Request for Proposals (RFP) Template
for Commercial & Industrial Solar Projects in Vietnam
(Turnkey Purchase Type Contracts)

The Clean Energy Investment Accelerator (CEIA) is a public-private partnership initiative supported by the U.S. and German governments as well as other partners to drive deployment of clean energy solutions for large consumers in key emerging markets across the globe. The CEIA is jointly led by World Resources Institute, the U.S. National Renewable Energy Laboratory, and Allotrope Partners.

Along with other CEIA resources and tools (www.cleanenergyinvest.org/resources), this RFP Template and its supporting materials are meant to enable the replication and scaling of renewable energy projects in commercial and industrial sectors. The following supporting materials are available for download and can be requested in native formats via email to assist buyer companies with bid evaluation:

- Proposal Evaluation Guidelines;
- Proposal Evaluation Data Summary; and
- Proposal Evaluation Score Sheet.

These are working documents informed by CEIA experiences to date in Vietnam and other markets, where CEIA has facilitated the RFP process for various commercial and industrial energy consumers. This RFP template will be updated over time to capture additional lessons learned.

This RFP Template and the supporting materials are designed to serve as a starting point for commercial or industrial buyer companies seeking on-site solar projects for their facilities in Vietnam. This version of the RFP Template is designed to solicit proposals for turnkey solutions where the buyer intends to purchase the solar system upfront.

Buyer companies will need to customize and tailor this template and the supporting materials for their unique purposes, modifying content to align with desired financing models or offerings and adding specific information such as: proposal submission procedures, system specifications, site locations, key dates, local or domestic legal requirements, and other factors that may vary across technologies, projects, provinces, and circumstances. It is highly recommended that buyer companies engage their own legal counsel during the renewable energy procurement process.

Placeholders where project-specific data or inputs are needed are highlighted throughout the template. Text that is highlighted and italicized indicates illustrative examples or a description of text that could be inserted. As part of the RFP development process, buyer companies will need to select an appropriate file-sharing method that protects sensitive information. The CEIA has found
online portals to be an effective tool for managing the proposal submission process and streamlining information flows between buyers and bidders.

The CEIA team welcomes feedback on this RFP template as we continue to update our materials. To provide written comments or request further information, please contact info@cleanenergyinvest.org.

**Disclaimer:** While CEIA aspires to make useful information for advancing clean energy widely available and user-friendly, this document is in no way meant to provide technical, legal, or financial advice or recommendations. Any company or individual using this RFP Template takes full responsibility for their actions and absolves the CEIA and associated organizations of any liability.
REQUEST FOR PROPOSALS

TEMPLATE

FOR
SOLAR PHOTOVOLTAIC (PV) PROJECTS
UNDER TURNKEY PURCHASE CONTRACTS IN
VIETNAM:
[RE Buyer]

Issued by: [RE Buyer]

[Date Published]

Responses due by: [Bid Due Date]

To: [Email Address or Online Site for Bid Submission]
Request for Proposals (RFP)
Solar PV Project

[Buyer]

[Date Published]

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Confidentiality Statement
[Insert confidentiality statement]
Invitation to Propose

[Buyer]

ISSUANCE DATE: [Date]
RFP NO. [ref no]
PROJECT: [Buyer and Site Name(s)]

Dear Sir or Ma’am:

Through this Request for Proposals (RFP), [Full Buyer Name (“Short Buyer Name”) is soliciting proposals from qualified project developers (Offerors) to design, deliver, install, operate and maintain a [type of installation, e.g., rooftop, rooftop and ground-mounted] system for its facility(ies) in [location(s)] in Vietnam. [Buyer] seeks to:

- [Any specific provisions]
- [Utilize solar electricity secondarily for the net billing mechanism and available Feed-in Tariff (FIT) to sell excess power for those sites where feasible.]
- [Have all rooftop PV systems obtain commercial operation dates of no later than 31 December 2020 to ensure the systems qualify for the FIT, pursuant to Decision 13/2020/QD-TTg.]

Proposals must include a technical and price offer for a Turnkey Purchase solution [,, and must additionally provide a separate technical and price offer for operations and maintenance (O&M) for a [project type, e.g., rooftop PV solution].

**Turnkey Purchase** – The Offeror designs, delivers, installs, commissions, and transfers the PV system(s) to the Buyer. The Offeror provides for any extended warranties to ensure coverage of 10 years of operations.

**O&M – The Offeror must separately provide a technical and price offer for O&M services to cover, at a minimum, two (2) years of service, up to a 25-year project lifetime. The Offeror performs all activities and provides all materials and labor necessary to ensure adherence to a proposed performance guarantee.**

**INSTRUCTIONS:**

When submitting a proposal for this RFP, Offerors should note the following requirements:

1. A complete RFP package may be acquired online on [sharepoint/google link]. For more information about this RFP, please contact:
   - [Name]
   - [Title]
Proposals must be submitted via [email or electronic upload to sharepoint/google link] per instructions in this RFP no later than [time] ICT on [date].

2. Late submissions will be deemed non-responsive and will not be considered unless an extension has been requested and granted.

3. All Offerors shall provide sufficient written and verifiable information that responds to the requirements set forth herein and in the Scope of Work (SOW).

4. Any pre-proposal questions and/or clarifications shall be submitted to [Buyer] via email at [email address]. Questions are welcome and should be sent no later than [time] on [date]. [Buyer] will consolidate and anonymize questions from all Offerors and will address them in a written addendum to this RFP for all Offerors to access.

5. All costs and expenses associated with developing and/or submitting a proposal in response to this RFP and/or any related activity following the submission of any such proposal shall be borne by the Offeror.

6. [Buyer] reserves the right to:
   a. Reject all proposals and reissue a new or amended RFP. [Buyer] may also issue addenda to the original RFP as necessary;
   b. Negotiate a contract with the Offeror that is selected for award;
   c. Request additional information from Offeror(s); and/or
   d. Waive any non-material deviations from the description outlined in the RFP at its sole discretion;
   e. Retain records of all the submitted documents.

