manager level employee and consist primarily of experienced employees together with possible outside consultants, with backgrounds in a number of disciplines necessary to conduct a thorough evaluation of each proposal. The Company RFP Team will be comprised of a Price Evaluation Team and a Non-Price Evaluation Team and will be prepared to evaluate proposals on the basis of their price and non-price aspects pertaining to their level of expertise. Members of the Company RFP Team will include professionals with experience in the following areas of expertise: engineering, siting/land use, environmental, transmission planning, fuel procurement, legal, financial planning, system operations, integrated resource planning, generation planning, production cost analysis, and others as needed.

The Price Evaluation Team and the Non-Price Evaluation Team will conduct their sections of the bid evaluation process separately and will not share the results of their evaluation with members of the other sub-team. Each team will submit their evaluation results to an oversight team, which will be responsible for compiling the results of the evaluations and selecting the Priority List.

The Energy Contract Manager will be responsible for directing the evaluation efforts of the Company RFP Team when the proposals are received. The Energy Contract Manager will be responsible for maintaining the documentation underlying the evaluation of each proposal as well as all communications with Proposers.

2. The Hawaiian Electric Proposal Team. The Hawaiian Electric Proposal Team, tasked with preparing any Company proposal to be submitted by the Company in response to the Company RFP, will consist primarily of Company employees, along with possible outside consultants with backgrounds in a number of disciplines necessary to complete a competitive proposal in response to the Company RFP. The members of the team will include professionals with experience in the following areas of expertise: engineering, siting/land use, environmental, transmission planning, fuel procurement, legal, financial planning, system operations, integrated resource planning, generation planning, production cost analysis, and others as needed.

3. Affiliate Team. Any Affiliate Team will be comprised solely of employees and consultants of the Affiliate and no Company employee or consultant shall serve as a member of an Affiliate Team; provided, however, that a consultant may perform services for an Affiliate and the Company so long as appropriate "walls" are established satisfactory to the Company that ensures that employees of the consultant working for the Affiliate Team do not also perform work for the Company nor communicate with employees of the consultant performing work for the Company, and vice versa. The Company will inform consultants providing services for the Company RFP Team of these separation requirements, and will seek confirmation in writing from any consultant performing services for an Affiliate and the Company that such separation requirements will be met. Affiliate Teams will be considered and treated as separate independent third-party Proposers for all purposes within the RFP and shall have no access to, interaction or communications with Shared Resources or Unassigned Company Resources for the purpose of completing a proposal in response to the RFP. Affiliate Teams shall also be subject at all times to the terms, conditions and restrictions specified in the Company's ATRs.

4. Transfers between Teams. As members of both the Company RFP Team

and the Hawaiian Electric Proposal Team are intended to be fixed, transfers between teams should not be permitted. However, there will be instances where a member of a particular team (whether Company RFP or Hawaiian Electric Proposal) transfers to a position in which he/she may be requested, as part of his/her new job responsibilities, to participate as a member of the other team. Such employee shall not be permitted to transfer from one team to the other during the pendency of the RFP (or stage or phase of the RFP). After completion of the RFP (or stage or phase of the RFP) under which the employee recently participated, the employee may transfer to the other team under the following conditions: (a) the employee is prohibited from disclosing any Confidential Information known to such employee as a result of being a member of his/her former team with members of the new team he/she is joining; and (b) for a period of one (1) year, such employee shall not: (a) participate or be involved in establishing the evaluation criteria and the evaluation of any subsequent stage(s) or phase(s) of the RFP which such employee participated in with his/her former team; or (b) participate or be involved in the formulation and/or origination of a proposal for any subsequent stage(s) or phase(s) of the RFP which such employee participated in with his/her former team.

Transfers of employees between the Company and any Affiliate and their subsequent work on RFPs shall be subject to the terms, conditions and restrictions specified in the ATRs.

C. Communications Protocols

1. Overview and General Requirements.

The Company has developed policies and procedures governing communication between the Company RFP Team, the Hawaiian Electric Proposal Team, Shared Resources, the Proposers, the IO, and with the Commission regarding RFP design and bid evaluation. Bid information and evaluation data and information shall not be communicated between members of the Company RFP Team, outside parties and other employees within the Company except to those with a business need to know.

To ensure that the competitive bidding process is fair and unbiased, that all Proposers have access to the same information so that no Proposer has an unfair advantage, and that any Hawaiian Electric proposals and/or Affiliate proposals do not have any unfair

competitive advantage over third-party bids, the Company shall follow the Code of Conduct whenever the utility or its Affiliate is seeking to advance a resource proposal as provided in Section IV.H.9.b of the Framework.

Each employee or consultant on the Company RFP Team, Hawaiian Electric Team and Shared Resources shall read, acknowledge and sign the Code of Conduct Acknowledgement. Unassigned Company Resources who are called upon by the Company RFP Team or Hawaiian Electric Proposal Team for help to meet unforeseen tasks shall also read, acknowledge and sign the Code of Conduct Acknowledgement.

The Company will establish a shared drive on its corporate computer network designed to maintain the bid evaluation documentation and other information associated with the bidding process. Only Company RFP Team members will have access to all the files on the shared drive.

In cases where staffing and resources are limited or constrained, the Company may identify Shared Resources or those employees eligible to provide information or serve as a resource to both the Company RFP Team and the Hawaiian Electric Proposal Team. Specific rules to log communications with the Company RFP Team or the Hawaiian Electric Proposal Team are described below.

Shared Resources will not have access to the Company's shared drive established for the RFP process which will include the documentation of the bid evaluation results.

Team members should clearly mark all e-mails, documents, or other communications that contain Confidential Information and make clear which team should not receive it with the following header or a substantially similar message: "This communication contains Hawaiian Electric proposal information that must be kept confidential. DO NOT copy, forward, or discuss the contents with Company RFP Team members" OR "This communication contains Company RFP Team information that must be kept confidential. DO NOT copy, forward, or discuss the contents with Hawaiian Electric Proposal Team members."

2. Communications Between the Company RFP Team and Proposers, including the Hawaiian Electric Proposal Team and any Affiliate Team.

During the RFP process, the Energy Contract Manager shall serve as the primary contact person for all RFP communications with Proposers. This is important from the standpoint of maintaining consistency and confidentiality of information between Proposers and the Company. For documentation and oversight purposes, all communications from Proposers must be submitted via the communication means specified in the RFP (e.g. specified website link provided by the Company (the "Company RFP website"), specified RFP electronic procurement platform, and/or specified RFP electronic mail address ("email")). The IO will monitor all communications through any communication means specified in the RFP. To ensure fair and equal access to information, any Hawaiian Electric Proposal Team and/or Affiliate Team shall be considered a Proposer for communication purposes and any request for information from the Hawaiian Electric Proposal Team or Affiliate Team to the Company RFP Team shall be through the communication means specified in the Company RFP.

Subject to confidentiality obligations, it is the objective of the Code of Conduct that all Proposers, including the Hawaiian Electric Proposal Team and any Affiliate Team, receive access to information released by the Company RFP Team, whether in response to a question from a Proposer or not, at the same time.

The communications process for addressing questions and requests for information from Proposers, and for the Company RFP Team to provide information to Proposers, is provided below:

- a. Other than during Company sponsored conferences, Proposers must submit all questions to the Company via the communications means specified in the RFP.
- b. Questions will be reviewed and responses will be coordinated with the appropriate functional area within the Company for a response. Every

reasonable effort will be made to provide responses in a timely manner.

- c. All responses, including the classification of such response, i.e., whether non-confidential or confidential as described below, will be made available to the IO for monitoring purposes. The IO may choose to comment on any response at its discretion.

- d. Depending on the questions received, responses may involve Confidential Information of the Company and/or Proposers. Release of any Company Confidential Information must be approved in advance by the Company executive authorized to release the Confidential Information. Any release of Company Confidential Information shall be accompanied by appropriate confidentiality and non-disclosure agreements, protective orders or other means required to maintain the confidentiality of the Company Confidential Information while still permitting its disclosure under circumstances deemed appropriate by the responsible Company executive. Other non-Company Confidential Information will not be shared without the prior written consent of the owner of such Confidential Information and the execution of appropriate confidentiality and non-disclosure agreements by all recipients of such Confidential Information. Responses will be categorized as follows:
 - i. Non-Confidential Responses: Questions and responses will either be posted directly on the Company RFP website (process- related questions or simple, non-substantive information) or a description of the information that can be made available will be posted and Proposers will be instructed to submit a request to the Company via the communication means specified in the RFP to receive a copy.

 - ii. Confidential Responses: Questions and a description or notice of a Confidential Information response will be posted on the Company RFP website and Proposers will be instructed to submit a

request to the Company via the communications means specified in the RFP to receive instructions on how to access the Confidential Information. The Confidential Information will only be provided to the requestor after receipt of an executed confidentiality and non-disclosure agreement. Only those who have qualified to submit a bid (i.e., Eligible Proposers) and have executed a confidentiality and non-disclosure agreement will be considered for receipt of Confidential Information.

iii. Process for Distribution of Confidential Information: Confidential Information provided in response to questions from proposers may be made available only to parties as indicated above via the following:

A. Confidential Information that is approved for exchanging on a secured access site: (1) Confidential Information may be made available on a secured website with an individual password provided to each approved Proposer; and (2) Confidential Information in documents may be transmitted to approved recipients through the Company's secure email system.

B. Confidential Information that can be made available for inspection only, but cannot be copied: There may be some types of Confidential Information that the Company may consider making available for inspection only with no copies allowed. This type of Confidential Information will be made available on Company premises for inspection only. Proposers will be advised via the communications means specified in the RFP to make arrangements with Company staff to view the Confidential Information.

C. Confidential Information that may not be released: In

the event that Proposers submit questions that require responses that the Company feels are not appropriate to provide for reasons which may include, but not be limited to, safety, security, protection of trade secrets or intellectual property rights, Proposers will be advised as such via the communication means specified in the RFP.

- e. Prior to and during the RFP, developers may direct questions to the Company prior to submitting a Proposal to discuss specific questions regarding their specific Proposal. Questions shall be directed to the communication means specified in the RFP. Questions and responses that do not contain Confidential Information and which are deemed relevant to all Proposers will be published without identifying information via the Company RFP website.
- f. Once bids are received, the Company may submit information requests to Proposers to clarify their proposals or request additional information. All contacts with Proposers will be through the communication means specified in the RFP. All contacts and information exchanged will be under the oversight of the IO.
- g. A single exception to the communication process outlined above shall be instituted for the purpose of facilitating the verification of proposed project models and documentation required to perform the IRS. For this limited scope, the Company's Manager of Interconnection Services will serve as the primary contact person for all such interconnection communications with the Proposers on the Priority List, provided that all necessary confidentiality and non-disclosure agreements are in place. The Manager of Interconnection Services and personnel in the Interconnection Services Department shall be members of the Company RFP Team. Interconnection communications will be limited to a Proposer's bid and

no more information other than as necessary to facilitate such communications will be permitted. Discussion of locations of proposed projects shall be limited to that necessary only to determine the interconnection requirements of such project. The IO shall have the right to monitor all such communications in his/her discretion.

3. Communications Between the Company and the Commission.

The Company's Regulatory Affairs staff will be responsible for initiating communication with the Commission regarding the RFP or the Company's evaluation process. Regular updates may be provided to the Commission regarding the RFP process if requested.

4. Communications Between the Company RFP Team and the IO.

Communications between the Company RFP Team and the IO will be required for many aspects of the evaluation process. The IO is also required to maintain confidentiality of any Confidential Information. The IO will coordinate all activities through the Energy Contract Manager. The IO will be invited to participate in any meetings or discussions between the Company RFP Team and the Proposers and other communications as noted above. Sufficient notice will be provided whenever possible and teleconference and/or web conference alternatives may be utilized.

5. Communications Between the Company RFP Team and the Hawaiian Electric Proposal Team or any Affiliate Team.

Any communication between the Company RFP Team and the Hawaiian Electric Proposal Team or any Affiliate Team with respect to the RFP shall be handled no differently than with Proposers and other outside parties. Accordingly, the Hawaiian Electric Proposal Team or any Affiliate Team will be required to submit any questions or information requests to the Company RFP Team via the communication method specified in the RFP and all responses will be provided in the same manner as to other Proposers. Accordingly, as stated in Section

2 above, responses will be provided to the IO for monitoring purposes via email or the PowerAdvocate messaging system. Members of the Company RFP Team are prohibited from providing any input into the development of the Hawaiian Electric proposal option by the Company or an Affiliate. Company RFP Team members are prohibited from sharing any Confidential Information (i.e., detailed evaluation criteria, other proposals, etc.) with any Hawaiian Electric Proposal or Affiliate Teams except in accordance with the procedures in the Code of Conduct, this Manual or the RFP.

Company RFP Team members and Hawaiian Electric Proposal Team members may continue to work with each other on projects not related to the RFP or not prohibited by the RFP, the Framework, the Code of Conduct or this Procedures Manual. Further, members of each respective team do not have to be physically separated from each other, but members of each team must make reasonable efforts to keep all Confidential Information (including electronic data) secure and inaccessible to the other team.

Company RFP Team members and Affiliate Team members may continue to work with each other on matters not related to the RFP or not prohibited by the RFP, the Framework, the Code of Conduct or this Procedures Manual, but only as permitted under the ATRs.

6. Communications among the Company RFP Team, the Hawaiian Electric Proposal Team and Shared Resources.

Shared Resources may provide services to the Company RFP Team and the Hawaiian Electric Proposal Team (but not any Affiliate Team). Shared Resources shall be limited as much as possible to instances where Company resources cannot provide a dedicated member to the Company RFP Team and the Hawaiian Electric Proposal Team at the same time and still provide the necessary functions of its area to the Company as a whole. Shared Resources are expressly prohibited from providing any information developed on behalf of the Company RFP Team to the Hawaiian Electric Proposal Team or any information developed on behalf of the Hawaiian Electric Proposal Team with the Company RFP Team, except through

the formal communication process outlined above, i.e., through the communication means specified in the RFP.

Additionally, a written record of the time, date and substance of all conversations, data and written material directly or indirectly exchanged with the Company RFP Team or the Hawaiian Electric Proposal Team that pertain to the RFP shall be maintained on the Communications Log. The RFP Communication Tool Kit SharePoint Site will be set up and managed by the Energy Contract Manager to provide an easy to use and understand mechanism to log and memorialize these conversations.

Shared Resources will not have direct access to the Company's shared drive developed for the RFP process which will include documentation of the bid evaluation results.

7. Communications between the Company RFP Team, the Hawaiian Electric Proposal Team and any Unassigned Company Resource or consultant that is not a Shared Resource.

There may be times where a Company RFP or Hawaiian Electric Proposal team (but not an Affiliate Team) member may need ancillary or other ministerial or administrative assistance that requires communication and/or assistance from Company personnel who are neither on any team nor considered a Shared Resource. Under those circumstances, such personnel may assist the requesting team member on an ad hoc basis upon the following conditions:

- a. The essential team member making the request must inform the Company personnel that sharing of the requested information or assistance with the other team, be it the Company RFP or Hawaiian Electric Proposal Team, is expressly prohibited under the Code of Conduct.
- b. The assisting Company personnel shall complete the Code of Conduct training and sign the Code of Conduct Acknowledgement.

c. The assisting Company personnel shall be directed to the Roster provided by such requesting team member to determine and/or confirm the restrictions on communication with the other team members. The essential team member making the request will ensure the Roster is updated by the Energy Contract Manager to include the assisting Company personnel.

d. A written record of the time, date and substance of all conversations, data and written material directly or indirectly exchanged with the Company RFP Team or the Hawaiian Electric Proposal Team that pertain to the RFP shall be maintained on the Communication Log. The RFP Communication Tool Kit SharePoint Site will be set up and managed by the Energy Contract Manager to provide an easy to use and understand mechanism to log and memorialize these conversations.

e. If assistance from an Unassigned Company Resource becomes more than occasional or more substantive than ancillary, ministerial or administrative services, the Unassigned Company Resource should be considered for inclusion on the team that he/she has been assisting on such basis. Additionally, the Unassigned Company Resource may also be considered for inclusion as a Shared Resource. Members of the Company RFP Team and/or Hawaiian Electric Proposal Team shall consult with the Company executive for resolution.

