

## Introduction

This is a model guide for Requests for Proposals (RFP) for community-owned solar power in Vermont compiled by the Vermont Natural Resource Council.<sup>1</sup> Depending on the circumstance of the situation, you may need to send out a Request for Information (RFI) first.<sup>2</sup> It is a good idea to use an RFI when you have a lot of potential suppliers and/or you do not have the information you need about them. An RFI is different from an RFP because it is simply a request for information. An RFP is a specific request for proposals on a particular project. The RFP will likely request bidder to describe how they would design and/or finance a project.

An RFI and RFP can be part of the same process, or they can be two different processes. If you are sure of your goals, or the scope of the project you may not need to spend time developing an RFI and collecting the information. If you are unsure of the scope of your project, or if you do not fully understand the challenges and obstacles to community-owned solar in your area, you may want to opt to do an RFI first. Once you are comfortable with the costs, revenues, goals and scope of your project, then you will want to send out an RFP. Companies will then submit proposals that you can compare to be sure that you find the best deal possible.

### **The benefits of using a formal RFP are:<sup>3</sup>**

- You notify suppliers of your intention to possibly buy products or services.
- You make it clear that they are not the only one getting the information (then you simply would have given them a call...).
- You get a comprehensive, formal reply from the suppliers, which is easy to forward into your organization and also could have a legal validity.
- You show that you try to act without a prejudice or with a preferred supplier.

*Disclaimer: Please note that this example RFP is meant to serve as an example and a guide and may not completely reflect or encompass considerations you have for the particular project you are considering. In other words, personalize as you see fit!*

*NOTE: It is really important to ensure that your RFP is crafted in a way that garners you responses that can be more easily compared, apples to apples. We recommend that you be as specific as possible and ask for information in a specific format. Or, highlight your bottom lines, i.e. We want to retain the Renewable Energy Credits (attributes) for our project.*

There may also be a few things you should do before you send out a Request for Proposal. These are things you can explore during a request for information process, which is a little less formal and is a good way to get a sense of your options and to refine and personalize your RFP.

Please also note, it's important to cast a wide net when sending out an RFP. Some suggestions for getting your RFP out to as many potential solar installer partners as possible include, finding state-certified solar installers on the Vermont Small-Scale Renewable Energy Partnership Program (found here: <http://vtpartnership.wordpress.com/current-partners/> or email [vtpartnershipprogram@gmail.com](mailto:vtpartnershipprogram@gmail.com)) and ask them to send out. Also, ask Renewable Energy Vermont to send out your RFP out via email to their list of solar installers — email them at [info@revermont.org](mailto:info@revermont.org). You can also ask the Vermont League of Cities and Towns ([www.vlct.org](http://www.vlct.org)) and the Vermont Energy & Climate Action Network to distribute ([jmiller@vnrc.org](mailto:jmiller@vnrc.org)). You might want also want to work with your Regional Planning Commission to get the word out.

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<sup>1</sup> Learn more about the Vermont Natural Resources Council (VNRC) at [VNRC.org](http://VNRC.org).

<sup>2</sup> If you need a model RFI, contact Johanna Miller at [jmiller@vnrc.org](mailto:jmiller@vnrc.org) or stay tuned to [VECAN.net](http://VECAN.net) for all model documents.

<sup>3</sup> *Id.*

## **Pre-RFP Steps:**

### **1. Start with a Clear, Well-Defined Goal**

Why do you want to do this particular project? Is it because you have a goal to decrease your carbon footprint by decreasing your reliance on carbon-intense energy sources? Maybe it's to set a good example for other organizations like yours? Maybe it's to save money? It could be because you want to have a demonstration project or create local jobs. Goals and aspirations are important in relation to this project so that you can clearly communicate what you want, and be able to pick a bidder for the project that will meet those expectations.

When framing your goals, and ultimately when shaping your RFP, try to stay outcome oriented. Some RFP writers, especially those more familiar with the technical aspects of a solar array, can be too detail oriented in their description of possible project specifications. Staying outcome oriented provides the bidders with the flexibility and creativity to meet your goals in ways that you potentially can't think of yet. Additionally, outcome oriented goals allow your proposal reviewers the broad categorical standards with which to judge proposals.

However, information should be reported in a standard format that facilitates easy proposal review (and allows you to compare RFP responses in an apples to apples way). Requiring all respondents to report system performance in terms of kilowatt-hours (kWh) of electricity generated annually over the system's lifetime or in the number of kilowatts (kW) of installed solar capacity will make the local government's review of these proposals much more efficient. To further improve the simplicity and accuracy of the comparison-making process, respondents should be encouraged to use the same methods or tools to estimate system output. Finally, this "common metrics" standard should be applied to as much of the other information requested from respondents as possible (e.g., contractor experience, equipment specifications, emissions reductions, etc.).<sup>4</sup>

### **2. Early Involvement of a Broad Set of Stakeholders**

Purchasing a solar energy system or services requires the expertise of a number of internal stakeholders, not just those people who will be the ultimate decision makers in the bidding process. Especially depending on your goals, you may want to invite community members, solar developers, landowners, academics, and union members to participate in the pre-RFP process. Leaders from other communities who may have experience with a project like yours should be consulted early in the planning process. Meeting with stakeholders early can also allow potential opponents' concerns be raised early so that there can be adequate time to find compromises or solutions. Depending on the scope and size of the project, the process might be best served by holding a public community meeting to allow people to come and give ideas on how to make the project more successful.

Including stakeholders in the early stages of the RFP development process will enhance the success of the RFP that is finally issued. Local government staff with expertise in financial analysis will be required to advise on best practices for ensuring the proposals received will describe systems that are economically viable and that maximize your return on investment. Support from legal staff will be essential for ensuring the new solar RFP meets the requirements of applicable procurement laws and for the review of any PPA proposals. Because your processes, goals, and priorities will be unique to your project, this is not an exhaustive list of stakeholders. You should reach out to the various departments or levels of government, community groups, and organizations that may have interest to get help determining who should be included in the RFP development process.<sup>5</sup>

### **3. Consider Hiring a Consultant or Owner's Agent**

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<sup>4</sup> *Steps to a Successful Solar Request for Proposal (RFP)*, The Solar Foundation, Pg. 4 (October 10, 2012) available at [http://thesolarfoundation.org/sites/thesolarfoundation.org/files/TSE\\_Steps%20to%20Successful%20Solar%20RFP\\_Final.pdf](http://thesolarfoundation.org/sites/thesolarfoundation.org/files/TSE_Steps%20to%20Successful%20Solar%20RFP_Final.pdf).

<sup>5</sup> *Steps to a Successful Solar Request for Proposal (RFP)*, The Solar Foundation, Pg. 3 (October 10, 2012) available at [http://thesolarfoundation.org/sites/thesolarfoundation.org/files/TSE\\_Steps%20to%20Successful%20Solar%20RFP\\_Final.pdf](http://thesolarfoundation.org/sites/thesolarfoundation.org/files/TSE_Steps%20to%20Successful%20Solar%20RFP_Final.pdf).

In addition to getting input from members of your organization, and potentially hiring an attorney, you may want to consider hiring someone with more experience in the technical and legal aspects of your project. Given the complexity and the negotiations involved in solar procurement, many cities and towns have found it advantageous to hire a consultant or owner’s agent to guide them (and advocate for them) throughout the procurement process. It is probably best to find someone with experience in your particular project in Vermont. If there is no person who matches your geographic specifications, familiarity with the type of project is likely more important.

#### **4. Determine Your (Preferred) Ownership Structure**

In order to get the most efficient responses and to help streamline the RFP process, your organization should try as early as possible to determine your preferred ownership goals. Do you want to own the system outright? Might you lease the land? Do you want to do a power purchase agreement with a developer? In order to obtain the information you will need to determine which proposal is the best deal, you will need to provide the developers with an idea of your hoped for ownership structure. Ownership structures include — investor owned, customer owned, utility owned or a partnership between or among different players. Your structure will also likely be dependent upon whom you aim to be off takers in your project. Is it just for the municipality? Just individuals or homeowners? Or is it a project intended to serve a variety of partners including individuals and other big off-takers like the municipality or businesses?

#### **5. Conduct Site Assessments**

Due to the length of time some permitting processes take, you should find out early where you would like to have your project located. If you do not know, that is one of the reasons you would start with a Request for Information before you started the RFP process. You should provide potential respondents with as much information regarding relevant site characteristics as is technically or financially feasible. Such information can include aerial photography or topographic maps, facility energy load information, building plans, as well as shading, electrical, and structural analyses of the site. However, your ability to conduct some of these analyses may be limited by financial constraints or the availability of in-house expertise. In some cases, you may be able to pass some of these responsibilities (e.g., shading analyses) off to the respondent, who can recoup these costs in their bids or the PPA rates they offer. This is also something you can include in an RFI prior to sending out the RFP. If you decide to delegate some of these assessments to the installer or project developer, it is essential to ensure these respondents have easy and adequate site access to gather this information.

