

MODEL RFI **Introduction**

This is an example template for Requests for Information (RFI) for community-owned solar power in Vermont compiled by the Vermont Natural Resource Council.¹ This is intended to serve as an example. Communities can and should feel free to amend and modify an RFI to suit their situation as they see fit, especially if there are other important issues and considerations you want to explore. Or if this is too much information and process for the initial exploration you are undertaking, we suggest simplifying the RFI before you send out. Also note, if you'd like this example RFI in a Word version, email jmiller@vnrc.org.

This model RFI is intended to help support a community group or individuals who are just beginning to explore solar options and want to gather information about potential project parameters around pricing, terms and length of lease and far more. Depending on the circumstance of your community's situation, you may want or need to send out a Request for Information (RFI) before you can ask for a Request for Proposals (RFP) for a project you are exploring.² 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.³ 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 and RFP can be part of the same process, or they can be two different processes. If you are sure of your goals, and 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 do an RFI first. Once you are comfortable with the costs, revenues, possible locations, goals and scope of your project, then you will want to send out an RFP. Bidders will then submit proposals that you can compare to be sure that you find the best deal possible.

What are the Benefits of an RFI Before Sending Out an RFP?⁴

- Information is gathered in a formal, structured and comparable way.
- Suppliers understand that there is (likely) competition going.
- You show that you try to act without a prejudice or with a preferred supplier.
- You get a formal reply from the suppliers.

There are a few things you should do before you send out a RFI. These are things you can explore during a request for information process. We have outlined those below in the “Pre RFI Steps” section. Please note, it's important to cast a wide net when sending out an RFI. 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 (<http://vtpartnership.wordpress.com/current-partners/>) or email 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. You can also ask the Vermont League of Cities and Towns (www.vlct.org) and the Vermont Energy & Climate Action Network to distribute (jmiller@vnrc.org). You might want also want to work with your Regional Planning Commission to get the word out

¹ Learn more about the Vermont Natural Resource Council (VNRC) at VNRC.org.

² If you need a model RFP, contact Johanna Miller at jmiller@vnrc.org or visit www.VECAN.net for other model documents.

³ RFI - request for information template and description, SOURCING4OEM.COM, available at <http://www.sourcing4oem.com/purchasing-related-articles/purchasing-articles/rfi-description-and-template>.

⁴ *Id.*

Pre-RFI 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 RFI, try to stay outcome oriented. Some RFI 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 responders with the flexibility and creativity to meet your goals in ways that you might not have thought of yet.

Important note: Ask for information to be reported in a standard format to facilitate easy proposal — and apples to apples — review. 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.).⁵

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-RFI 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 RFI development process will enhance the success of the RFI 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 eventual 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,

⁵ *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/TSF_Steps%20to%20Successful%20Solar%20RFP_Final.pdf.

community groups, and organizations that may have interest to get help determining who should be included in the RFI development process.⁶

3. Consider Hiring a Consultant or Owner's Agent

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 organizations 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. 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 Request for Proposals 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 respondents, who can recoup these costs in their bids or the PPA rates they ultimately offer. 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 *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/TSF_Steps%20to%20Successful%20Solar%20RFP_Final.pdf.

Table of Contents

Introduction

Pre-RFI Steps

1. Start with a Clear, Well-Defined Goal
2. Early Involvement of a Broad Set of Stakeholders
3. Consider Hiring a Consultant or Owner's Agent
4. Conduct Site Assessments
1. Information Provided
 - A. Background
 - B. Statement of Need
 - C. Response
2. Information Requested
 - A. Title Page
 - B. Table of Contents and Organization of Information

Confidentiality Agreement

[LOGO]

[Your Organization]

REQUEST FOR INFORMATION

FOR

GROUP-NET-METERED PHOTOVOLTAIC ELECTRICITY GENERATION

[Your Organization]

[Your Organization's Address]

KEY RFI DATES

Request for Proposal (RFI) Issued: [Date]

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

Request for Clarifications Due: [Date]

Responses Due: [Date, Time, Location]

Responses should 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].

Please return the response forms as described in this RFI, properly executed, and placed in envelopes clearly marked and delivered or mailed to the above address.