8. Communications between the Company RFP Team, the Hawaiian Electric Proposal Team and Company Management.

The Company RFP Team and the Hawaiian Electric Proposal Team will necessarily require management approval of the RFP and the Hawaiian Electric Proposal Team proposal. Because of the size of the Company, it may be possible that a single employee (at whatever level) (the "Approver") may have approval responsibility for matters affecting the RFP and the Hawaiian Electric Proposal Team proposal. Approvers in this situation must use their best judgment in making decisions reviewing and approving matters for the respective

teams. The Code of Conduct must be adhered to in these situations and the Approver must not communicate matters learned from the Company RFP Team with the Hawaiian Electric Proposal Team.

If an Approver feels that he/she cannot manage this potential conflict, the Approver is recommended to consult with his/her immediate supervisor to determine whether such higher authority could be appointed with the task of reviewing and approving matters for a designated team, either the Company RFP Team or the Hawaiian Electric Proposal Team. In matters where a team of employees (including one or more Approvers) is responsible for reviewing and approving matters for the respective teams, approving employees (from whatever level, including executives) with information from reporting personnel beneath them from both the Company RFP Team and the Hawaiian Electric Proposal Team may consider recusing himself/herself from the decision making if such employee cannot objectively make a decision on the matter.

Finally, an Approver may be a member of the Company RFP Team and have a subordinate reporting to him/her that is a member of the Hawaiian Electric Proposal Team (or vice versa). In such situations, because the Code of Conduct prohibits communication between the teams, the Approver must recuse himself/herself from the decision making and request his/her manager to review and approve the matter in his/her place.

In all instances, it is possible that any particular situation above may be addressed and/or resolved by the terms and conditions of the Company's internal code of conduct implemented for all employees and consultants of the Company. As appropriate, an Approver or any other team member, Energy Contract Manager or Company executive in Charge may involve the Company's Corporate Compliance Officer for input and possible resolution under the Company's internal corporate code of conduct.

V. WHEN THE CODE OF CONDUCT BECOMES EFFECTIVE

A. Prior to development of the requirements for the RFP, the Code of Conduct for the RFP will be activated. However, if the Hawaiian Electric Proposal Team determines at any time that it will not pursue a Hawaiian Electric option for the RFP, the Code of Conduct may be

de-activated.

B. Upon the activation of the Code of Conduct, members of the Company RFP Team and the Hawaiian Electric Proposal Team must then conduct activities on the RFP or Hawaiian Electric proposal process in compliance with the Code of Conduct. Once identified and having commenced work, no information may be shared outside the respective team members with respect to the RFP or a Hawaiian Electric Proposal Team option except through the formal communication processes outlined above.

C. Immediately upon assignment to a Company team (RFP or Hawaiian Electric Proposal), designation as a Shared Resource, or request to assist as an Unassigned Company Resource, each such employee or consultant must review this Manual, and sign the Code of Conduct Acknowledgement.

D. Within the RFP process, after a member has been assigned to a particular Company team (RFP or Hawaiian Electric Proposal), he or she will not be able to transfer to the other Company team during the pendency of any particular stage or phase of a particular RFP. Transfers of members of any particular team to another team after the RFP, or a particular stage or phase of the RFP, is completed shall be governed by the transfer rules specified herein. It is the responsibility of each team to fill vacant team positions with employees that have not been previously assigned as a team member for a team until the RFP, or the particular stage or phase of the RFP, has been completed.

E. Each employee and consultant working on the RFP shall review the Code of Conduct and sign the Code of Conduct Acknowledgement attesting to his/her compliance with the Code of Conduct until the employee is no longer working in the position he/she was in while working on the RFP.

F. The Energy Contract Manager will be responsible for maintaining the Roster and the signed Code of Conduct Acknowledgements. The Company Executive in Charge shall be responsible for ensuring compliance with the Code of Conduct and shall have the written authority and obligation to enforce the Code of Conduct.

VI. IMMEDIATE ACTIONS UPON ACTIVATION OF THE CODE OF CONDUCT

The following items are required to be completed as soon as possible after activation of the Code of Conduct, but no later than the designated events specified for each item below.

A. Prior to development of the requirements for the RFP, a Roster listing employees and consultants in their role; Company RFP Team, Hawaiian Electric Proposal Team, Shared Resource or Unassigned Company Resource, will be generated with roster members known at that time. Additions to the rosters may be made at any time. When the IO is appointed, the current Roster shall be provided to him/her. The Roster shall be placed in the RFP Communication Tool Kit SharePoint Site so that any Company personnel can access the database to determine the identity of the respective teams and Shared Resources.

B. Upon the finalization of the Roster for the RFP, the Energy Contract Manager shall verify that all employees (whether full-time, part-time, temporary, or contract) and consultants involved in the competitive bidding process, such as members of the Company RFP Team, the Hawaiian Electric Proposal Team, Shared Resources or Unassigned Company Resources, have acknowledged receipt of the Code of Conduct and his or her responsibility to comply with the Code of Conduct by submitting the Code of Conduct Acknowledgement (with electronic acknowledgment being acceptable). If an employee or consultant is later added to a team, the Energy Contract Manager shall also verify that such employee or consultant has submitted the Code of Conduct Acknowledgment.

C. Prior to any solicitation for comments or questions to the RFP, establishment of the Company email address to accept requests for information from Proposers, including the Hawaiian Electric Proposal Team or any Affiliate Team.

D. Prior to the drafting of any documents for any particular RFP, establishment of the Company-secured site that houses the accessible database (such as SharePoint).

VII. WHEN THE CODE OF CONDUCT TERMINATES

A. The Code of Conduct for the RFP will terminate after the following two conditions

are met when:

- the final contract(s) for the RFP conducted under the Framework with the successful proposer(s) is/are executed, or when written notice of termination of the RFP to be conducted under the Framework is provided by the Manager of Energy Procurement or his/her designee to the IO and the Commission, and
- a certification of Code of Conduct compliance by all employees participating in the RFP process is submitted by affidavit by the Company Executive in Charge.

B. The Code of Conduct shall remain in effect through all stages or phases of a particular RFP, regardless of the length of time between such stages or phases in the RFP, subject to any clarifying or modifying Commission order.

VIII. DOCUMENTATION FORMS

The following documentation forms may be utilized by those Company personnel involved in the RFP. These forms may be amended from time to time as necessary. Additional forms may also be developed as determined necessary.

- Code of Conduct Acknowledgement
- Communications Log
- Roster

IX. APPLICABILITY OF THE ATRs

Except as specifically made applicable under Section V.C.1.i of the ATRs with respect to wholesale power procurement from Affiliates, the ATRs shall not apply to RFP matters covered by the Framework, the Code of Conduct and this Procedures Manual as it relates to the Company's interactions between the Company RFP Teams and Affiliate Teams. Reference to the ATRs in the Code of Conduct and/or this Manual are specifically for matters outside the Company's administration of the RFP; provided, however, that such applicability may be revised as necessary and as may be directed by the Commission for any RFP.¹

¹ See Decision and Order No. 35962, filed on December 19, 2018, in Docket 2018-0065, at 56-57.

DRAFT
REQUEST FOR PROPOSALS
FOR
FIRM RENEWABLE DISPATCHABLE GENERATION
ISLAND OF O‘AHU

FEBRUARY 28, 2022

Docket No. TBD

Appendix D – PowerAdvocate User Information



**Hawaiian
Electric**

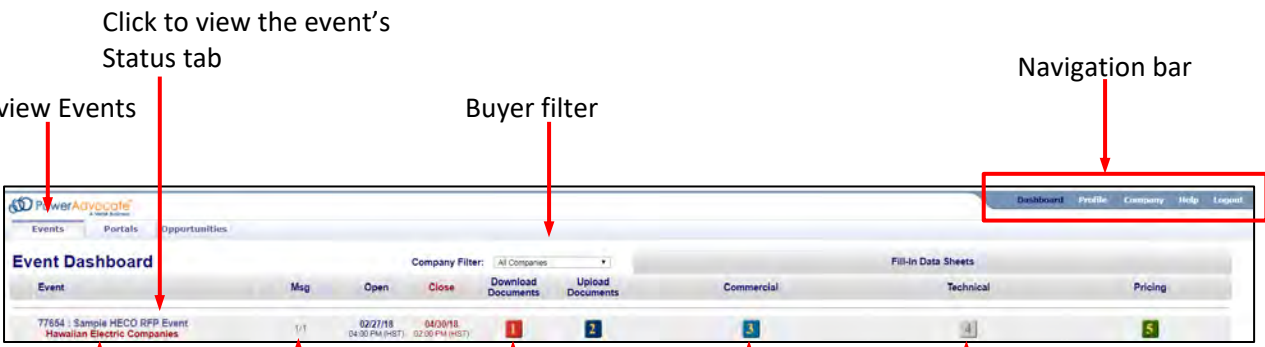
Sourcing Intelligence Quick Start for Suppliers

Logging In

1. Launch a web browser and go to www.poweradvocate.com
2. Click the orange **Login** button.
3. Enter your account **User Name** and **Password** (both are case-sensitive) and click **Login**.
4. Click the **Events** tab if it is not already displayed.

Dashboard

Your Dashboard lists the events you have been invited to. A line divides currently accessible events from others.



Click to view Events

Click to view the event's Status tab

Buyer filter

Navigation bar

Buying entity

Number of unread/total messages

Click to view the event's Messaging tab

Click numbers to view event tabs

Datasheet available

No datasheet available

- Click an event name to view its Status tab, which displays a summary of your activity and key event dates. To view specific details of an event, click the buttons 1-5 to view the corresponding tab.
- To return to the Dashboard, click **Dashboard** in the navigation bar at the top of the window.
- An event will not appear on your Dashboard until you have been added as a participant.

Downloading Bid Packages

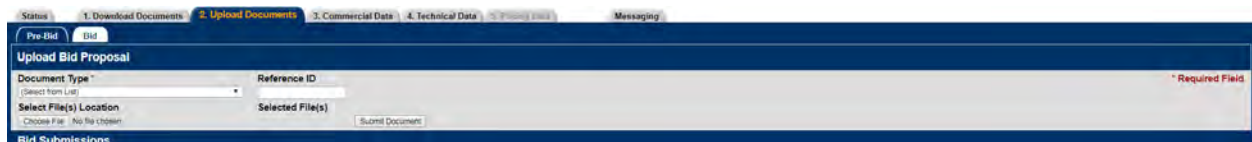
All of the Buyer’s bid package documents (if any) are centrally stored on the PowerAdvocate Platform. To view bid documents, click “1” on your Dashboard or on the **1. Download Documents** tab from within the event.



- You can access the **Bid** sub-tab after the event opens. You can access Buyer documents before the event is opened from the **Pre-Bid** sub-tab, if the Buyer utilizes this feature.
- To view or download a document, click the file name.
- To download multiple documents:
 1. Select the checkbox in the Download column for each document you wish to download or click **Select All**.
 2. Click **Download Selected Files**.

Uploading Documents

To upload your documents, click “2” on your Dashboard, or on the **2. Upload Documents** tab from within the event.



- Do not upload any files to the Pre-Bid tab.
- To upload a document to the Bid tab:
 1. Specify a **Document Type** (Reference ID can be left blank).
 2. Click **Choose File**, navigate to and select the document, and then click Open; multiple files can also be compressed into one .zip file for upload.
 3. Click **Submit Document**.

Datasheets

Datasheets (3. Commercial Data, 4. Technical Data, 5. Pricing Data) will not be used in this RFP event. All Proposal information will be uploaded for submission through the 2. Upload Documents tab. Buttons/tabs are grayed out if the event is not using a particular type of datasheet.

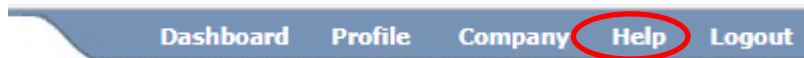


Communicating with the Bid Event Coordinator/Company Contact

Suppliers should use Email to contact the Bid Event Coordinator/Company Contact while the bid event is open. In this RFP, PowerAdvocate Messaging will not be used.

Getting More Information

- Click **Help** on the navigation bar to display online help.



- Supplier documentation can be downloaded from the online help system.
- Call PowerAdvocate Support at 857-453-5800 (Mon-Fri, 8 a.m. to 8 p.m. Eastern Time) or e-mail support@poweradvocate.com.

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REQUEST FOR PROPOSALS
FOR
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ISLAND OF O‘AHU

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Docket No. TBD

*Appendix E – Mutual Confidentiality and
Non-Disclosure Agreement*



**Hawaiian
Electric**

APPENDIX E
MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
Independent Power Producers – (“IPPs”)

This Mutual Confidentiality and Non-Disclosure Agreement (this “Agreement”) is effective as of _____, 20____ (the “Effective Date”) between INSERT NAME OF IPP, a [State of incorporation/organization] [type of entity] (“IPP”) and Hawaiian Electric Company, Inc., a Hawai‘i corporation (the “Company”). In consideration of the mutual promises contained in this Agreement, including the provision of Confidential Information (as defined below) by either party to the other hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Background

The Company has issued, or intends to issue, a Request for Proposals (“RFP”) for firm, renewable energy generation projects. The IPP has submitted, or intends to submit, one or more proposals for a nominal [] MW [TYPE OF FACILITY] facility located on the island of O‘ahu, State of Hawai‘i (“Proposal”).

In connection with the IPP’s proposed project, the Company may conduct an interconnection requirements study (“IRS”) to establish the requirements for interconnection of the IPP’s proposed project to the Company’s electric grid. The RFP process may also result in the award of a potential power purchase agreement, the terms of which must be agreed upon by the parties (“PPA Negotiations”). For purposes of this Agreement, the term “Project” refers to the RFP, Proposal, potential IRS and PPA Negotiations.

In order to evaluate the Project, either party may from time to time provide to the other party certain Confidential Information. The parties are willing to provide such Confidential Information to each other upon the terms and conditions of this Agreement.

2. Confidential Information

Except as set forth in Section 3 (Exclusions from Confidential Information) below, “Confidential Information” means all non-public, confidential or proprietary information disclosed by either party (the “Provider”) to the other party (a “Recipient”) its affiliates and its and their directors, officers, employees, agents, advisors, consultants, contractors, financing parties and investors (including, without limitation, financial advisors, counsel and accountants) and controlling entities or individuals (collectively, “Representatives”) whether disclosed orally or disclosed or accessed in written, electronic or other form of media, and whether or not marked or otherwise identified as “confidential,” including, without limitation:

(a) all information concerning the Provider and its affiliates’, and their customers’, contractors’, suppliers’, financing parties’, investors’ and other third parties’ past, present and future business affairs including, without limitation, finances, customer information, supplier information, pricing and cost information, products, services, designs, processes, organizational

structure and internal practices, forecasts, sales and other financial results, records and budgets, business, marketing, development, sales, other commercial information and strategies, and negotiating positions and drafts made or exchanged between IPP and the Company during negotiations or other discussions prior to such negotiated documents or agreements becoming public;

(b) all “Personally Identifiable Information,” which shall include all information belonging to an individual that may be used to track, locate, or identify such individual, or which is otherwise protected by privacy laws, including but not limited to IP address, residential address, personal telephone number, social security number, date of birth, government-issued identification number, financial account number, personal email address, and username or password, all of which shall always be considered and deemed to be Confidential Information whether marked as “confidential” or not;

(c) all “Critical Infrastructure Confidential Information” concerning the Company’s generation, transmission, and distribution systems or its information technology or security systems, including but not limited to all designs, specifications, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing, all of which shall always be considered and deemed to be Confidential Information whether marked as “confidential” or not;

(d) the Provider’s unpatented inventions (whether or not they are patentable), ideas, methods and discoveries, techniques, formulations, development plans, trade secrets, know-how, unpublished patent applications and other confidential intellectual property;

(e) all previously disclosed information designated as or deemed to be “Confidential Information” under previous nondisclosure and confidentiality agreements executed between the parties, whether expired or still in effect, it being the understanding of the parties that any/all such agreement(s) be deemed superseded by this Agreement and that all Confidential Information exchanged between the parties to date shall be henceforth governed by this Agreement;

(f) any third-party confidential information included with, or incorporated in, any information provided by the Provider to the Recipient or its Representatives, including source code of any of Provider’s vendors or suppliers; and

(g) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials (“Notes”) prepared by or for the Recipient or its Representatives that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing.

IPP and the Company understand that in the course of obtaining approval of the Project, any documents filed with the State of Hawai‘i Public Utilities Commission (“Commission”) may be considered government records subject to the Uniform Information Practices Act (“UIPA”), Hawai‘i Revised Statutes (“HRS”) Chapter 92F.