#### **6. Assess the Need to Get Permits for Construction and Siting**

Vermont prohibits any permitting requirements that create a barrier to developing solar resources, so permitting in Vermont can often be straightforward.<sup>6</sup> Flat roofs, for example, do not need permitting at all.<sup>7</sup> Municipalities may be allowed to require setbacks or screenings<sup>8</sup>, but it may not “prohibit or have the effect of prohibiting the installation of solar collectors.”<sup>9</sup>

Check out the siting and permit guidance regarding at [www.vecan.net/resources/solar-toolkit/](http://www.vecan.net/resources/solar-toolkit/) for tips on how you can help structure a project that builds community and public support, as well as get an overview of the likely permits your project may need. Developers also are aware of and required to secure all necessary permits, so asking them to articulate the needed permits in their response to your RFP is smart. Developers also almost always

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<sup>6</sup> 24 V.S.A. § 4413(g).

<sup>7</sup> 24 V.S.A. § 4413(g)(1).

<sup>8</sup> 24 V.S.A. § 4414(8)(A0(i)).

<sup>9</sup> 24 V.S.A. § 4413(g)(2).

navigate the permit process in Vermont and are very familiar with the process and laws. Working with an established developer is important.

**7. Gather your team of reviewers, and other experts, to be a part of the RFP review process.**

If you know that you are going to need an attorney or other professionals involved in creating the RFP and reviewing applications, you should search for them as close to the beginning of the process as possible. Legal advice can be very advantageous at all stages of the RFP creation and review. Lawyers can help make sure you are in compliance with all permitting and zoning requirements related to bigger projects, be sure that your process is competitive enough, and that you are in compliance with all environmental regulations. Similarly, the sooner you find application reviewers, the faster you can get them reviewing and selecting bids. They can help frame the process through which applications should be selected, but be careful for conflicts of interest by preventing substantive participation. Technical professionals may be helpful to review technical aspects of the RFP. But, if a developer or technical professional helps write the RFP, they should be disqualified from applying for or receiving the ultimate project award. Technical professionals should be made aware of this disqualification factor before they begin work on the RFP in the case that they would be interested in bidding for the work from the RFP.

It is also important to stress the importance of choosing a solar partner/installer that fit your community and your project well – and will serve you well. Renewable Energy Vermont, a non-profit, nonpartisan trade association, has overseen a "Partnership Program for photovoltaic and other renewable installers. This program ensures a baseline of standard performance and experience, as shown through a variety of criteria. Find information about some of these trusted partners here: <https://vtpartnership.wordpress.com/partners/>

Vermont has many companies that have provided great service to individuals and communities who have electrified individual and community solar systems and are now enjoying the benefits of solar power. While those installers participating in REV's Partnership Program are required to meet multiple environmental, financial and regulatory requirements – not all of them approach their projects the same - and some solar partners don't even participate in the Partnership Program. Finding a solar partner who is trusted and shares your values and approach to project development is important. That can come from requesting and checking references, word-of-mouth etc.

Finally, for a list of good questions to ask your installers when you seek multiple quotes, visit: <http://www.revermont.org/main/resources/how-to-be-an-informed-buyer/>

NOTE: Effective Fall 2015, REV's "Partnership Program" will be transitioning such that consumers may look at a table of solar installers in Vermont and review whether they have insurance, how long they have been in business, the types of certifications and licenses that the businesses employees hold, etc. This information will be made available at [www.revermont.org](http://www.revermont.org).

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## **Key elements to a successful RFP:**

### **1. Cost and Financial Requirements**

Cost estimates for the installation and operation of the system are, clearly, key. Ask respondents to provide:

1. Cost estimates for installation and maintenance of the array.
2. A description of the return on investment in the array over a period of not less than 25 years. (NOTE: To compare bidders in an apples-to-apples comparison, and to make it easier on you, make sure you clarify in the RFP the unit of measurement you want all bidders to use, such as 1) kWh, 2) kW or 3) MW)
3. Possible finance options for the installation and maintenance of the array. Finance options may include purchase through loan or bond, lease, power purchase agreement, or other arrangements. Respondents should be as specific as possible about terms of agreement.
4. Information about the value — and ownership of — the Renewable Energy Certificates, which are the property rights to the environmental, social, and other nonpower qualities of renewable electricity generation. RECs in Vermont, currently, offer a fairly significant cash value to the project. But, if a community or group sells the RECs to help offset the cost of a project, they can no longer accurately claim their solar project as renewable. That is a practical and philosophical question for many. Knowing the financial value with or without retaining local ownership of the RECs will likely be important. To do this, ask the bidder to offer two assessments — one whereby YOU own the RECs and one whereby THEY own the RECs. Request the bidder to calculate the annual net benefits and annual cash flow of the system based on these two scenarios

Respondents should also be required to submit documents that adequately and accurately demonstrate their financial capacity to cover any applicable up-front design and installation costs, any administrative or other costs associated with development, and any costs associated with recurring responsibilities, such as operations and maintenance. These financial capabilities can be certified through statements from financial institutions, business references, annual reports, credit ratings, or other documents deemed an acceptable substitute.

### **2. Provide Site Information**

Based on the work you do before you write and distribute the RFP, you should provide as much detailed site information as possible. You should provide contact information for someone who can let bidders on to the site or directions so that bidders may visit the site. It is important for the bidders to be able to visit the site to inform their bids to be sure they can understand the true parameters, take measurements, and help identify any other potential problems or challenges not identified in the pre-RFP process. If you are not sure of the ideal sites — or would like the bidder/developer to help you assess that — that is something you can request in the RFI or RFP.

### **3. Permitting and Interconnection Responsibility**

It is common practice for local governments to make the successful respondent fully and solely responsible for obtaining - and covering all costs associated with - any required permits (e.g., building, construction, electrical, plumbing, environmental, zoning, etc.) and utility interconnection agreements.<sup>10</sup>

### **4. Team Qualifications and Solar Project Experience**

Local governments should request that respondents submit information indicating their qualifications to undertake the project in question. Company profiles, lists of relevant state licenses and industry certifications, proof

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<sup>10</sup> *Steps to a Successful Solar Request for Proposal (RFP)*, The Solar Foundation, Pg. 6 (October 10, 2012) available at [http://thesolarfoundation.org/sites/thesolarfoundation.org/files/TSE\\_Steps%20to%20Successful%20Solar%20RFP\\_Final.pdf](http://thesolarfoundation.org/sites/thesolarfoundation.org/files/TSE_Steps%20to%20Successful%20Solar%20RFP_Final.pdf).

of insurance, bonding safety ratings, project team background and qualifications, business references, and any solar project experience (e.g., total number and capacity of systems installed, differentiated by installation type; experience with certain technology brands; experience with grid interconnection) will help procurement staff identify the most qualified candidate for the contract.<sup>11</sup>

## 5. Technical Specifications

This section should outline information on respondents' proposed technical approach and further information on the system equipment to be used. For a PV system, this can include information on module type (including brand name, model numbers, and technology), inverters (brand, type, and efficiency), monitoring and data acquisition systems, and balance of system components. However, in an effort to not be overly prescriptive, it is often advised that this section be completed by the respondent.<sup>12</sup>

## 6. Operations and Maintenance

Although solar is relatively operations and maintenance (O&M) free, the RFP developed by your procurement team should be cognizant of the operations and maintenance needs that do exist and either contract with the solar developer or another party to handle these responsibilities, or ensure that local government staff has the training and resources they need to perform this function internally. If your jurisdiction chooses the latter option, your solar RFP should specify that the successful respondent is responsible for either providing the relevant personnel with O&M manuals or onsite training, or both.

## 7. Performance Monitoring and Performance Guarantees

An essential component for ensuring that local governments or your group receive the product or service contracted through an outcome-based solar RFP is the monitoring of system performance. Such monitoring can accomplish a number of project goals besides merely ensuring system quality, such as tracking production for the purposes of calculating the number of renewable energy credits generated or demonstrating the benefits of the system to the community. At its most basic, system performance can be monitored through inverter kWh displays (for solar PV) or using flow meters and temperature sensors (for SWH). Similarly, given the relative predictability of solar PV output over time, it is not unreasonable to ask the respondent to provide some form of performance guarantee, or warranty, especially when entering into a power purchase agreement.<sup>13</sup>

## 8. Roof Integrity and Warranties

For rooftop SWH or photovoltaic (PV) installations, it is necessary to ensure that the building is structurally sound enough to support a solar energy system and that it will continue to be during the project's estimated useful lifetime. A general rule is to select only roofs that will not require replacement for at least 15 years. In addition, roofs should be generally south-facing, avoid excessive shading from vegetation or nearby buildings, remain within acceptable ranges for wind and snow loads, have enough space to support a solar energy system of the size desired, provide for easy and tasteful electrical or plumbing connection, and have no significant aesthetic concerns preventing installation.