SIGNED: ________________________________ DATE: _______________________
I. Background

[Please add background about Buyer, any relevant goals or past experience in clean energy or emissions reductions activities]

This RFP draws from the RFP template developed by the Clean Energy Investment Accelerator (CEIA).

[Paragraph on what Buyer is seeking to be included in the proposal in terms of technologies, contracts, and services]

[Paragraph on forward-looking intentions for additional procurements or clean energy measures, if any]

To participate in this RFP, Offerors must demonstrate the ability to perform the work set forth in this document and are expected to have significant experience successfully performing comparable work in Vietnam. Details about the submission requirements are included in Section II.3, “Proposal Submission Requirements.” Proposals will be evaluated based on company experience and the quality and pricing of their offerings, as outlined in Section II.4, “Evaluation of Proposals.”
II. Bidding Information

1. Important Dates

The following are significant anticipated Scheduling and Contract Dates for this RFP:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td></td>
<td>RFP Issued</td>
</tr>
<tr>
<td></td>
<td>Offerors Confirm Site Visit Attendance (optional)</td>
</tr>
<tr>
<td></td>
<td>Offerors Conduct On-Site Evaluation (optional)</td>
</tr>
<tr>
<td></td>
<td>Deadline for Offerors Submittal of Questions</td>
</tr>
<tr>
<td></td>
<td>Deadline for Submittal of Final Proposals</td>
</tr>
<tr>
<td></td>
<td>Proposal Evaluations / Interviews</td>
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<tr>
<td></td>
<td>Notify Offerors of (Non-)Selection</td>
</tr>
<tr>
<td></td>
<td>Contract Negotiations Begin</td>
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</tbody>
</table>

Site Walk: A list of anticipated dates and times for on-site technical evaluations is provided below, and while optional, all RFP respondents are highly encouraged to participate. In addition to Offerors’ experience and expertise, information gathered during the site walks and provided in this RFP are expected to be sufficient for Offerors to assess the roof, structural, and electrical service point conditions, so as to propose an optimally designed system for the site(s).

[Dates, times and location]

Offerors that will be participating in the site walks must register via [email address or link to online registration] to confirm their planned attendance by [date].

1. 2. RFP Due Date: Offerors shall submit to [Buyer] via [email address or upload to [online site link]] via an electronic submission of the completed RFP documents in [language of choice], no later than [time] on [date]. All responses shall utilize spreadsheets, documents, and online submission forms as indicated in this RFP.

2. Award

Any contract(s) for this project may be awarded to the qualified Offerors(s) able to effectively negotiate terms for the project(s) that provide the “best value” to [Buyer] as determined solely by [Buyer] and its agents. [Buyer] reserves the right to reject any or all proposals or any part of an individual proposal and to otherwise determine which, in their sole judgment, best meets their needs. If the selected Offeror seeks to add costs to the proposed project after selection or is unable to effectively execute contracts with [Buyer], alternate Offerors may be contacted in an effort to develop the proposed projects.

Please note, this document and the RFP process do not constitute a guarantee by [Buyer] or any associated parties to purchase a system or enter into binding negotiations or contracts with any firms that respond to this RFP. Any and all costs associated with a firm providing a bid in response to this RFP are the sole responsibility of the Offeror. Offerors submitting responses to this RFP do so with the understanding that
[Buyer] does not guarantee the award of any contract or work. [Buyer] reserves the right, in their sole and absolute discretion, to abolish, refresh, amend, or extend the scope or limitations of this project.

3. Proposal Submission Requirements

All Offerors shall submit their proposals no later than [time] ICT on or before [Date]. Late submittals will be deemed non-responsive and will not be considered.

Submissions shall be submitted [via email or uploaded on a dedicated site]. The contents must be organized [in a main electronic folder with sub-folders and files] corresponding to the outline below. The [main electronic folder, sub-folders, and] files must be clearly named to indicate the Offeror and RFP content.

The electronic submission shall be organized into a Proposal Narrative as described in the following outline.

1. Transmittal Form: The Offeror shall submit a completed and signed “Proposal Transmittal Form” (Exhibit 1). The letter should be submitted on the Offeror’s letterhead.

2. Cover Letter: Offeror shall prepare a cover letter, not exceeding two (2) pages in length, which summarizes the key points in the RFP response. The letter should be submitted on the Offeror’s letterhead. If the Offeror believes any information, data, process or other material in its RFP response should be considered by the Buyer to be confidential or proprietary, the Offeror shall identify that material with specificity as to the page and paragraph and on what basis it believes the material is proprietary or confidential. The cover letter should include the Offeror’s address, contact, email address, phone number, and fax number.

3. Offeror Qualifications: To describe the Offeror’s qualifications for performing the work described in this RFP, the Offeror shall compile the following information:
   a. Company Qualifications.
      i. The Offeror shall provide an overview of the company including:
         1. Status (private/publicly held, corporation, joint venture, etc.)
         2. Number of employees
         3. Provinces and countries in which the company does business
         4. Length of experience and types of customers (residential, commercial, industrial, government, etc.)
         5. Key figures about gender balance of the management team, gender balance of the workforce, employment data (number of full-time employees vs. short-term contractors) and any relevant data on anticipated jobs created or supported.
         6. Any other information the Offeror deems relevant.
      ii. The Offeror shall complete and include the “Offeror Experience Form” (Exhibit 2) with at least three (3) referenced projects. The form should include the most relevant construction projects that are similar in type, size and complexity to this project.
      iii. The Offeror will provide satisfactory evidence of sufficient capital, facilities and plant required to perform the proposed work successfully and promptly within the terms set forth in the RFP. The submitted documents must be provided in [language of choice]. For documents requiring translation, provide the original and a certified translation. Offerors should submit Articles of Incorporation in addition to at least one of the options listed below:
1. Articles of Incorporation (required) and
2. 2 years of audited financial statements (option), or
3. Credit rating (option), or
4. Audited cash flow statement (option), or
5. Tax form submission for one year (option).

iv. **The Offeror shall demonstrate financial capabilities** (e.g., confirming sources of funds or a letter of support from a bank or other investor) to prove that the Offeror is able to finance the proposed project.

b. **Key Staff CVs:** The Offeror will provide CVs for each of the key personnel (including from partner or subcontracted organizations) that will be directly involved with the development and implementation of the work being proposed. “Key personnel” include, at a minimum, project managers and technical leads directly related to the project.

c. **Licenses:** The Offeror, its partners, or its subcontractors must hold appropriate and current professional certifications and business licenses for the requested professional services. Submit proof of all relevant professional certifications and business licenses.

4. **Technical Proposal:** The Offeror shall submit a full and detailed Technical Proposal that describes the goods, services, and procedures that completely address the requirements presented in the Scope of Work. The subsections (a - j) immediately below provide an outline and brief description of the content each Offeror should address in its proposal. Specific technical details are provided in the Project Summary and Scope of Work sections of the RFP.

a. **Project Approach:** The Offeror shall describe the project’s goals and objectives, general technical solution, teaming approach, and construction management approach that support work proposed for this RFP. Include a general technical description of the proposed system.

The Offeror must describe the organization of the team being proposed to perform the work, including identifying the overall project manager and organizational relationship with key technical personnel. The Offeror must identify key tasks to be performed by any partners or subcontracted firms. Provide a brief description of these companies. Provide copies of documents that indicate an agreement to collaborate on the proposed project with each company.

The Offeror should describe all proposed deviations from the Scope of Work included in this RFP. If the Offeror cannot offer the full scope of services, the Offeror may provide a contact or offer from a company that can.

b. **Solar PV System Design:** Provide the design of each solar PV system and their components including concept drawings, equipment information, and interconnection, metering, and monitoring requirements that satisfy the system requirements detailed in the Scope of Work. In addition to the information below, Offerors must submit a System Description Form (Exhibit 3) to summarize key performance data.

i. **Concept Drawings:** The Offeror shall provide concept drawings that indicate the proposed location of the PV arrays and access points along with single-line electrical diagrams showing inverters, transformers, meters, and interconnection locations.

In addition, the Offeror should present an assessment of the roof conditions and substructure for suitability of the projects, and any other facility limitations that may constrain operations.
ii. **Equipment Information:** The Offeror shall provide technical information detailing the equipment being proposed including:

1. Technical specifications and models of key equipment;
2. Evidence that the proposed technology and equipment meet or exceed applicable safety and interconnection standards;
3. Performance and design life of equipment components and subsystems, including curves and expected degradation for PV panels and inverters;
4. All engineering associated with structural and mounting details; and
5. Controls, monitors, and instrumentation

iii. **Interconnections, Metering, and Monitoring:** The Offeror will describe the technical and administrative requirements for any proposed connections of the PV system(s) to relevant electrical distribution systems and controls that are both external and internal to the Buyer’s facilities.

Describe in detail the overall system architecture for controls and communication between system components. Provide details on data acquisition, communications protocols, and analytics.

Describe any equipment (including necessary upgrades) and technical studies needed to connect the system and protect them according to industry best practices and applicable regulations and codes.

Describe the equipment and connections for metering and monitoring, including two-way metering if a FIT for excess generation with EVN is proposed. Describe connections and integration with existing communications and controls if applicable. Highlight cybersecurity concerns and mitigation techniques. Describe or list the system data that will be monitored and managed by the equipment.

Describe any administrative and legal procedures needed, including any interconnection agreements and easements that may be necessary.

c. **Procurement:** The Offeror will outline the key considerations for equipment and services procurement, particularly as it may impact system quality and schedule. The Offeror should demonstrate knowledge of potential suppliers, equipment availability, delivery timelines (including customs procedures if applicable), and the existence (if any) of local content requirements.

d. **Commissioning and Acceptance Testing:** The Offeror shall provide a high-level plan outlining the process for testing and commissioning the solar PV system(s).

e. **Project Schedule:** The Offeror shall provide an initial project schedule including milestones and timelines for tasks covering, at a minimum, permitting and interconnection agreement, regulatory approvals, design, procurement, shipping and delivery, construction/fabrication, installation, testing, startup and commissioning of the solar PV system. This should include any phasing of activities necessary to accommodate construction completion at the site(s).
f. **Operations and Maintenance:** The Offeror must provide a detailed description of the O&M services that will be provided for the PV system(s).

g. **Insurance and Warranties:** The Offeror must provide a description of the product warranty information for proposed racking, modules, inverters, and control equipment. In addition, the Offeror will describe insurance covering the roof, construction activities, and installation workmanship.

h. **Performance Guarantee:** The Offeror will provide a detailed narrative description of the performance guarantee that ensures a guaranteed minimum amount of electricity (kWh) to be produced by the system for the term of the contract, broken out on an annual basis. This description of the electricity delivery guarantee values should be presented in Exhibit 3.

i. **Safety Plan:** The Offeror will describe its company-level safety process or program that it uses to ensure safe working conditions and adequately trained employees. The Offeror must describe its safety record, and any mitigation efforts that have been put in place to correct sub-par safety records.

   In addition, the Offeror will describe the safety plan that will be utilized for the project site(s) during both the construction and O&M phases, to include Buyer, partner, and sub-contracted personnel.

j. **Plan for Regulatory and Environmental Compliance:** Offerors must describe a plan that demonstrates that they are capable of obtaining all required permits and licenses and provide an estimated timeline for approval. This timeline should be included as part of the project schedule as described above.

