Off-site Renewables Power Purchase Agreement:

Request for Proposal (RFP) Template

**Overview**: The goal of this document is to provide local governments with an easily modifiable template, including a suggested structure and example language, to use when developing their own off-site renewable RFP. You may modify this template in whatever way is most helpful (e.g., copy certain lines or sections into your local government’s RFP template, or treat the entire document like your draft RFP). We do not expect credit or citation for any of this material.

For additional guidance on how RFP processes and documents may need to be updated due to COVID, please download the American Cities Climate Challenge Renewables Accelerator’s 2020 addendum to this document, [Adaptations for Off-site Renewables Procurement in 2020 and Beyond](https://cityrenewables.org/resources/adaptations-for-off-site-renewables-procurement-in-2020-and-beyond/).

**Instructions**: To use this template, please follow the directions below:

1. Read each section carefully, using the comments on the right as helpful guidelines.
2. Utilize Microsoft Word’s replace all function (Ctrl + H) to find “[City/County]” and replace with either just “City” or “County.”
3. Replace all [yellow bracketed text] with the appropriate language for your context.
4. At this point, you can copy and paste relevant segments from this document into your local government’s standard RFP template. Alternatively, if you would like to use this document to create the final RFP, complete steps 5-8 below.
5. Integrate all local government specific language into this document.
6. Delete this overview page, all comments, and all example text boxes in gray once your draft is complete.
7. In the Table of Contents, click on the down arrow button on the top left and choose “Update Table…” > “Update entire table.”
8. Carefully review the entire RFP with your local government’s attorney, procurement officer, and other relevant staff.

**We would love to hear from you!**

If you use the template, or have suggestions on how to improve the template, please email our team at cityrenewables@rmi.org.

If you have questions regarding how to use or edit this template, please reach out to Ali Rotatori (arotatori@rmi.org) and Yuning Liu (yliu@rmi.org) with the subject line “Off-site RFP Template Question.”

**Disclaimer**: This template was created based upon best practices our team identified in the RFPs from the [City of Charlotte, NC](https://charlottenc.gov/DoingBusiness/Pages/SolicitationDetails.aspx?ID=1064), [the City of Cincinnati, OH](https://data.cincinnati-oh.gov/views/b397-t996/files/5493bd0d-9d25-4a0b-9fcc-b7c211a1f4a5?filename=RFQ668OESSOLAR.pdf&content_type=application%2Fpdf%3B%20charset%3Dbinary), the [City of Denton, OH,](https://cityrenewables.org/resources/City-of-Denton-RFP-for-Utility-Scale-Solar-PPA/) [the City of Houston, TX](https://purchasing.houstontx.gov/bids/T25140/T25140%20-%20Specification%20and%20Requirements.pdf), [the City of Philadelphia, PA](http://philaenergy.org/public_bids/renewable-energy-power-purchasing-agreement-request-for-proposal/), [and the District of Columbia](https://dgs.dc.gov/sites/default/files/dc/sites/dgs/service_content/attachments/DC_DGS_RFP_for_Solar-Wind_PPA-as_issued%2800137577%29.pdf), and through conversations with renewable industry experts.

Given that this material was developed using external sources, the American Cities Climate Challenge (ACCC) Renewables Accelerator team makes no warranties or guaranties about the completeness or accuracy of this information. Any material in this template should be used at your own risk and in your sole discretion and by its use you are acknowledging that the ACCC Renewables Accelerator team shall not be liable for any damages in connection with the use of this template.

**[CITY/COUNTY NAME]**

[Contact Name]

[Street Address]

[City, State, Zip Code]

[Phone Number]

[Email]

**REQUEST FOR PROPOSAL**

Off-site Renewables Power Purchase Agreement

**[Date Released]**

**[Due Date and Time]**

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# 1. Project Overview

## 1.1. Purpose of Request for Proposal

The [local government’s full name] (hereby referred to as “the [City/County]”) is seeking proposals for up to [XX] MW-AC of [solar energy / wind energy ], up to [XX MWh of battery storage], and associated renewable energy certificates (RECs) through a power purchase agreement (“PPA”). This procurement is part of the [City/County]’s plan to obtain a [XX]% renewable supply for its electric load of about [XX] MWh per year. The [City/County] is open to multiple types of contract arrangements, including: [physical PPAs, virtual PPAs, and/or sleeved PPAs within a full requirements electricity contract].

The [City/County] will consider multiple plants in varying sizes or stages of development provided the Proposer presents a suitable plan to achieve the project goals. The [City/County] has [XX] specific goals in issuing this solicitation for the development of a renewable energy facility: [Describe the high-level project goals in several short sentences and align them with Section 2.2. ("Project Objectives") and 5.2. ("Evaluation Criteria")].

**Charlotte, NC (2019):**

The City of Charlotte (City) invites interested parties to respond to this Request for Proposal (RFP) as the City considers development of utility-scale solar installation to serve a portion of the City of Charlotte’s electricity need and to reduce the City government’s carbon intensity. The City will evaluate partnering with a selected solar developer in responding to Duke Energy’s Green Source Advantage (GSA) program’s RFP.