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<sup>11</sup> *Steps to a Successful Solar Request for Proposal (RFP)*, The Solar Foundation, Pg. 6 (October 10, 2012) available at [http://thesolarfoundation.org/sites/thesolarfoundation.org/files/TSF\\_Steps%20to%20Successful%20Solar%20RFP\\_Final.pdf](http://thesolarfoundation.org/sites/thesolarfoundation.org/files/TSF_Steps%20to%20Successful%20Solar%20RFP_Final.pdf).

<sup>12</sup> *Steps to a Successful Solar Request for Proposal (RFP)*, The Solar Foundation, Pg. 6 (October 10, 2012) available at [http://thesolarfoundation.org/sites/thesolarfoundation.org/files/TSF\\_Steps%20to%20Successful%20Solar%20RFP\\_Final.pdf](http://thesolarfoundation.org/sites/thesolarfoundation.org/files/TSF_Steps%20to%20Successful%20Solar%20RFP_Final.pdf).

<sup>13</sup> *Steps to a Successful Solar Request for Proposal (RFP)*, The Solar Foundation, Pg. 6 (October 10, 2012) available at [http://thesolarfoundation.org/sites/thesolarfoundation.org/files/TSF\\_Steps%20to%20Successful%20Solar%20RFP\\_Final.pdf](http://thesolarfoundation.org/sites/thesolarfoundation.org/files/TSF_Steps%20to%20Successful%20Solar%20RFP_Final.pdf).



Respondents should also be required to ensure that the installation of rooftop solar energy systems will not adversely impact roof integrity or violate existing roof warranties. Contractors should be required to obtain written certification from the parties issuing or overseeing the roof warranty that the proposed solar installation will not nullify or void this warranty, or else provide their own warranty for the roof. The National Renewable Energy Laboratory developed the *SolOpt Optimization Tool* to assist installers and solar customers in calculating the optimal size for rooftop PV or SWH, available for download at [www4.eere.energy.gov/solar/sunshot/resource\\_center/resources/solopt\\_optimization\\_tool](http://www4.eere.energy.gov/solar/sunshot/resource_center/resources/solopt_optimization_tool).<sup>14</sup>

## **9. Establishing a Timeline: Milestones with Completion Dates**

To ensure the project proceeds as planned, respondents can be required to submit detailed project plans, listing major milestones and anticipated completion dates.<sup>28</sup> Such milestones might include: obtaining required permits, equipment purchasing, organizing project finance, commencement of construction/installation and system operation, and approval of interconnection requests.<sup>29</sup> Some local governments have placed a premium on the value of these milestones, making payment for the project contingent on the contractor's ability to successfully adhere to his or her proposed schedule.

## **10. Sourcing Locally: Equipment or Labor Origin Requirements and Community Benefits**

Do you want to secure local contractors and promote Vermont jobs? Jurisdictions wishing to stimulate a local solar market or ensure that as many of the project benefits as possible are retained in the area can include requirements that respondents use local materials and/or labor. Similarly, local governments can include requirements within the RFP directing respondents to identify and describe any community benefits associated with the project being proposed.

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<sup>14</sup> *Steps to a Successful Solar Request for Proposal (RFP)*, The Solar Foundation, Pg. 5 (October 10, 2012) available at [http://thesolarfoundation.org/sites/thesolarfoundation.org/files/TSE\\_Steps%20to%20Successful%20Solar%20RFP\\_Final.pdf](http://thesolarfoundation.org/sites/thesolarfoundation.org/files/TSE_Steps%20to%20Successful%20Solar%20RFP_Final.pdf).

**Request for Proposals For  
[Your Project Title]**

**KEY RFP DATES**

Request for Proposal (RFP) Issued: [Date]

Pre-proposal Meeting: [Date, Time, Location]

Request for Clarifications Due: [Date]

Proposals Due: [Date, Time, Location]

Proposals must be received at the following address:

[Your address]

Attention: [Person collecting proposals]

Or by electronic submission to:

[Someone's email, or a website submission tool].

All proposals must be made on the appropriate proposal forms as described in this RFP, properly executed, and placed in envelopes clearly marked and delivered or mailed to the above address. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at Bidder's risk. Late and incomplete proposals will not be considered.

[Your organization] reserves the right to reject any or all proposals, or any part thereof, waive informalities in any proposal, make the award in part or whole, and to make the award in the best interest of [your organization].

Electronic submission shall include [RFP title] in e-mail subject line.

Physical Submissions shall have [RFP title] on the outside of the envelope.

Submit one (1) original electronic copy of the Proposal (in PDF file format) to:

[Person]

[Person's email]

**Required Documents Checklist**

*This is a suggested list, but be sure to change this to make sure you get what you need to make the best educated competitive decision to meet your goals with this project.*

<b>Submission</b>	<b>Components</b>	<b>Optional/ Mandatory</b>	<b>RFP Section</b>	<b>Deadline</b>
Letter of Intent to Apply		Optional	[II]	April 2, 2012
Full Proposal Application	<ul style="list-style-type: none"> <li>• Project narrative (23 pages maximum in Adobe PDF format), consisting of:               <ul style="list-style-type: none"> <li>○ Title Page (1 page maximum)</li> <li>○ Proposer Identification (fill in form on [Pg. #])</li> <li>○ Project Overview (5 pages maximum)</li> <li>○ Business Plan (3 pages maximum)</li> <li>○ Qualifications and Resources (2 pages maximum)</li> <li>○ Work Plan (12 pages maximum)                   <ul style="list-style-type: none"> <li>- Including all Proposed Subcontractors</li> </ul> </li> </ul> </li> <li>• Milestones Table (no page limit, Microsoft Excel format)</li> <li>• Deliverables (2 page maximum, Microsoft Excel format)</li> <li>• Summary Slide (1 page maximum in Adobe PDF format)</li> <li>• Budget Justification (no page limit, Microsoft Excel format)</li> <li>• Environmental Impacts Questionnaire (no page limit, Adobe PDF format)</li> <li>• Other Sources Of Funding Disclosure (no page limit, Adobe PDF format)</li> <li>• Ineligibility Disclosure (2 pages maximum, Adobe PDF format)</li> <li>• Any Additional Information (no page limit, Adobe PDF format)</li> </ul>	Mandatory		5 PM ET, May 29, 2013
Proof of Insurance	Copies of proof of insurance for liability and worker's compensation, if applicable.	Mandatory		5 PM ET, May 29, 2013
Conflict of Interest Certificate	Typed or written answers to the Conflict of Interest Certificate on [Pg. #] of this application. Include signatures from any proposed subcontractors.	Mandatory		5 PM ET, May 29, 2013
Confidentiality Agreement	Typed or written answers to the Confidentiality Agreement on [Pg. #] of this application. Include signatures from any proposed subcontractors.	Mandatory		5 PM ET, May 29, 2013
Customer References	Contact information for [ up to three] customers.	Mandatory		5 PM ET, May 29, 2013
[Relevant Professional	[If you are seeking engineers, you may want proof of certification. If you want solar installers, they should be	Mandatory		5 PM ET, May 29,

Certification]	NABCEP <sup>15</sup> certified.]			2013
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### Section One: Opportunity Description

**1. Overview of [Your Organization]**

- a. Briefly describe your organization, and how you got involved in solar.
- b. What is your history?
- c. What is your mission?
- d. How are you funded?
- e. Is there anything unique about you that bidders should know?

**2. Overview of [The Project]**

- a. Briefly state what you are looking for in an ideal proposal.
- b. Any mandatory requirements for proposals to meet
  - i. This allows people to know upfront whether they meet required criteria.

**3. Project Background**

- a. How much funding does the project already have?
- b. What are the expected funding sources?
- c. Which organizations are already working on the project?
- d. What is the project’s history?

**4. Project Goals/ Objectives**

- a. Why are you doing this project?
- b. What do you want it to be when it is done?
- c. Areas specifically *not* of interest
- d. Project performance targets

**5. Scope of [The Project]**

- a. Desired approximate capacity of the program is [1 MW AC]
- b. [Your organization] will purchase the full output of power produced by the photovoltaic solar facility and all associated renewable and environmental attributes, emissions reductions, credits, offsets, allowances or benefits, including but not limited to renewable energy credits (RECs), but exclusive of any tax credit associated with the ownership or operation of such facility.
- c. [Your organization] invites information from all potential respondents who are able to meet the following requirements:
  - i. Build and finance the desired facility and provide a complete turnkey community-owned solar program as further described herein (finance, construction, marketing, sales, bill crediting, administration, operations and maintenance).
  - ii. Provide automated, ongoing on-bill credits integrate with [Your organization]’s billing system for customer credits.
  - iii. Locate facilities within the certificated service territory of [Your organization] and interconnect with [Your organization]’s distribution system.
  - iv. Achieve commercial operation by [Date].

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<sup>15</sup> <http://www.nabcep.org/>

- v. Operate and maintain the facility and community-owned solar program for the life of the facility.
- vi. Have developed and administrated a community-owned solar program with a nameplate capacity of at least 500 kW.

[Your organization] will enter into negotiations for a Power Purchase Agreement (PPA) with the chosen bidder. Renewable energy and REC sales may not begin prior to the date that [your organization] has approved the executed PPA related to the facility(s). Any facilities selected under this RFP must be completed by [Date]. In general, an earlier commercial operation date is preferred. All proposed transactions submitted pursuant to this RFP must include renewable energy, any RECs and all other environmental attributes of the generating facility, as set out above.

## 6. Definitions

- a. You can provide some of the most important definitions if they can help applicants understand your expectations better. If the list of definitions is going to be very long, you may want to break it up and put the definitions in a glossary at the end of the RFP.<sup>16</sup>

### *Suggested Terms:*

- a. Accredited Investor
- b. Business Model
- c. Community Solar
- d. Co-operative Business Model
- e. Insurance
- f. Interconnection Agreement
- g. Investment Tax Credit (ITC)
- h. Municipally Owned
- i. Net Metering
- j. Operations, Maintenance and Monitoring
- k. Permitting
- l. Power purchase agreement (PPA)
- m. Renewable Energy Credits (RECs, carbon offsets, or green tags)
- n. Sale/Leaseback Financing
- o. Siting
- p. Sun Path Charts
- q. Tilt Angle

## 7. Frequently Asked Questions

- a. You may want to answer questions you can already expect.

## 8. Request for Clarification

- a. Firms requesting clarification pertaining to this RFP should submit all initial requests by [Deadline], to [Person (Contracting Officer)] at [Phone number/ email]. [Person] will be available for field inspections by proposers after the RFP is issued and before it is due back to [Your Organization].

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<sup>16</sup> For more glossary terms, see Pg. 56 of *Purchasing Power: Best Practices Guide to Collaborative Solar Procurement* by World Resources Institute and Joint Venture: Silicon Valley Network, available at <http://www.wri.org/publication/purchasing-power>

## 9. Project Evaluation Criteria

[Your organization] may make an award for reasons other than the lowest price offered. The following general criteria are defined to provide guidance to all respondents, but are not an exhaustive list of criteria that will be used in selection of a proposal. The criteria will be judged on a scale of responsiveness and appropriateness for this project.

*Several selection criteria are offered here, but you should select those that best meet your organization's goals*

- Complete, Timely Submitted Application
- Community-owned solar: Respondents must demonstrate prior successful community-owned solar program experience and provide a turnkey solution.<sup>17</sup>
- Cost: Preference will be given to respondents able to provide renewable energy and RECs to [Your organization] at the lowest possible cost.
- Location: Preference will be given to respondents willing to work with [Your organization] in determining the facility location. [Or maybe, they must be willing to accept a pre-set location].
- Sales and Marketing: Preference will be given to respondents who have demonstrated the ability to sell and market the community-owned solar program to [your organizations]'s customers/members without significant involvement from [your organization].
- Roof Integrity and Warranties<sup>18</sup>
- Financial Requirements
- Permitting and Interconnection Responsibility
- Technical Qualifications and/or Solar Project Experience
- Technical Specifications
- Operations and Maintenance
- Performance Monitoring
- Milestones with Completion Dates
- Equipment or Labor Origin Requirements/ Community Benefits

*Include a table to show the different value of different requirements and qualifications, so respondents not only know how the project is being chosen, but they can prioritize their efforts to meet the areas that are most important to your organization.*

*Update this table to include whatever criteria you will use, and give it the appropriate weight to match your goals.*

	Available Points	Rating	Points Received
Approach and Schedule			
Qualifications and Experience			
Personnel Qualifications and Availability			
Project Understanding			
Local Knowledge and Experience			
Relevant Specific Knowledge and Experience			
Energy and Environmental Experience			
Leveraging Project Educational Value			
Ability to Contribute to Local Economic			

<sup>17</sup> *Sample Community Solar RFP*, Clean Energy Collective, Pg.2, available at <http://www.easycleanenergy.com/docs/SampleUtilityCommunitySolarRFP.pdf>.

<sup>18</sup> *Steps to a Successful Solar Request for Proposal (RFP)*, The Solar Foundation, Pg. 8.

Development			
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Table Source: *Steps to a Successful Solar Request for Proposal (RFP)*, The Solar Foundation, Pg. 9

*When deciding how to pick a rating, provide a table that describes how well the candidate met the requirement. This will show reviewers and bidders how each category will be valued.*

Weighting	Description
0%	<b>Unacceptable</b> – The Bidder did not address this criterion.
20-40%	<b>Not Advantageous</b> – The Bidder addressed the criterion minimally. The detail was insufficient and/or demonstrated little understanding for the subject.
41-60%	<b>Advantageous</b> – The Bidder addressed the criterion adequately, ranging from some capability to basic capability for the subject. Information provided was either inconsistent or was missing critical detail where needed.
61-80%	<b>Highly Advantageous</b> – The Bidder addressed the criterion well, had a thorough understanding of the subject and provided a solid presentation of the information requested in the category and its subsections.
100%	<b>Superior</b> – The Bidder addressed the criterion thoroughly, exhibited a superior understanding the topic and the information supplied demonstrated an outstanding capability in this area.

Table Source: *Steps to a Successful Solar Request for Proposal (RFP)*, The Solar Foundation, Pg. 9

**What’s next?**

[Your organization] will be reviewing applications [date – date]. The team of reviewers includes [people]. They will use the above listed criteria to choose [a number] of applications to come propose their projects and be interviewed. Then, the reviewers will meet [on date] to pick the winning bid. [Your organization] hopes to select a winning bid by [date]. This schedule is subject to change.

**10. Rights Reserved**

[Your Organization] reserves the right to:<sup>19</sup>

1. Reject any or all bids;
2. Select one or more bid(s) deemed most advantageous to [Your Organization], and enter into negotiations with Proposers;
3. Dispose of property as it chooses, including, but not limited to, public sale;
4. Verify all information submitted in the bids;
5. Withdraw this solicitation at any time with no obligation to negotiate or enter into any form or type of Agreement, with any Respondent;
6. Negotiate one or more Ground Lease Agreement(s), if applicable and based on submitted bids, with one or more Respondent(s) as necessary to serve [Your Organization]’s best interests;
7. Supplement, amend, modify, or cancel the RFP;
8. Extend the times and dates set forth the RFP;
9. Issue additional and subsequent RFPs and to conduct further investigations with respect to the qualifications of a Respondent;

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<sup>19</sup> *The City Of Truth Or Consequences New Mexico Request For Proposals For Engineering, Procurement, And Construction Of A 1 To 2 Mw Solar Generation Facility Within City Limits*, Truth or Consequences, New Mexico, Pg. 7, available at [http://www.torcnm.org/downloads/RFP-Solar%20Generation%20Facility%20\(Final\)%202012-13.pdf](http://www.torcnm.org/downloads/RFP-Solar%20Generation%20Facility%20(Final)%202012-13.pdf)

10. Amend any type of Agreement(s) resulting from this RFP to incorporate necessary attachments and exhibits or to reflect negotiations between [Your Organization] and the successful Respondent(s), and
11. Negotiate alternate arrangements for the solar plant purchase and construction after selection of the most responsive bidder.

This RFP does not commit [Your organization] to enter into a contract, nor does it obligate [Your organization] to pay for any costs incurred in preparation and submission of information or in anticipation of a contract. [Your organization] reserves the right to modify or withdraw this RFP, to request additional information, to negotiate with respondents to resolve technical or contractual specifications, and/or to reject any or all responses and to terminate contract development at any time.



**Section Two:**

**Application for [Project Title]**

**[Optional] Letter of Intent to Apply**

This [Optional] Letter of Intent to Apply must include all signatures necessary to approve and submit the respondent’s proposal by a representative having the authority to contractually commit the respondent for respondent’s offer provided in the proposal and be dated no later than [Date].

Additionally, the cover letter must include the following declaration:

“[Insert legal name of respondent] (the Respondent) hereby acknowledges receipt of [Your organization]’s Request for Proposal for [Project Title] issued on [Date] (the RFP) and acknowledges that it has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP. Additionally, the Respondent hereby makes the following representations to [Your organization]:

- a. All of the statements and representations made in this proposal are true to the best of the Respondent’s knowledge and belief.
- b. The Respondent has obtained all necessary authorizations and approvals that will enable the Respondent to commit to the terms provided in this proposal.
- c. This proposal is a firm and binding offer, for a period of [a number of days] days from the date hereof.”