All written Confidential Information provided to the Company by IPP and marked as “confidential” in response to a request by the Company for purposes of filing such information with the Commission shall be accompanied in writing by (1) a clear statement of the basis for its confidential status, including the applicability of any UIPA exceptions under HRS § 92-13, (2) a description, with particularity, of the cognizable harm to IPP if such information were to be disclosed publicly, and (3) if applicable, any additional justification or harm to IPP were the Confidential Information to be disclosed to other parties or participants in the subject Commission proceeding (collectively, the “Justification”). IPP expressly allows the Company to disclose or otherwise use the Justification in order to justify withholding the Confidential Information from public disclosure in accordance with this Agreement, including without limitation, filing of the information in a Commission proceeding pursuant to Section 4(e) below and, to the extent necessary, any required disclosure pursuant to Section 5 (Required Disclosure and Notice) below. The IPP will provide the Company with such Justification within three (3) business days of the Company’s written request for such Justification, provided that if the Company is given less than five (5) business days by the Commission to produce the Justification, then the IPP will provide the Company with the Justification not less than 24 hours before the Company’s due date for such Justification, provided that (1) the Company provides the IPP with the request as soon as reasonably practicable and (2) to the extent possible, IPP shall be given at least one full business day to provide the Justification.

A Provider shall be permitted to designate as “confidential” information previously provided to Recipient at which point such information shall become and be deemed to be Confidential Information under this Agreement, provided that such information is not specifically excluded under Section 3 (Exclusions from Confidential Information) below. Notwithstanding anything to the contrary stated herein, any “Confidential Information” previously provided by IPP under any previously executed nondisclosure and confidentiality agreement shall not require a Justification unless such is requested by the Company in connection with a required or anticipated disclosure described herein.

3. Exclusions from Confidential Information

Except as required by applicable federal, state, or local law or regulation, the term “Confidential Information” as used in this Agreement shall not include information that:

(a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by the Recipient or any of its Representatives; provided, however, that Confidential Information shall not be disqualified as Confidential Information (i) merely because it is embraced by more general or generic information which is in the public domain or available from a third party, or (ii) if it can only be reconstructed from information taken from multiple sources, none of which individually shows the whole combination (with matching degrees of specificity);

(b) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient by a contractual or other obligation to the Provider;

(c) was known by or in the possession of the Recipient or its Representatives, as established by documentary evidence, prior to being disclosed by or on behalf of the Provider pursuant to this Agreement;

(d) was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Provider's Confidential Information; or

(e) was or is learned or established entirely from public sources, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Provider's Confidential Information.

PROVIDED, however, that under no circumstance shall Critical Infrastructure Confidential Information ever be deemed to be excluded from being considered or deemed Confidential Information.

The parties acknowledge and understand that the confidentiality obligations of this Agreement apply only to the Confidential Information shared in connection with the Project. The parties may share other information with each other under other agreements, provisions or understandings which are not related to the Project. Such information sharing shall be subject to the provisions of the agreements and confidentiality provisions associated thereto and this Agreement shall not be construed to infringe upon or apply to such agreements or provisions.

4. Non-Disclosure of Confidential Information

Unless otherwise agreed to in writing by the Provider, the Recipient agrees as follows:

(a) except as required by law, not to disclose or reveal any Confidential Information to any person or entity other than its Representatives who are actively and directly participating in or advising on the evaluation, consummation, approval, development, investment, financing, construction or operation of the Project, and where Company is the Recipient, Company's operation as an electric utility (the "Acceptable Purposes"), or those Representatives who otherwise need to know the Confidential Information for such Acceptable Purposes.

(b) not to use Confidential Information for any purpose other than in connection with the Acceptable Purposes.

(c) except as required by law, not to disclose to any person or entity (other than those of its Representatives who are actively and directly participating in the Acceptable Purposes or those Representatives who otherwise need to know such Confidential Information for such Acceptable Purposes) any information about the Project, or the terms or conditions or any other facts relating thereto, including, without limitation, the fact that discussions are taking place with respect thereto or the status thereof, or the fact that Critical Infrastructure Confidential Information has been made available to the Recipient or its Representatives.

(d) to use diligent efforts to safeguard and protect the confidentiality of the Confidential Information, including, at minimum, implementing the same commercial measures that the Recipient uses to protect its own confidential information. Before disclosing the Confidential Information to any Representative, the Recipient will inform such Representative of the confidential nature of such information, their duty to treat the Confidential Information in accordance with this Agreement and shall ensure that such Representative is legally bound by the terms and conditions of this Agreement or subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement.

(e) Any provision herein to the contrary notwithstanding, the Company and IPP may disclose Confidential Information to (i) the Commission's independent observer, provided that such disclosure is made pursuant to a non-disclosure agreement with the independent observer; and (ii) the Commission and/or the State of Hawai'i Division of Consumer Advocacy (including their respective staffs) provided that such disclosure is made under a protective order entered in the docket or proceeding with respect to which the disclosure will be made or any general protective order entered by the Commission. If IPP is a party or participant in the docket or proceeding under which disclosure of IPP's Confidential Information is being sought, IPP shall be solely responsible for providing the Justification associated with such Confidential Information.

5. Required Disclosure and Notice

If the parties or any of their Representatives become legally compelled (by deposition, interrogatory, request for documents, information request, subpoena, civil investigative demand, court order, or similar process) to disclose any of the Confidential Information (other than a situation covered by Section 4(e) above), the compelled party shall undertake reasonable efforts to provide the other party with notice within three (3) business days of such requirement or advice prior to disclosure so that the other party may (a) seek a protective order or other appropriate remedy, (b) consult with the other party with respect to the compelled party taking steps to resist or narrow the scope of such requirement or advice, and/or (c) waive compliance, in whole or in part, with the terms of this Agreement. If such protective order or other remedy is not obtained, or the other party waives compliance with the provisions hereof, the compelled party agrees to furnish only that portion of the Confidential Information which it is legally required to so furnish and, at the request of the other party, to use reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information, it being understood that such reasonable efforts shall be at the cost and expense of the party whose Confidential Information has been sought. In any event, neither the IPP nor any of its Representatives will oppose action by the Company to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

6. Return or Destruction of Confidential Information

At any time during or after the term of this Agreement, at the Provider's written request, and in any event, upon the termination of the Agreement, the Recipient shall certify within ten (10) business days that it has destroyed all Confidential Information by using industry standard data elimination methods used to prevent unauthorized disclosure of information, and for Personally Identifiable Information, such methods shall be consistent with HRS Chapter 487-R; provided,

however, that with respect to Confidential information in tangible form, the Recipient may return such Confidential Information to the Provider within ten (10) business days in lieu of destruction. The Recipient's sole obligation with respect to the disposition of any Notes shall be to redact or otherwise expunge all such Confidential Information from such Notes and certify to the Provider that it has so redacted or expunged the Confidential Information. Notwithstanding the foregoing, with respect to any Confidential Information stored in Recipient's disaster recovery backups or other electronic archives, Recipient is not required to destroy such Confidential Information if it would impose a material cost or burden; provided, however, such Confidential Information shall be destroyed when such archives are destroyed in accordance with Recipient's records retention policies.

7. Authority

Each party represents and warrants that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement, understands it and agrees to be bound by it.

8. No Representations or Warranties

Neither the Provider nor any of its Representatives make any express or implied representation or warranty as to the accuracy or completeness of any Confidential Information disclosed to the Recipient hereunder, and the Recipient agrees that it is not entitled to rely on the accuracy or completeness of any Confidential Information. Neither the Provider nor any of its Representatives shall be liable to the Recipient or any of its Representatives relating to or arising from the use of any Confidential Information or for any errors therein or omissions therefrom. Notwithstanding the foregoing, the Recipient shall be entitled to rely solely on such representations and warranties regarding Confidential Information as may be made to it in any final agreement relating to the Project, subject to the terms and conditions of such agreement.

9. No Other Obligations

Neither this Agreement nor the disclosure of the Confidential Information shall result in any obligation on the part of either party to enter into any further agreement with the other with respect to the subject matter hereof or otherwise, to purchase any products or services from the other, or to require either party to disclose any further information to the other. Nothing in this Agreement shall be deemed to constitute either party hereto as partner, agent or representative of the other party or to create any fiduciary relationship between the parties. Either party may offer products or services which are competitive with products or services now offered or which may be offered by the other. Subject to the express terms and conditions of this Agreement, neither this Agreement nor discussions and/or communications between the parties will impair the right of either party to develop, make, use, procure, and/or market any products or services, alone or with others, now or in the future, including those which may be competitive with those offered by the other. Whether or not the Project is consummated, neither party shall issue a press release or release any information to the general public concerning such transaction or the absence thereof without the express prior written consent of the other, and the parties agree that neither party will

use the other's name whether by including reference to the other in any press release, list of customers advertising that its services are used by the Company or otherwise, without written authorization by the respective party's authorized representative.

10. Property Rights in Confidential Information

All Confidential Information shall remain the sole and exclusive property of the Provider and nothing in this Agreement, or any course of conduct between the parties shall be deemed to grant to the Recipient any license or rights in or to the Confidential Information of the Provider, or any part thereof. Unless otherwise expressly agreed in a separate license agreement, the disclosure of Confidential Information to the Recipient will not be deemed to constitute a grant, by implication or otherwise, of a right or license to the Confidential Information or to any patents or patent applications of the Provider.

11. Publicly Traded Company

The IPP acknowledges that the Company's holding company is a publicly traded company, and that Confidential Information of the Company may constitute material, non-public information with respect to the Company. The IPP understands, and will advise its Representatives to whom Confidential Information of the Company is disclosed, of the restrictions imposed by the United States securities laws on (a) the purchase or sale of securities by any person in possession of material, non-public information with respect to such securities, and (b) the communication of material, non-public information with respect to securities to a person who may purchase or sell such securities in reliance upon such information.

12. Remedies

(a) Each party acknowledges and agrees that any breach or threatened breach of this Agreement may give rise to an irreparable injury to the Provider or its Representatives, for which compensation in damages is likely to be an inadequate remedy. Accordingly, in the event of any breach or threatened breach of this Agreement by the Recipient or its Representatives, the Provider shall be entitled to seek equitable relief, including in the form of injunctions and orders for specific performance, in addition to all other remedies available at law or in equity.

(b) In the event that the Recipient learns of dissemination, disclosure, or use of the Confidential Information which is not permitted by this Agreement, the Recipient shall notify the Provider immediately in writing and shall use reasonable efforts to assist the Provider in minimizing damages from such disclosure. Such remedy shall be in addition to and not in lieu of any other rights or remedies available to the Provider at law or in equity.

(c) Recipient shall indemnify, defend and hold harmless Provider and Provider's officers, directors and employees (and each of their heirs, successors and assigns) (the "Indemnified Parties") from and against all losses, damages, claims and actions, including, without limitation, reasonable attorneys' fees and costs, and all expenses incidental to such losses, damages, claims or actions ("Losses"), based upon or arising out of, or to the extent caused or contributed to by the breach of Recipient's confidentiality obligations with respect to Critical

Infrastructure Confidential Information or Personally Identifiable Information; such rights to indemnification shall apply regardless of whether any act, omission, misconduct, negligence or default on the part of the Indemnified Parties contributed to the Losses, unless such act, omission, misconduct, negligence or default by an Indemnified Party was the sole or primary cause of the Losses.

13. Cumulative Remedies

No rights or remedy herein conferred upon or reserved to either party hereunder is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Agreement, or under applicable law, whether now or hereafter existing.

14. Notice

(a) By delivering written notice, either party may notify the other that it no longer wishes to receive or provide Confidential Information. Any further information received or provided by the party who received such notice following receipt of such notice, shall not be subject to the protection of this Agreement.

(b) All notices, consents and waivers under this Agreement shall be in writing and will be deemed to have been duly given when (i) delivered by hand, (ii) sent by electronic mail (“E-mail”) (provided receipt thereof is confirmed via E-mail or in writing by recipient), (iii) sent by certified mail, return receipt requested, or (iv) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and E-mail Addresses set forth below (or to such other addresses and E-mail addresses as a party may designate by notice to the other party):

(1) Company:

By Mail:

Hawaiian Electric Company, Inc.
P.O. Box 2750
Honolulu, Hawaii 96840
Attn: Manager of Procurement, Renewable Acquisition Division

Delivered By Hand or Overnight Delivery:

Hawaiian Electric Company, Inc.
Ward Receiving
Mail Code CP21-IU
799 S. King Street
Honolulu, Hawaii 96813
Attn: Manager of Procurement, Renewable Acquisition Division

By E-mail:

Hawaiian Electric Company, Inc.
Attn: Manager of Procurement, Renewable Acquisition Division
Email: renewableacquisition@hawaiianelectric.com

With a copy to:

By Mail:

Hawaiian Electric Company, Inc.
Legal Department
P.O. Box 2750
Honolulu, Hawaii 96840

Delivered By Hand or Overnight Delivery:

Hawaiian Electric Company, Inc.
American Savings Bank Tower
1001 Bishop Street, Suite 1100
Honolulu, Hawai'i 96813
Attn: Legal Department

By E-mail:

Hawaiian Electric Company, Inc.
Legal Department
Email: legalnotices@hawaiianelectric.com

(2) IPP

By Mail:

[INSERT ADDRESS/CONTACT]

Delivered By Hand or Overnight Delivery:

[INSERT ADDRESS/CONTACT]

By E-mail:

[INSERT ADDRESS/CONTACT]

With a copy to:

By Mail:

[INSERT ADDRESS/CONTACT]

Delivered By Hand or Overnight Delivery:

[INSERT ADDRESS/CONTACT]

By E-mail:

[INSERT ADDRESS/CONTACT]

15. No Waiver

Except as otherwise provided in this Agreement, no delay or forbearance of a party in the exercise of any remedy or right will constitute a waiver thereof, and the exercise or partial exercise of a remedy or right shall not preclude further exercise of the same or any other remedy or right.

16. Governing Law

This Agreement is made under, governed by, construed and enforced in accordance with, the laws of the State of Hawai‘i. Any action brought with respect to the matters contained in this Agreement shall be brought in the federal or state courts located in the State of Hawai‘i. Each party agrees and irrevocably consents to the exercise of personal jurisdiction over each of the parties by such courts and waives any right to plead, claim or allege that the State of Hawai‘i is an inconvenient forum or improper venue.

17. Attorneys’ Fees and Costs

If there is a dispute between the parties and either party institutes a lawsuit, arbitration, mediation or other proceeding to enforce, declare, or interpret the terms of this Agreement, then the prevailing party in such proceeding shall be awarded its reasonable attorneys’ fees and costs.

18. Assignment Prohibited

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and permitted assigns. Neither party shall have the right to assign any of its rights, duties or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party. Any purported assignment in violation of this section shall be null and void.

19. No Third Party Beneficiaries

Nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties and their successors and permitted assigns.

20. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, superseding all prior and contemporaneous agreements, understandings or undertakings, oral or written with respect to the subject matter. Any amendment or modification

of this Agreement or any part hereof shall not be valid unless in writing and signed by the Parties. Any waiver hereunder shall not be valid unless in writing and signed via by the party against whom waiver is asserted.

21. Term and Survival

This Agreement shall remain in full force and effect for a period of five (5) years from the Effective Date. All confidentiality obligations of this Agreement with respect to Confidential Information provided to Recipient during the term of this Agreement shall survive following expiration or termination of this Agreement until such Confidential Information is returned to Provider or destroyed in accordance with Section 6 hereinabove.

22. Severability

If any term or provision of this Agreement, or the application thereof to any person, entity or circumstances is to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, and the parties will take all commercially reasonable steps, including modification of the Agreement, to preserve the economic “benefit of the bargain” to both parties notwithstanding any such aforesaid invalidity or unenforceability.

23. Negotiated Terms

The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this Agreement.

24. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument binding all parties notwithstanding that all of the parties are not signatories to the same counterparts. For all purposes, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document. The parties agree that this Agreement and any subsequent writings, including amendments, may be executed and delivered by exchange of executed copies via E-mail or other acceptable electronic means, and in electronic formats such as Adobe PDF or other formats mutually agreeable the parties which preserve the final terms of this Agreement or such writing. A party’s signature transmitted by E-mail or other acceptable electronic means shall be considered an “original” signature which is binding and effective for all purposes of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on its behalf by a duly authorized representative, all as of the Effective Date.