5. **Price Proposal:** Offeror shall complete the System Description and Price Proposal Form (Exhibit 3) to provide its price proposal for the required Turnkey Purchase offering.

   The Turnkey Purchase scope of services quoted in the proposal should be for the provision of all tasks required to design, engineer, permit, fabricate, deliver, install, commission, operate, and maintain the PV system. The scope shall also include, but not be limited to, securing all permits and approvals from governing agencies, all labor, insurance, warranty extensions, taxes, services, interconnection and environmental studies and costs, and equipment necessary to produce a fully operational solar PV system.

   The price should lay out monthly O&M fees that include all equipment, labor and services needed to ensure compliance with the guaranteed annual minimum delivery of electricity over the proposed O&M services lifetime.

   All prices should be provided in **[US dollars]**, **[with and without VAT if applicable]**. All payments will be made in **[Vietnamese dong]**.
4. Evaluation of Proposals

The RFP evaluation is for the purpose of determining which Offerors are deemed responsible, qualified, and capable of performing the proposed work, and to determine which technical proposals offer the best value to [Buyer]. Each Proposal will be subject to an evaluation by representatives of [Buyer], its affiliates and/or external parties appointed by the company. Evaluations will be based upon the submitted documents and any other information available. [Buyer] retains the sole discretion to determine issues of compliance and to determine whether an Offeror is responsive and responsible.

Proposals will be initially evaluated to determine which Offerors are deemed minimally qualified to perform the work based on technical capability and financial capacity. Only proposals from Offerors deemed to be minimally qualified will be included for further consideration. Offerors must meet the following requirements to be considered as qualified; the Buyer has a right to reject proposals from an Offeror that does not meet these requirements:

1. Technical Capability
   - The Offeror must possess all licenses and permits required by laws and regulations to perform the work under this RFP.
   - The Offeror must have experience performing work similar in size and scope; locally or internationally.
   - The Offeror must have staff or partners capable of performing the work being proposed under this RFP.
   - The Offeror must provide a ten-year full system warranty and minimum two-year O&M plan and price proposal.

2. Financial Capacity
   - The Offeror or its subsidiaries shall be a registered company in Vietnam.
   - The Offeror shall have a minimum registered capital of [amount] Vietnamese dong.
   - The Offeror must demonstrate the ability to acquire sufficient financing to fund the project.

Proposals from Offerors deemed to be qualified will be evaluated by [Buyer] based on several factors including, but not limited to the following:

**Qualifications & Experience (25%)**
- Strength of qualifications and experience of proposing firms and key personnel
- Strength of project references, customer satisfaction, completion of projects equivalent to those included in this RFP, and success in maintaining project budgets and schedules
- Financial stability and proof of funding for these projects with proven track record
- Experience in the Vietnamese market

**Technical Proposal (25%)**
- Preliminary system design is appropriate for site needs, accounts for site conditions, and is optimized to take advantage of the site conditions
- Projected energy production is realistic and appropriate for each facility
• Module, inverter, racking, and monitoring components are high quality, available, and have a strong track record and warranty coverage and reflect [Buyer]'s component specifications per Section III.2, “Scope of work”

**Project Costs (40%)**
• Total system costs and benefits over the system lifetime
• Additional costs stipulated in the proposal or anticipated by reviewer, including O&M costs

**Proposal Attributes (10%)**
• Proposal is clear, detailed, complete, and addresses requirements and preferences stated in the RFP, addresses local workforce preferences, and demonstrates experience working with commercial or industrial projects.

### III. Project Information

#### 1. Project Site Description

[Include general information about the project site(s), as well as any expectations regarding energy production and consumption, e.g., “Through this project, the Buyer seeks to cover a portion of its electricity requirements, reduce electricity costs, and reduce its environmental footprint. [Buyer] seeks a PV system design of [System Size]. All electricity will be mostly consumed on-site, with excess sold to the grid during major holidays.”]

Roof schematics for the site(s) are provided in Exhibit 5. Single line diagrams are provided in Exhibit 6. Load profile data and a representative utility bill are provided in Exhibit 7.

[Buyer] has endeavored to ensure the information included in the RFP is accurate and complete, but errors and omissions may have inadvertently occurred. [Buyer] makes no representations with respect to the site(s), including its suitability. Offerors shall take full and sole responsibility for conducting any necessary due diligence in assessing the site(s) and its conditions in order to develop accurate proposals.

#### 2. Scope of Work

1. **Overview:** Proposals must include an offer for a Turnkey Purchase. The successful Offeror shall perform all professional planning, design, and engineering services for this project as necessary to install, operate, and maintain. The system(s) will be installed on the rooftop of the Buyer’s facility(ies) in [location] in Vietnam (“site”). The Offeror shall take all actions necessary to satisfy all applicable local, provincial, and Vietnam’s regulations and requirements, including but not limited to safety, environmental and utility requirements.

   The design of the solar PV system(s) should take into account the Buyer’s electrical demand and load patterns, project cost, proposed installation site(s), available solar resources, existing site conditions, proposed future site improvements, and other relevant factors.

   The successful Offeror will be responsible for designing, engineering, procuring, constructing, installing, insuring during work, testing, commissioning, transferring ownership, operating, monitoring, and maintaining the solar PV system for the duration of the project’s lifetime. The
The scope of services shall also include, but not be limited to, securing all permits, approvals, and interconnection rights from governing agencies, all labor, taxes, services, and equipment necessary to produce a fully operational solar PV system(s).

The system(s) must conform to the rules, regulations, and guidelines of the Ministry of Industry and Trade, including:

- Decision No. 13/2020/QD-TTg. The Electricity Law of 2004 and related amendments of 2012;
- Law on organization of Government dated June 19, 2015;
- Electricity Law dated December 03, 2004; Law on amending and supplementing some articles of Law on Electricity dated November 20, 2012;
- Law on Investment dated November 26, 2014;
- Law on amending and supplementing some articles of the Law on Investment;
- Law on Construction dated June 18, 2014;
- Resolution No. 115/NQ-CP dated 31 August 2018 of the Government on special mechanisms and policies to support Ninh Thuan province in socioeconomic development and settlement of business and people’s life in the period 2018-2023;
- And any related specific laws, policies and regulation required by relevant Vietnam government bodies. The system(s) must also comply with the technical requirements of EVN and its relevant local subsidiaries (Power Companies).

Exhibits 5-7 contain site-specific information that provide context and may aid Offerors in the development of their proposals. Offerors are responsible for requesting additional information they deem necessary to fully respond to the RFP.

2. **PV Equipment Requirements**: The following performance criteria shall be met for the proposed system:

- Include all necessary equipment to connect the main distribution boards to the transformers.
- PV modules will be Tier I bankable modules; there is no preference between monocrystalline, polycrystalline or thin-film type modules.
- The PV modules must be procured from the same make (manufacture) and same wattage rating. Solar cell efficiencies of more than 16% or module efficiency of more than 15% is required for any systems that may export power as part of the FIT, as pursuant to Decision No. 13/2020/QD-TTg. Higher efficiency equipment is preferred.
- The STC-rated power value will be entered into PVWatts ([http://pvwatts.nrel.gov/](http://pvwatts.nrel.gov/)) or a similar tool using the nearest weather file to determine estimated energy delivery in kWh AC. A default value for the system losses of 14% shall be used unless another value can be justified.
- All proposed/implemented PV array locations shall be designed to be shade free from [9AM until 3PM] (solar time). Contractor shall provide documentation of shading calculations for exterior extents for each proposed array. These calculations may be modified for shading obstructions that will be removed and mitigated as part of the project. Suggested documentation would include sun path diagrams for exterior array locations or SunEye measurements.
- The PV Systems shall comply with applicable codes and Vietnam, IEC or equivalent standards, and all of the EVN and other interconnection requirements, including the solar FIT, if applicable.
● Major electrical equipment such as inverters, transformers and switchgear shall be installed in code-compliant enclosures. Components shall be located indoors in areas identified in consultation with the Buyer in ventilated (not air-conditioned) utility rooms in compliance with codes and where space allows. If located outdoors, equipment shall be in enclosures appropriate for the conditions and code-compliant and protected from direct exposure to the elements (sun, rain) and debris such as leaves or dirt.

● Procurement and installation of the combiner boxes and inverter(s) should be from a top-tier supplier that provides technical support. Equipment will include mounting and cabinets and will preferably be SCADA compatible.

● All PV hardware and rack components shall be corrosion resistant material such as stainless steel, aluminum or hot-dipped galvanized steel.

● The system(s) shall utilize only copper wire (not aluminum) unless the Buyer, EVN, and authority having jurisdiction agree to other materials. Cabling will be DC-rated, UV and heat resistant, and preferably locally sourced. Wire shall not lie exposed directly on roof surface or floors. Due to potential damage from rodents and future digging, power cables shall not be buried directly without conduit.

● Supporting structures must have a lifetime to match the O&M contract length and must have TUV Rheinland certificate or equivalent.

The Offeror’s proposal must provide the following as part of a professional yield calculation for the proposed system, as in Exhibit 3:

- System size (kW DC)
- Array slope/tilt and magnetic azimuth
- Documentation of shading calculations for any expected shaded areas of the PV array
- Guaranteed energy delivery per year (kWh/year)
- Guaranteed energy delivery throughout contract lifetime (kWh)

3. System Design Requirements: The PV system(s) shall be limited to the area that has been identified as available for that purpose in consultation with the Buyer. The system(s) should be designed to provide power that coincides with the demand characteristics of the facility. The Offeror is ultimately responsible for performing its own field investigations and determination of optimal PV system design.

Offerors may propose a system sizing that produces excess power to sell to the grid via the FIT mechanism. If the Offeror proposes using the FIT mechanism, the proposal must include all relevant and necessary provisions, such as metering equipment, licensing, permitting, and government approvals. Exhibit 7 provides some relevant demand data, but Offerors should request additional data if necessary for proposal purposes.

a. Detailed Premises Information: The Offeror shall ensure that the proposed PV project is compatible with all aspects of the building, including, but not limited to electrical, structural, roof warranty (if applicable), lightning and fire protection, as well as security and other building operations. The PV arrays and balance of system components (inverters, combiners, switchgear, conduit) including supports and power conductors shall not interfere with roof drains, expansion joints, air intakes, existing electrical and mechanical equipment, existing antennas, lightning protection systems or any other building equipment.
The Offeror must assess the structural integrity of the roof, and determine the most appropriate design for the PV mounting system to maintain structural integrity and meet applicable codes and standards. If the Offeror determines that the roof requires major alteration or repair, the successful Offeror and Buyer will negotiate to make alterations / repairs or to omit installation on areas that require major alteration or repair. [The successful Offeror shall be responsible for alterations or repairs, and of all damage to the roof during construction.]

b. Electrical Modifications and Interconnections: The successful Offeror shall be responsible for the electrical design, including voltage and phase configuration, inverter-side low voltage boards, and the point of interconnection to the building electrical distribution system. The successful Offeror is also responsible for proper circuit sizing, overcurrent protection and coordination with existing over-current and voltage regulation schemes, including lightning protection, beyond the point of interconnection.

The successful Offeror will be responsible for interconnection of the PV system with the building electrical distribution system and the local electric distribution system, including performing all design work, coordinating with the Buyer, the local distribution company, and EVN as necessary, and providing all necessary equipment.