[Insert legal name of respondent]  
Representatives having legal authority to contractually commit Respondent company:

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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### **Full Proposal Application**

Project narrative (23 pages maximum in Adobe PDF format), consisting of:

- Title Page (1 page maximum)
- Proposer Identification (fill in form on Pg. [#])
- Project Overview (# pages maximum)
  - Summarize the highlights of the proposal, key features and distinguishing points of the proposal, as well as any unique problems perceived by the Installer and proposed solutions.
  - Timeline: Provide an expected timeline for the average customer under the Program to guide the community and the customer expectations.
  - Marketing Strategy: Outline a marketing plan that describes methods to motivate community-driven solar PV installations. Describe ways in which a joint marketing strategy between the community and the Installer plans to expand the number of solar PV projects within the community. Include ideas by which community outreach can be leveraged to generate leads more likely to move forward. Identify any potential community partners that may be able to assist in deploying or enhancing the marketing strategy.
  - Geographic Proximity: Provide a plan to address the Installer's geographic proximity to the targeted Green Community and how this will shape the services provided.<sup>20</sup>
- Business Plan (3 pages maximum)
- Qualifications and Resources (2 pages maximum)
- Work Plan (12 pages maximum)
  - Including a list and qualifications for the entire Proposal Team
  - Program Plan: Provide a plan for implementation, describing the proposing Installer's ability to provide solar PV installation services to [Your organization] during the Program period. Specifically, the proposal should describe the Installer's ability to provide [timely customer service, site assessments, rebate application submissions, installation services, and REC aggregation]. Please elaborate on the specific process for [customer leads, method for screening sites, and an installation schedule for tiered levels of solar PV capacity]. Include an estimate of the number of [small-scale solar PV] projects the Proposed Team can complete on a [monthly] basis. Describe a quality assurance process for [the solar PV installations] and outline the process for managing any permits, inspections and the interconnection process with the local utility. Finally, outline how the quality of the proposed equipment and installation process will be explained to the customer.
- Proposed Milestones Table (no page limit, Microsoft Excel format)
- Deliverables (2 page maximum, Microsoft Excel format)
- Operations and Maintenance Plan
- Including secured funding sources for the plan. A brief summary of the O&M providers' relevant experience should be included.
- Financial Summary (no page limit, PDF and Microsoft Excel format)

Any Additional Information (no page limit, Adobe PDF format)

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<sup>20</sup> Request for Proposals for Installers of Small-Scale Solar Photovoltaic Systems, Solarize Massachusetts, Pg. 9-10 available at <http://www.masscec.com/solicitations/solarize-massachusetts-2012-rfp-installers>.

### **Bidder Identification**

**The respondent should provide the following information:**<sup>21</sup>

1. Primary and alternative contact information including contact name(s) and title(s), mailing address(s), phone number(s), and email address(s).
2. A brief profile of the respondent's company and its ownership structure.
3. A description of community-owned solar generating facilities (including location, utility and nameplate capacities) that are owned and/or operated by the respondent and currently in service or under construction.
4. A list of utilities that the respondent has provided community-owned solar solutions for or in partnership with, noting any utility branded programs.
5. Other information deemed appropriate by the respondent.

**Proposal Team Experience:**

1. Identify all members of the project team, including, but not limited to, partners assisting in project financing, customer service, outreach, project installations, and REC aggregation or brokerage. Include an organization chart outlining the various key individuals and partners, a description and location of each, and attach résumés and copies of any licenses, if applicable, of all key individuals on the project. Installers are welcome to partner, but one Installer must be the lead company on the proposal. Proposals must include the following:
  - a. Description of the applying Installer, including company size, financial stability, location, capacity for work, and access to various supply chains. Highlight relevant experience, skills and capabilities necessary to undertake this Program, including, but not limited to, demonstrated experience through the complete installation of a minimum of [number] solar PV installations in Vermont.

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<sup>21</sup> *Sample Community Solar RFP*, Clean Energy Collective, Pg.5, available at <http://www.easycleanenergy.com/docs/SampleUtilityCommunitySolarRFP.pdf>.

## Financial Summary

A commercial evaluation of information will be performed to ensure that respondent has adequate and pertinent experience, financial resources, and qualifications to develop and operate the proposed community-owned solar program and generating facility. Additionally, the project schedule will be examined to ensure that it is well defined, realistic, and achievable. Information found technically and commercially viable will be eligible for economic review by [Your organization]. The purpose of the economic review will be to determine the relative costs of the power and attributes.<sup>22</sup>

The respondent must provide:<sup>23</sup>

1. A description of who will own the facility in the near and long-term, specifically noting participation of [Your organization] customer/member's interest in the array (ownership, etc.).
2. An estimated cost per watt price for [Your organization] customer/members to participate in the program (including any incentives and who will take such incentives, the customer/member's up-front and net price and any future customer/member costs), their projected yearly return, payback period and any inflation assumptions made for the same.
3. Respondent must provide a price for the purchase of the energy and RECs (and all other environmental attributes) in \$/MWh (AC) units and the proposed term of the contract. If the respondent includes an escalator, respondent must include suggested language for incorporating that escalator into the Power Purchase Agreement language.
4. Bid pricing must include all costs for which bidder intends to seek compensation from [Your organization].
5. Samples of the respondent's community-owned solar marketing materials that have been used for the marketing of previous successful programs.
6. Confirmation that respondent has legal and tax memos, prepared by reputable firm(s), detailing the respondent's solution and its compliance with tax, ownership and securities laws, which shall be made available to [Your organization] [at [Your organization]'s request (not necessary to submit at this time)].

### **Financing Plan:**

Respondent must provide a detailed description of the financing plan for the project to support the commercial operation date of the facility. Respondent must include the anticipated source(s) of construction and term financing. Respondent should:

1. If applicable, describe how the Federal Investment Tax Credit ("ITC") established pursuant to the U.S. Internal Revenue Code would apply to the generating facility included in the proposal and [Your organization] customers/members.
2. Describe any other awards, contracts, special tax treatment or credits, loan guarantees or other subsidies that are or may be sought in connection with the generating facility(s).
3. Describe any subsidies, identify any critical schedule deadlines, and indicate the anticipated likelihood of the respondent and/or the generating facility(s) receiving such subsidies.
4. Explicitly identify the economic and other impacts to the generating facility(s) and the community-owned solar program in the event that a subsidy is not received.

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<sup>22</sup> *Sample Community Solar RFP*, Clean Energy Collective, Pg. 7-8, available at <http://www.easycleanenergy.com/docs/SampleUtilityCommunitySolarRFP.pdf>.

<sup>23</sup> *Sample Community Solar RFP*, Clean Energy Collective, Pg. 5-6, available at <http://www.easycleanenergy.com/docs/SampleUtilityCommunitySolarRFP.pdf>.

**Pricing Proposal**<sup>24</sup>

**Primary Point of Contact**

<b>Installer Company Name</b>	<b>Contact Name</b>
<b>Contact Email</b>	<b>Contact Phone Number</b>

**Proposed Equipment**

List proposed equipment for the typical solar PV installation. If more than one variety of equipment might be used, please include it below. Per MassCEC’s discretion, the selected Installer may have flexibility in altering the installed equipment.

<b>Major Component</b>	<b>Manufacturer</b>	<b>Model Number</b>
<i>Inverter(s)</i>		
<i>PV Modules</i>		
<i>Mounting System</i>		
<i>Production Meter</i>		
<i>Data Acquisition System (if applicable)</i>		

**Tiered Pricing Proposals**

	<b>1kW-25kW</b>	<b>&gt;25kW-50kW</b>	<b>&gt;50kW-150kW</b>	<b>&gt;150kW-250kW</b>	<b>&gt;250kW+</b>
<b>Purchased Price (\$/W)</b>					
<b>Lease/PPA Price (\$/kWh)<sup>2</sup></b>					
<b>Details on Lease/PPA Pricing Model</b>	Explain any variations on the Lease/PPA model that will be provided. Outline the maximum range for pricing escalators that will be present in contracts.				

<sup>24</sup> Request for Proposals for Installers of Small-Scale Solar Photovoltaic Systems, Solarize Massachusetts, Attachment B, available at <http://www.masscec.com/solicitations/solarize-massachusetts-2012-rfp-installers>.

- Installer should include a template Purchase contract as well as a template Lease/PPA contract in the proposal for review.
- If a lease is offered, convert the payment to a \$/kWh price. All Lease/PPA Prices should assume \$0 down upfront.

**Increased Pricing Factors**

Outline below any additional costs that may increase the tiered pricing proposal above. Identify a maximum price increase for projects under the Program.

<b>Factors</b>	<b>Increased Cost (\$/W)</b>	<b>Increased Cost (\$/kWh)</b>	<b>Description of Work</b>
<p><b>Site Specific</b> May include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Multiple roof arrays</li> <li>• Tilt racking</li> <li>• Standing seam metal roof</li> <li>• Flat roof</li> <li>• Pole or ground mounted system</li> <li>• Tree removal</li> </ul>			
<p>Structural May include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Reinforcing rafters</li> </ul>			
<p>Electrical May include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Electrical panel upgrade</li> <li>• Electrical subpanel</li> <li>• Meter Upgrade/change</li> <li>• Interior conduit run</li> </ul>			
<p>Monitoring (if applicable)</p>			
<p>Extended Warranty (if applicable)</p>			

Maintenance (if applicable)			
Other May include, but is not limited to: • Additional cost micro-inverters • Steep roof / tall roof (define)			
<b>Total Additional Cost</b>			

**Budget Proposal**<sup>25</sup>

*This is another more simple option:*

Proposed activity	Cost paid by Proposer	Cost paid by partners	Contract request	Total cost for activity
<b>TOTAL</b>				

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<sup>25</sup> Request for Proposals For Private-Sector Partnerships to Finance Community-Supported Solar Electric Systems on Public Facilities, Portland Bureau of Planning and Sustainability, Page 9.