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

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

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

[Person]

[Person's email]

**[YOUR ORGANIZATION]
REQUEST FOR INFORMATION
GROUP-NET-METERED PHOTOVOLTAIC ELECTRICITY GENERATION**

[Your organization] is seeking information related to the siting, permitting, financing, construction and ongoing maintenance of photovoltaic arrays for the generation and group-net-metered transmission of electricity.

It is the intent of this RFI that respondents provide information requested in the below Sections.

This RFI is not intended as a competitive bidding process for obtaining services for installing group-net-metered solar arrays. [Your organization] plans to use the information provided from RFI submissions to determine the costs, benefits and feasibility of implementing the array and guide further decision-making.

1. Information Provided

A. Background

[Your organization] is seeking to take advantage of an emerging group-net-metered solar PV marketplace through the siting of ground- and possibly roof-mounted solar arrays, on one or more [location/site] parcels for the generation of photovoltaic energy for use by one or more City buildings. [Your organization] is seeking to offset some or all of its electric generation annually. In [the last year/ time period] [Your organization] used [total] kWh. Possible sites are listed in Appendix A and include, but are not limited to, [potential sites]. [Your organization] will work with interested developers in identifying suitable properties. [Your organization]'s electric utility, [Your electric utility], is one of a growing number of electric utilities whose grid features group net-metering, enabling a customer to supply power at one location and designate one or more locations elsewhere to draw from the ongoing credit generated by that supply.

A competitive marketplace has recently developed to take advantage of group-net-metering and current clean-energy tax incentives. This provides a municipal customer access to this market, and significantly and favorably changes the economics involved in installing renewable energy sources. Given this environment [Your organization] is assuming that any such development on city property will be done at no immediate cost to [Your organization] and will be done with the understanding that the developer will provide [Your organization] with electric capacity from said development at a lower rate than currently experienced.

[Your organization], in collaboration with the Energy Committee, has committed through the issuing of this Request for Information to the exploration of a net-metered photovoltaic system for [Your organization].

B. Statement of Need

As indicated above, [Your organization] is moving actively on the energy-transition front and considers alternative energy adoption a short-term need. It has accordingly set goals on the energy efficiency and renewable-energy fronts.

The goal of this project is to provide [Your organization] electricity from a renewable source at no up-front cost to [participants/taxpayers/co-op members]. This will insulate [Your organization] from global fossil fuel markets, and provide some insurance against the possibility of higher electricity prices in the future. Among the information needs and objectives of this request:

- Siting – Identification of potential install sites, which may include but are not limited to the sites listed in Appendix A.
- Analysis / recommendation of optimum qualifying sites solar panels.
- Project Scoping – estimating the combined potential solar electricity generation from all suitable sites
- Permitting – CPGs, building codes, DPS/PSB et al
- Financing – ongoing costs, demonstrations of zero up-front costs, et al
- Economics – market variables, insurance et al
- Construction – interconnection, installation, coordination with DPW et al
- Ongoing operation and maintenance – contract terms, repair/replacement et al
- Knowledge Transfer – to [Your organization]
- Project Deliverables – Scope, schedule, plans, reports et al

[Your organization] is seeking an experienced firm to provide information about these services and products, and any other aspects it may inform [Your organization] are involved in establishing net-metered photovoltaic electricity generation for City consumption.

C. Response

Interest deadline: [Date].

By Mail or hand delivery: Three (3) copies of the submittal to:

[Contact Person]

[Contact's Title]

[Contacts mailing address]

By Email: [Email]

By Fax: [Phone Number]

5. Information Requested

In order to simplify the evaluation process and obtain the maximum degree of comparison, [Your organization] is requiring firms to submit information in the format and manner described in this section.

A. Title Page

- Request for Information - Project Title
- Name of Firm
- Address and Telephone number of Firm
- Name of Contact Person
- Date of Submission

B. Table of Contents and Organization of Information

Include a clear identification of the materials by section and page number.