HAWAIIAN ELECTRIC COMPANY, INC.

By: _____
Print Name: _____
Its: _____

“Company”

[Insert Name of IPP]

By: _____
Print Name: _____
Its: _____

“IPP”

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REQUEST FOR PROPOSALS
FOR
FIRM RENEWABLE DISPATCHABLE GENERATION
ISLAND OF O‘AHU

FEBRUARY 28, 2022

Docket No. TBD

Appendix F – Reserved



**Hawaiian
Electric**

DRAFT
REQUEST FOR PROPOSALS
FOR
FIRM RENEWABLE DISPATCHABLE GENERATION
ISLAND OF O‘AHU

FEBRUARY 28, 2022

Docket No. TBD

*Appendix G – Hawaiian Electric Proposal Team
Certification Form*



**Hawaiian
Electric**

Appendix G – Self-Build Option

Overview

To the extent that there are Hawaiian Electric Proposals to the RFP, the Company will endeavor to evaluate these Hawaiian Electric Proposals on a fair basis compared to third party Proposals. As described in Section 1.9.1 of the RFP, “[t]he Competitive Bidding Framework allows the Company the option to offer a Self-Build Proposal in response to this RFP (“Hawaiian Electric Proposal”). Accordingly, the Company must follow certain requirements and procedures designed to safeguard against and address concerns associated with: (1) preferential treatment of the Hawaiian Electric Proposal or members, agents or consultants of the Company formulating the Hawaiian Electric Proposal Team; and (2) preferential access to proprietary information to the Hawaiian Electric Proposal Team.” A Hawaiian Electric Proposal will be required to comply with the provisions in the Framework for Competitive Bidding (“Framework”) as well as this RFP.

In addition to its Proposal, the Hawaiian Electric Proposal Team will be required to submit Attachment 1 to this Appendix G, Hawaiian Electric Proposal Team Certification Form, acknowledging it has followed the rules and requirements of the RFP to the best of its ability and has not engaged in any collusive actions or received any preferential treatment or information providing an impermissible competitive advantage to the Hawaiian Electric Proposal Team over other proposers responding to this RFP, as well as adherence to PPA terms and milestones required of all proposers and the Hawaiian Electric Proposal’s proposed cost protection measures.

Pursuant to the Framework and as set forth in the RFP Schedule, the Company will require that the Hawaiian Electric Proposal be submitted electronically through the Electronic Procurement Platform a minimum of one (1) day before other Proposals are due.

Except where specifically noted, a Hawaiian Electric Proposal must adhere to the same price and non-price Proposal requirements as required of all Proposers.

As described in Section 3.8.3 of the RFP, if selected, a Hawaiian Electric Proposer will not be required to enter into a Firm PPA with the Company. However, the Hawaiian Electric Proposer will be held to the proposed modifications to the Firm PPA, if any, it submits as part of the Hawaiian Electric Proposal in accordance with Section 3.8.6 of the RFP. Moreover, the Hawaiian Electric Proposal will be held to the same performance metrics and milestones set forth in the Firm PPA to the same extent as all Proposers, as attested to in the HE Proposal Team Certification submittal. If liquidated damages are assessed, they will be paid from shareholder funds and returned to customers through the Purchased Power Adjustment Clause or other appropriate rate adjustment mechanisms.

In lieu of price components, the Hawaiian Electric Proposal will need to provide their total project capital costs, any associated annual O&M costs, as well as annual revenue requirements

by year (see [Appendix B, Section 2.0](#)). The Hawaiian Electric Proposal shall submit revenue requirement worksheets with their Proposal that support their annual revenue requirements estimates. (See [Appendix B, Section 2.1](#).) A starter revenue requirements template example can be requested by the Hawaiian Electric Proposal Team via email to the RFP Email Address once the RFP event opens. The revenue requirements worksheets submitted will be customized by the Hawaiian Electric Proposal Team to reflect the details of the Project's Proposal. All assumptions used will be reflected in an assumptions input tab.

Hawaiian Electric Proposal Total Project Capital Cost

The following is a high-level breakdown followed by a narrative explanation of the total capital cost estimate for a potential Hawaiian Electric Proposal. The total project capital cost (and annual O&M costs) will be used to calculate the Revenue Requirement, which will then be used to calculate a for Proposal comparison purposes. The categories of costs include:

- Facility
 - EPC Contract
 - Allowance for Change Orders
 - Equipment
 - Owner's Cost
- Outside Services
- Interconnection
- Overheads
- AFUDC

These costs will be identified in Section 2.3.2.2 of the Hawaiian Electric Proposal(s). (See [Appendix B, Section 2.3.2.2](#).)

- Facility (including any generation and storage components) - This line item, to the extent applicable, should include costs such as:

Engineering, Procurement, and Construction ("EPC") Contract

The total cost estimate of the facility is the projected EPC contract cost including the design of the facility up to the high-voltage terminals of the step-up transformers, procurement of all the equipment, and services necessary to build the facility and construction and commissioning of the facility.

Allowance for Change Orders

This allocation accounts for items such as additional requirements resulting from unforeseen conditions, unexpected permitting requirements, force majeure events, unanticipated interferences, different interpretations of design requirements, material unavailability, and longer than normal delivery times.

Equipment

This cost includes the generator and the facility equipment that support the operation of the generator and the distribution of electrical power around the station, as applicable. Engineering and testing services required to ensure that the equipment is properly functioning at the site, training and documentation

necessary to operate and maintain the equipment, and performance guarantees may also be included here.

Owner's Cost

Owner's costs for the facility are all the costs necessary for the design, permitting, procurement, construction, and commissioning of the facility and for the preparation of the Proposal that are not included in the major contracts (i.e. EPC). The Companies' Labor includes Project Management, Station Operator training and commissioning, Environmental, Safety, Legal, Corporate Communications, Community and Government Relations, Engineering, and Regulatory Affairs. Company Labor for the preparation of the Proposal is also included here. For purposes of recovery, only the incremental costs of Labor will be subject to separate recovery.

- Outside Services - This line item, to the extent applicable, should include costs such as:
 - Construction Management to oversee the EPC contractor
 - Legal for the preparation of the Environmental Impact Statement and PUC process
 - Engineering for development and evaluation of the project technical specifications, Interconnection Requirements Study (IRS) and emissions testing
 - Environmental to conduct the Environmental Impact Statement (EIS) and Air Permit consulting
 - General Services such as surveys, land appraisals, Environmental Condition Reports, public relations, office trailer rental, archeological services, landscaping, miscellaneous permits, builder's risk insurance, switchgear testing, hazard analysis, painting, monitoring services, and moving costs.
 - Material costs including spare parts, furnishings, IT equipment, appliances, generator system initial fills (fuels, oils, water), and telecommunications equipment for the station.
 - Travel costs required to inspect other similar facilities, observe final acceptance testing of critical equipment, and station operators' factory training

- Interconnection – This line item covers all interconnection costs that a similarly situated IPP would be responsible for as described in RFP Section 2.3.5, and to the extent applicable, should include costs such as:

Transmission Line

The cost estimate includes the design, procurement, and construction of any new transmission infrastructure needed to interconnect with the designated substation.

Switchyard

Work at the switchyard will include design, procurement, and construction of the switchyard and the interfaces between the high voltage terminals of the generator step-up transformers and the transmission line to which it will be connected. Site preparation of the switchyard and the design, procurement, and installation of the step-up transformers located in the switchyard, are typically included in the EPC contract.

Substation

Work at the designated substation that will include the design, procurement, and construction of the interfaces between the new transmission line and the substation buswork to which it will be connected.

Telecom

Accounts for direct labor, materials, and outside services to install telecommunication requirements for the project.

Project Management

Cost estimate of the project management design, procurement, contracting, and scheduling efforts for the interconnection only. Project management costs for the facility are included in the Owner's Cost estimate above.

- Overhead Costs

Overhead costs for the proposed facility will be estimated by the Company's budgeting software (UI Planner) and represent an allocation for those Company costs that are not attributable to any particular project or operation, but are essential nonetheless. Overheads are comprised of non-productive wages (such as holiday, sick, and vacation pay), employee benefits, payroll taxes, corporate administrative costs, and clearing costs.

- Allowance for Funds Used During Construction ("AFUDC")

The AFUDC will be calculated using the Company's budgeting software (UI Planner) and represents the cost of capital funding for the Project. The Company strives to minimize the cost of the AFUDC by ensuring that Project elements that are used or useful are placed in service as soon as possible, as well as minimizing the amount of time that AFUDC can accumulate, by minimizing the amount of time between expenditures on Project elements and their placement in service.

The Hawaiian Electric Proposal will include a Revenue Requirement for each year, which is calculated from the total project capital cost to determine the revenues needed to recover the cost of the project. The value of the Revenue Requirement Calculation for the Total Hawaiian Electric Proposal Project Capital Cost will be included in the Levelized Price calculation described below.

Annual O&M

The cost for ongoing O&M (fixed and variable) will be a component of the Revenue Requirement. All O&M should be included in this category, unless captured elsewhere in the Revenue Requirement Calculation, including but not limited to annual O&M expense to maintain facility; property taxes (if applicable), and insurance. As described in RFP Appendix G, a Hawaiian Electric Proposal will be required to cap its O&M costs at the amount included in the Proposal. Only actual costs will be recovered if such actual costs are lower than the maximum amounts in the Proposal.

Annual Revenue Requirement

The Hawaiian Electric Proposal will include a Revenue Requirement for each year, which is calculated from the total project capital cost to determine the revenues needed to recover the cost of the project. The value of the Revenue Requirement Calculation for the Total Hawaiian Electric Project Capital Cost will be included in the Levelized Price calculation.

The following is a narrative description of the proposed revenue requirement calculation and significant assumptions that the Hawaiian Electric Proposal should account for. The objective of a revenue requirement analysis is to illustrate the annual revenue requirements (ARR) for a utility Hawaiian Electric Proposal.

Revenue Requirement is defined as a calculated value which represents the estimated revenues needed from ratepayers which would allow the Company to recover its capital investment and expenses, honor its debt obligations, pay its revenue and income tax liabilities and pay its preferred shareholders while providing a fair return to its common shareholders for their investment. Specific factors or assumptions related to that particular project will be included in the analysis.

The purpose of a revenue requirement calculation is to determine the annual and total revenue requirements of a capital investment and annual O&M expense needed from customers. The ratemaking formula for revenue requirements is shown below.

$$RR = O + T + D + r(RB)$$

Where:

- RR = Revenue Requirements
- O = Operating and Maintenance Expense
- T = Tax Expense (Income and Revenue)
- D = Depreciation Expense
- r = Rate of Return on Rate Base
- RB = Rate Base

The Company, in conjunction with the Independent Observer, may also conduct a risk assessment of the Hawaiian Electric Proposal to ensure an appropriate level of customer cost protection measures are included in such proposal.

APPENDIX G ATTACHMENT 1 – HAWAIIAN ELECTRIC PROPOSAL TEAM CERTIFICATION

**Name of Hawaiian Electric
Proposal Team Contact:**

Unique Name of Facility:

This Hawaiian Electric Proposal Team Certification for Hawaiian Electric Company, Inc.'s ("Company") Proposal in response to the Company's Request for Proposals for Firm Renewable Dispatchable Generation ("RFP") is made as of the date stated below.

A. COMPLIANCE WITH THE RFP AND CODE OF CONDUCT

The Hawaiian Electric Proposal Team certifies and acknowledges that it will/has:

1. Adhered to the terms of the RFP applicable to the Hawaiian Electric Proposal Team, including but not limited to: Section 1.7 (proposal submittal requirements), Section 1.7.4 (certification of non-collusion), Section 1.9 (Procedures for any Hawaiian Electric Proposal or Affiliate Proposals), and Section 3.4.4 (authorized signatory);
2. Adhered to the technical requirements of the RFP, excluding however those requirements inapplicable to the Hawaiian Electric Proposal Team such as execution of the Firm PPA, pricing formula requirements for independent power producer proposals, submission of a Proposal Fee, dispute resolution, credit requirements, selection of a priority list, and submission of a best and final offer;
3. Complied with the Company's Code of Conduct Procedures Manual, attached as Appendix C to this RFP, with particular attention to the Communications Protocols described in Section C therein with respect to communication with the Company RFP Team.

B. INDEPENDENT INVESTIGATION

The Hawaiian Electric Proposal Team further certifies and acknowledges that it will/has:

1. Submitted the Hawaiian Electric Proposal based on its own investigations, examinations and determinations, including assessments of any risks that could have an effect on its obligations under the Hawaiian Electric Proposal.
2. Carefully examined the RFP documents and its appendices and has a clear and comprehensive knowledge of what is required of a Proposer under the RFP, and correspondingly, what is required of the Hawaiian Electric Proposal Team.

3. Examined and understands the technical requirements, schedule and evaluation process as it is laid out in the RFP.

C. COST PROPOSAL ACKNOWLEDGEMENTS

The Hawaiian Electric Proposal Team acknowledges and agrees that:

1. Recovery for Project capital costs and O&M costs will be capped at the amount included in the Hawaiian Electric Proposal Team's Proposal.
2. Only actual capital costs and O&M costs will be recovered even if such actual costs are lower than the Hawaiian Electric Proposal Team's proposed maximum amounts.
3. Costs of developing the proposal must be included in the Hawaiian Electric Proposal for evaluation purposes only. Only the incremental costs of developing the Hawaiian Electric Proposal Team's proposal will be charged to the project and passed through to customers. Incremental costs for Hawaiian Electric Proposals not serving as the Parallel Plan and which are not selected to the Final Award Group will not be recoverable from the Companies' customers.

D. ADHERENCE TO PPA REQUIREMENTS AND MILESTONES

The Hawaiian Electric Proposal Team acknowledges and agrees that:

1. The Hawaiian Electric Proposal will be consistent with the scope of work and responsibilities of the "Seller" under the terms of the Firm PPA excluding inapplicable terms related to commercial and legal interactions between the Seller and the Company.
2. The Hawaiian Electric Proposal Facility will be designed and constructed to:
 - a. Achieve the Performance Standards identified in Attachment B, Section 3 of the Firm PPA, as modified by the IRS (subject to reasonable adjustment agreeable to the Company consistent with the Company's negotiation of such performance standards that would be completed with an independent power producer under similar circumstances);
 - b. Meet the performance metrics as specified in the Firm PPA.
 - c. Pass the Acceptance Test specified in the applicable Acceptance Test General Criteria section of the Firm PPA.
 - d. Pass the Control System Performance Test specified in the applicable Control System Acceptance Test Criteria section of the Firm PPA;

- e. If applicable, achieve a Demonstrated Capacity equal to or greater than that indicated in the Hawaiian Electric Proposal as measured pursuant to the Capacity Test section of the Firm PPA;
- f. Meet the project milestones identified in the Hawaiian Electric Proposal no later than the dates specified therein, which shall be consistent with the guaranteed project milestones required in the Guaranteed Project Milestones section of the Firm PPA (subject to reasonable adjustment agreeable to the Company consistent with the Company's negotiation of such milestones that would be completed with an independent power producer under similar circumstances). Notice of completion of milestones and any delay will be provided to PUC and Consumer Advocate.
- g. Achieve the reporting milestones identified in the Hawaiian Electric Proposal no later than the dates specified therein, which shall be consistent with the reporting milestones required in the Reporting Milestones of the Firm PPA (subject to reasonable adjustment agreeable to the Company consistent with the Company's negotiation of such milestones that would be completed with an independent power producer under similar circumstances). Notice of completion of milestones and any delay will be provided to PUC and Consumer Advocate.
- h. Will be subject to the applicable liquidated damages for the Firm PPA provisions above. These liquidated damages would be paid from shareholder funds and would be passed through to customers through the Companies' Power Purchase Adjustment Clause or other appropriate rate adjustment mechanisms. Notice of any liquidated damages assessed and amounts of such liquidated damages will be provided to PUC and Consumer Advocate.
- i. Will reconfirm requirements in GO7 application and any resulting approval order for such application.
- j. Will provide annual report to PUC and Consumer Advocate on performance metrics.

E. DECLARATION AND SIGNATURE

1. The individual(s) that has (have) signed this Hawaiian Electric Proposal Team Certification is (are) duly authorized by the Hawaiian Electric Proposal Team to execute such on behalf of the Hawaiian Electric Proposal Team; and
2. All statements, specifications, data, confirmations and other information set out in this Hawaiian Electric Proposal Team Certification are complete and accurate in all material respects.

IN WITNESS WHEREOF, the HAWAIIAN ELECTRIC PROPOSAL TEAM hereby makes the certifications, acknowledgements and agreements stated herein as of the date stated under the signature of its authorized representative:

Dated at _____, _____ this _____ day of _____ 20_____.

Representative

Signature of Hawaiian Electric Proposal Team

(please print)

Name of Hawaiian Electric Proposal Team Representative

(please print)

Title of Hawaiian Electric Proposal Team Representative

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REQUEST FOR PROPOSALS
FOR
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ISLAND OF O‘AHU

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*Appendix H – Interconnection Facilities Cost
and Schedule Information*



**Hawaiian
Electric**

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Hawaiian Electric Company
Company-Owned Interconnection Facilities Cost and Schedule Information

To assist Proposers in estimating costs of potential projects, the information provided in this document can be used to approximate the cost for Company-Owned Interconnection Facilities (COIF), including substation, telecommunications, security, transmission and distribution lines, and project management.

Tariff Rule No. 19, approved by the PUC, establishes provisions for Interconnection and Transmission Upgrades (<https://www.hawaiianelectric.com/billing-and-payment/rates-and-regulations/>). The tariff provisions are intended to simplify the rules regarding who pays for, installs, owns, and operates interconnection facilities in the context of competitive bidding. Tariff Rule No. 19 and applicable RFP requirements will be utilized as the basis for addressing interconnection and transmission upgrades for any projects developed. Proposers will comply with the terms and conditions as specified therein.

SECTION 1 – COST RESPONSIBILITIES

The purpose of Section 1 is to clearly define the cost responsibilities of construction, replacements, and upgrades of Company-Owned Interconnection Facilities (COIF) and existing Company-owned facilities in compliance with Tariff Rule No. 19.

1.1 – DEFINITIONS

1. **Betterment** – Any upgrading to a facility made solely for the benefit of and at the election of the Company and is not required by applicable laws, codes, Company Standards, and the interconnection requirements in accordance with Tariff Rule No. 19.
2. **Company** – Hawaiian Electric, Maui Electric, or Hawai'i Electric Light.
3. **Company-Owned Interconnection Facilities** – The equipment and devices owned by Company that are required to permit a generating facility to operate in parallel with and deliver electric energy to Company's system and provide reliable and safe operation of, and power quality on, Company's system.
4. **Grid Connection Point** – The point that the new interconnection facilities associated with the Proposer's project interconnects to the Company's existing electrical grid.
5. **Interconnection Agreement** – The executed contract between the Company and Proposer (e.g., Power Purchase Agreement, Standard Interconnection Agreement, etc.).
6. **Point of Interconnection** – The point of delivery of energy supplied by Proposer to Company, where the Facility owned by the Proposer interconnects with the facilities owned or to be owned by the Company.
7. **Proposer** – The developer proposing a renewable project in response to a Company RFP.

1.2 – ABBREVIATIONS

1. **ADSS** – All Dielectric Self-Supporting
2. **COIF** – Company-Owned Interconnection Facilities
3. **CT** – Current Transformer
4. **DFR** – Digital Fault Recorder

5. DTT – Direct Transfer Trip
6. FS – Facility Study
7. GCP – Grid Connection Point
8. HVAC – Heating, Ventilation, and Air Conditioning
9. IRS – Interconnection Requirements Study (includes both SIS and FS)
10. NDA – Non-Disclosure Agreement
11. OPGW- Optical Ground Wire
12. POI – Point of Interconnection
13. PT – Potential Transformer
14. RTU – Remote Terminal Unit
15. SCADA – Supervisory Control and Data Acquisition
16. SIS – System Impact Study
17. UFLS – Under-Frequency Load Shed

1.3 – FACILITIES AT PROPOSER SITE

1. Proposer shall be responsible for all costs related to COIF at the Proposer site required by any relevant Rule or Tariff, Request for Proposal, and/or the IRS. This may include, but is not limited to:
 - a. Project management, design, permitting/regulatory fees and approvals, land rights, installation labor, inspection, construction management, and testing
 - b. Site work (grading, trenching, manholes/handholes, conduits, cable trench, concrete pads/foundations, fencing, roadways/driveways, ground grid, lighting, etc.)
 - c. Substation structures, design, and configuration (i.e., breaker and a half, ring bus, etc.)
 - d. Control equipment enclosure/cabinet
 - e. Equipment (circuit breakers, transformers, relays, switches, arresters, batteries, HVAC, RTU, DFR, DTT, meters, PTs, CTs, etc.)
 - f. Telecommunication equipment (See Telecommunication Facilities section below)
 - g. Electrical work (bussing, wiring, lightning protection, fiber optic cable, etc.)
 - h. Security systems/equipment
2. Company shall be responsible for Betterment costs.

1.4 – PROPOSER FACILITY SERVICE POWER AND COMPANY SWITCHING STATION POWER

1. For all distribution-level service power, Proposer shall submit an Electrical Service Request Form via www.hawaiianelectric.com. Please refer to the [Large Customer New Service Request brochure](#) for milestones and estimated timeline.
2. Proposer shall be responsible for all costs related to providing service power to the Proposer's facility. Facility service power is NOT a part of COIF, but Proposers should account for it in the total costs to build the project.
3. Station power is required if a new Company switching station or substation is built to allow the interconnection of the Proposer's project. If station power is required, the

Hawaiian Electric Company
Company-Owned Interconnection Facilities Cost and Schedule Information

- Proposer shall be responsible for all costs related to the primary and backup station power sources. This may include, but is not limited to:
- a. Project management, design, permitting/regulatory fees and approvals, land rights, installation labor, inspection, construction management, and testing
 - b. Overhead electrical facilities (poles, conductor, insulators, crossarms, guy wires, transformers, etc.)
 - c. Underground electrical facilities (cables, splices, termination, grounding, transformers, switchgears, etc.)
 - d. Step-down transformer
 - e. Civil/structural work (survey, grading, trenching, conduits, manholes/handholes, concrete pads, concrete pier foundations, pole hole excavation, etc.)
 - f. Vegetation trimming and traffic control
4. Options for primary station power sources for the Company's various switching station voltages are:
- a. Tap off the bus through a step-down transformer for 23kV through 69kV
 - b. 12kV line extension and service transformer for 23kV through 138kV
 - c. Gensets are not an allowable substitute for the above options
5. Proposer shall be responsible for obtaining all permitting and land rights.

1.5 – REMOTE SUBSTATION FACILITIES

1. Proposer shall be responsible for all costs that are solely for the benefit of the Proposer's project, that cannot be used for future system benefit, and that does not provide any benefit to other customers. This may include, but is not limited to:
 - a. Telecommunications cards for DTT (if required)
 - b. Point-to-point microwave facilities between the Proposer's facility and the remote substation (if Proposer chooses that communications option) since there is no way to splice into or multi-link a microwave and it cannot be used for other purposes
2. If the project is interconnecting directly to an existing Company substation, any new equipment required at the substation to accommodate the interconnection will be considered Interconnection Facilities according to Tariff Rule No. 19 and all costs shall be the responsibility of the Proposer. This may include, but is not limited to:
 - a. Project management, design, permitting/regulatory fees and approvals, land rights, installation labor, inspection, construction management, and testing
 - b. Site work (grading, trenching, manholes/handholes, conduits, cable trench, concrete pads/foundations, fencing, roadways/driveways, ground grid, lighting, etc.)
 - c. Substation structures
 - d. New control equipment cabinet or existing enclosure expansion
 - e. Equipment (circuit breakers, transformers, relays, switches, arresters, batteries, HVAC, DFR, DTT, meters, PTs, CTs, etc.)
 - f. Electrical work (bussing, wiring, lightning protection, fiber optic cable, etc.)
3. Company shall be responsible for costs that Company determines meet any of the following criteria:

Hawaiian Electric Company
Company-Owned Interconnection Facilities Cost and Schedule Information

- a. Betterment
- b. Provides a shared benefit to other customers or IPP projects, whether in this or future RFPs (e.g., SEL Relay that can be used to provide DTT to other IPP projects, UFLS settings, etc.).
- c. Replacement of facilities due to certain pre-existing conditions and not caused by interconnection of the Proposer's project as follows:
 - i. Asset is identified for replacement in Company's 5-year work plans
 - ii. Asset (not identified in 5-year work plans) that requires replacement based on the Company's standards and practices or to maintain safe/reliable operation (e.g., leaking oil, corrosion, damage, etc.)
 - iii. Company will pay for a one for one equivalent to current standards, and Proposer will pay for anything above that standard required for their interconnection

1.6 – LINE EXTENSION FROM GRID CONNECTION POINT (GCP) TO PROPOSER SITE

1. Proposer shall be responsible for all costs related to the line extension between the GCP and the Proposer site. This may include, but is not limited to:
 - a. Project management, design, permitting/regulatory fees and approvals, land rights, installation labor, inspection, construction management, and testing
 - b. Overhead electrical facilities (poles, conductor, insulators, crossarms, guy wires, etc.)
 - c. Underground electrical facilities (cables, splices, terminations, grounding, transformers, switchgears, etc.)
 - d. Civil/structural work (survey, grading, trenching, conduits, manholes/handholes, concrete pads, concrete pier foundations, pole hole excavation, etc.)
 - e. Company fiber (ADSS fiber, OPGW shieldwire, splice boxes, etc.)
 - f. Vegetation trimming and traffic control
2. The Company shall be responsible for the following costs:
 - a. Betterment
 - b. Replacement of overhead and underground facilities due to certain pre-existing conditions and not caused by interconnection of the Proposer's project as follows:
 - i. Asset is identified for replacement in Company's 5-year work plans
 - ii. Poles (if not identified in 5-year work plans) that require replacement based on the Company's standards and practices (e.g., NESC remaining strength requirements, mechanical or insect damage, cracked, and excessive checking, leaning, or corrosion) or poles that are overloaded prior to addition of the new line
 - iii. Conductors, hardware, and equipment that have issues requiring replacement for safe/reliable operation (e.g., corrosion, damage, etc.)
 - iv. Facilities that meet any of these criteria will be identified by Company engineers

- v. Company will pay for a one for one equivalent to current standards, and Proposer will pay for anything above that standard required for their interconnection

1.7 – T&D SYSTEM UPGRADES

1. Proposer shall be responsible for all costs related to system upgrades or changes required to accommodate the Proposer's project (e.g., reconductoring or recircuiting of existing lines that do not have the required ampacity, re-fusing or re-programming of protective devices upstream of the GCP, etc.).
2. Company shall be responsible for system upgrades that Company determines meet any of the following criteria:
 - a. Provides a shared benefit to other customers or IPP projects, whether in this or future RFPs (e.g., a new transmission line between substations that enables more renewables to be added to the system).
 - b. Required due to certain pre-existing conditions and not caused by interconnection of the Proposer's project as follows:
 - i. Asset is identified for replacement in Company's 5-year work plans
 - ii. Poles (if not identified in 5-year work plans) that require replacement based on the Company's standards and practices (e.g., NESC remaining strength requirements, mechanical or insect damage, cracked, and excessive checking, leaning, or corrosion)
 - iii. Conductors, hardware, and equipment that have issues requiring replacement for safe/reliable operation (e.g., corrosion, damage, etc.)
 - iv. Company will pay for a one for one equivalent to current standards, and Proposer will pay for anything above that standard required for their interconnection

1.8 – COMPANY-OWNED FIBER

1. If Company-owned fiber is used to satisfy the communications requirements in the IRS, then the Proposer shall be responsible for all costs related to routing the ADSS fiber or OPGW from the nearest existing splice point to the Proposer site. This may include, but is not limited to:
 - a. Project management, design, permitting/regulatory fees and approvals, land rights, installation labor, inspection, construction management, and testing
 - b. Company fiber-optic cable (ADSS fiber cable or OPGW shieldwire) and associated equipment/hardware (splice boxes, innerduct, vibration dampers, etc.)
 - c. Splicing and Testing of fiber strands
 - d. Pole replacements and additional equipment if needed for additional capacity
 - e. Civil/structural work (survey, grading, trenching, conduits, manholes/handholes, concrete pads, concrete pier foundations, pole hole excavation, etc.)
 - f. Vegetation trimming and traffic control

2. Company will provide the location(s) of the nearest fiber splice point(s) after the Proposer has signed a Non-Disclosure Agreement (NDA).
3. Company shall be responsible for Betterment costs.

1.9 – TELECOMMUNICATION FACILITIES

1. Telecommunication Cabinet
 - a. If a control equipment enclosure will not be built, the Proposer shall be responsible for all costs related to installing a telecommunication cabinet required to accommodate the telecommunication equipment at the Proposer's facility. This may include, but is not limited to equipment racks and ancillary infrastructure, 48V DC Power System (includes 48V DC Charger w/ at least 12-hr battery backup), alarming, and air conditioning.
2. Telecommunication Power
 - a. Proposer shall be responsible for all costs related to providing reliable 48V DC power to Company equipment at a new Company switching station or a Proposer-owned station. This may include, but is not limited to battery racks, banks, fuse panels, and associated power system equipment.
3. Fiber Termination Equipment
 - a. If Company-owned fiber is used to satisfy the communication requirements in the IRS, then the Proposer shall be responsible for all costs related to terminating the ADSS fiber or OPGW at the new Company switching station and point of interconnection to Company's existing system. This may include, but is not limited to a fiber termination panel and associated equipment/hardware (fiber guide, splice trays, connectors, etc.).
4. Microwave Radio
 - a. If Company-owned microwave radio (6GHz, 10/11 GHz, etc.) is used to satisfy the communications requirements in the IRS, then the Proposer shall be responsible for all costs related to installing the microwave or wireless radio/link at the new Company switching station and remote site(s). This may include, but is not limited to:
 - i. Pre-design requirements (path survey/engineering, FCC frequency coordination, licensing, filings, EME study if required, etc.)
 - ii. Project management, design, permitting, regulatory fees and approvals, land rights, labor, inspection, construction management, and testing
 - iii. Pole or tower facilities to support the microwave dish and its connection to the microwave equipment (waveguide, cables, conduit, etc.)
 - iv. Civil/structural work (survey, grading, trenching, conduits, manholes/handholes, concrete pads, concrete pier foundations, pole hole excavation, etc.)
 - v. Antenna system design and installation
5. Leased Service
 - a. If 3rd party leased service will provide telecommunication connectivity to the new Company switching station, then the Proposer shall be responsible for all

costs related to ordering and installing the leased service at the site. This may include, but not be limited to the initial cost to establish the leased line(s) required for the project, monthly recurring leased cost of the service(s), and on-going maintenance of the service(s).

6. Telecommunication Service Equipment
 - a. Telecommunication equipment is required to provide circuits to support the various applications at the new Company switching station. The Proposer shall be responsible for all costs related to installing the telecommunication equipment. This may include, but is not limited to:
 - i. Project management, design, installation, and testing
 - ii. Telecommunication routers, multiplexors, and associated equipment/hardware

1.10 – CONTROL SYSTEM ACCEPTANCE TEST (CSAT)

1. Proposer shall be responsible for all costs related to the CSAT, including all Company costs in support of the Proposer’s CSAT.

1.11 – PROPOSER PAYMENTS

1. The Company shall require upfront payment prior to the commencement of any phase of work based on an estimate of Company costs for that phase. A true-up at the end of the project shall be completed and a refund or bill shall be processed in accordance with the Interconnection Agreement when necessary.
2. Proposer is also responsible for payments to the Company related to service contracts for service power.

SECTION 2 – INTERCONNECTION REQUIREMENTS AND COSTS

The information in Section 2 is based on typical interconnections as shown in the Attachments referenced. Conceptual design is not intended to cover all interconnection requirements. Final interconnection design will be subject to the results of a technical review. The per-unit cost figures below should not be used to create a detailed project estimate. A detailed project estimate typically requires a certain level of engineering to assess project site conditions and to factor in other parameters specific to the project.

The Proposer should identify the components assumed for their project and the quantity assumed for each. Each table below provides notes on the assumptions for each of the unit cost estimates. If a Proposer’s project requirements are different than what is assumed in the notes, the Proposer should identify each difference and provide an estimated additional cost or savings resulting from those differences. Please see Attachment 1 for examples of how to apply the per-unit costs provided. All costs provided are Company costs only and do not include costs related to Proposer responsibilities including, but not limited to, permitting, land rights, community outreach, biological and/or cultural (archeological) surveys. Proposers should do their own due diligence for these costs.