**Conflict of Interest Certificate [for government RFPs]**<sup>26</sup>

*You may want to check if your town, county, or municipality has a conflict of interest policy or requirements for employees at the municipal level that is in addition to the state conflict of interest policy.*<sup>27</sup>

Bidder must execute this form, if applicable.

Failure to submit this form, if applicable, may result in rejection of this bid.

It is the general policy of the State of Vermont that no one will be employed in the same department, institution, or organizational unit that employs his/her relative. In addition, it is the general policy of the State that no one will be employed in the same department, institution, or organizational unit as a person with whom he/she resides, or the relative of a person with whom he/she resides. It is important to note that the definition of “relative,” for the purposes of this Policy, includes spouses, civil union partners, and domestic partners, in addition to the other familial relationships listed in the definition.

This Policy applies to all employment decisions including, but not limited to, those concerning new hires, promotions, demotions, transfers within State government, and changes in categories of employment (such as moving from temporary employment into the classified service). Hiring managers must ask prospective applicants for employment or appointment if they have any relatives, a civil union partner, a domestic partner, other person with whom they reside, or relative of any of the foregoing currently working for the State of Vermont.

I hereby certify that the following named official(s) and employee(s) having material financial interest(s) in this company have filed for a Conflict of Interest waiver with the Commissioner of the Vermont Department of Human Resources, prior to bid opening.<sup>28</sup>

Kate G. Duffy, Commissioner  
110 State Street  
Montpelier, VT 05620-3001  
(802) 828-3491

\_\_\_\_\_  
Name Title or Position

\_\_\_\_\_  
Date of Filing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

<sup>26</sup> *Conflicts Of Interest Arising From Employment*, Vermont Department of Human Resources, January 23, 2013, available at <http://humanresources.vermont.gov/sites/dhr/files/Documents/Policy%20Manual/Number%205.2%20-%20CONFLICTS%20OF%20INTEREST%20ARISING%20FROM%20EMPLOYMENT.pdf>

<sup>27</sup> Towns may adopt their own Conflict of Interest regulations, which is allowed by 24 V.S.A. § 1984 (1999).

<sup>28</sup> Visit [http://humanresources.vermont.gov/policy/labor\\_relations/conflict\\_of\\_interest\\_and nepotism](http://humanresources.vermont.gov/policy/labor_relations/conflict_of_interest_and nepotism) to file a waiver of conflict of interest.

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Name of Certifying Official

Business Address (type or print):

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City, State, Zip Code

**Confidentiality Agreement**<sup>29</sup>

This Agreement is made as of \_\_\_\_\_, by and between [your organization] and [bidding organization] \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, (the "Company") and [your organization], having its principal place of business at [your address], referred to collectively as "Parties", and individually as "Party."

WHEREAS, the Parties are currently exploring a transaction (the "Transaction") relating to [the project for which this RFP is being written]\_\_\_\_\_. In the course of these discussions, the Parties may exchange information and data which is confidentiality and proprietary, and in such event the Parties agree that such Confidential Information shall be governed by this Confidentiality Agreement.

THEREFORE, in consideration of the receipt by the Parties from each other of such Confidential Information for their mutual benefit in connection with the Transaction, and the mutual covenants contained herein, the Parties hereby agree as follows:

(1) "Confidential Information" shall mean all technical, economic, business, engineering or descriptive information, data, or other documents relating to the "Transaction," which one Party (the "Disclosing Party") discloses to the other Party (the "Receiving Party") in documentary form marked as confidential, or which a Party discloses orally, identifies as being confidential, or at the time of disclosure and then promptly confirms in writing to the other Party as being confidential, except any portion of such Confidential Information which: (i) at the time of disclosure is generally available to the public (other than as a result of a disclosure by any Party in violation of this Agreement); (ii) was available to any Party on a non-confidential basis from a source other than the Party hereto providing the Confidential Information, provided that such source is not and was not known by the Receiving Party to be bound by a confidentiality agreement that was applicable to the Confidential Information; or (iii) has been independently acquired or developed by any Party without violating any of its obligations under this Agreement.

(2) Regardless of whether the Transaction is consummated, during the period for which the obligations set forth in this Agreement are in effect, the Parties will keep such Confidential Information confidential and subject to the terms of this Agreement.

(3) Recipient shall employ all reasonable efforts to maintain the Information received hereunder secret and confidential. Recipient shall not use such Information for any purpose other than that set forth in Paragraph 1 above without prior approval of the disclosing party.

(4) No Receiving Party shall itself, or permit its employees or agents at any time to, use, reveal, report, publish, transfer or otherwise disclose to any person, corporation or other entity any of the Confidential Information without the prior written consent of the Disclosing Party providing the Confidential Information, except a Receiving Party may distribute the information, subject to any specific measures directed against such disclosure in Paragraph 3, to officers, employees or consultants of the Receiving Party who have a need for such information for purposes of evaluating the Transaction, provided that any disclosure by such officers, employees or consultants in

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<sup>29</sup> This Confidentiality Agreement is based off the example from JEA utility in Jacksonville, FL. You can view the entire RFP, and the confidentiality agreement at [http://apps3.eere.energy.gov/greenpower/financial/pdfs/0308\\_jea\\_rfp.pdf](http://apps3.eere.energy.gov/greenpower/financial/pdfs/0308_jea_rfp.pdf).

violation of the provisions of this Confidentiality Agreement shall be a breach of this Confidentiality Agreement by the Receiving Party.

(5) (a) If [your organization] is requested or required or becomes legally compelled (by deposition, interrogatories, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, [your organization] shall provide COMPANY with prompt notice of such request(s) so that COMPANY may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement.

The Parties further agree that if, in the absence of a protective order or other remedy not obtained, or that COMPANY waives compliance with the terms hereof, [your organization] agrees to provide only that limited portion of the information that it is advised by written opinion of counsel is legally required and to exercise its best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

[If you are a government entity:]

(b) The Parties acknowledge that [your organization] is a body politic and corporate that is subject to Vermont's "Public Records Law" found in Title 1, Chapter 5, Subchapter 3 of Vermont Statutes Annotated (1 V.S.A. §§ 315-320).<sup>30</sup> If a request is made to view Information, [your organization] will notify COMPANY of such request and the date that such records will be released to the requester unless COMPANY obtains a court order enjoining such disclosure. If COMPANY fails to obtain that court order enjoining disclosure, [your organization] will release the requested information on the date specified. Such release shall be deemed to be made with COMPANY's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property.

(c) Upon a Party's request, the other Party shall return all Returnable Confidential Information (as hereinafter defined) of the requesting Party, except for that portion of such Returnable Confidential Information that may be found in analyses prepared by, or for, the returning Party (collectively, "Analyses"), and the returning Party and its Representatives shall not retain any copies of such Returnable Confidential Information. The portion of Returnable Confidential Information that may be found in Analyses prepared by, or for, the returning Party, and any Returnable Confidential Information furnished by the Requesting Party not so requested or returned, will be held by the returning Party and kept subject to the terms of this Agreement or destroyed. For purposes hereof, the term "Returnable Confidential Information" means: (i) written Confidential Information that is marked by the disclosing Party "Confidential - Subject to Confidentiality Agreement." Such legend shall be stamped on the first page and on each succeeding page which contains Confidential Information subject to this Agreement and (ii) oral Confidential Information that is indicated by the disclosing Party at the time of disclosure, by providing to the receiving Party a written statement identifying the date and nature of the disclosure, the persons present when the disclosure was made, and is marked with the written statement "Confidential - Subject to Confidentiality Agreement."

(6) Nothing contained herein shall eliminate the Receiving Party's right to use: (i) any information disclosed to it by a third party so long as the Receiving Party does not know or have reason to know if such third party acquired that information directly or indirectly from the Disclosing Party; or (ii) any information developed by employees or agents of the Receiving Party without any direct or indirect use of or reliance upon the Confidential Information.

(7) The Parties' obligations concerning non-disclosure and use of Confidential Information contained in this Agreement shall continue for two years from the date of each disclosure, and then terminate.

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<sup>30</sup> The law states that "[A]ny agency, board, department, commission, committee, branch, instrumentality, or authority of the state or any agency, board, committee, department, branch, instrumentality, commission, or authority of any political subdivision of the state" is obligated to provide access to public records for inspection and copying unless the records are exempt by law from public access. 1 V.S.A. §§ 315-320. For more information visit <http://vermont-archives.org/records/handbook/pdf/PublicRecordsLaw.pdf>.