**Philadelphia, PA (2017):**

The Philadelphia Energy Authority and the City of Philadelphia (“COP”) is issuing this Request for Proposal for electricity and renewable energy certificates to be generated by a wind, solar, or other renewable energy plant, as defined by the PA Public Utility Commission. The COP intends for the acquired RECs to be applied to the City’s Alternative Energy Portfolio Standard electricity purchasing requirements, sold at market price or be voluntarily retired in support of the City’s sustainability goals at the option of the COP. The Proposal must have sufficient capacity to supply the COP 140,000- 280,000 MWh (20-40% of City’s load) of renewable energy and associated RECs annually.

**Denton, TX (2018):**

The City is seeking proposals for up to 100 MW of utility scale solar energy as part of its plan to obtain a 100% renewable power supply capacity for its native electric load of about 1,500 GWH per year. Denton is interconnected with the Electric Reliability Council of Texas (ERCOT) and is considering various types of renewable technologies at locations within the ERCOT power grid. The City is seeking to establish a twenty-year contract with the utility scale solar energy supplier. Under a long-term Power Purchase Agreement (PPA) structure, Denton will purchase the energy, capacity, and environmental attributes from the renewable generation if offered.

## 1.2. [City/County] Background

1. **Renewable Energy Goals**: The [City/County] has committed to transitioning to [XX]% renewable electricity for all the [City/County] operations by [year]. [Department of XX] is responsible for leading the implementation of the [City/County]’s [renewable energy plan/action name].
2. **Existing Renewable Energy Projects**: To date, the [City/County] has achieved [XX]% renewable energy by installing [XX] MW at [XX] [city-owned/county-owned] sites, [XX] MW through off-site renewable energy purchases and [insert progress via community solar, other off-site RE procurement, RECs, etc.].

|  |  |  |
| --- | --- | --- |
| Location/Address | Size (MW) | Year |
| [Enter location/address here] | [XX] | [yyyy] |
| [Enter location/address here] | [XX] | [yyyy] |
| [Enter location/address here] | [XX] | [yyyy] |

1. **[City/County] Energy Profile**: During the period from [Month, Year] to [Month, Year], the [City/County] consumed approximately [XX] MWh. The [City/County]’s average aggregated power demand is approximately [XX] MW, and max power demand in the past year was [XX] MW. The [City/County] purchases its electricity through [utility name]. [Describe the City/County's energy source and usage]. Full data on [City/County]’s energy use can be found in **Attachment 2.**

[If your City/County actively purchases its electricity through the wholesale market or multiple retail contracts, this paragraph can be more detailed.]

# 2. Scope of Work

## 2.1. Project Details

This RFP seeks knowledgeable and experienced renewable energy development firms willing to supply the [City/County] with [solar/wind] energy under a long-term PPA. More details on the [City/County]’s requirements are outlined below:

1. **Size**: The [City/County] is interested in purchasing [XX] MWh ([XX]% of load) of [solar/wind] energy and associated RECs annually. The [City/County] is also interested in proposals that combine solar and up to [XX] MWh of storage.
2. **Location**: The [City/County] is interested in [XX] facilities located in [state name / region name / ISO or RTO name] [with a strong preference for a plant(s) located as close to the [City/County] as possible].
3. **Structure**: The selected Proposer will [choose from: design, install, operate, maintain, etc.] the renewable energy plant. The [City/County] is open to [physical and/or virtual and/or sleeved] PPA.
4. **Term/Timeframe**: The [City/County] is interested in contracting for a range of [XX-XX] years. Projects must be completed and operating by [Month, Year] to ensure the [City/County] can [meet / make steady progress towards] near-term renewable electricity goals.
5. **Price and Economics**: [Edit the following example texts based on your priorities and specify the importance of price and economics].

**Charlotte, NC (2019):**

The City prefers projects to be reasonably cost-effective but is potentially interested in a project that could add budget certainty to the City’s electricity costs and furthers the City’s broader sustainability goals. Therefore, the proposed price should be competitive, but the City will consider additional benefits of renewable energy, including reducing carbon pollution, creating local and clean energy jobs, or creating opportunities for minority and women owned business enterprises.

**Cincinnati, OH:**

The Offeror will structure a renewable energy development contract so that the City pays no more for electricity than is currently being spent.

**Washington, DC:**

The City’s goal is to realize cost savings from the purchase. The City’s current cost of “brown” energy is in the low $70s per MWh; this includes the delivered electricity including capacity charges, transmission, losses and local fees but not distribution costs and taxes.

Pricing should be stated as a fixed rate with any proposed escalators however, preference will be given to proposals [with/without] escalators for the term of the PPA.

1. **Operations & Maintenance**: The selected Proposer will be responsible for all operations and maintenance over the life of the contract. This includes equipment replacement and grounds maintenance (including but not limited to vegetation management as well as equipment cleaning, preventative and corrective maintenance, and replacement due to defects, failures or storm damage).
2. **Compliance**: The selected Proposer will be required to keep the renewable energy plant compliant with all current and future local, state, and federal requirements.

**Washington, DC:**

**B.1.2** The project must utilize proven and bankable generation technologies. All projects must meet at least the Green-e Energy certification standard.

**B.1.2.1** All proposed technologies must meet current industry standards for mechanical availability and power curve for generation equipment. The Offeror must demonstrate at least one year of operation for a given prototype and 100 operating years for a given technology model.

**B.1.2.2** Subject only to an excusable event of force majeure, the selected developer will be required to supply replacement electricity at the agreed upon PPA rate in the event the project fails to meet the mechanical availability standards, power curve standards and/or minimum quantity established in the PPA. Any negotiated minimum quantity will also be based on current industry practice in PPAs; the Department anticipates that the minimum quantities would be in the range of approximately 120,000 to 130,000 MWh annually. Replacement electricity must also include RECs for the same generation type as that to be provided under the PPA.

**B.1.2.3** The Department will pay only for the energy actually received. Among other things, the developer shall bear the risk of curtailment. The selected developer will be required to provide the Department information necessary to enable the Department to determine estimated generation and transmission levels in the event that curtailment or other factors for which Offeror is responsible has reduced generation

1. **Remote Monitoring**: Once the project is installed, the selected Proposer will make available remote monitoring of the installed installation to the [City/County]. The monitoring is required to be self-sufficient and may not rely on the [City/County]’s IT system. This monitoring will allow the [City/County] to view all systems, [displaying in graphic or numerical displays the instantaneous MW, historical kWh (hourly, daily, monthly, yearly, etc.), Peaks (min and max), cumulative totals, and other data for each individual location].

## 2.2. Project Objectives

The [City/County] has [XX] specific goals in issuing this solicitation for the development of a renewable energy facility:

1. **Providing electricity price stability**: The [City/County] would like to reduce its exposure to natural gas prices in [utility market name] by diversifying the type of fuel resources that are utilized to serve the [City/County]’s electricity requirements.
2. **Demonstrating renewable energy commitment**: The [City/County] is committed to taking steps that will result in cleaner air, lower greenhouse gas emissions, and increase sustainable energy sources for citizens of the [City/County].
3. **Promoting local economic development**: The [City/County] would like to source the renewable energy from a renewable project [within utility service territory, state, region, or and as close as possible proximity to city/county’s city limits] to encourage local economic development and employment opportunities for diverse business enterprises and workers.
4. **Enhancing public awareness**: The [City/County] would like to enhance the public awareness of the [City/County]’s efforts to pursue sustainable technologies.
5. **Facilitating reduction of local greenhouse gas emissions**: Proximity to the [City/County] will also provide a greater impact on actual the [City/County] emissions in the long run by influencing the EPA’s regional greenhouse gas emissions factor.

# 3. Procurement Schedule

A general outline of the procurement schedule and project process has been provided below. The City will make every effort to hold this schedule:

|  |  |  |
| --- | --- | --- |
| ***Date*** | ***Event*** | ***Responsible Party*** |
| [Initial date] | **RFP Issued** | The [City/County] |
| [+ 1-2 weeks from initial date] | **Pre-proposal Webinar**: An online meeting will be conducted on [MM DD, YYYY at 10:00 AM EST]. Link to join the webinar: [website link]. | The [City/County] |
| [+ 1 week from webinar date] | **Deadline for Submission of Clarifying Questions:** Proposers are permitted to submit written questions, but only for purposes of clarifying this RFP. All submissions must be [emailed / mailed] to [City/County Energy Manager name] at [xxxx@xx.gov / mailing address]. Questions are due by [5:00 PM EST on MM DD, YYYY]. | Proposers |
| [+ 1-2 weeks from question due date] | **Deadline for Responding to Clarifying Questions:** Responses will be posted at [website link] by [5:00 PM EST on MM DD, YYYY]. | The [City/County] |
| [+ 1-2 weeks from response due date] | **Deadline for Proposal Submission**: Proposals must be [emailed / mailed] to [City/County Energy Manager name] at [xxxx@xx.gov / mailing address] by [11:59 PM EST on MM DD, YYYY]. | Proposers |
| [+ 2-3 weeks from proposal submission due date] | **\*Notice of Intent to Proceed and Announcement of Short-list** | The [City/County] |
| [+ 2-3 weeks] | **\*Interviews with Short-listed Proposers** | The [City/County] and short-listed Proposers |
| [Can take up to 6 months - generally provide a season or month range)] | **\*Contract Negotiations with Selected Proposer** | The [City/County] and selected Proposer |
| [+1-2 months from end of negotiation (can provide season or month range)] | **\*Request for Council Action:** Approval for signing contract. | The [City/County] and selected Proposer |

\*If applicable: After further analysis of Proposer offers, the [City/County] may choose NOT to move forward with a renewable PPA at this time.

# 4. Proposal Requirements

## 4.1. General Formats

The [City/County] desires all Proposals to be identical in format to facilitate comparison. Although the [City/County]’s format may represent departure from the Proposer’s preference, the [City/County] requires strict adherence to the format. The Proposal will be in the format described below:

* Cover letter as requested in Subsection 4.2.1;
* Executive Summary as requested in Subsection 4.2.2;
* Plant Description and Timeline as requested in Subsection 4.2.3;
	+ Including related sections in Attachment 1 (see below)
* Pricing Proposal as requested in Subsection 4.2.4;
	+ Including related sections in Attachment 1 (see below)
* Financial and Business Experience Summary as requested in Subsection 4.2.5;
* Project Team Experience and Relevant Project Descriptions as requested in Subsection 4.2.6;
* Co-benefits as requested in Subsection 4.2.7;
* Alternative Proposals as requested in Subsection 4.2.8;
* **Attachment 1:** Bid Sheet in Excel format as requested in Subsections 4.2.3(7) and 4.2.4(1);
* Any/all addenda, downloaded and signed by Proposer per section 6.4 (8)

All Proposals shall be 8 1/2" x 11" format with all standard text no smaller than eleven (11) points. All submissions should use double-sided copying and be unbound with tab dividers corresponding to the content requirements specified below. Each Proposer shall also deliver an electronic copy of its Proposal on a compact disk or thumb drive including the entire Proposal in a searchable Adobe Acrobat .pdf format. Proposers are required to organize the information requested in this RFP in accordance with the format outlined. Failure of the Proposer to organize the information required by this RFP as outlined may result in the [City/County], at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP. The Proposer, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.

Proposals should be submitted [electronically as a readable Adobe Acrobat .pdf format via email or mailed on USB drive] OR [as a hard copy to XXX address] signed in ink by a company official authorized to make a legal and binding offer along with the corporate seal to the address/email address listed above by [MM DD, YYYY], on or before but no later than [5:00 PM EST]. The "original" Proposal shall be complete and unabridged and shall not refer to any other copy of the signed/sealed original for any references, clarifications, or additional information. When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. Proposals sent by fax [will / will not] be accepted. Do not arrive at the Building Services Division Main Street Office on the Proposal due date for the purposes of reviewing your competitor's Proposals. The Proposals will not be read aloud or made available to inspect or copy until the [City/County] Council approves a partnership with the selected Proposer under this RFP and any trade secret issues have been resolved.

## 4.2. Proposal Components

### 4.2.1. Cover letter

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Proposer. The cover letter shall provide the name, email address, telephone [and facsimile numbers] of the Proposer along with the name, title, email address, telephone and facsimile numbers of the executive that has the authority to contract with the City.

Each Proposer shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: “The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.”

Specify if the Proposal includes any Proposer’s trade secrets that must be shielded in case the City/County is subject to the Freedom of Information Act (FOIA). Specific requirements for trade secrets can be found in Subsection 6.4 (4).

### 4.2.2. Executive Summary (Maximum [X] pages)

Summarize the major factors or features of the Proposal, including any conclusions, assumptions, and generalized recommendations the Proposer desires to make. It should be designed specifically for use by individuals that may not have a technical background. It should provide an overview of the Plant(s), summary of pricing options, the project timeline(s), and include a summary of the firm’s experience with similar projects.

### 4.2.3. Plant Description and Timeline

1. **Plant Description**:

Provide a high-level overview of the Plant(s) including:

* Plant (project) name(s).
* Nameplate capacity (in MW) of the Plant(s). If the Plant has phases, provide the capacity of the phase you are proposing for the City.
* Brief description of the technology to be used (e.g., "ground-mounted single-axis tracking PV manufactured by YY").
1. **Plant location**:

Provide the location of the proposed Plant(s) including the longitude and latitude of the Plant site(s) and the name of the nearest city or town. The Plant(s) must be within [ZZZ ISO, State, region], [and the [City/County] has a strong preference for a Plant located as close to the [City/County] as possible].

1. **Development status of the Plant**:

A narrative description of the status of the Plant's development, including an anticipated schedule of any major agreements, studies, or permits (including land use permits and interconnection) needed or already in place. Include a description of Proposer's control of the Plant site(s) (own vs. lease). If the site(s) is leased, describe the remaining term of the lease(s) and any material conditions related to the lease(s). The Proposer should clarify their intent for ownership of the Plant(s) and state any intentions to sell the Plant(s) following construction or thereafter for the lifetime of the agreement. The [City/County] will not consider Plants that are currently operating.

1. **Descriptions of Plant Development Risks**:

As available, please provide the following:

* Independent engineer report performed by a reputable independent engineering firm.
* Environmental study performed by a reputable firm satisfactory to the [City/County].
* Proof of insurance with adequate coverage for asset replacement value in the event of a material loss.
* Financing plan and Letters of Intent with various lenders and tax equity investors.
* Operation and Maintenance Plan for the Plant(s).
1. **Plant Schedule and Commercial Date**:

Provide a summary schedule for the Plant(s) and Contract signing. Any Contract will require the [City/County] Council approval and the Plant(s) must provide a commercial operation date no later than [MM DD, YYYY] and a Guaranteed Start Date of [MM DD, YYYY].

1. **Renewable attributes**:

Provide a summary of renewable energy attributes attributable to the Plant. The [City/County] must obtain title to all environmental attributes, including RECs, associated with the [City/County]'s purchase of renewable electricity from the Plant(s). Responsibility to register, track, input and manage the creation of RECs shall be the responsibility of the Proposer prior to their transfer to the [City/County]. Denote if Proposer is willing to provide certification or additional attributes associated with the renewable energy attributes (Green-e®, etc.).

1. **Expected output**:

Provide a summary electricity generation profile of the Plant(s) in both data and graphs. The Plant(s) must have sufficient capacity to supply the [City/County] roughly [XX] MWh of renewable energy annually. The Proposal must specify expected output.

In addition, provide the following in [Attachment 1]:

* Expected annual generation (in MWh) factoring in deteriorating conversion efficiencies.
* P90 Hourly Generation Profile.

### 4.2.4. Pricing Proposal

1. **Description of Financial Terms**:

Please provide the following information in **Attachment 1**:

* Fully functional financial model showing: year over year PPA price, expected annual production, and total cost. Make sure to show modelling [with / without] an escalator and [10, 15 and 20] -year terms.
* For the pricing options, the [City/County] is interested in receiving PPA prices corresponding to several scenarios:
	+ Term length: [10], [15], [20] years.
	+ Escalator: [0]%, [1.5]%, [2]%.
	+ Settlement location: [Settle at hub], [settle at node], [settle at City/County’s load zone].
	+ COD date: [2021], [2022], [2023].
	+ Please attach a fully functioning financial model.

### 4.2.5. Financial and Business Experience Summary

1. **Descriptions of Proposer’s financial strength and capabilities**:

Provide a narrative description of the sources of financing for the development of the Plant(s), and identification of the entity that will be the Plant’s controlling owner. Additionally, provide:

* The total number of renewable energy projects placed in service by Proposer, including the capacity, location, and type.
* Proposer’s financial capacity to secure equity for the project and manage all elements of the project development (including construction).
* Provide Proposer’s credit rating from each rating agency if available.

If applicable, provide necessary documents for the [City/County] to perform all diligence required to obtain comfort with the parent guarantee, ownership and/or LLC structure provided by Proposer.

1. **Disclosure of Conflicts, Claims or other Matters**:

Disclose any work for another entity which may impair Proposer’s ability to perform the scope and responsibilities under this RFP. Disclose any outstanding claims or other matters which may impair Proposer’s ability to perform, whether financial or otherwise.

### 4.2.6. Project Team and Experience

1. **Organizational Chart**:

Submit an organizational chart that clearly identifies the roles and relationships of all key team members and currently planned subcontractors. Demonstrate, with narrative and references, that the team has satisfactorily completed similar Plants in the past. Notify the [City/County] and explain claims of any kind which may be pending against such work as well as any ongoing or recent lawsuits surrounding past contracts or projects.

1. **Team Member Qualifications**:

Describe the relevant experience, qualifications and educational background of up to [ten (10)] individual team members assigned to this project. Demonstrate, with narrative and references that team members and personnel have satisfactorily performed similar work in the past.

* Include experience of staff in analyzing the electricity market in [ISO/RTO name] and in [utility name] to determine and project future electricity prices to ensure that long term renewable energy PPAs entered into by the [City/County] will be financially viable in [10], [15], or [20] years.
1. **Project Work Plan and Milestones**:

Describe your proposed management plan for building the Plant(s) (if necessary).

1. **Safety Report**:

Submit a record of your firm’s relevant experience related to safety during construction and operations.

1. **Annual Report**:

Submit a copy of your firm's most recent annual report.

1. **Project History and Client References**:

Provide at least [three (3)] and no more than [five (5)] client references. Each client reference shall include the following information: Plant Name, Location, Type of Plant, Size, Output, Capacity Factor, Total Project Dollar Amount (installed project costs or PPA terms), Construction Start and End Dates; Personnel associated with this project and their specific roles and responsibilities (limit to those proposed for this project); Current name, title, telephone and email addresses of a representative with whom your firm did business on the project.

1. **Subcontractor Qualifications**:

Provide background information for each of the identified subcontractors who will be involved on this project during construction or operation. Information should include the following:

* Firm’s name, type, location, project contact(s), federal EIN, year firm was established, parent company (if applicable).
* Firm’s experience on similar projects, including contract values.
* Resumes of the principal individuals who will be directly involved in this project.
* Firm’s previous history working with the Proposer (if applicable).
* Information on whether the company is a M/W/DBE as registered with the [City/County] or other organization.

### 4.2.7. Co-benefits

Describe local economic or community benefits resulting from the project implementation including:

* Employment opportunities from disadvantaged business enterprises and a diverse workforce.
* Educational opportunities offered to the community .
* Availability of detailed generation data that the [City/County] could use in reporting and press releases.
* Unique environmental or economic considerations that distinguish the facilities.
* Other relevant details the respondent would like to provide.

### 4.2.8. Alternative Proposals

Proposers may provide alternative solutions to reach the project goals as outlined above including options that reach commercial operation at a later date or that provide renewable energy to the [City/County] through other means. Any alternative proposal must include a full description of the solution (as outlined in the technical solution section above) to be considered by the [City/County].

## 4.3. Correction of Errors

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Proposer further agrees that in the event of any obvious errors, the [City/County] reserves the right to waive such errors in its sole discretion. The [City/County], however, has no obligation under any circumstances to waive such errors.

# 5. Proposal Evaluation

## 5.1. Evaluation Process

As part of the evaluation process, the [City/County]’s [Department of XX] may engage in discussions with any Proposer. Discussions might be held with individual Proposers to determine in greater detail the Proposer’s qualifications, to explore with the Proposer the scope and nature of the required scope of work, to learn the Proposer’s proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at the Definitive Agreements that will be satisfactory to the [City/County]. The [City/County] may in its discretion require one or more Proposers to make presentations to [Department of XX]. During such presentation, the Proposer may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the [City/County] deems appropriate. Proposers will be notified in advance of the time and format of such meetings. Since the [City/County] may choose to award the Definitive Agreements without engaging in discussions or negotiations, the Proposals submitted shall define the Proposer's best offer for performing the scope of work described in this RFP.

## 5.2. Evaluation Criteria

Selection will be based on the following criteria, reviewed in an evaluation process conducted by the [City/County] and its expert advisors. These criteria [are / are NOT] listed in order of priority.

**Charlotte, NC:**

Selection will be based on the following criteria, reviewed in an evaluation process conducted by the City and its experts. These criteria are listed in order of priority.

* + 1. Best value based on review of cost proposal for proposed solution and strengths, weaknesses, opportunities, and threats
		2. Proposal’s ability to meet the Project Objectives as described above in Section II.2.
		3. Qualifications of Proposer
		4. Exceptions to the Sample Contract

**Philadelphia, PA:**

Selection will be based on the following criteria, reviewed in an evaluation process conducted by COP and its expert advisors. These criteria are listed in no particular order.

1. Strength of the technical submittal of the Proposal
2. Strength of the financial offer in the Proposal
3. Financial strength of Proposer
4. Prior experience with projects and demonstration of completed similar projects
5. Industry position, longevity, and recognition
6. Proposal’s ability to meet the Project Objectives as outlined in section 2.2
7. Customer references
8. Overall project team credentials and staffing
9. Responsiveness to Philadelphia antidiscrimination policy and Economic Opportunity Plan
10. Best value based on review of cost proposal for proposed solution and strengths, weaknesses, opportunities, and threats
11. Local/regional presence
12. Proximity of the Plant(s) to Philadelphia

**Cincinnati, OH:**

The criteria are not ranked in order of importance.

* 1. **Responsiveness/Completeness**. Level to which the Offeror has demonstrated understanding of the project and the needs represented by the RFQ. Statement of Qualifications contains all required components identified in this RFQ, including compliance with all items listed in the Scope of Services and Section II. Statements of Qualifications.
	2. **Financial Strength and Stability**. Information provided indicates the Offeror has the financial strength in terms of capital and liquid assets sufficient to successfully complete the projects listed in this RFQ. Stability of the Offeror in terms of services, professional capabilities, construction experience and overall capabilities.
	3. **Solar Photovoltaic Development Experience/References**. Offeror’s project team qualifications and recent and related experience developing, owning, operating, and maintaining similar solar PV projects that meet power production specifications over significant terms. Offeror’s relative experience in Ohio or the Midwest with similar climate as Cincinnati and experience of property owner’s representatives for Solar Power Purchase Agreements for similar type of government / municipal facilities in similar metropolitan locations managed by firm over the last five years. Offeror’s experience in delivering contracts and projects on time and on budget. Ability to meet required construction and regulatory approval milestones. Offeror’s approach to encouraging investment in solar PV systems by industries and businesses within the region.
	4. **Offeror Customer Services/Maintenance Capabilities**. The ability of the Offeror to respond quickly, efficiently and cost effectively to service calls so the photovoltaic systems are operating at optimum output.
	5. **Proposed PPA terms and arrangement**. Proposed generation site and PPA type (on-site direct/sleeved/virtual/other), PPA price ($per KWH), term, buyout cost, commencement deadline, guaranteed generation, exclusions, cost for routine maintenance, cost for other services such as removal and reinstallation of panels for roof work, etc.
	6. **Economic Inclusion**. Offeror is a City of Cincinnati-certified SBE/MBE/WBE or is partnered/subcontracting with a City-certified SBE/MBE/WBE.

**Washington, DC:**

Proposals will be evaluated in accordance with Part D of this RFP. The following evaluation criteria will be used:

* Offeror’s Experience & Capabilities (20 points)
* Offeror’s Financial Strength (10 points)
* Project Characteristics & Feasibility (20 points)
* Additionality (10 points)
* LSDBE Utilization Plan (5 points)
* Cost (35 points)

**Denton, TX:**

The City of Denton will evaluate the submission in accordance with the selection criteria and will rank the firms on the basis of the submittals. The City of Denton reserves the right to consider information obtained in addition to the data submitted in the response. The selection criterion is listed below:

1. **Location of the Project (FACTOR: 20%).**

Preference will be given to projects that are located in areas that will result in lower congestion charges (costs incurred to route the electric energy from the generating facility to the Denton area), as determined by DME staff.

1. **Corporate and professional experience on projects of this magnitude and complexity (FACTOR 5%)**

The respondent's successful experience in projects within the primary areas similar to the scope of work requested in this SOLICITATION will be an important evaluation factor. Based on the past performance of both the individual project personnel and the respondent, the City of Denton will determine if the respondent has the track record to provide the required services in successfully administering similar projects.

1. **Production Profile (FACTOR: 5%).**

Preference will be given to projects that have superior performance profiles. In order for the City to evaluation this metric, respondents must submit an hourly production profile for each facility proposed with their responses. This profile should include 8,760 hours of data for each of 3 years of expected hourly output based on the most recent full year of data available as well as hourly output assuming a typical meteorological year. Respondents are also requested to provide solar irradiation data for the site, expressed both as hourly irradiation and daily irradiation over the course of a year, including a description of sources of irradiation data, either onsite or otherwise.

1. **Purchased Power Agreement value (FACTOR: 60%).**

Proposals will be evaluated for the overall economic/business value of the Project to the City of Denton as well as the Fixed Price ($/MWh) and terms and conditions for the draft PPA

1. **Operational Viability (FACTOR 10%)**

Because of Denton’s desire to begin deliveries no later than December 31, 2020, of project schedules, budgets, credit ratings and performance assurances, along with the status of required permits, facility interconnection, site control, financing plan and current project schedule will be important factors in evaluating the likelihood that the Respondent will be able to meet their proposed schedule for the delivery start date.

In addition to the above factors, others that can be utilized as stated within Local Government Code 252.043 are: (1) the extent to which the goods or services meet the City’s needs, (2) the impact on the ability of the City to comply with the laws and rules related to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities, (3) the long term cost to the City to acquire the respondents’ goods and services, and (4) any relevant criteria specifically listed in the solicitation by the City.