Hawaiian Electric Company
 Company-Owned Interconnection Facilities Cost and Schedule Information

For the purposes of Section 2, voltages are classified as follows:

- Subtransmission – 46kV
- Transmission – 138kV

2.1 – SUBSTATION & METER BASELINE COSTS

A. Not Used

B. Typical Subtransmission Interconnection

The costs in Section 2.1B are reflective of typical standard interconnections to existing circuits at subtransmission voltages. Costs for interconnection to specific Company sites are shown in Section 2.2. Costs are for Proposer-Build projects.

Item	Description	Cost
At New 46kV Switching Station		
15	<u>Attachment 2</u> – 46kV Interconnection to Two (2) Radial Circuits	\$1,041,000
17	<u>Attachment 3</u> – 46kV Interconnection to Two (2) Paralleled Circuits	\$1,041,000
Remote Sub Work		
21	For Radial Circuits – Components at Company’s 46kV remote substation, including DTT and relaying requirements	\$435,000 / site
22	For Paralleled Circuits – Components at Company’s 46kV remote substation, including DTT and Relay Upgrades	\$561,000 / site
<u>Notes:</u>		
a) Costs provided are in 2022 dollars. b) Includes Company costs for engineering, materials, construction, and testing for Company-responsible items (See Section 3) related to Substation & Meter components as shown in the referenced attachment. c) Does NOT include T&D, Project Management, Telecommunications, or Security costs. d) Civil infrastructure and space for COIF provided by Proposer. e) Substation relay protection requirements have not been identified so costs are based upon typical line protection relaying requirements. f) Does not include costs for permitting, land rights, or a Relay Coordination Study. g) For T&D costs (including service power costs) – See Section 2.3. h) For Project Management costs – See Section 2.4. i) For Telecommunications costs – See Section 2.6. j) For Security requirements – See Section 2.6. k) NOTE: Attachments 2 and 3 are being developed and will be included in the next draft submission.		

C. Typical Transmission Interconnection

The costs in Section 2.1C are reflective of typical standard interconnections to existing circuits at transmission voltages. Costs for interconnection to specific Company sites are shown in Section 2.2. Costs are for Proposer-Build projects.

Hawaiian Electric Company
 Company-Owned Interconnection Facilities Cost and Schedule Information

Item	Description	Cost
At New 138kV Switching Station		
32	Attachment 4 – 138kV Interconnection to Two (2) Existing Circuits (4-Bay BAAH configuration)	\$2,105,000
Remote Sub Work		
36a	138kV line relay upgrades	\$452,000
36b	138kV circuit breaker replacement	\$569,000
36c	3ph line PTs required for Synch Check	\$122,000
Notes: a) Costs provided are in 2022 dollars. b) Includes Company costs for engineering, materials, construction, and testing for Company-responsible items (See Section 3) related to Substation & Meter components as shown in the referenced attachment. c) Item 32 is required for all interconnections to existing 138kV lines. Please contact Company for more information on if Items 36a-c are required for a proposed GCP. d) Does NOT include T&D, Project Management, Telecommunications, or Security costs. e) Civil infrastructure and space for COIF provided by Proposer. f) Substation relay protection requirements have not been identified so costs are based upon typical line protection relaying requirements. g) Does not include costs for permitting, land rights, or a Relay Coordination Study. h) For T&D costs (including service power costs) – See Section 2.3. i) For Project Management costs – See Section 2.4. j) For Telecommunications costs – See Section 2.5. k) For Security requirements – See Section 2.6. l) NOTE: Attachment 4 is being developed and will be included in the next draft submission.		

2.2 – INTERCONNECTION TO SPECIFIC COMPANY SITES

Section 2.2 includes baseline costs for interconnection at specific Company sites identified in the applicable RFP. If a site is not specifically identified in the RFP, please use the typical costs in the previous sections for the applicable voltage and project size. Costs are for Proposer-Build projects. See Section 3 for responsibilities.

A. Company-Identified 138kV Sites

The following table provides details about interconnecting to the available substations and how to apply the per unit costs to each site. Each termination is limited to the 142MW Single Point of Failure limit.

Hawaiian Electric Company
 Company-Owned Interconnection Facilities Cost and Schedule Information

Existing 138kV Substations Available for Interconnection	
AES Substation	
<ul style="list-style-type: none"> • Only available if replacing the existing IPP generation interconnected to this substation. • 1st Termination – Available after AES decommissioned. Add Item 45. • 2nd Termination – Space for additional BAAH bay with substation expansion. Add Items 42, 43, and 46. 	
Kalaeloa Substation	
<ul style="list-style-type: none"> • Only available if replacing the existing IPP generation interconnected to this substation. • 1st, 2nd, and 3rd terminations – Add Item 45 for each. 	
Ewa Nui Substation	
<ul style="list-style-type: none"> • Space for two (2) terminations is available. One (1) new BAAH bay required for each termination. Add Item 43 for each termination. 	
Kahe Substation	
<ul style="list-style-type: none"> • Space for three (3) terminations is available. One (1) new BAAH bay required for each termination. Add Item 43 for each termination. 	
Hoohana Substation	
<ul style="list-style-type: none"> • Assumes substation is completed (scheduled for 2023) • Space for three (3) terminations is available. • 1st Termination – Terminate into open position. Add Item 44. • 2nd Termination – Expand substation perimeter for two (2) additional BAAH bays. Cut and terminate Kahe-Halawa 2 circuit into substation. Add one (1) full BAAH bay with two (2) terminations, one (1) BAAH bay with one (1) termination, and a new control house. Add Items 42 (x2), 43 (x2), 44, 46, and 47. • 3rd Termination – Terminate interconnecting line to last open position. Add Item 44. 	
Waiau 138kV Substation	
<ul style="list-style-type: none"> • Four (4) terminations available (to replace existing Waiau 5 & 6 and/or Waiau 7 & 8 generation units). • Requirements being developed. 	
CEIP Substation	
<ul style="list-style-type: none"> • One (1) termination is available. Routing new 138kV lines into the substation may be difficult due to future planned buildout around the existing substation. Add one (1) new BAAH bay with new termination. Add Item 43. 	
Koolau Substation	
<ul style="list-style-type: none"> • One (1) termination is available. Add two (2) new breakers to an existing BAAH bay. Add Item 44 (x2). • Routing lines to this site may be difficult due to permitting issues. 	

B. Costs for Interconnection to Company-Identified 138kV Sites

The following table provides the per unit costs of typical items required for interconnecting at the identified existing substations.

Item	Description	Cost
At Proposer’s Project Site		
41	Company work for components at the Project Site on the Company side of the demarcation as shown in Attachments 6-12	\$408,000
At Existing Company Substation		

Hawaiian Electric Company
 Company-Owned Interconnection Facilities Cost and Schedule Information

Item	Description	Cost
42	Expansion of substation perimeter <ul style="list-style-type: none"> Includes grading, fencing, and ground grid 	\$500,000 / BAAH Bay
43	Add BAAH bay with one (1) new termination <ul style="list-style-type: none"> Includes 2 breakers, PTs, switches, structures, and relays Assumes no control house expansion needed 	\$2,975,000
44	Add termination to an existing BAAH bay <ul style="list-style-type: none"> Includes 1 breaker, PTs, and relays 	\$1,151,000
45	Replace existing termination for generation being retired <ul style="list-style-type: none"> Assumes line relays need to be upgraded but high voltage equipment and structures do not need to be replaced 	\$452,000
46	New control house	\$2,000,000
47	Cut and terminate Kahe-Halawa 2 circuit into Hoohana Substation <ul style="list-style-type: none"> Includes 3 steel poles, 740 circuit feet of OH conductor, and undergrounding 270 feet of existing lines to accommodate OH termination 	\$2,168,000
<p><u>Notes:</u></p> <ul style="list-style-type: none"> a) Costs provided are in 2022 dollars. b) Includes Company costs for engineering, materials, construction, and testing for Company-responsible items (See Section 3) related to Substation & Meter components as shown in <u>Attachments 6-12</u>. c) Does NOT include Telecommunications or Security costs. d) Does NOT include T&D costs for the gen-tie line. e) Civil infrastructure and space for COIF provided by Proposer. f) Substation relay protection requirements have not been identified so costs are based upon typical line protection relaying requirements. g) Does not include costs for permitting, land rights, or a Relay Coordination Study. h) For T&D costs (including service power costs) – See Section 2.3. i) For Project Management costs – See Section 2.4. j) For Telecommunications costs – See Section 2.5. k) For Security requirements – See Section 2.6. l) NOTE: <u>Attachments 6-12</u> are being developed and will be included in the next draft submission. 		

2.3 – T&D BASELINE AND LINE EXTENSION COSTS

A. Not Used

B. Typical Subtransmission Interconnection Baseline

The costs in Section 2.3B are the baseline T&D costs for interconnections at subtransmission voltages. It includes 100ft of OH or UG line extension. For any extensions > 100ft, please add costs per Section 2.3D. Costs are for Proposer-Build projects.

Hawaiian Electric Company
 Company-Owned Interconnection Facilities Cost and Schedule Information

Item	Description	Cost
120	OH to OH Final Tap by Company (Attachments 2 and 3) <ul style="list-style-type: none"> Includes 1 wood pole, 1 span (100ft) OH line extension toward Proposer facility and assumes Proposer designs, procures, and installs the required gang-operated switch 	\$78,000 (1 st tap) \$51,000 (2 nd tap)
121	OH to UG Final Tap by Company (Attachments 2 and 3) <ul style="list-style-type: none"> Includes 1 wood pole, 1 gang-operated switch, 100ft UG line extension and splice in Proposer-installed manhole 	\$202,000 (1 st tap) \$175,000 (2 nd tap)
122	UG to UG Final Tap by Company (Attachments 2 and 3) <ul style="list-style-type: none"> Includes cut and splicing in existing Company manhole, a 100ft UG line extension and terminations at a Proposer-installed riser pole for one set of cables, and 100ft UG line extension and splices in a Proposer-installed manhole 	\$247,000 (1 st tap) \$220,000 (2 nd tap)

Notes:

- Costs provided are in 2022 dollars.
- Includes Company costs for engineering, materials, construction, and testing of Company-responsible items. See Section 3 for Proposer-Build responsibilities.
- Interconnection will require final taps to two circuits. Proposers should include a 1st and a 2nd tap cost as appropriate depending on the existing facilities in the area and/or the type of construction for any line extension.
- Includes a 100ft OH or UG line extension.
- OH or UG line extensions (if > 100ft) – Add applicable costs per Section 2.3D.
- OH/UG route and civil infrastructure drawings provided by Proposer.
- Civil infrastructure (pads, MH/HHs, conduits, etc.) is designed, procured, and installed by Proposer.
- Includes review of Proposer civil infrastructure designs and materials and inspection of Proposer civil infrastructure construction.
- Does not include vegetation clearing, grading, dewatering, permitting or land rights.

C. Typical Transmission Interconnection Baseline

The costs in Section 2.3C are the baseline T&D costs for interconnections at transmission voltages. It includes 100ft of OH or UG line extension. For any extensions > 100ft, please add costs per Section 2.3D. Costs are for Proposer-Build projects.

Item	Description	Cost
133	138kV OH to OH Final Tap by Company (Attachment 4) <ul style="list-style-type: none"> Includes 2 steel poles, 1 span (100ft) OH line extension from each new pole toward Proposer facility and the removal of existing conductors between the new poles 	\$961,000 per circuit
135	138kV OH Final Span for Termination to Existing Substation by Company (Attachments 6-12) <ul style="list-style-type: none"> Includes 1 span (100ft) of 138kV conductors and 2 spans (100ft) of shield wire from steel pole to substation termination structure 	\$103,000 each

Hawaiian Electric Company
 Company-Owned Interconnection Facilities Cost and Schedule Information

Item	Description	Cost
136	138kV UG Termination to an Existing Substation by Proposer (Attachments 6-12) <ul style="list-style-type: none"> Includes Company costs for Company-responsible items – See Section 3. 	\$38,000 each
<p><u>Notes:</u></p> <ul style="list-style-type: none"> a) Costs provided are in 2022 dollars. b) Includes Company costs for engineering, materials, construction, and testing of Company-responsible items. See Section 3 for Proposer-Build responsibilities. c) Interconnection will typically require one of these items depending on the existing facilities in the area and/or the type of construction for any line extension. d) OH or UG line extensions (if > 100ft) – Add applicable costs per Section 2.3D. e) OH/UG route and civil infrastructure drawings provided by Proposer. f) Civil infrastructure (pads, MH/HHs, conduits, etc.) is designed, procured, and installed by Proposer. g) Includes review of Proposer civil infrastructure designs and materials and inspection of Proposer civil infrastructure construction. h) Does not include vegetation clearing, grading, dewatering, permitting or land rights. 		

D. Line Extensions and Upgrades

The costs in Section 2.3D are typical per unit costs for T&D line extensions using typical assumptions based on the Company’s current standards and practices. Costs are for Proposer-Build projects.

46kV (O’ahu)

Item	Description	Cost
160	Additional 100ft OH Line Extension	\$6,000 each
161	Additional 100ft UG Line Extension	\$9,000 each
165	Overbuild on existing accessible 12kV (200ft spans, 556.5 AAC)	\$1,227,000 / mile
166	Overbuild on existing inaccessible 12kV (250ft spans, 556.5 AAC)	\$2,090,000 / mile
170	Upgrade existing OH lines (250ft spans, accessible)	\$715,000 / mile
<p><u>Notes:</u></p> <ul style="list-style-type: none"> a) Costs provided are in 2022 dollars. b) OH/UG route and civil infrastructure drawings provided by Proposer. c) Civil infrastructure (pads, MH/HHs, conduits, etc.) designed, procured, and installed by Proposer. d) Does not include vegetation clearing, grading, dewatering, permitting or land rights. e) Includes Company costs for Company-responsible items – See Section 3. f) Items 160 and 161 should be added to the T&D baseline costs for each additional 100ft of Proposer-Build OH or UG line that does not involve Company’s existing energized facilities. Includes review and inspection of Proposer design/construction. g) Items 165 and 166 includes Company costs to design/construct an OH line extension above Company’s existing energized facilities and assumes all poles need to be replaced. 		

Hawaiian Electric Company
 Company-Owned Interconnection Facilities Cost and Schedule Information

Item	Description	Cost
h)	Item 170 includes Company costs to reconductor an existing Company line to a larger size as determined by the SIS and assumes no poles need to be replaced.	

138kV (O'ahu)

Item	Description	Cost
175	Additional 100ft OH Line Extension	\$9,000 each
176	Additional 100ft UG Line Extension	\$10,000 each
180	Overbuild on existing accessible 46kV (400ft spans, 2-556.5 AAC)	\$6,199,000 / mile
183	Upgrade existing OH lines (400ft spans, accessible)	\$1,600,000 / mile

Notes:

- a) Costs provided are in 2022 dollars.
- b) OH/UG route and civil infrastructure drawings provided by Proposer.
- c) Civil infrastructure (pads, MH/HHs, conduits, etc.) designed, procured, and installed by Proposer.
- d) Does not include vegetation clearing, grading, dewatering, permitting or land rights.
- i) Includes Company costs for Company-responsible items – See Section 3.
- j) Items 175 and 176 should be added to the T&D baseline costs for each additional 100ft of Proposer-Build OH or UG line that does not involve Company's existing energized facilities. Includes review and inspection of Proposer design/construction.
- k) Item 180 includes Company costs to design/construct an OH line extension above Company's existing energized facilities and assumes all poles need to be replaced.
- l) Item 183 includes Company costs to reconductor an existing Company line to a larger size as determined by the SIS and assumes no poles need to be replaced.

E. Service Power

Section 2.3E provides typical requirements and costs for distribution-level service power to the Proposer's facility and/or the proposed Company switching station. Execution of a proposal letter provided by Company in response to Proposer's electrical service request, and separate from the Interconnection Agreement, will be required for service power.

Service power to the Proposer's facility shall emanate from an existing distribution line via new Company overhead and/or underground facilities to the Proposer's service connection point.

For 138kV interconnections, primary station service power requires a line extension and a separate padmount transformer at the proposed Company switching station. Proposer is responsible for providing a backup station power source.