(8) The Parties agree that in the event of a breach of this Confidentiality Agreement, the Disclosing Party providing the Confidential Information shall be entitled to equitable relief, including injunction and specific performance, in addition to all other remedies available at law or equity.

(9) This Confidentiality Agreement shall be interpreted, governed and construed under the law of the State of Florida.

(10) This Confidentiality Agreement shall in no way be construed to establish any relationship between COMPANY and [your organization] with respect to the Transaction that is the subject of this Confidentiality Agreement.

(11) This Agreement sets forth the full and complete understanding of the Parties to this Confidentiality Agreement and there are no other representations, covenants or agreements, expressed or implied, other than those expressly set forth herein. No amendments or modifications hereof shall be valid unless evidenced in writing and executed on behalf of both of the Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Confidentiality Agreement as of the date first written above.

INSERT COMPANY’S NAME

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

[Your Organization]  
By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Model Final Agreement Template**

*This is a model agreement that can be used for the bidder awarded this project. It comes from the “Request for Proposals For Private-Sector Partnerships to Finance Community-Supported Solar Electric Systems on Public Facilities”, Portland Bureau of Planning and Sustainability, Exhibit F.*

This agreement contains the terms and conditions of a contract issued by [Your organization] to \_\_\_\_\_ (“Awardee”). [Your organization] and Awardee are referred to together as the “parties.” Work performed under this contract agreement is funded with funds appropriated through [funding sources].

By signing the “agreement,” the Awardee agrees to the reporting requirements outlined below.

**RECITALS:**

1. Awardee has submitted a proposal to [Your organization] in response to the RFP for [RFP Title] (the “Contract”) for a project to occur at \_\_\_\_\_ (the “Project”).
2. BPS has reviewed and evaluated the proposal and determined that the Project is eligible for funding.
3. Awardee has agreed to complete performance of the whole project proposal as described in the Awardee’s application.

4. Awardee has agreed that if Awardee fails to perform its obligations under this agreement, Awardee will reimburse [Your organization] for any funds disbursed under this agreement to the Awardee.

**TERMS AND CONDITIONS:**

- 1) **CONTRACT AWARD, AMOUNT, AND USE** [Your organization] agrees to pay Awardee \$ \_\_\_\_\_ (“Total Contract Amount”) to provide financial assistance to Awardee in its’ role [as a community solar partner]. Contract funding will be awarded to partially fund Awardee’s expenses incurred to implement the Project, including but not be limited to: design and development of a community solar program model, such as legal, tax and accounting review, marketing and administration. Awardee shall use the Contract funds for executing the above tasks necessary for the successful delivery of the Project.
- 2) **2) VERIFICATION AND PAYMENT** Payment of \$ \_\_\_\_\_ will be made by BPS to Awardee after this contract agreement has been signed (*negotiable based on accepted project proposal*).

Awardee will submit monthly status reports to BPS until funds are fully spent. After funds are fully spent, a Final Project Report (the “Final Report”) summarizing project progress and costs incurred will be submitted to [Your organization] by [date].

- 3) **SITE VISITS** During the terms of this Contract, Awardee authorizes [Your organization] to conduct periodic site visits to examine, inspect and collect data on the project coordination by the Awardee. [Your organization] will conduct such site visits only after providing reasonable notice to the Awardee. Site visits will occur only during the hours between 8:00 a.m. until 6:00 p.m., Monday through Friday, unless otherwise mutually agreed by the parties. Awardee shall also allow for site visits throughout the first year (or longer as agreed upon by the parties) of occupancy to accommodate for monitoring and verification by the DOE, BPS or a designated party. The frequency and the level of site visits will be determined by the Contract Manager. Notwithstanding such site visits or lack thereof, Awardee shall remain fully responsible for complying with all terms and conditions of this agreement.
- 4) **PUBLICITY** Awardee will allow [Your organization] to collect and publish information about the Project performance, including but not limited to interviews with Awardee and Project participants such as the Project coordinator and volunteers. [Your organization] may photograph and videotape work regarding the execution of the project. Any publicity shall indicate that the project was [funded] from [Your organization] through funds provided by [the U.S. Department of Energy]. [Your organization] may include information regarding the Project in periodic public reports.

**The Awardee authorizes BPS to use the Awardee’s name and the Project’s address in developing and distributing marketing Community Solar Project.**

**Awardee’s Signature:**

**Date:** \_\_\_\_\_

- 5) **PROJECT UPDATES** Awardee shall make itself available for regular project update meetings with the BPS project team. Project meetings shall include the current phase or status of the project and identify any changes from the initial proposal including change of scheduling and or changes to measures of success of project delivery.
- 6) **MONITORING AND VERIFICATION** BPS may also collect data about the costs associated with the project, number of outreach events, attendance at events, and project results. Awardee will make available

any necessary solar educational workshop events, and installation data needed for the verification of project success.

- 7) **TERM** This agreement is effective upon the date of the last signature by a party as indicated below. The term of this agreement is valid through \_\_\_\_\_ (date).
- 8) **EARLY TERMINATION** This agreement may be suspended or terminated at any time by:
- A. Written notice provided by BPS to Awardee before Awardee incurs any obligations;
  - B. Written notice by BPS resulting from a material failure by Awardee to comply with any term of this Contract, or;
  - C. Mutual written agreement of the parties.
- Within sixty (60) days of early termination of this Contract, Awardee agrees to return to BPS the full amount of any Contract funds paid by BPS to the Awardee under this agreement. As of the date of any termination, or expiration of the term of the agreement, any preexisting unresolved claim or dispute by either Party, including but not limited to, money owed, performance due, or any other obligations of the Parties, that is the result of the other Party's performance or non-performance, will, by their terms, survive termination of this Agreement and will be resolved in accordance with the terms and conditions of this Agreement. All indemnity, confidentiality and unperformed obligations will survive termination of this Agreement.
- 9) **FINAL PROJECT REPORT** The Final Report will be due to BPS 30 days after project funds are fully spent. If the project is not complete by \_\_\_\_\_ (date), Awardee will still issue a report \_\_\_\_\_ (date). The Final Report will include all details outlined under the scope of funding detailed in paragraph 1.
- 10) **NOTICE** Any notice provided under this agreement shall be sufficient if in writing and: (1) delivered personally; (2) deposited in the United States mail, postage prepaid, first class; (3) sent by courier; or, (4) transmitted by facsimile, addressed as follows, or to such other address as the receiving party specifies in writing:

Contract Manager Awardee  
[contact person] [Awardee contact person] [Your organization]  
[Your Address]  
[Your contact Tel.] [Awardee Tel:]  
[Your contact email] [Awardee email address:]

**11) MISCELLANEOUS**

A. Records. Information submitted to [Your organization] is subject to public review and inspection under the Vermont Freedom of Information Law. 1 V.S.A. § 316. Awardee acknowledges its responsibility for becoming familiar with the provisions of the Vermont Freedom of Information Law. Awardee understands that, in response to public records requests, [Your organization] may be required to disclose documents in its possession regarding the Project. If [Your organization] receives any public records request for disclosure of such information, [Your organization] will provide the Awardee with written notice of the request, including a copy of the request, within five (5) working days of receipt of the request. Awardee will have five (5) days within which to provide a written response to [Your organization] regarding the request, before BPS may release the requested records.

Whether the Awardee submits any written response to [Your organization], [Your organization] will retain final discretion to determine whether to release the requested records, provided that BPS will give the Awardee at least five (5) days written notice after receipt of any response from Awardee.

B. Withholding. Awardee is responsible for any federal, state or local taxes and fees applicable to payments under this agreement. Awardee is independent of the [Your organization]. Awardee, its contractors and employees are not employees or agents of the [Your organization], and are not eligible for any benefits through [Your organization], including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation and retirement benefits. Federal law requires that [Your organization] notify the federal Internal Revenue Service (the "IRS") of payments to the Awardee. The necessary information includes, but is not limited to, Awardee's name and taxpayer I.D. number. In the event that Awardee provides [Your organization] with inaccurate information for reporting to the IRS, Awardee acknowledges that federal law may require that [Your organization] withhold up to twenty percent (20%) of any amounts paid to Awardee under this agreement.

C. Non-Assignment and no Subcontracting. Awardee may not transfer or assign any of its rights or responsibilities under this agreement to any other person without first obtaining written permission from BPS. Awardee shall not subcontract with any party for performance under this agreement without first obtaining written permission from [Your organization].

D. Waiver. The failure of [Your organization] to enforce any provision of this agreement shall not constitute a waiver by [Your organization] of that or any other provision. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in specific instances and for the specific purpose given.

E. Amendment. The Contract Manager will be \_\_\_\_\_ or such other person as may be designated in writing by the Director of the Bureau of Planning and Sustainability. The Contract Manager shall have the authority to extend the term of the agreement or make other changes that do not increase the Total Contract Amount or otherwise increase [Your organization]'s risks, subject to approval of the Director of the [Your organization]. No amendments of this agreement will be valid unless signed by a duly authorized representative of the Awardee. The Contract Manager is also authorized to determine if Awardee has failed to substantially comply with the requirements of this agreement, and to act on behalf of BPS to suspend or terminate this agreement.

F. Forum. Any litigation between the parties arising under or regarding this agreement shall occur in the state or federal court system in Vermont.

G. Choice of law. This agreement shall be governed by and construed in accordance with the laws of the State of Vermont, even if Vermont's choice of law rules would otherwise require application of a different state law.

H. Merger. This agreement and the Project Features constitute the terms and conditions of the Contract. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Awardee, by the signature of its authorized representative, hereby acknowledges that the terms and conditions have been reviewed, that they are understood, and that Awardee agrees to be bound by all of the terms and conditions set forth in this agreement.

I. Project Liability, Indemnification And Responsibility For Project. Awardee is solely responsible for operation and maintenance of the Project, as well as the selection and oversight of any contractor chosen to carry out the



Project. Awardee agrees that the [Your organization] has no responsibility or liability for the management or construction of the Project.

[Your organization] makes no warranties, express or implied, regarding the Project or their potential benefits. Awardee expressly waives any claims against [Your organization] regarding the Project. [Your organization]'s liability under this agreement shall be limited to payment of the Total Contract Amount, to the extent that Awardee has otherwise fully and completely complied with all terms and conditions of this agreement. In no event shall [Your organization] be liable to Awardee for any special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this agreement or for any failure of performance related to the Project or this agreement, however caused, whether or not arising from [Your organization]'s sole, joint or concurrent negligence. Awardee shall hold harmless, defend and indemnify the [Your organization]'s officers, agents and employees against all claims, demands, actions and suits (including all attorney fees and costs) brought against any of them arising from or relating to the Project.

J. Non-Discrimination. In carrying out activities under this agreement, the Awardee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, national origin, sexual orientation, or gender identity. The Awardee shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Awardee shall post in conspicuous places, available to employees and applicants for employment, notices provided by the City setting forth the provisions of this nondiscrimination clause. The Awardee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, or gender identity. The Awardee shall incorporate the foregoing requirements of this paragraph in all of its contracts for work funded under this agreement, except contracts governed by Section 104 of Executive Order 11246. Awardee shall be EEO certified by [Your organization] in order to be eligible to receive contract funds.

K. Severability. If any provision of this agreement is found to be illegal or unenforceable, this agreement shall nevertheless remain in full force and effect, and the provision stricken.

L. Entire Agreement. This agreement, including any attachments, constitutes the entire agreement of the Parties regarding the subject matter of this agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to that subject matter.

Signed

\_\_\_\_\_  
Awardee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Social Security # or Tax ID if Applicable:

\_\_\_\_\_  
[Your organization], Director, Date

**Model RFP's Used to Compile this Vermont Solar RFP:**

1. Steps to a Successful Solar Request for Proposal (RFP)
  - a. SunShot, The Solar Foundation
  - b. [http://thesolarfoundation.org/sites/thesolarfoundation.org/files/TSF\\_Steps%20to%20Successful%20Solar%20RFP\\_Final.pdf](http://thesolarfoundation.org/sites/thesolarfoundation.org/files/TSF_Steps%20to%20Successful%20Solar%20RFP_Final.pdf)
2. Sample Community Solar RFP
  - c. Clean Energy Collective
  - d. <http://www.easycleanenergy.com/docs/SampleUtilityCommunitySolarRFP.pdf>
3. Request for Proposals For Private-Sector Partnerships to Finance Community-Supported Solar Electric Systems on Public Facilities
  - e. Portland, OR Bureau of Planning and Sustainability
    - i. No live link, I have the .pdf
    - ii. <http://www.portlandoregon.gov/bps/>
4. 2013 Solarize Mass Installer RFP
  - f. <http://www.masscec.com/solicitations/2013-solarize-mass-installer-rfp>
5. Solarize Massachusetts 2012 RFP To Installers
  - g. <http://www.masscec.com/solicitations/solarize-massachusetts-2012-rfp-installers>
6. Renew Boston Solarize Program 2013 - Request for Proposals for Installers of Small-Scale Solar Photovoltaic Systems
  - h. [http://www.cityofboston.gov/images\\_documents/Renew%20Boston%20Solarize%20RFP%20-%20Community%20Aggregation%20for%20Small-Scale%20Solar%20PV\\_tcm3-39124.pdf](http://www.cityofboston.gov/images_documents/Renew%20Boston%20Solarize%20RFP%20-%20Community%20Aggregation%20for%20Small-Scale%20Solar%20PV_tcm3-39124.pdf)
7. Request for Qualifications/Proposals (RFQ/RFP) For Energy Performance Contracting Services
  - i. The Energy Services Coalition (ESC) is a national nonprofit organization composed of a network of experts from a wide range of organizations working together at the state and local level to increase energy efficiency and building upgrades through energy savings performance contracting.
  - j. Energy savings performance contracting enables building owners to use future energy savings to pay for up-front costs of energy-saving projects, eliminating the need to dip into capital budgets.
  - k. [https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=1&ved=0CC8QFjAA&url=http%3A%2F%2Fenergycenter.org%2Findex.php%2Fresource-center%2Fdocuments%2Fdoc\\_download%2F543-sample-rfp&ei=0-7mUc38D7X-4APiYCwAQ&usq=AFQjCNGqCaL\\_3oXw2r0QWWi48usHmePXWA&sig2=LD5Q7GlgPg143cr4VYX-nA&bvm=bv.49405654,d.dmg](https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=1&ved=0CC8QFjAA&url=http%3A%2F%2Fenergycenter.org%2Findex.php%2Fresource-center%2Fdocuments%2Fdoc_download%2F543-sample-rfp&ei=0-7mUc38D7X-4APiYCwAQ&usq=AFQjCNGqCaL_3oXw2r0QWWi48usHmePXWA&sig2=LD5Q7GlgPg143cr4VYX-nA&bvm=bv.49405654,d.dmg)
8. The National Charrette Institute Charrette - Request for Proposal (RFP) Template
  - l. <http://www.charretteinstitute.org/resources/charrette-RFP-template.html>
9. Cumberland County Utilities Authority RFP
  - m. [www.ccu.info/images/FileLib/SOLAR%20ENERGY%20RFP.pdf](http://www.ccu.info/images/FileLib/SOLAR%20ENERGY%20RFP.pdf)
10. RFP Lee, MA and Lennox, MA
  - n. <http://www.lee.ma.us/Bids/Lee-Lenox%20Solar%20energy%20RFP%2011-0621F.pdf>
11. REQUEST FOR PROPOSALS - For a Developer of Photovoltaic Systems with respect to certain Local Government Facilities in the County of Monmouth, New Jersey Dated November 9, 2011
  - o. [co.monmouth.nj.us/documents/116/RFP%20-%20Request%20for%20Proposal%20for%20Solar%20Developer%20-%20Monmouth%20\(00019530-10\).pdf](http://co.monmouth.nj.us/documents/116/RFP%20-%20Request%20for%20Proposal%20for%20Solar%20Developer%20-%20Monmouth%20(00019530-10).pdf)
12. Salt River Project RFP
  - p. [http://www.srpnet.com/environment/earthwise/pdfx/Solar\\_PV\\_RFP\\_06032011.pdf](http://www.srpnet.com/environment/earthwise/pdfx/Solar_PV_RFP_06032011.pdf)

13. Truth or Consequences, NM RFP
  - q. [http://www.torcnm.org/downloads/RFP-Solar%20Generation%20Facility%20\(Final\)%202012-13.pdf](http://www.torcnm.org/downloads/RFP-Solar%20Generation%20Facility%20(Final)%202012-13.pdf)
14. Request For Proposals For Renewable Energy Generation (Wind And Solar Only) For Jea Jacksonville, Florida
  - r. [http://apps3.eere.energy.gov/greenpower/financial/pdfs/0308\\_jea\\_rfp.pdf](http://apps3.eere.energy.gov/greenpower/financial/pdfs/0308_jea_rfp.pdf)
15. Pennsylvania Convention Center RFP for rooftop solar
  - s. [http://www.paconvention.com/vendors/Rooftop\\_Solar\\_Power\\_Purchase\\_Agreement/RFP\\_Solar\\_PowerPurchaseAgreement.pdf](http://www.paconvention.com/vendors/Rooftop_Solar_Power_Purchase_Agreement/RFP_Solar_PowerPurchaseAgreement.pdf)
16. MUNICIPAL OWNED - City of Victorville, California RFP
  - t. [ci.victorville.ca.us/uploadedFiles/CityDepartments/Administrative\\_Services/Finance\\_Division/RFP%20Solar%20Array%208%203%2010%20for%20PW.pdf](http://ci.victorville.ca.us/uploadedFiles/CityDepartments/Administrative_Services/Finance_Division/RFP%20Solar%20Array%208%203%2010%20for%20PW.pdf)