The successful Offeror shall coordinate with EVN to ensure that the project satisfies all EVN criteria and requirements for interconnection of the project to the EVN electric distribution system. This includes coordinating all negotiations, meeting with EVN, performing power system studies and design reviews, and participating in any needed interaction between EVN and the Buyer. The successful Offeror will be responsible for preparing required submissions for obtaining the securing written approval from EVN as necessary.

The successful Offeror shall coordinate with over-current protection schemes including coordination relays, fuses, etc. The PV System shall enable the protection system to operate as intended under grid fault conditions. The successful Offeror shall manage interconnection and startup of the project in coordination with the Buyer, local distribution company, and EVN.

c. Monitoring: Monitoring of system performance shall be integrated into the existing automated management system if applicable; optionally, the Offeror may separately propose a dedicated software system connected to the hardware. Monitoring equipment will be compatible with software of the relevant component suppliers. Provide a data acquisition and display system that allows the operator to monitor, analyze, and display historical and live solar electricity generation data, and share that data with the Buyer.

The regularly collected data should reflect, but not be limited to, the following:

i. System performance
ii. System availability
iii. Average and accumulated output
iv. Excess energy sold to the grid via the FIT (if applicable)
v. Capacity factor
vi. Environmental conditions (solar irradiance, ambient air temperature, etc.)

The monitoring system for environmental conditions may be from remote sensing (high resolution, site-specific satellite data) may be subscribed to instead of on-site measurements.

For any connection to the Buyer’s intranet and/or internet networks, the successful Offeror shall ascertain and comply with all cyber security requirements prior to operation.

Upon transfer of the system ownership to the Buyer, the successful Offeror will provide an O&M manual.
d. **Codes, Standards and Regulations** The successful Offeror and its partners and subcontractors must comply with applicable codes, standards and requirements as accepted by local, provincial, and national authorities having jurisdiction for equipment, building, electrical, interconnection, mechanical, fire, seismic, and wind uplift considerations. In addition, the Offeror is exclusively responsible for obtaining and maintaining all required government permits, licenses, approvals and/or variances, current or future. It is the responsibility of the Offeror to know laws and regulations that construction and operation of the PV system is subject to.

Only products that are listed, tested, identified, or labeled UL, FM, ET or equivalently certified shall be used as components in the project. Non-listed products are only permitted for use as project components when a comparable usable listed component does not exist. Non-listed products proposed for use as components must be identified as such in all submittals. Offerors may be asked to provide evidence that the proposed technology and equipment would meet or exceed all currently applicable and proposed safety and interconnection standards in Vietnam.

e. **Construction, Commissioning, Test Period, and Transfer**: The Offeror must provide an initial project construction schedule as part of its proposal, providing details of work phases clearly marked with starting and finishing dates. The Buyer reserves the right to terminate the project due to significant or unreasonable delays. Criteria for penalty, remedy period and termination clauses will be negotiated between Buyer and the successful Offeror.

Prior to the installation of the System, the successful Offeror will verify inspection of the roof and its structure to ensure they are in a condition appropriate for safe installation. The Offeror is responsible for any structural reinforcements necessary.

During construction, the successful Offeror will be responsible for management of all delivered materials. A temporary storage location will be provided for the duration of the work period.

The successful Offeror will perform commissioning and acceptance testing of the system prior to beginning operations. During the start-up the Offeror shall observe and verify each system performance test. Required commissioning and acceptance test services include: visual inspection, array testing, and whole-system performance testing.

The successful Offeror shall provide training for designated [Buyer] personnel on the equipment that they might encounter and in operations related to the PV system that they might need to perform in emergency situations.

f. **Operations and Maintenance**: The successful Offeror will be responsible for all aspects of operating and maintaining the PV system to meet the requirements over the lifetime of the O&M contract, including [inverter replacement], materials, labor, services, and continued compliance with applicable code requirements and safety.

The successful Offeror shall inspect the system on appropriate intervals but not less than twice-per-year and perform preventive maintenance to ensure the PV system is intact, safe and functioning properly. Preventive maintenance work includes periodic equipment inspections, cleaning, replacement of filters, test, calibrations, and other preventive maintenance tasks, including those specified by the original equipment manufacturer, to ensure that the system and its components operate as intended. The successful Offeror will also perform emergency maintenance and repair work to correct any existing or imminent failure or to protect the safety or health of the facility occupants and prevent adverse impacts on property.

The successful Offeror shall maintain adequate and necessary records of inspections and maintenance, which will be made available to the Buyer throughout the duration of the contract.
g. **Performance Guarantee:** The Offeror must provide a performance guarantee that ensures a minimum amount of energy is provided by the system over the lifetime of the O&M contract. Offerors must provide relevant performance guarantee information in the Price Proposal Form (Exhibit 3). Exhibit 4 provides general information and draft language for a performance guarantee agreement as a reference (not to be submitted).

h. **Health and Safety:** The successful Offeror shall comply with all applicable laws pertaining to the health and safety of persons and property, including handling and storage of hazardous materials, disposal of hazardous wastes and substances, and disposal of construction waste. The Buyer believes that safety is paramount, and a commitment to safety must be demonstrated by the Offeror including plans to manage its subcontractors. The successful Offeror must support the development of fire and safety plans, and provide safety training to personnel on the site, including impacted Buyer’s employees, partners, and sub-contractors covering all relevant system activities throughout the various project phases.

The Offeror’s personnel and subcontractors working within the site premises must strictly adhere to the applicable safety and security rules and procedures.

All equipment components must be listed or recognized by an appropriate safety testing laboratory and meet existing facility structural and fire safety requirements.

i. **Compliance with Environmental Regulations:** The Offeror shall comply with applicable local, provincial and national environmental regulations, including but not limited to development of relevant environmental studies and mitigation plans, and management of hazardous materials, noise pollution, and stormwater.

j. **Insurance and Warranties:** The Offeror must take extra care during the installation period to ensure safety and security of the site, their personnel and their customers. The Offeror shall take an insurance policy covering all risks and liabilities, including Third Party Liability, during the installation period and O&M period, to cover any damages to the Buyer’s property and facilities or any delay or losses of the Buyer’s business operations that may occur.

The Offeror must ensure that all manufacturer, workmanship, and roof warranties (e.g., where penetrations are made) covering parts and labor are in effect for a minimum of 10 years; this may require extending manufacturers’ warranties.
Exhibit 1 – Proposal Transmittal Form

[To be presented on Offeror’s letterhead]

Date:_________________

[Buyer]  
[Location], Vietnam

To Whom It May Concern:

The undersigned (hereafter referred to as the Offeror) hereby furnishes the requested proposal information for: [RFP Reference Number if Applicable] [Buyer] Rooftop Solar Photovoltaic (PV) Project in accordance with the Scope of Work and other procurement requirements specified in the RFP for the prices stated in the itemized proposal forms submitted herewith, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit prices stated in the itemized proposal forms attached hereto.

The undersigned has read and understands the proposal requirements and is familiar with and knowledgeable of the local conditions where the work is to be performed. The Offeror has read the RFP Instructions and Submission Requirements, and confirms that all of the requirements of the proposal are submitted accordingly, unless otherwise specified by the Offeror. The undersigned understands and accepts the terms of the proposal requirements.

In addition to this Proposal Transmittal Form this proposal includes the following:

[ ] 1. Cover Letter
[ ] 3. Offeror Experience Form (Exhibit 2)
[ ] 4. System Description and Price Proposal Form (Exhibit 3)

The undersigned agrees that this proposal shall remain firm and irrevocable within ninety (90) calendar days from the proposal submission date.

__________________________________
Signed

__________________________________  Seal
Date
## Exhibit 2 – Offeror Experience Form

<table>
<thead>
<tr>
<th>Experience and Reference Information</th>
<th>Referenced Project # 1 (Required)</th>
<th>Referenced Project # 2 (Required)</th>
<th>Referenced Project # 3 (Required)</th>
<th>Referenced Project # 4 (Optional)</th>
<th>Referenced Project # 5 (Optional)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Role(s) your organization performed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of lead Offeror</td>
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</tr>
<tr>
<td>Location</td>
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<tr>
<td>Project description</td>
<td></td>
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<tr>
<td>(Product name/type, PV module used)</td>
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<tr>
<td>Date installed</td>
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<tr>
<td>kW rating</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Current operational status of system</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Customer Name</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Customer Title</td>
<td></td>
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<td></td>
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<tr>
<td>Customer’s Telephone</td>
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<tr>
<td>Customer’s Email</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
Exhibit 3 - System Description and Price Proposal Form

Offeror to fill in all cells in green in the tables below:

1. Design

<table>
<thead>
<tr>
<th>Site</th>
<th>System Size (kW DC)</th>
<th>Array Slope/ Tilt (degrees)</th>
<th>Magnetic Azimuth (degrees)</th>
<th>Estimate Shading on Array (%)</th>
<th>Guaranteed Energy Production Year 1 (kWh AC)*</th>
<th>Guaranteed Cumulative Energy Production Over Project Lifetime (kWh AC)*</th>
<th>Module Manufacturer</th>
<th>Inverter Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Location]</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>[Add rows for each site]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Include degradation

2. Price

<table>
<thead>
<tr>
<th>Site</th>
<th>System Price ($) (excluding O&amp;M)</th>
<th>System Price/kW ($/kW DC)</th>
<th>Operations and Maintenance for Project Lifetime ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Location]</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[Add rows for each site]</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[512x51]19
Exhibit 4 – Performance Guarantee Agreement

Contract Template

(FOR REFERENCE ONLY - NOT TO BE SUBMITTED AS PART OF PROPOSAL)

This Performance Guarantee Agreement (this “Performance Guarantee”) is entered into by the parties listed below (each a “Party” and collectively the “Parties”) as of the date signed by Offeror below (the “Effective Date”).

<table>
<thead>
<tr>
<th>Buyer:</th>
<th>Offeror:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and Address</td>
<td>Name and Address</td>
</tr>
<tr>
<td>Phone</td>
<td>Phone</td>
</tr>
<tr>
<td>Fax</td>
<td>Fax</td>
</tr>
<tr>
<td>Email</td>
<td>Email</td>
</tr>
</tbody>
</table>

This Performance Guarantee sets forth the terms and conditions of a performance guarantee provided by the Offeror in conjunction with a [contract type] by and between Offeror and Buyer.

1. **Guarantee.** Offeror guarantees that during the term of the Contract the System will generate the guaranteed kilowatt-hours (kWh) (“Guaranteed kWh”) of energy under usual weather conditions set forth as follows:

   A. Commencing on the first anniversary of the Commercial Operation Date, if at the end of each successive twelve (12) month anniversary thereof, the cumulative Actual kWh (defined below) generated by the System is less than the Guaranteed kWh, then Offeror will send Buyer a refund check equal to the difference between the Guaranteed kWh and the cumulative Actual kWh multiplied by the Guaranteed Energy Price per kWh (defined below). Offeror will make that payment within thirty (30) days after the end of the relevant twelve (12) month period.

   B. Commencing on the first anniversary of the Commercial Operation Date, if at the end of each successive twelve (12) month anniversary thereof the Actual kWh is greater than the Guaranteed kWh during any twelve (12) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the next true up period.

   C. “Guaranteed kWh”:

<table>
<thead>
<tr>
<th>True UP Term Years</th>
<th>Guaranteed AC kWh</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td></td>
</tr>
<tr>
<td>Year 2</td>
<td></td>
</tr>
<tr>
<td>Year…</td>
<td></td>
</tr>
<tr>
<td>Final Year of Contract</td>
<td></td>
</tr>
</tbody>
</table>

   D. “Actual kWh” means the AC electricity produced by the System in kilowatt hours measured and recorded by Offeror during each successive twelve (12) month anniversary of the Commercial Operation Date and multiplied by the “Insolation Adjustment Factor.” The Insolation Factor shall be calculated as follows:

   Insolation Adjustment Factor = X/Y, with:

   X = Estimated insolation for the applicable measuring period calculated as the sum of estimated monthly insolation levels in the global horizontal plane for the System in units of kWh/m² for the System configuration based on historical data; and
Y = Actual insolation for the applicable measuring period calculated as the sum of actual monthly insolation levels measured in the global horizontal plane in units of kWh/m² for the System configuration.

For purposes of measuring the Actual kWh and determining the Insolation Adjustment Factor, Offeror shall use an industry standard monitoring service, data acquisition system and/or modelling tool, or, to the extent such services, systems and/or tools are not available, Offeror shall make estimates by reasonable means.

E. “Guaranteed Energy Price per kWh” means the VND value per kWh as calculated in the table below:

<table>
<thead>
<tr>
<th>True Up Term</th>
<th>[Utility Tariff in VND/kWh (X)]</th>
<th>[Solar Cost in VND/kWh (Y)]</th>
<th>Guaranteed Energy Price per kWh (X - Y)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>[Utility Tariff in VND/kWh]</td>
<td>[Solar Cost in VND/kWh]</td>
<td>[Solar Cost in VND/kWh]</td>
</tr>
<tr>
<td>Year 2</td>
<td>[Utility Tariff in VND/kWh]</td>
<td>[Solar Cost in VND/kWh]</td>
<td>[Solar Cost in VND/kWh]</td>
</tr>
<tr>
<td>Year …</td>
<td>[Utility Tariff in VND/kWh]</td>
<td>[Solar Cost in VND/kWh]</td>
<td>[Solar Cost in VND/kWh]</td>
</tr>
<tr>
<td>Final Year of Contract</td>
<td>[Utility Tariff in VND/kWh]</td>
<td>[Solar Cost in VND/kWh]</td>
<td>[Solar Cost in VND/kWh]</td>
</tr>
</tbody>
</table>

2. Exclusions. The Guarantee does not apply to any repair, replacement or correction required due to the following:

A. Someone other than Offeror or its approved service providers installed, removed, reinstalled or repaired the System;

B. Destruction or damage to the System or its ability to safely produce energy not caused by Offeror or its approved service providers while servicing the System (e.g., a tree falls on the System);

C. Buyer’s failure to perform, or breach of, Buyer’s obligations under the Contract (such as if Buyer modifies or alters the System);

D. Buyer’s breach of this Performance Guarantee including being unavailable to provide access or assistance to Offeror in diagnosing or repairing a problem or failing to maintain the System as stated in the Solar Operation and Maintenance Guide;

E. any Force Majeure Event (as defined below);

F. a power or voltage surge caused by someone other than Offeror including a grid supply voltage outside of the standard range specified by the Utility;

G. Any System failure not caused by a System defect (e.g., such as making roof repairs); or

H. Theft of the System.

Offeror hereby disclaims, and any beneficiary of this Performance Guarantee hereby waives any Guarantee with respect to any cost savings from using the System.

3. Force Majeure. If Offeror is unable to perform all or some of its obligations under this Performance Guarantee because of a Force Majeure Event, Offeror will be excused from whatever performance is affected by the Force Majeure Event, provided that:
A. Offeror, as soon as is reasonably practical, gives Buyer notice describing the Force Majeure Event;

B. Offeror’s suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event; and

C. No Offeror obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

“Force Majeure Event” means any event, condition or circumstance beyond the control of and not caused by Offeror’s fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slowdown, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means) the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products; and failure of equipment not utilized by Offeror or under its control.

4. Notices. All notices under this Performance Guarantee shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and shall be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the party identified in this Performance Guarantee at the address set forth above or such other address as either party may specify in writing. Each party shall deem a document faxed or sent by electronic mail to it as an original document.

5. Applicable Law, Arbitration. The laws of the province where the Facility is located shall govern this Performance Guarantee without giving effect to conflict of laws principles. All claims, disputes and other matters in question, arising out of, or relating to, this Performance Guarantee or the breach thereof shall be decided by binding arbitration. Either party can initiate an arbitration proceeding. Each party shall bear its own costs and expenses, including attorneys’ fees, with respect to any arbitration.

6. Assignment and Transfer of this Performance Guarantee. Offeror may assign its rights or obligations under this Performance Guarantee to a third party without Buyer consent, provided that any assignment of Offeror’s obligations under this Performance Guarantee shall be to a party qualified to perform such obligation. Offeror shall provide notice of any such assignment This Performance Guarantee protects only the party that hosts the System. Buyer’s rights and obligations under this Performance Guarantee will be automatically transferred to any party to whom Buyer properly transfers the Contract.

7. Entire Agreement, Changes. This Performance Guarantee contains the parties’ entire agreement regarding the matters set forth herein. Offeror’s obligations under this Performance Guarantee are separate and distinct from the obligations of the Offeror or its assigns under the Contract. No breach of this Performance Guarantee shall affect Buyer’s obligations under the Contract. The Contract may be assigned to a third party without assignment of Offeror’s obligations under this Performance Guarantee. Any change to this Performance Guarantee must be in writing and signed by both Parties. If any portion of this Performance Guarantee is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or rewritten so as to make them enforceable. Provisions that should reasonably be considered to survive termination of this Performance Guarantee shall survive.
[Buyer]

Signature:  
Printed Name:  
Title:  
Date:  

[Offeror]

Signature:  
Printed Name:  
Title:  
Date:  


Exhibit 5 – Roof Schematic

[sharepoint or online folder link if applicable]
Exhibit 6 – Single Line Diagram
Exhibit 7 – Electricity Consumption and Load Profile Data

[sharepoint or online folder link if applicable]