Hawaiian Electric Company
 Company-Owned Interconnection Facilities Cost and Schedule Information

Item	Description	Cost
188	Facility or Station Service Power <ul style="list-style-type: none"> Includes 100ft UG 12kV line extension of two (2) feeders and one (1) padmount transformer and assumes no switchgear is required 	\$81,000 each
189	Distribution OH accessible (200ft spans, #1/0 AAC)	\$655,000 / mile
190	Distribution OH underbuild accessible (200ft spans, #1/0 AAC)	\$420,000 / mile
191	Distribution OH inaccessible (250ft spans, #1/0 AAC)	\$1,382,000 / mile
192	Distribution UG double feeder (200ft spans, #2 AL XLPE)	\$1,014,000 / mile
193	Distribution 3ph double riser w/ fuses (including pole/anchor)	\$38,000 each
Notes: <ol style="list-style-type: none"> Costs provided are in 2022 dollars. OH/UG route and civil infrastructure drawings provided by Proposer. Civil infrastructure (pads, MH/HHs, conduits, etc.) is designed, procured, and installed by Proposer. Does not include vegetation clearing, grading, dewatering, permitting or land rights. Includes engineering, materials, construction labor for electrical work, and inspection for UG civil infrastructure. OH line extension – Add applicable costs per Items 189-191. UG line extension (if > 100ft) – Add costs per Item 192. Additional OH/UG transitions – Add costs per Item 193. OH assumes wood poles and 3ph overhead conductor with neutral underbuild. Item 190 assumes no poles need to be replaced. Accessible assumes vehicles can be used during construction. Inaccessible assumes helicopters are needed during construction. 		

For 46kV interconnections, the cost for primary and backup station power is included in the Substation baseline costs in Section 2.1B and assumes distribution-level service is not needed or preferred for station power.

2.4 – PROJECT MANAGEMENT BASELINE COSTS

Section 2.4 provides typical Project Management costs for interconnection projects which require a dedicated project manager. The total costs will be dependent on the Proposer’s schedule and durations for engineering, construction, and testing/closeout.

A. Not Used

B. Subtransmission Projects

Item	Description	Cost
196	Engineering Phase <ul style="list-style-type: none"> Includes facilitation, coordination, and support for Engineering Design and Procurement periods 	\$16,800 / month

Hawaiian Electric Company
 Company-Owned Interconnection Facilities Cost and Schedule Information

Item	Description	Cost
	Construction Phase • Includes facilitation, coordination, and support from the start of construction through back feed (energization)	\$21,600 / month
	Testing/Closeout Phase • Includes facilitation, coordination and support for Developer system testing and CSAT	\$10,800 / month
<u>Notes:</u> a) Costs derived using 2023-2025 rates. b) Total costs are tied to schedule and duration of the entire project. c) The Closeout Phase shall extend 4 months past GCOD.		

C. Transmission Projects

Item	Description	Cost
197	Engineering Phase • Includes facilitation, coordination, and support for Engineering Design and Procurement periods	\$16,800 / month
	Construction Phase • Includes facilitation, coordination, and support from the start of construction through back feed (energization)	\$21,100 / month
	Testing/Closeout Phase • Includes facilitation, coordination and support for Developer system testing and CSAT	\$10,800 / month
<u>Notes:</u> a) Costs derived using 2023-2025 rates. b) Total costs are tied to schedule and duration of the entire project. c) The Closeout Phase shall extend 4 months past GCOD.		

2.5 – TYPICAL TELECOMMUNICATIONS REQUIREMENTS AND COSTS

Section 2.5 provides typical telecommunications requirements and costs for interconnection projects. The communications equipment will require a communications channel(s). Some options include lease line, fiber, or microwave.

A. Not Used

B. Not Used

C. Not Used

D. Firm Generation Interconnection Projects

1. Primary communications links must be Company-owned fiber or microwave.
2. Back-up communications links are required (can consist of leased line or Company-owned fiber or microwave).
3. For interconnection to a new Company switching station, primary and back-up communications links must be transport diverse, with a minimum separation of 6 feet, to the new Company switching station.
4. For interconnection to an existing Company switching station, primary and back-up communications links must be transport diverse, with a minimum separation of 6 feet from the existing Company switching station to the Proposer’s substation.
5. Additional analog leased telephone lines are required to support revenue meters (Proposer shall do their own due diligence for costs on this).

E. Projects Interconnecting to a Company Switching Station

1. If Proposer’s substation is not adjacent to the proposed Company switching station, then Proposer is responsible for providing the communications links between the two (2) sites.
 - a. If Proposer chooses to run fiber between the sites, Proposer will own the fiber from their site up to a splice box immediately outside of the Company switching station (“meet point”). Company will own fiber from the meet point to the termination into the Company switching station – See Item 220.
 - b. All UG infrastructure will be designed, procured, and constructed by Proposer.
 - c. A communications cabinet may be required at both sites per Section 1.9 – See Item 202.
2. If Proposer’s substation is adjacent to the proposed Company switching station, no additional Company costs are anticipated to be required for the Proposer’s substation.

F. Telecommunications Baseline Costs

The costs below are high level per unit costs for communications requirements in support of the Project. Sections 2.5A through 2.5E above provide typical scenarios of when these options may be utilized.

Communications Cabinet or Enclosure

Item	Description	Cost
202	Communications Cabinet with circuits to support SCADA, Relay Protection, monitoring devices, etc.	\$192,000 / site

Hawaiian Electric Company
 Company-Owned Interconnection Facilities Cost and Schedule Information

Item	Description	Cost
	<ul style="list-style-type: none"> Projects with SCADA, DTT, and diverse communication circuits 	
<p><u>Notes:</u></p> <ol style="list-style-type: none"> Costs provided are in 2022 dollars. All projects that require communications will require facilities to store the communications equipment. The examples above are provided but other alternatives may be available upon request. Cabinet is used to support Company equipment and capable of providing communications circuit for SCADA, DTT, monitoring devices, etc. Communications cabinet cost does not include fiber, microwave equipment or lease circuits. Proposer will provide all conduits, foundations, HHs, AC power, grounding as required per Company standards. 		

Lease Line Options

Item	Description	Cost
205	Lease Line one-time and recurring costs	Will vary based on 3 rd party provider
<p><u>Notes:</u></p> <ol style="list-style-type: none"> Add cost of Communications Cabinet – See Item 202. Check with Company to understand the current lease line requirements. Communication circuit requirements will be based on applications needed for the project. Company can provide communication circuit interconnection requirements and assist with review of circuit order from the 3rd party provider as needed. Proposer to work directly with 3rd party provider if a lease line circuit is needed. Cost will be the responsibility of the Proposer and is to be negotiated with the 3rd party provider. 		

Fiber-Optic Cable Option

Item	Description	Cost
210	New Fiber-only pole line (200' avg spans, 60-strand ADSS) <ul style="list-style-type: none"> Includes new wood poles 	\$386,000 / mile
211	Fiber underbuild on new or existing pole line (200' avg spans, 60-strand ADSS) <ul style="list-style-type: none"> Assumes no replacements of existing poles are needed 	\$179,000 / mile
<p><u>Notes:</u></p> <ol style="list-style-type: none"> Costs provided are in 2022 dollars. Add cost of Communications Cabinet – See Item 202. Assumes no splices are needed along the route. 		

Microwave Option

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Item	Description	Cost
215	Point-to-Point Microwave Link <ul style="list-style-type: none"> Includes 2 each antenna equipment to create a radio link 	\$697,000 / link
216	50ft Microwave Tower	\$612,000 each
217	100ft Microwave Tower	\$888,000 each
<u>Notes:</u> <ol style="list-style-type: none"> Costs provided are in 2022 dollars. Add cost of Communications Cabinet – See Item 202. Assumes there is radio line-of-site clearance between the communication endpoints. Assumes FCC licensed microwave frequencies are available. Assumes there are existing structures/buildings with space available on both ends to house the radio equipment. Assumes Telecommunications grounding standards are up to date at both sites. Assumes 48 V DC power with 12-hour battery backup is available. Does not include special site-specific permit/approval activities that may be required including, but not limited to, Neighborhood Board(s), Conservation District Use Application, Environmental Assessment, Shoreline Management Area approval, biological (endangered species or habitat) surveys, and/or cultural (archeological) surveys or the cost of any migration required for approvals to be granted. Proposers should conduct their own due diligence for these costs. Assumes space is available at both ends to construct antenna towers or structures that are rated to survive a Saffir-Simpson category 4 hurricane. Other options for Microwave Towers of varying heights may be available. 		

Projects Interconnecting to a Company Switching Station Only

Item	Description	Cost
220	Fiber from “meet point” to termination in Company switching station <ul style="list-style-type: none"> Assumes 24-strand fiber cable. Includes splicing, termination, and testing work. Civil infrastructure (HHs, conduits, etc.) is designed, procured, and installed by Proposer. 	\$31,000
<u>Notes:</u> <ol style="list-style-type: none"> Costs provided are in 2022 dollars. Required if the Proposer’s substation is not adjacent to the Company switching station per Section 2.5E. Assumes the “meet point” is within 500ft of the termination in the Company switching station. 		

2.6 – TYPICAL SECURITY REQUIREMENTS AND COSTS

Section 2.6 provides typical security requirements and costs for new facilities installed as a part of the interconnection. Security requirements and costs can vary based on many factors including, but not limited to, location, crime rate, environment, aspects of the surrounding

area, terrain, accessibility, layout of the facility, etc. The specific requirements for each facility will be subject to final review during the design and engineering phase. Additional information, including the Company's Physical Security Strategy, is available upon request after execution of an NDA with the Company.

A. Proposer Responsibilities at Proposer Facility

The Proposer shall be responsible to incorporate security components and systems for **their facilities** that consider the Security Guidelines for the Electricity Sector (CIP-014-2): Physical Security, as published by the North American Electric Reliability Corporation (NERC) and that at a minimum, meet the requirements below.

For Company-owned facilities within the Proposer's Facility, Company requires:

1. Standard 8ft high security fence with 3-strand barbed wire V-top.
2. Interior mounted 4' high cattle fencing.
3. All gates will be secured using a proprietary padlock system.
4. Proposer-owned cabinets/enclosures housing Company equipment shall be secured with a lock provided by Company.
5. Company requires 24/7 access to Company facilities within the Proposer facility.

B. Proposer Responsibilities for New Company-Owned Substations

Company-owned substations interconnecting firm generation typically require high levels of security due to the critical role they play in the Company's system which may include, but is not limited to:

1. Camera Monitoring – Proposer to procure and install all camera mounts and cameras. Specific models required for cameras, mounts, caps, and other associated hardware will be provided to Proposer after an NDA is executed with the Company. Company's Security Integrator will terminate cables, adjust, and optimize as needed.
2. Electronic Card Access System – For control & microwave houses, Proposer procures/mounts card access devices and installs any cables necessary. Company Security Integrator will terminate cables and program and test devices and peripherals.
3. Infrastructure – Conduits and associated electrical and junction boxes shall be installed by the Proposer as a part of the substation site development. Conduits shall be rigid PVC, dedicated for Security systems purposes only, and sealed properly from the origin to the termination point.
4. Cabling – Cabling shall be installed by the Proposer as a part of the substation site development and shall be of the type specified below for the applicable voltage. Company's Security Integrator will terminate both ends.
 - a. 69kV Substations – CAT 5E
 - b. 138kV Substations – CAT 6
5. Integrator – Company's Security Integrator will procure the server and necessary switches, terminate all ends, program the server, and set all fields of view for all camera shots.

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6. Fencing – Schedule 40 galvanized fence post and fence fabric is required for fencing. The fencing shall be 8 feet high with heavy gauge support wire along the length of the bottom. 3-strand barbed wire shall be mounted atop the fence at a 45-degree angle on the inside and outside for the entire length of fence and gates.
7. Locks – All gates shall be secured using a proprietary padlock system. Company will provide physical padlocks for gates and electrical equipment.
8. Lighting – Motion and static lighting are necessary for additional safety and security deterrent measures and to enhance camera viewing at night. Proposer shall procure and install all lighting as a part of the substation site development. Motion LED lighting arrays shall be placed on all corners and entrances. Static LED lighting arrays shall be placed on the control house and throughout the yard to meet required lighting levels. Lighting shall be Dark Sky compliant.
9. Perimeter Intrusion Detection (138kV only) – Proposer shall procure and install devices and cables using a contractor that is trained and qualified to install the specified system. Company’s Security Integrator will terminate cables, program, and test system. The specific models for the system will be provided to Proposer after execution of an NDA with the Company.

The costs below are the Company costs to support implementation of the security systems typically required.

Item	Description	Cost
251	Substation Security	\$104,000 / site
<p>Notes:</p> <ol style="list-style-type: none"> a) Costs provided are in 2022 dollars. b) Includes Company costs for internal labor, materials, and contractors to support design, installation, programming, and testing of all security systems. c) Location has flat terrain, is accessible, and is rural with a moderate to low crime rate and little to no homeless population. d) Fire break is not needed. 		

SECTION 3 – PROPOSER-BUILD RESPONSIBILITIES

Section 3 defines Company and Proposer responsibilities for Proposer-Build interconnections.

3.1 – COIF AT PROPOSER SITE

Company will perform the following:

1. Review and approval of Proposer drawings and material selection.
2. Inspect Proposer construction.
3. Programming and functional testing of digital devices (i.e., DFR, RTU, etc.).
4. Terminate wiring between RTU and IPP interface cabinet.
5. Perform acceptance testing.
6. Procurement, installation, and testing of revenue meters.

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Company-Owned Interconnection Facilities Cost and Schedule Information

Proposer is responsible for the following:

1. Design, procurement, and construction of:
 - a. All COIF except what is identified above.
 - i. Pull wiring between RTU and IPP interface cabinet and coil up on both ends.
 - b. All civil infrastructure (conduits, equipment pads, etc.) at the Proposer facility.
2. As built drawings prior to acceptance testing.

3.2 – COIF AT EXISTING COMPANY-OWNED SUBSTATIONS

Company will perform all engineering, material procurement, and construction at existing Company-owned substations except as described below.

1. For an UG termination into an existing substation, Proposer is responsible for design, procurement, and construction of the UG T&D lines and associated civil infrastructure up to the termination on the riser structure.

3.3 – T&D LINE WORK

Company will perform the following:

1. Review and approve Proposer drawings.
2. Inspection of Proposer construction.
3. Design, procurement, and construction of electrical facilities for the final tap at the GCP.
4. Design, procurement, and construction of electrical facilities within the existing Company right-of-way (i.e., where Company's energized facilities are).
5. Procurement does not include the conductors or cable required for the last span as discussed below.
6. Break into Company's existing UG facilities for interception point (i.e., at an existing MH/HH/vault)

Proposer is responsible for the following:

1. Route design of the OH or UG lines (locations of poles, MHs, HHs, vaults, conduits, equipment, etc.).
2. Design, procurement, and construction of:
 - a. All civil infrastructure (vaults, manholes, conduits, equipment pads, etc.) between the Proposer facility and the GCP.
 - b. All electrical facilities from the Proposer facility up to and including the last pole or manhole/vault prior to existing Company facilities.
3. For OH to existing OH final tap
 - a. Coil enough OH conductor on the last pole for Company to string and terminate the last span of conductor to the GCP.
4. For UG tap to existing OH final tap
 - a. Stub-up the riser conduit above ground level at the bottom of the riser pole.

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- b. Pull cable to the last MH/HH/vault prior to the riser.
 - c. Provide enough cable for Company to make the last pull up the riser and terminate the cables.
5. For UG tap to existing UG
- a. Conduits to connect to interception point provided by Company.
 - b. Pull cable to the last MH/HH/vault prior to intercepting Company's existing facilities.

3.4 – TELECOMMUNICATIONS

Company will perform the following:

1. Review and approval of Proposer drawings.
2. Design, procurement, installation, and testing of network equipment such as routers, multiplexers and associated hardware required at Proposer Site, Company Switching Station and/or Remote Substation Facilities to provision circuits required for the project.
3. Design, procurement, and installation of fiber termination equipment within Company owned or managed facilities at Proposer Site, Company Switching Station and/or Remote Substation Facilities, as needed, to support the communication requirements.
4. Design, procurement, and installation of microwave radio within Company owned or managed facilities at Proposer Site, Company Switching Station and/or Remote Substation Facilities, as needed, to support the communication requirements.