The information should include the following:

<p>Siting</p>	<p>Possible sites in Appendix A include, but are not limited to, [site locations]. If examining parcels other than these, briefly provide any information or describe any services related to assessing potentially suitable land for solar-array siting, for these parameters:</p> <ul style="list-style-type: none"> • Parcels within [City/County] boundaries. • Parcels owned by [Your organization] outside municipal boundaries. <p>Briefly provide any information or describe any services related to any sites including those listed above for these parameters:</p> <ul style="list-style-type: none"> • Within contractor’s grid-connectable distance. • Ability to generate annual electrical energy use of [Your organization]. If not full use, what percent? • Any other parameters you are aware of.
<p>Site Analysis / Recommendation</p>	<p>Briefly provide any information or describe any services related to:</p> <ul style="list-style-type: none"> • Estimated potential generation at each proposed location. • Assessing site preparation requirements. • Ranking each site relative to all other candidate sites.
<p>Permitting</p>	<p>Briefly provide any information or describe any services related to:</p> <ul style="list-style-type: none"> • Obtaining permits from the appropriate government agencies (include Certificates of Public Good, meeting all local building codes, National Electrical Code®) • Information to [Your organization] regarding permit/review/regulation thresholds at different potential electricity production levels.
<p>Financing</p>	<p>Briefly provide any information or describe any services related to:</p> <ul style="list-style-type: none"> • Estimated construction, other up-front costs. • Estimated maintenance, other ongoing costs. • Assistance identifying of available 3rd/4th-party financial assistance for installation/maintenance of the arrays, via purchase through loan or bond, lease, power purchase agreement, or other arrangements. Be as specific as possible about terms of agreement • Are potential investors primarily in state? If [your organization] were to raise our own investment capital for the project, how much capital would need to be provided, and what return would be received in exchange? • Savings and return on investment in the arrays. • If the [Your organization] were interested in working with you, would you provide a technical and economic feasibility analysis conducted at no cost?

Economics	<p>Briefly provide any information or describe any services related to:</p> <ul style="list-style-type: none"> • The cost of the generated electric power in relation to market prices. • Array ownership options: lease-to-own; lease-only; et al • Assignment of Renewable Energy Credits (RECs) within Vermont). Who would own the project RECs? Would there be limits on the use or sale of the RECs? • Insurance plans.
Construction	<p>Briefly provide any information or describe any services related to:</p> <ul style="list-style-type: none"> • Site preparation. • Obtaining interconnection agreement with [your utility], including all drawings, schematics, and other required technical documentation. • Installing all panels and other required equipment at selected site(s). • Coordinating with [City Department of Public Works]. • Informing [Your organization] as to associated costs. • Could the installation work be done by local (Vermont or New Hampshire) contractors?
Ongoing operation and maintenance	<p>Briefly provide any information or describe any services related to:</p> <ul style="list-style-type: none"> • Contract terms. • Repair and replacement costs to contractor, of ongoing maintenance, re: all panels and other required equipment at selected site(s). • Repair and replacement costs to [Your organization] of ongoing maintenance, re: all panels and other required equipment at selected site(s). • Expected life span of the system. Upon the end of the term of the contract, who would be responsible for and what funds would be available to dismantle the site to bring it to its original state?
Risk Management	<p>Briefly provide any information or describe any services related to:</p> <ul style="list-style-type: none"> • Need for insurance. • Warranty of products used. • Short- and long-term maintenance and solar production guarantees. • Potential health risks that would affect location of the system. If applicable, please explain and specify mitigation measures that might be considered.
Knowledge Transfer	<p>Briefly provide any information, or describe any services, related to transferring knowledge needed for [Your organization] with respect to ongoing operation and maintenance, in particular if array ownership transfers to [Your organization].</p>
Process and Project	<p>Briefly describe the process moving from RFI to installed PV including typical deliverables and estimated timeline:</p>

Deliverables	<ul style="list-style-type: none"> ● A scope of work document; ● Contracts; ● Permitting documents; ● A schedule of project activities; ● Plans, schematics etc.; ● Regular reports; ● Reports showing results of site analyses; ● Etc.
Professional Experience	<ul style="list-style-type: none"> ● Describe the local and/or regional office's experience with group-net-metered photovoltaic electricity generation on [Your organization]'s (or other organization) properties in the last five (5) years. ● Identify the supervisors (partner, manager) and the staff who have worked on this response. Provide resumes (which may be included as appendices) showing relevant past experience, education, training, etc. ● List the names, address, and telephone numbers of three (3) clients who may be contacted for references.

Confidentiality Agreement

This Agreement is made as of _____, by and between [your organization] and [responding organization] _____, having its principal place of business at _____, (the "Responder") 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 RFI 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 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). 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.

(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:
