**[PROCUREMENT GROUP/LEAD'S NAME]**

[Contact Name]

[Street Address]

[City, State, Zip Code]

[Phone Number]

[Email]

**REQUEST FOR PROPOSAL**

[Procurement Group’s Name – if applicable]

Off-site Renewables Power Purchase Agreement

**[Date Released]**

**[Questions Due]**

**[Due Date and Time]**

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# 1. Project Overview

## 1.1. Purpose of Request for Proposal

The [procurement group’s full name] (henceforth referred to as “[Group’s Name]”) is seeking proposals for [up to] [XX] MWh of [solar energy / wind energy], [up to] [Optional: XX MW / XX MWh of battery storage], and associated renewable energy certificates (RECs) through a power purchase agreement (“PPA”). [Group’s Name] consists of [XX] members dedicated to furthering their use of renewables and includes [local governments, companies, and non-profits].

*OR*

The [procurement lead’s full name] (henceforth referred to as “[Lead’s Name]”) is seeking proposals for [up to] [XX] MWh of [solar energy / wind energy], [up to] [Optional: XX MW / XX MWh of battery storage], and associated renewable energy certificates (RECs) through a power purchase agreement (“PPA”). [Lead’s Name] is doing so on behalf of itself and [XX] other institutions that together form the [procurement group’s full name] (henceforth referred to as “[Group’s Name]”), a consortium of [local governments, companies, and non-profits] dedicated to furthering their use of renewables.

The [Group/Lead] is open to multiple types of contract arrangements, including: [physical PPAs, virtual PPAs, and/or sleeved PPAs within a full requirements electricity contract]. The [Group/Lead] will consider multiple plants in varying sizes or stages of development provided the Proposer presents a suitable plan to achieve the project goals. The [Group/Lead] 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")]. [Optional: The [Group/Lead] reserves the right to select multiple proposals to meet the aggregated needs of the Group’s members, as a means of reducing risk through diversification or for other reasons in accordance with the evaluation criteria.]

**Melbourne Renewable Energy Project (2016):**

You are invited to submit a [proposal] for the supply of electricity and large-scale generation certificates to the MREP Group on the terms set out in [this RFP]. The MREP Group consists of a group of 14 members that wish to undertake a collective procurement process, representing a total of xx large accounts, xx unmetered accounts (i.e. street lighting) and xx small accounts, as detailed in Part D. Members include Local Government, Universities, ASX listed companies and State Government entities The MREP Group share a strong commitment to environmental sustainability and community engagement. […] The MREP Group requires the Successful [proposer] to supply electricity to Large Sites, Small Sites and Unmetered Sites with a combined annual consumption of 110,261MWh.

**New York Higher Education Large Scale Renewable Energy Procurement (2020):**

To address the increasing threat of climate change, thirteen (13) State University of New York (“SUNY”) state-operated campuses, two (2) community colleges, SUNY System Administration, and four (4) private institutions of higher education set goals to procure renewable energy to offset their campuses’ greenhouse gas emissions. These institutions operate some of the largest educational and research facilities within (and outside of) the State of New York. These public and private institutions are looking to be leaders in taking positive action against climate change. The Consortium is requesting proposals for cost-effective large-scale renewable energy projects. […] The Consortium seeks to source an estimated maximum of 676,000 megawatt hours(MWh) of renewable energy annually through this procurement […].

## 1.2. Offtaker Entities

The [XX] offtakers composing [Group] and their desired offtake amounts are listed below. While each [Group] member will enter into a separate contract with the selected proposer, negotiations will be conducted in a centralized fashion, without the need for the Selected Proposer to negotiate individually with each [Group] member. [Optional: That said, in recognition of the [Group] members’ diverse preferences regarding [Renewable Energy Certificates, other attributes], separate negotiations may take place on that/those specific topic(s).] Proposers may not propose to one member but not to others. [Optional: They can, however, submit multiple bids, up to a total of [XX].]

|  |  |
| --- | --- |
| Offtaker Entity | [Desired/Maximum] Offtake Amount ([MWh/year]) |
| [Entity A] | [Amount A] |
| [Entity B]\* | [Amount B] |
| [Entity C]\*\* | [Amount C] |
| [Additional rows as needed] | [Additional rows as needed] |

\* Steering Committee member.

\*\* Evaluation Panel member.

The [maximum] combined offtake amount is [XX] MWh per year. Proposers are encouraged to submit offers for a range of volumes to support the [Group]’s portfolio optimization. [If traditional model] [Group] members are expected to follow through with their desired offtake amounts as long as a Proposal that meets the minimum requirements outlined in Section 2.1 “Project Details” is ultimately selected. [Alternatively, if piggybacking] [Group] members have indicated their maximum desired offtake amount but can elect not to sign an agreement with the selected Proposer if so desired.

1. **Entity A**

**Renewable Energy Goals**: The [Entity] has committed to transitioning to [XX]% renewable electricity for all the [Entity] operations by [year].

**[Entity]’s Energy Profile**: During the period from [Month, Year] to [Month, Year], the [Entity] consumed approximately [XX] MWh. The [Entity]’s average individual power demand is approximately [XX] MW, and max power demand in the past year was [XX] MW. The [Entity] purchases its electricity through [utility name / retail supplier].

1. **[Additional Entities as Needed]**

# 2. Scope of Work

## 2.1. Project Details

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

1. **Size**: The [Group/Lead] is interested in purchasing [up to] [XX] MWh of [solar/wind] energy [and] [XX MWh of] [associated RECs annually]. [Optional: The [Group/Lead] is also interested in proposals that combine [solar/wind] with up to XX MW / XX MWh of battery storage.]
2. **Location**: The [Group/Lead] is interested in facilities located in [state name / region name / ISO or RTO name] [Optional: with a strong preference for a plant(s) located as close to the [Group/Lead] as possible].
3. **Proposer’s Responsibilities**: The selected Proposer will design and install a turnkey renewable energy plant. Additionally, 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).
4. **Term/Timeframe**: The [Group/Lead] is interested in contracting for a range of [XX-XX] years. Projects must be completed and operating by [Month, Year] to ensure the [Group/Lead] 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.

**New York Higher Education Large Scale Renewable Energy Procurement (2020):**

To meet their goals and requirements, the Consortium intends to procure renewable energy via vPPA contract(s). While there is Consortium interest in projects in close proximity to Consortium campuses, the expected economics of the project and associated financial risks are of highest importance.

**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.

Proposers’ pricing offers are expected to apply uniformly to all [Group] members. Pricing can be stated as a fixed rate or an initial rate with a proposed annual escalator. [Optional: However, preference will be given to proposals [with/without] escalators for the term of the PPA.]

1. **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 installation to all [Group] members. The monitoring is required to be self-sufficient and may not rely on any of the [Group] members’ IT system. This monitoring will allow the [Group] members 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 [Group/Lead] has [XX] specific goals in issuing this joint solicitation for the development of a renewable energy facility:

1. **Providing electricity price stability**: The [Group/Lead] would like to reduce its exposure to natural gas price fluctuations in [utility market name] by diversifying the type of fuel resources that are utilized to serve the [Group/Lead]’s electricity requirements.
2. **Demonstrating renewable energy commitment**: The [Group/Lead] is committed to taking steps that will result in cleaner air, lower greenhouse gas emissions, and increase renewable energy sources for citizens of the [Group/Lead].
3. **Promoting local economic development**: The [Group/Lead] would like to source the renewable energy from a renewable project [within a utility service territory, state, region, or as close as possible to Group/Lead’s location] to encourage local economic development and employment opportunities for diverse business enterprises and workers.
4. **Enhancing public awareness**: The [Group/Lead] would like to enhance the public awareness of the [Group/Lead]’s efforts to pursue sustainable technologies.
5. **Reducing local greenhouse gas emissions**: Projects located in the same [utility service territory, state, region] as [Group/Lead] will also help reduce local emissions from power generation, which in the long run could be reflected in the EPA’s regional greenhouse gas emissions factors.
6. **Leveraging aggregated demand to obtain advantageous pricing and broaden impact**: By combining demand from multiple entities, the [Group/Lead] expects to obtain lower prices than any one entity could have secured on its own. Additionally, the [Group/Lead] would like to broaden the impact of this procurement by including entities with limited staff capacity or energy demand that wouldn’t otherwise have pursued a PPA on their own.

# 3. Procurement Schedule

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

|  |  |  |
| --- | --- | --- |
| ***Date*** | ***Event*** | ***Responsible Party*** |
| [Initial date] | **RFP Issued** | The [Group/Lead] |
| [+ 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 [Group/Lead] |
| [+ 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 [Group/Lead 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 [Group/Lead] |
| [+ 1-2 weeks from response due date] | **Deadline for Proposal Submission**: Proposals must be [emailed / mailed] to [Group/Lead Energy Manager name] at [xxxx@xx.gov / mailing address] by [11:59 PM EST on MM DD, YYYY]. | Proposers |
| [Highly variable] | **[\*] Notice of Intent to Proceed and Announcement of Short-list** | The [Group/Lead] |
| [Highly variable] | **\*Interviews with Short-listed Proposers** | The [Group/Lead] and short-listed Proposers |
| [Can take up to 6 months - generally provide a season or month range)] | **[\*] Contract Negotiations with Selected Proposer[s]** | The [Group/Lead] and selected Proposer [Optional: except with regards to [RECs] which are to be negotiated directly between each [Group] member and the selected Proposer] |
| [+1-2 months from end of negotiation (can provide season or month range)] | **[\*] Request for Council Actions:** Approval for signing of contracts (separately with each [Group] member). | Separately between each [Group] member and selected Proposer |

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

# 4. Proposal Requirements

## 4.1. General Formats

The [Group/Lead] desires all Proposals to be identical in format to facilitate comparison. Although the [Group/Lead]’s format may represent departure from the Proposer’s preference, the [Group/Lead] 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 [Group/Lead], 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 [Group/Lead]. 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 [Group/Lead] 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 [Group/Lead].

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 [Group/Lead], 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 [Group/Lead] as to any material facts.”

Specify if the Proposal includes any Proposer’s trade secrets that must be shielded in case the Group/Lead 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 [XX] 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 [Group/Lead].
* 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 ISO, State, region], [Optional: and the [Group/Lead] has a strong preference for a Plant located as close to the [Group/Lead] 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 [Group/Lead] 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 [Group/Lead].
* 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. Each [Group] member will enter into a separate contract with the selected proposer. Each Contract will require the respective member’s Council or Board 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 associated with the Plant. The [Group/Lead] must obtain title to all environmental attributes, including RECs, associated with the [Group/Lead]'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 [Group/Lead]. Denote if Proposer is willing to provide certification or additional attributes associated with the renewable energy attributes (Green-e®, etc.).

1. **Expected output**:

Provide data and graphs of the expected electricity generation profile. The Proposal must specify guaranteed minimum output from the system [in MWh/year / as a percentage of the expected performance output from the system]. The [Group/Lead] will not be required to make any payments for energy which is not generated for any reason including but not limited to weather variation, equipment malfunction, required curtailment, maintenance, or operational mistakes.

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

* Annual P90 generation profile (in MWh) factoring in expected equipment degradation.
* Expected 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 for [10, 15 and 20] year terms.
* For the pricing options, the [Group/Lead] 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 Group/Lead’s load zone].
	+ COD date: [2021], [2022], [2023].
	+ Please attach a fully functioning financial model.

The [Group/Lead] asks that the virtual PPA have [upper ceiling and] lower floor pricing constraint[s] on the fixed price in the agreement. [Optional addition for virtual PPAs: The [Group/Lead] recognizes that, in a standard virtual PPA transaction, the difference between the PPA price and the wholesale market value for each generated MWh would generate a credit or a loss for the [Group/Lead] which would be settled on a regular basis. Instead, the [Group/Lead] requires in this transaction that, for the first year, a uniform net credit (or expense) per MWh be calculated based on mutually-agreed upon, weighted average price forecasts and an expected electricity production profile as opposed to actual market prices and renewable energy production. In order to make each party whole, in each subsequent year, the uniform credit (or expense) per MWh will be reset to compensate each party for the previous year’s actual production and costs. This approach will allow the [Group/Lead] to accurately budget for the virtual PPA in each fiscal year.]

### 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 [Group/Lead] to perform all diligence required to obtain comfort with the parent guarantee, ownership and 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 projects in the past. Notify the [Group/Lead] 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 [Group/Lead] 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 [Group/Lead] or other organization.

### 4.2.7. Co-benefits

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

* Job creation
* Education and training
* Promotional opportunities
* Biodiversity protection (e.g., pollinator-friendly solar) or habitat restoration
* Consultation with and benefits for Indigenous Peoples
* Local economic benefit/other income streams related to project development
* Social inclusion for otherwise marginalized groups
* Inclusion of women- and minority-owned businesses
* Prevailing wage union labor

**New York Higher Education Large Scale Renewable Energy Procurement (2020):**

[Educational and research] opportunities could include but not be limited to the following sample list:

1. Proposer provides monthly development and construction reports until the COD, including specified non-confidential information that the Consortium may distribute on its website and other social media, including photos and/or videos to the extent available.
2. Proposer participates in webinars, lectures or discussions about the project, the renewable energy industry, or other related topics as reasonably requested by the Consortium, but no more than a certain number (as specified in the proposal) of webinars, lectures or discussions per year.
3. Proposer provides internship(s) awarded in the Consortium’s and Proposer’s reasonable discretion to qualified student(s).
4. Proposer installs kiosks or other educational displays at contracted campuses to educate the campus community about renewable energy project(s).
5. Proposer allows physical and virtual tours of the LSRE facility site for the Consortium’s aggregate students, staff, and faculty upon thirty (30) days’ prior written notice to Proposer on or before the COD and upon fourteen (14) days’ prior written notice to Proposer following the COD but no more often than a certain number (as specified in the proposal) of hosted or independent visits each semester/academic year.
6. Provide the opportunity for Consortium members to install, at their own cost, any data measurement and communication devices, provided that said devices do not void any warranties, do not interfere with operation of the Facility and are consistent with prudent electrical practices.
7. Provide Consortium’s employees, students and agents the right to access the Facility for academic and research purposes. Such access would follow a process to identify mutually agreeable protocols for site access including timing, notification, safety and training, escorts and consideration of lease holder agreements.
8. Allow Consortium members to conduct research on any and all aspects of renewable energy generated by the Facility, provided that said research does not void warranties, is consistent with prudent electrical practices, and that Parties can identify mutually agreeable methods to mitigate or avoid any impacts on operations or Energy output.
9. Proposer participates in identification of renewable energy technician / vocational education opportunities at the LSRE facility for the Consortium members.

### 4.2.8. (Optional) 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 [Group/Lead] 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 [Group/Lead].

## 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 [Group/Lead] reserves the right to waive such errors in its sole discretion. The [Group/Lead], 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 [Group/Lead]’s Evaluation Panel 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 [Group/Lead]. The Evaluation Panel may in its discretion require one or more Proposers to make presentations to the Evaluation Panel. 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 Evaluation Panel deems appropriate. Proposers will be notified in advance of the time and format of such meetings. Since the [Group/Lead] 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.

**Melbourne Renewable Energy Project (2016):**

Procurement Australia will coordinate the evaluation of all Tenders received in order to assess which Tenderers (if any) will be awarded the Contract. In the course of the evaluation process, Procurement Australia may request additional information by way of clarification or otherwise and Tenderers must comply promptly with any such request at their cost.

Tenderers are advised that Procurement Australia reserves the right to seek clarification, verification and additional information from third parties (including the Developer) and the Tenderer authorises Procurement Australia to do so.

Procurement Australia reserves the right to call for presentations from Tenderers to assist in the evaluation process. Dates and times of these presentations, if required, will be at the discretion of Procurement Australia.

Procurement Australia reserves the right to request an inspection of reference sites that the Tenderer has been, or is currently, involved with. Dates and times of any such inspection, if required, will be at the discretion of Procurement Australia

Procurement Australia reserves the right to invite shortlisted and/or preferred Tenderers to submit a best and final offer (also referred to as a final pricing round) for consideration in relation to part or all of their respective Tenders. Procurement Australia is under no obligation to provide tenderers the opportunity to submit a best and final offer, and therefore Tenderers are strongly encouraged to submit their best and final offers in the first instance.

In evaluating Tenders, members of the evaluation panel shall have regard only to the responses contained in the Tender. Their evaluation will be based on the Tenders as submitted, any clarification that may have been sought by the Procurement Australia on behalf of the evaluation panel and any advice provided from specialist Advisers. Each Tender submitted will be evaluated only against the evaluation criteria detailed in these Tender Documents.

**New York Higher Education Large Scale Renewable Energy Procurement (2020):**

1. **Method of Award**

This RFP is part of a competitive procurement process designed to serve the best interests of the Consortium. It is also designed to provide all Proposers with a fair and equal opportunity to have their services considered. The Consortium will conduct a comprehensive review of each responsive proposal submitted in accordance with the terms of the RFP. To be deemed “responsive” to the RFP, a Proposer must meet all of the mandatory requirements and qualifications and its written proposal must address all points and questions appearing in the RFP. In the event a bidder’s proposal is determined by the Consortium to be “non -responsive,” SUNY is required by its contracting procedures to disqualify the proposal. A disqualified proposal will not be further evaluated or considered for contract award by SUNY.

1. **Bid Review**

Each proposal received by the due date and time will be screened for responsiveness and completeness of submission in accordance with the RFP to ensure the Proposer has met the minimum requirements of the RFP. Incomplete bids or those not meeting the minimum requirements will be considered non-responsive and may be disqualified.

1. **Initial Cost Evaluation**

Each proposal remaining after the Proposal Review will be advanced for Initial Cost Evaluation screening by Edison Energy (consultant to the project) using the method agreed upon given Edison Energy’s contract with the Consortium as advisor.

1. **Technical Evaluation**

Concurrent with the Initial Cost Evaluation, each proposal remaining after the Proposal Review will be advanced for technical evaluation by the Consortium. Concurrently, the participating private institutions have the opportunity, should they choose, to conduct a technical evaluation of the proposals using the qualitative evaluation approaches outlined in this document or other institutional criteria.

1. **Finalist Determination**

The Consortium will tabulate a subtotal score by adding together the Initial Cost Evaluation score and the average Technical Evaluation score. Proposals will be sorted in descending order based on these subtotals. The Finalist Cohort is considered complete after the last project’s expected generation exceeds 2,000,000 megawatt hours (MWh) in the aggregate (approximately three times the maximum MWh procurement goal of the Consortium). Only those projects that, in aggregate meet the 2,000,000 MWh threshold, will advance to step 5, the Advanced Analytics phase.

1. **Advanced Analytics Evaluation: Cost Evaluation Revision**

All Finalist bids will advance to the stage of probabilistic Advanced Analytics analysis, providing an additional level of risk assessment of each project. Finalist bids will be scored using the method agreed upon given Edison Energy’s contract with the Consortium as advisor. This score is considered the final Cost Evaluation score, and as such replaces the initial cost score for the final calculations.

1. **Commercial Mark-Up Evaluation**

All Term Sheet mark-ups provided by Proposers in the Finalist Cohort are reviewed and evaluated at this stage by the Consortium. Edison Energy will provide subject matter expertise and commentary to the NY HE Evaluation Committee, who will use this commentary to score the mark-ups as they see fit. The final scores for this component will be the average of the individual scores provided by the Consortium.

**[CONTINUED] New York Higher Education Large Scale Renewable Energy Procurement (2020):**

1. **Selection**

The final scores and associated analysis will be shared with all Consortium members in order for each participating entity to make their decisions.

The bids will be ranked in descending order of their final composite score(s) (Final Cost Evaluation score plus average Technical Evaluation score plus average Commercial Mark-Up score). The NY HE Steering Committee will create a final portfolio of top ranked projects for SUNY, assuming that all participating SUNY and CC campuses involved will procure 100% of their annual grid-purchased electricity usage. This percentage amount may change based on individual participating entity preference.

Concurrently, each private institution will create their own list of ranked bids. However, unlike SUNY, these institutions reserve the right to supplement or change their list’s ranking order as they see fit.

The NY HE Steering Committee will review the Privates’ and SUNY’s rankings and selections. If any project(s) or bids overlap, the overlapping project(s) will be divided among SUNY and the privates based on a percentage of their respective loads relative to the aggregation total.

Once the Consortium’s offtake levels are met, the Consortium, with support from Edison Energy, will calculate the weighted average score for the selected project portfolio. Based on minimum offtake volume size typically seen in vPPAs, Ithaca College, Bard College, and Skidmore College may only sign one vPPA each to satisfy their Consortium member objectives. In that case, to maintain equity, these private institutions will have the opportunity to contract with the project that is closest in aggregate score to the weighted average score for the respective portfolio.

SUNY System Administration will send the Participating Institutions Agreement (PIA) to each participating state-operated campus and community college that includes anticipated SUNY fees and the selected portfolio. The Steering Committee and/or SUNY System Administration, with the help of Edison Energy, will also provide the range of economic outcomes if the final SUNY aggregate load is between 25% and the 100%. Based on these scenarios, each campus will decide if they wish to participate, and if so, what amount of their entity’s electricity load they wish to procure with the portfolio. SUNY represented campuses (state-operated campuses and community colleges) will commit to their level of interest through the signing of Participating Institution Agreement (PIA) with SUNY.

Once the offtake commitment is known for all consortium members (by deadline), one or multiple projects will be selected to contract with NY HE Consortium members, based on the ranked projects in descending order, until the desired offtake MWh amount is fulfilled. If multiple awards are to be made, their combined expected term cashflow (p50) will be calculated as a portfolio. This will be shared with all participating institutions for their records. Award shall be made by issuance of an award letter. SUNY reserves the right to award no contract.

## 5.2. Evaluation Criteria

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

**Melbourne Renewable Energy Project (2016):**

All Tenders will be evaluated in accordance with the Eligibility Criteria and Performance Evaluation Criteria set out below.

**Eligibility Criteria (EL)**

Eligibility Criteria details mandatory compliance thresholds which Tenderers must meet or exceed. Failure in this regard may result in disqualification of the Tender, with no further evaluation conducted. The criteria listed below are detailed in Part D section 5. The eligibility criteria may be evaluated at any point during the evaluation process but will not be weighted:

* Completeness
* Legal entity of the Tenderer
* Financial viability
* Retail service capacity
* Corporate reputation
* Compliance with the conditions specified in these Tender Documents

**Performance Evaluation Criteria (EV)**

Tenderers must address each Performance Evaluation Criteria listed in the table below. The Evaluation of Tenders against the Performance Evaluation Criteria will include a minimum level of performance requirement in order for Tenders to be deemed Conforming. Tenders that do not meet this minimum level of performance as rated by the evaluation panel may be deemed Non-Conforming and excluded from further evaluation. The pricing criterion will be determined based on a whole of life cost estimate for the MREP group as a whole.

**Performance Evaluation Criteria Proposed Weighting**

Price 60%

Retailer service 10%

Renewable energy project delivery risk 10%

Community and Environmental Benefits 12.5%

Victorian / Local Community Economic and Promotional Benefits 7.5%

Total 100%

The weightings assigned to each criterion in the table above, will determine the shortlisting of Tenders with reference to overall value for money. Each of the Performance Evaluation Criterion is discussed in further detail Part D section 5.

**New York Higher Education Large Scale Renewable Energy Procurement (2020):**

|  |  |  |
| --- | --- | --- |
|  | **Points** | **%** |
| **Technical Proposal** | 50 | 50% |
| **Cost Proposal** | 40 | 40% |
| **Commercial Mark-Up** | 10 | 10% |
| **Total** | 100 | 100% |

# 6. General Conditions

## 6.1. Accuracy of RFP and Related Documents

The [Group/Lead] 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 [Group/Lead] will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the [Group/Lead] other than those provided by the [Group/Lead] through the issuance of addenda. In no event may a Proposer rely on any oral statement by the [Group/Lead] or its agents, advisors or consultants, including the [Group/Lead]’s Representative.

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

## 6.2. The [Group/Lead]’s Rights and Options

The [Group/Lead] reserves the following rights, which may be exercised at the [Group/Lead]’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 [Group/Lead];
		- To issue additional requests for information;
		- To require one or more Proposers to supplement, clarify or provide additional information for the [Group/Lead] 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 [Group/Lead] employees other than the Evaluation Committee or [Group/Lead] 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 [Group/Lead], 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 [as a group or separately] 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 [Group/Lead] to be in the best interest of the [Group/Lead].

## 6.3. Expense of Submittal Preparation

The [Group/Lead] 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 [Group/Lead] 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 [Group/Lead]. No binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the [Group/Lead] unless the [Group/Lead] 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 [Group/Lead].

1. **Right to Terminate Discussions**

The Proposer’s participation in this process might result in the [Group/Lead] selecting the Proposer to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the [Group/Lead] to execute the Definitive Agreements or to continue discussions. The [Group/Lead] 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 [Group/Lead], 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 [Group/Lead] as to any material facts.”

1. **Trade Secrets/Confidentiality**

Upon the date of [Group/Lead] 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 Group/Lead]. If any Proposal contains trade secret information as defined by [Chapter 66-152 et. seq. of the General Statutes of Group/Lead], 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 [Group’s Name], upon the Proposal due date, may reveal any trade secret materials contained in such response to all staff and officials from the [Lead’s / Group’s Name] offtaker entities 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 [Lead’s / Group’s Name] to assist in the evaluation process. Furthermore, each Proposer agrees to indemnify and hold harmless the [Lead’s / Group’s Name] 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 [Group/Lead] has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the [Group/Lead] Code and is available for review on the [Group/Lead]’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 [Group] member’s contract or [Group/Lead] 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 [Group] member 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 [Group/Lead] all information and documentation that may be requested by the [Group/Lead] 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 [Group/Lead] 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 [Group] member 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 [Group/Lead] pursuant to the [Group/Lead]’s Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the [Group/Lead], and to be bound by the award of any arbitration conducted under such Policy.]

The Proposer agrees to provide to the [Group/Lead] from time to time on the [Group/Lead]’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 [Group/Lead]. 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 [Group] member 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 [Group/Lead] and all statutory requirements of the Federal Government, to the extent applicable.

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

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

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

The [Group/Lead] 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 [Group/Lead]. Any addenda will be posted to the internet at [www.citycountywebsite.gov/addendaRFP]. Respondents are required to acknowledge addenda with their submission and will be responsible for monitoring the [Group/Lead]’s website to ensure they have downloaded and signed all required addenda.

1. **Additional Evidence of Ability**

Proposers shall be prepared to present additional evidence of experience, qualifications, abilities, equipment, facilities, and financial standing. The [Group/Lead] 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 [Group/Lead] 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 [Group/Lead]. 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 [Group/Lead]'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 [Group/Lead] must be named as a third-party beneficiary in all subcontracts.

1. **Use of the [Group/Lead] Name**

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

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 [Group/Lead] 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 [Group/Lead] Council of an award under this RFP, each Proposer shall refrain from contacting any employee of the [Group/Lead] or member of the Evaluation Committee except for written requests to the [Group/Lead] 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 [Group/Lead] in connection with the Contracts.

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 [Group/Lead] 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 [Group/Lead]. The [Group/Lead] makes no representations or warranties regarding any information or data provided by the [Group/Lead].

# 7. Glossary

**Annual P90 Generation Profile**: The amount of electricity generation that a power plant has a 90% chance to either meet or exceed each year.

**Evaluation Panel:** representatives selected by the [Group], representing [XX] participating entities ([XX] representative(s) from [Entity A], [XX] from [Entity B], etc.), who will be evaluating the proposals.

**Expected Hourly Generation Profile**: The amount of electricity generation that a power plant is expected to either meet or exceed at each of the 8760 hours of the year.

**[Group Acronym]**: [Full Group Name]; refers to the members of the initiative stipulated within this RFP.

**Hub Settlement**: An arrangement between the Buyer(s) and a project owner in which a PPA is settled based upon market prices at a specific hub.

**Kilowatt (kW)**:A measure of power which is equal to 1,000 watts.

**Kilowatt-hour (kWh)**: A measure of energy which is equal to 1,000 watts being used or generated for one hour.

**Load Zone Settlement**: An arrangement between the Buyer(s) and a project owner in which a PPA is settled based upon market prices at a specific load zone.

**Megawatt (MW)**: A measure of power which is equal to 1,000,000 watts or 1,000 kilowatts.

**Megawatt-hour (MWh)**: A measure of energy which is equal to 1,000,000 watts or 1,000 kilowatts being used or generated for one hour.

**Node Settlement**: An arrangement between the Buyer(s) and a project owner in which a PPA is settled based upon market prices at a specific node.

**Physical PPA**: A power purchase agreement (PPA) in which the seller delivers electricity to the customer (on-site) or a predetermined delivery point within their local electricity markets (off-site) who takes legal title to the energy. Physical PPAs can be used where allowed by state law. Also known as a Direct PPA or, unless stated otherwise, simply PPA.

**Regional Transmission Operators or Independent System Operators (RTOs/ISOs)**: Independent, membership-based, not for profit organizations that ensure reliability and optimize supply and demand bids for wholesale electric power. Areas within RTOs/ISOs are considered to be Organized Wholesale Markets. RTOs and ISOs are often used interchangeably although there are small differences.

**Renewable Energy Certificates (RECs)**: A REC represents the clean energy attributes of 1 MWh of renewable electricity and conveys the environmental and social attributes of the generated electricity to customers.

**Request for Proposals (RFP)**:A solicitation process, often through competitive bidding, to obtain supplier proposals with the intent to contract for procurement.

**Retail Supplier**: A company which sells electricity to, and directly interacts with, retail customers. While this service is exclusively provided by monopoly utilities in most states, in states that have enacted retail choice markets suppliers need not be utility affiliated and, in fact, often compete with the incumbent utility. The term is most commonly used to describe non-utility suppliers in retail choice markets.

**Steering Committee**: Representatives selected by the [Group], representing [XX] participating entities, who assist [Lead] [Optional: and Consultant] with technical matters and project management.

**Virtual Power Purchase Agreement (VPPA)**: A financial agreement in which a customer agrees to pay a predetermined price for the generated electricity and, typically, the RECs from a renewable energy project. Instead of the customer receiving the electricity physically, the project owner sells the energy into the local organized wholesale market; for each MWh, the buyer then pays or receives the difference between the wholesale market revenue and the predetermined PPA price. Virtual PPAs are also known as Contracts for Differences, Synthetic PPAs, Financial PPAs, or Variable Priced REC purchases.

# 8. RFP Attachments

## Attachment 1: RFP Bid Sheet

## Attachment 2: Energy Use Data and Load Profiles

## Attachment 3: Sample PPA or Term Sheet