Proposer is responsible for the following:

1. Preparation of drawings related to the installation of telecommunication equipment to be turned over for Company ownership and/or Company management, including telecommunications cabinets and/or racks and telecommunications power.
2. Design, procurement, and installation of telecommunications cabinets and/or racks at the Proposer site and/or Company Switching Station to support the telecommunications equipment, as well as supporting equipment including air conditioning, alarming equipment, ground bars and fuse panels.
3. Design, procurement, and installation of equipment at the Proposer site and/or Company Switching Station to support telecommunications power requirements, including, but not limited to, batteries, battery racks, rectifiers, and distribution panels.
4. Design, procurement, and installation of fiber cable, as needed, to support communications requirements, including SCADA connection from the Developer's RTU to the Company's RTU.
5. Ordering and installation of leased services, as needed, to support communications requirements.

3.5 – SECURITY

Responsibilities for Proposer-Build projects are the same as for Company-Build projects. See Section 2.5 for those responsibilities.

SECTION 4 – TYPICAL COMPANY DURATIONS FOR INTERCONNECTION PROJECTS

The tables below in Section 4 are to be used as a reference when developing an overall project schedule to assist Proposers in setting realistic durations and deadlines for critical milestones. These tables represent typical durations for the Company to complete the listed critical milestones that assist in moving the interconnection project through the IRS, Engineering, Procurement, and Construction phases. The durations below do not include time for Proposer to complete items they are responsible for. These high-level typical durations are for planning purposes only and is not intended to cover all project specific requirements. Specific project details can increase or decrease these durations. The detailed project schedule will be determined after the IRS is completed.

4.1 – NOT USED

4.2 – SUBTRANSMISSION PROJECTS

Milestone	Duration Proposer-Build	Notes
IRS Phase		
Model Validation	1 month	May increase depending on # of iterations
System Impact Study (SIS)	150 calendar days	Following Model Acceptance
Facility Study (FS)	40 business days	Following completion of SIS, SLD Acceptance, and Receipt of Developer Drawings and Schedules
Engineering Phase		
30% Design & Review	20 business days	
60% Design & Review	20 business days	Following 30% Design acceptance.
90% Design & Review	20 business days	Following 60% Design acceptance
Issued for Construction (IFC) Design & Review	20 business days	Following 90% Design acceptance.
Procurement Phase		
Procurement	N/A	Procurement of materials typically happens at 60% design completion
Construction Phase		
Construction	N/A	Based on scope/complexity of work
Acceptance Testing	25 business days	Approximately 3 weeks after construction completion
CSAT	30 business days	To occur after commissioning of Proposer's Facility. Duration depends on Proposer's ability to meet the Performance Standards.
Notes		

Hawaiian Electric Company
 Company-Owned Interconnection Facilities Cost and Schedule Information

Milestone	Duration Proposer-Build	Notes
a) For Proposer-Build projects, the Engineering Phase includes design reviews of Proposer designs for COIF and review of SOIF supporting/impacting COIF. b) N/A indicates that the task is the responsibility of the Proposer in a Proposer-Build project.		

4.3 – TRANSMISSION PROJECTS

Milestone	Duration Proposer-Build	Notes
IRS Phase		
Model Validation	1 month	May increase depending on # of iterations
System Impact Study (SIS)	150 calendar days	Following Model Acceptance
Facility Study (FS)	40 business days	Following completion of SIS, SLD Acceptance, and Receipt of Developer Drawings and Schedules
Engineering Phase		
30% Design & Review	20 business days	
60% Design & Review	20 business days	Following 30% Design acceptance.
90% Design & Review	20 business days	Following 60% Design acceptance
Issued for Construction (IFC) Design & Review	20 business days	Following 90% Design acceptance.
Procurement Phase		
Procurement	N/A	Procurement of materials typically happens at 60% design completion
Construction Phase		
Construction	N/A	Based on scope/complexity of work
Acceptance Testing	25 business days	Approximately 3 weeks after construction completion
CSAT	30 business days	To occur after commissioning of Proposer's Facility. Duration depends on Proposer's ability to meet the Performance Standards.
Notes		
a) For Proposer-Build projects, the Engineering Phase includes design reviews of Proposer designs for COIF and review of SOIF supporting/impacting COIF. b) N/A indicates that the task is the responsibility of the Proposer in a Proposer-Build project.		

PROJECT EXAMPLES - APPENDIX H UNIT COST TABLE

Examples provided for illustrative purposes only and is not binding for actual facility costs.

Estimated costs represent Company costs charged to the Proposer.

Projects interconnecting to subtransmission**Example 1**

15MW firm generation project interconnecting radially to two (2) 46kV circuits. Proposer will construct a new 46kV Company-owned substation per Attachment 2 of this Appendix H. Proposer will construct a line extension of two circuits from the new substation up to the last pole before the taps. The line extensions are 500ft and 1000ft (not including the 100ft span at the tap). Company will complete the OH to OH final taps. DTT and sync/deadline check required at 1 remote sub. 0.5mi of existing OH conductor needs to be upgraded. Company to install new microwave link to new Company-owned substation for primary communications. Proposer to provide leased line telecommunications with a 3rd party provider for backup communications. Assumed durations: Engineering = 12 months, Construction = 10 months, Testing/closeout = 6 months.

Appx H Item	Description	Quantity	Unit	Unit Price (\$)	Total Cost (\$)
COIF Costs Paid by Proposer					
15	Company work at new substation	1	EA	\$1,041,000	\$1,041,000
120	46kV OH to OH (1st tap)	1	EA	\$78,000	\$78,000
120	46kV OH to OH (2nd tap)	1	EA	\$51,000	\$51,000
160	Additional 100ft OH Line Extension	15	EA	\$6,000	\$90,000
	46kV OH line extension (by Proposer)	1	LS	\$0	\$0
	New 46kV substation (by Proposer)	1	LS	\$0	\$0
196	Project Management	1	LS	\$482,400	\$482,400
202	Comm Cabinet	1	EA	\$192,000	\$192,000
215, 216	Microwave Link w/50' tower (primary)	1	EA	\$1,309,000	\$1,309,000
205	Backup Leased line (by Proposer)	1	LS	\$0	\$0
252	Security	1	EA	\$104,000	\$104,000
				ESTIMATED TOTAL =	\$3,347,400
System Upgrade Costs Paid by Company					
21	Remote substation work	1	EA	\$435,000	\$435,000
				ESTIMATED TOTAL =	\$435,000

Example 2

50MW firm generation project interconnecting to two (2) paralleled 46kV circuits. Proposer will construct a new 46kV Company-owned substation per Attachment 3 of this Appendix H. Proposer will construct a line extension of two circuits from the new substation up to the last pole before the taps. One line extension is 900ft OH and the other is 800ft OH and 100ft UG (not including the 100ft span at the tap). The second line tap is at a riser (OH to UG type). Company will complete the final taps. Relay upgrades required on one of the circuits. Proposer to install fiber from nearest splice point to the new substation (0.5 miles) underbuilt on existing lines for primary communications. Proposer provides a leased line for backup communications. Assumed durations: Engineering = 12 months, Construction = 10 months, Testing/closeout = 6 months.

Appx H Item	Description	Quantity	Unit	Unit Price (\$)	Total Cost (\$)
COIF Costs Paid by Proposer					
17	Company work at new substation	1	EA	\$1,041,000	\$1,041,000
120	46kV OH to OH (1st tap)	1	EA	\$78,000	\$78,000
121	46kV OH to UG (2nd tap)	1	EA	\$175,000	\$175,000
160	Additional 100ft OH Line Extension	17	EA	\$6,000	\$102,000
161	Additional 100ft UG Line Extension	1	EA	\$9,000	\$9,000
	46kV line extensions (by Proposer)	1	LS	\$0	\$0
	46kV civil infrastructure (by Proposer)	1	LS	\$0	\$0
	New 46kV substation (by Proposer)	1	LS	\$0	\$0
196	Project Management	1	LS	\$482,400	\$482,400
202	Comm Cabinet	1	EA	\$192,000	\$192,000
211	Company fiber underbuild (primary)	0.5	MI	\$179,000	\$89,500
205	Backup Leased line (by Proposer)	1	LS	\$0	\$0
252	Security	1	EA	\$104,000	\$104,000
				ESTIMATED TOTAL =	\$2,272,900
System Upgrade Costs Paid by Company					
22	Relay Upgrades	1	EA	\$561,000	\$561,000
				ESTIMATED TOTAL =	\$561,000

Projects interconnecting to transmission

Example 3

100MW firm generation project interconnecting to existing 138kV OH circuits. Proposer to build a new Company-owned 4-bay BAAH switching station per Attachment 4 of this Appendix H. Line extension includes interception of existing circuits and a 1500ft extension of four (4) new 138kV OH lines to new Company switching station (not including the 100ft spans at the tap). All lines are accessible. Proposer to construct the new OH lines between the termination structures at the substation and the last poles/structures before intercepting the existing lines. Company will construct the final tap from the last poles/structures to the GCP. Line relay upgrades and 3ph line PTs are required on both circuits and a breaker replacement is required on one circuit. Company to install 0.25 miles of ADSS fiber (underbuild) to the new Company switching station and install Company-owned equipment in Proposer-provided communications cabinet; back-up communications is required. Proposer to provide leased line for backup telecommunications. Proposer's substation is adjacent to Company's switching station. Assumed durations: Engineering = 12 months, Construction = 10 months, Testing/closeout = 6 months.

Appx H Item	Description	Quantity	Unit	Unit Price (\$)	Total Cost (\$)
COIF Costs Paid by Proposer					
32	Company work at new substation	1	EA	\$2,105,000	\$2,105,000
133	138kV OH to OH Final Tap	2	CKT	\$961,000	\$1,922,000
175	Additional 100ft OH Line Extension	60	EA	\$9,000	\$540,000
197	Project Management	1	LS	\$482,400	\$482,400
	138kV OH line extension (by Proposer)	1	LS	\$0	\$0
202	Comm Cabinet	1	EA	\$192,000	\$192,000
205	Leased line (by Proposer)	1	LS	\$0	\$0
211	Company fiber underbuild (primary)	0.25	MI	\$179,000	\$44,750
250	Company security costs	1	LS	\$104,000	\$104,000
				ESTIMATED TOTAL =	\$5,390,150
System Upgrade Costs Paid by Company					
36a	Line relay upgrades	2	EA	\$452,000	\$904,000
36b	Breaker replacement	1	EA	\$569,000	\$569,000
36c	3ph line PTs for synch check	2	EA	\$122,000	\$244,000
				ESTIMATED TOTAL =	\$1,717,000

Example 4

200MW firm generation project interconnecting at Hoohana substation. The 142MW SPOF limit means project requires two (2) gen-tie lines to Hoohana from the Proposer's site. The first termination requires adding a termination to an existing bay. The second termination requires expansion of the substation for two (2) additional BAAH bays (less 1 breaker), a new control house, and interconnecting the Kahe-Halawa 2 circuit to Hoohana. Proposer to run two (2) OH gen-tie lines (1,000ft each, not including 100ft span into sub) from Proposer's site to Hoohana. First termination into Hoohana will be overhead, and Company to string final OH span from last pole to termination structure at Hoohana. Second termination will be underground to cross existing 138kV lines (500ft not including 100ft span into sub), and Proposer to terminate at Hoohana. Proposer to run fiber between Proposer's substation and Hoohana since substation is not adjacent to Hoohana. A comm cabinet is required at the Proposer's substation. Assumed durations: Engineering = 12 months, Construction = 10 months, Testing/closeout = 6 months.

Appx H Item	Description	Quantity	Unit	Unit Price (\$)	Total Cost (\$)
COIF Costs Paid by Proposer					
<i>1st Termination</i>					
41	Company work at Proposer's substation	1	EA	\$408,000	\$408,000
44	Add termination to existing bay	1	EA	\$1,151,000	\$1,151,000
<i>2nd Termination</i>					
42	Expansion of substation	2	EA	\$500,000	\$1,000,000
43	Add BAAH bay w/ 1 termination	2	EA	\$2,975,000	\$5,950,000
44	Add termination to existing bay	1	EA	\$1,151,000	\$1,151,000
46	New control house	1	EA	\$2,000,000	\$2,000,000
47	Interconnect Kah-Hal #2 to Hoohana	1	LS	\$2,168,000	\$2,168,000
<i>Gen-tie Lines</i>					
175	Gen-tie 1 - Add'l 100ft OH Line Extension	100	EA	\$9,000	\$900,000
135	138kV OH Final Span to Existing Sub	1	EA	\$103,000	\$103,000
175	Gen-tie 2 - Add'l 100ft OH Line Extension	100	EA	\$9,000	\$900,000
176	Gen-tie 2 - Add'l 100ft UG Line Extension	5	EA	\$10,000	\$50,000
136	138kV UG Termination to Existing Sub	1	EA	\$38,000	\$38,000
	138kV civil infrastructure (by Proposer)	1	LS	\$0	\$0
197	Project Management	1	LS	\$477,400	\$477,400
202	Comm Cabinet (at Proposer's sub)	1	EA	\$192,000	\$192,000
220	Fiber from "meet point" to sub	1	EA	\$31,000	\$31,000
	Fiber civil infrastructure by Proposer	1	LS	\$0	\$0
251	Company security costs	1	LS	\$104,000	\$104,000
				ESTIMATED TOTAL =	\$16,623,400
System Upgrade Costs Paid by Company					
					\$0
				ESTIMATED TOTAL =	\$0

Electrical service to Proposer Facility**Example 5**

Proposer requests service from existing 12kV line 0.5 miles away from the facility (new OH line for 0.4 miles and 0.1 miles underbuilt on the Company-owned interconnection lines). The OH line risers down and 2 feeders will serve a padmount transformer 100ft away from the riser pole. Proposer to install civil infrastructure (ductlines, MH/HH/vaults, equipment pads, etc.).

Appx H Item	Description	Quantity	Unit	Unit Price (\$)	Total Cost (\$)
188	Padmount tsf for facility service	1	EA	\$81,000	\$81,000
189	12kV OH accessible	0.4	MI	\$655,000	\$262,000
190	12kV OH underbuild	0.1	MI	\$420,000	\$42,000
193	12kV 3ph riser	1	EA	\$38,000	\$38,000
	12kV civil infrastructure (by Proposer)	1	LS	\$0	\$0
			ESTIMATED TOTAL =		\$423,000

Electrical service to Proposer Facility and Primary station service for Company-owned switching station**Example 6**

Proposer requests service from existing 12kV line 0.2 miles away from the facility. Line extension is a new OH accessible line. The OH line riser down and 2 feeders will serve a padmount transformer 100ft away from the riser pole. Primary station service for the Company-owned switching station will be tapped off of the facility service line extension, riser underground, with 2 feeders going to a padmount station service transformer in the switching station located 300ft away from the tap point. Proposer to install civil infrastructure (ductlines, MH/HH/vaults, equipment pads, etc.).

Appx H Item	Description	Quantity	Unit	Unit Price (\$)	Total Cost (\$)
188	Padmount tsf for station service	2	EA	\$81,000	\$162,000
189	12kV OH accessible (facility service)	0.2	MI	\$655,000	\$131,000
193	12kV 3ph riser (facility service)	1	EA	\$38,000	\$38,000
193	12kV 3ph riser (station service)	1	EA	\$38,000	\$38,000
192	UG dbl feeder (station service)	0.04	MI	\$1,014,000	\$38,409
	12kV civil infrastructure (by Proposer)	1	LS	\$0	\$0
			ESTIMATED TOTAL =		\$407,409

DRAFT
REQUEST FOR PROPOSALS
FOR
FIRM RENEWABLE DISPATCHABLE GENERATION
ISLAND OF O‘AHU

FEBRUARY 28, 2022

Docket No. TBD

Appendix I – Reserved



**Hawaiian
Electric**

DRAFT
REQUEST FOR PROPOSALS
FOR
FIRM RENEWABLE DISPATCHABLE GENERATION
ISLAND OF O‘AHU

FEBRUARY 28, 2022

Docket No. TBD

Appendix J – Reserved



**Hawaiian
Electric**

DRAFT
REQUEST FOR PROPOSALS
FOR
FIRM RENEWABLE DISPATCHABLE GENERATION
ISLAND OF O‘AHU

FEBRUARY 28, 2022

Docket No. TBD

Appendix K – Reserved



**Hawaiian
Electric**

DRAFT
REQUEST FOR PROPOSALS
FOR
FIRM RENEWABLE DISPATCHABLE GENERATION
ISLAND OF O‘AHU

FEBRUARY 28, 2022

Docket No. TBD

*Appendix L – Please see Exhibit 5 of this
February 28, 2022 Transmittal*



**Hawaiian
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