The total possible score of the submissions shall be scored and weighted as indicated above, Step 1 items a-e. Based on the outcome of the computations performed, each submission will be assigned a raw score. The assigned weight will then be applied to these scores to calculate an overall score for each submission for completion of the final scoring process.

# 6. General Conditions

## 6.1. Accuracy of RFP and Related Documents

The [City/County] assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this selection process. In addition, the [City/County] will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the [City/County] other than those provided by the [City/County] through the issuance of addenda. In no event may a Proposer rely on any oral statement by the [City/County] or its agents, advisors or consultants, including the [City/County]’s Representative.

Should a Proposer find discrepancies or omissions in this RFP or any other documents provided by the [City/County], the Proposer should immediately notify the [City/County] of such potential discrepancy in writing via email, and a written addendum may be issued if the [City/County] determines clarification necessary. Each Proposer requesting an interpretation will be responsible for delivering such requests to the [City/County] Representative listed on the cover page of this RFP.

## 6.2. The [City/County]’s Rights and Options

The [City/County] reserves the following rights, which may be exercised at the [City/County]’s sole discretion:

* + - To supplement, amend, substitute or otherwise modify this RFP at any time;
		- To cancel this RFP with or without the substitution of another RFP;
		- To take any action affecting this RFP, this RFP process, or the services or facilities subject to this RFP (collectively, the “Scope of Work”) that would be in the best interests of the [City/County];
		- To issue additional requests for information;
		- To require one or more Proposers to supplement, clarify or provide additional information for the [City/County] to evaluate the Proposals submitted;
		- To conduct investigations with respect to the qualifications and experience of each Proposer;
		- To waive any defect or irregularity in any Proposal received;
		- To reject any or all Proposals;
		- To share the Proposals with [City/County] employees other than the Evaluation Committee or [City/County] advisory committees as deemed necessary;
		- To award all, none, or any part of the Scope of Work that is in the best interest of the [City/County], including without limitation award one or a portion of the [Renewable Projects] proposed by a Proposer, or multiple [Renewable Projects] to multiple Proposers, or any combination thereof, which may be done with or without re-solicitation.
		- To discuss and negotiate with selected Proposer(s) any terms and conditions in the Proposal including but not limited to financial terms; and
		- To enter into any agreement deemed by the [City/County] to be in the best interest of the [City/County].

## 6.3. Expense of Submittal Preparation

The [City/County] accepts no liability for the costs and expenses incurred by the Proposers in responding to this RFP, in preparing responses for clarification, in attendance at interviews, participating in contract development sessions, or in meetings and presentations required for the contract approval process. Each Proposer that enters the selection process shall prepare the required materials and submittals at its own expense and with the express understanding that the Proposer cannot make any claims whatsoever for reimbursement from the [City/County] for the costs and expenses associated with the procurement process.

## 6.4. Proposal Condition:

1. **RFP Not an Offer**

This RFP does not constitute an offer by the [City/County]. No binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the [City/County] unless the [City/County] and the Proposer execute the Definitive Agreements. No recommendations or conclusions from this RFP process concerning the Proposer shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of [City/County].

1. **Right to Terminate Discussions**

The Proposer’s participation in this process might result in the [City/County] selecting the Proposer to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the [City/County] to execute the Definitive Agreements or to continue discussions. The [City/County] can terminate discussions at any time and for any reason.

1. **Requirement for Representation as to Accuracy and Completeness of Proposal**

As stated in Section 4.2.1, each Proposer shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: “The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the [City/County], is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the [City/County] as to any material facts.”

1. **Trade Secrets/Confidentiality**

Upon the date of [City/County] Council approval of the Proposer selected by the Evaluation Committee for award hereunder, your Proposal will be considered a public record except for material which qualifies as “trade secret” information under [N.C. Gen. Stat. 66-152 et. seq.] After such date, members of the public who submit public records requests will review the Proposal.

The public disclosure of the contents of each Proposal submitted in response to this RFP is governed by [Chapter 132 and 66-152 et. seq. of the General Statutes of City/County]. If any Proposal contains trade secret information as defined by [Chapter 66-152 et. seq. of the General Statutes of City/County], such trade secret information should be specifically, and clearly identified in accordance with this Section.

To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer should be submitted in a separate, sealed envelope and on separate USB for electronic files, marked “Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal,” and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope and on each page of the electronic file.]

In submitting a Proposal, each Proposer agrees that The [City/County], upon the Proposal due date, may reveal any trade secret materials contained in such response to all [City/County] staff and [City/County] officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by The [City/County] to assist in the evaluation process. Furthermore, each Proposer agrees to indemnify and hold harmless the [City/County] and each of its officers, employees, and agents from all costs, damages, and expenses incurred relating to refusing to disclose any material, which the Proposer has designated as a trade secret. Any Proposer that designates its entire Proposal as a trade secret may be disqualified.

1. **Prohibited Discrimination.**

[The [City/County] has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the [City/County] Code and is available for review on the [City/County]’s website (the “Non-Discrimination Policy”). As a condition of entering into the Definitive Agreements that may result from this RFP, the Proposer agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Proposer shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a [City/County] contract or contract solicitation process, nor shall the Proposer retaliate against any person or entity for reporting instances of such discrimination. The Proposer shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all its subcontracting and supply opportunities on [City/County] contracts, if nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.]

As a condition of entering into an Agreement that may result from this RFP, the Proposer agrees to: (a) promptly provide to the [City/County] all information and documentation that may be requested by the [City/County] from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with the Agreement; and (b) if requested, provide to the [City/County] within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Proposer has used on [City/County] contracts in the past five (5) years, including the total dollar amount paid by the Proposer on each subcontract or supply contract. [The Proposer shall further agree to fully cooperate in any investigation conducted by the [City/County] pursuant to the [City/County]’s Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the [City/County], and to be bound by the award of any arbitration conducted under such Policy.]

The Proposer agrees to provide to the [City/County] from time to time on the [City/County]’s request, payment affidavit detailing the amounts paid by the Proposer to subcontractors and suppliers in connection with the Definitive Agreements within a certain period of time. Such affidavits shall be in the format specified by the [City/County]. The Proposer understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of the Definitive Agreements and may result in contract termination, disqualification of the Proposer from participating in [City/County] contracts and other sanctions.

1. **Statutory Requirements**

The Definitive Agreements awarded as a result of this RFP shall be in full conformance with all statutory requirements of [City/County] and all statutory requirements of the Federal Government, to the extent applicable.

1. **Reservation of Right to Change Schedule**

The [City/County] shall ultimately determine the timing and sequence of events resulting from this RFP. The [City/County] reserves the right to delay the closing date and time for any phase if [City/County] staff believe that an extension will be in the best interest of the [City/County].

1. **Reservation of Right to Amend RFP**

The [City/County] reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of the [City/County]. Any addenda will be posted to the internet at [www.citycountywebsite.gov/addendaRFP]. Respondents are required to acknowledge addenda with their submission. Respondents will be responsible for monitoring the [City/County] website to ensure they have downloaded and signed all addenda required for submission with their submission.

1. **Additional Evidence of Ability**

Proposers shall be prepared to present additional evidence of experience, qualifications, abilities, equipment, facilities, and financial standing. The [City/County] reserves the right to request such information at any time during the Proposal evaluation period for this RFP.

1. **No Collusion or Conflict of Interest**

By responding to this RFP, the Proposer shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Proposer submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.

1. **Proposal Terms Firm and Irreversible**

The signed Proposal shall be considered a firm offer on the part of the Proposer. The [City/County] reserves the right to negotiate price and the Scope of Work. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of future Definitive Agreement negotiations unless specifically waived in writing by the [City/County]. The Proposer chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Definitive Agreements, either in part or in its entirety, at the [City/County]'s election. Any false or misleading statements found in the Proposal or Contract exceptions not included in the Proposal may be grounds for disqualification.

1. **Proposal Binding for 180 Days**

Each Proposal shall contain a statement to the effect that the Proposal is a firm offer for a one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Proposer and include such individual’s name, title, address, and telephone number. All prices quoted shall be firm and fixed for the full period of each Definitive Agreement.

1. **Subcontracting**

The Proposer given the contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Proposer shall remain the prime contractor and will assume all responsibility for the performance of the Scope of Work that are supplied by the applicable subcontractor(s). Additionally, the [City/County] must be named as a third-party beneficiary in all subcontracts.

1. **Use of the [City/County] Name**

No advertising, sales promotion or other materials of the Proposer or its agents or representatives may identify or reference the [City/County], in any manner absent the prior written consent of the [City/County].

1. **Withdrawal for Modification of Proposals**

Proposers may change or withdraw their Proposals at any time prior to the Proposal due date; however, no oral modifications will be allowed. Only [facsimile, emails, letters, or other formal written requests for modifications or corrections of a previously submitted] Proposal, which is addressed in the same manner as the Proposal, and received by the [City/County] prior to the scheduled closing time for receipt of Proposals, will be accepted. The Proposal, when opened, will then be corrected in accordance with such written request(s), provided that the request is plainly marked “Modifications to Proposal.”

1. **No Contact**

As of the Proposal due date and until the date of approval by [City/County] Council of an award under this RFP, each Proposer shall refrain from contacting any employee of the [City/County] or member of the Evaluation Committee except for written requests to the [City/County] Representative listed on the cover page of this RFP.

1. **No Bribery**

In submitting a response to this RFP, each Proposer certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the [City/County] in connection with the Contract.

1. **Exceptions to the RFP**

Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Definitive Agreements attached to this RFP. An “exception” is defined as the Proposer’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Definitive Agreements attached to this RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Proposer provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Proposer’s solution, must be described in detail.

1. **Fair Trade Certifications:**

By submission of a Proposal, the Proposer certifies that regarding this procurement:

* + The prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with anyone;
	+ Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening; and
	+ No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
1. **Clarification of Ambiguities**

Any Proposer believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify the [City/County] in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim for ambiguity, inconsistency or error.

1. **Proposer’s Obligation to Fully Inform Themselves**

Proposers or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting Proposals. Failure to do so will be at the Proposer’s own risk.

1. **Disclaimer**

Each Proposer must perform its own evaluation and due diligence verification of all information and data provided by the [City/County]. The [City/County] makes no representations or warranties regarding any information or data provided by the [City/County].

# 7. RFP Attachments

## Attachment 1: RFP Bid Sheet

## Attachment 2: Energy Use Data and Load Profiles

## Attachment 3: Sample PPA or Term Sheet