

Solicitation Number: RFP-DCSEU-2021-CREF

Notice Type: Request for Proposals (RFP)

Title: Solar for All Community Renewable Energy Facilities (CREF)

Posted Date: 10/09/2020

Webinar: 10/20/2020

Questions Due: 10/26/2020

Proposals and Financials Due Date:

11/12/2020 at 5:00pm EST

**PLEASE NOTE: There will be NO
extensions granted to this RFP**

I. OBJECTIVE

Vermont Energy Investment Corporation (VEIC) d/b/a the District of Columbia Sustainable Energy Utility (DCSEU) is issuing this Request for Proposal (RFP) for the DCSEU Solar for All (SfA) Program to retain one or more subcontractors to identify, design, permit, construct, operate, and maintain fully integrated and operational photovoltaic (PV) electric generation systems in the District of Columbia (District). The systems will be required to operate and interconnect as **Community Renewable Energy Facilities (CREFs)**.¹ Successful bidders will be required to designate 100 percent of the CREF(s) electrical output to the Department of Energy and Environment (DOEE) or DOEE's designated third party subscription management partner ("subscription manager") at no cost for a period of 15 years ("Operating Period") for the benefit of low-income households in the District.

Bidders shall propose a price per watt incentive amount that **does not exceed a cap of \$1.25 per watt**. The total incentive will be paid in interim percentage payments based on the anticipated electrical output of the Project²(s) and timely completion of the milestone deliverables. The final payment will be adjusted based on the as-built system size which will be determined by the DCSEU through a quality assurance/quality control inspection. The price per watt incentive will be the only payment made by the DCSEU for completion of the Scope of Work and assignment of the electrical output for the Operating Period.

¹ CREF means an energy facility using renewable resources defined as tier one renewable sources in D.C. Official Code § 34-1431(15) that is located within the District of Columbia and where the monetary value of electricity generated by the facility is credited to the subscribers of the facility. (D.C. Official Code § 34-1501(9B)). Additional information and further references for CREFs can be found through the PEPCO website at: <https://www.pepco.com/MyAccount/MyService/Pages/DC/CommunityEnergy.aspx>

² Project means one or more CREFs installed at a particular location or site, which is funded by the DCSEU SfA Program.

Successful bidders are expected to make a competitive return on their investment in the Project(s) by monetizing available tax credits (including depreciation), such as the Investment Tax Credit (ITC), and participation in the solar renewable energy credit (SREC) market.

This RFP is for the provision of services further described in **Section V** (Scope of Work). Bidders must demonstrate the capacity and technical capability necessary to successfully complete the Scope of Work according to the deadlines established by the DCSEU. Bidders will also be required to submit a letter of intent between bidder and the property owner(s) for each Project and financial statements from their company and/or their financier(s) to help DCSEU evaluate their financial solvency as further described in **Section IX.L** (Response Requirements, Proposal Elements, Financial Solvency).

Successful bidders will be awarded an Indefinite Quantity Subcontract (Subcontract). A Subcontract award does not guarantee work. Work will be awarded through issuance of a Work Order upon the DCSEU's review and approval of each proposed Project submitted by bidder. The Subcontract will at a minimum require the following contractual commitments by the successful bidder/subcontractor:

- A. Provide 100 percent of the electrical output from the Project incentivized under the DCSEU SfA Program for the Operating Period at no cost and for the benefit of DOEE designated low-income households in the District;
- B. Ensure a minimum performance guarantee of 90 percent of expected annual weather adjusted output from optimally placed solar installations yielding at least 1200kWh/kW, as verified by the online PV Watts tool (or comparable solar performance modeling tool),³ adjusted for degradation of module efficiency over time;
- C. Pay a financial penalty if the Project or portfolio of Project(s), as applicable, fails to meet the minimum annual performance guarantee unless an alternate remedy is approved by the DCSEU and DOEE, such as replacing the electrical output using non-SfA projects; and
- D. Repay all incentive payments within 30 calendar days if the Project(s) do not complete all milestones by the deadlines established by the DCSEU or fail to take the necessary steps to energize the CREF(s) within 14 calendar days after receipt of Authorization to Operate (ATO).

A copy of the Fiscal Year 2020 (FY20) CREF subcontract template is attached to this RFP as **Exhibit A**. The DCSEU anticipates some changes to the subcontract template for Fiscal Year 2021 (FY21) based on feedback from subcontractors who participated in the DCSEU SfA Program in FY20. A revised version of the subcontract template will be made available upon issuance of award notices. It is important for bidders to

³ <https://pvwatts.nrel.gov/pvwatts.php>

understand that many of the subcontract terms and conditions for FY21 will be non-negotiable. Bidders are strongly encouraged to list any exceptions to the subcontract terms and conditions in their proposal to help the DCSEU evaluate the ability of the parties to successfully negotiate a subcontract and to provide feedback to potential bidders. The DCSEU also reserves the right to a) reallocate funds after issuance of award notices if the DCSEU is unable to sign a subcontract with the successful bidders in a timely manner; and/or b) reduce the maximum limiting amount in its subcontract with successful bidders if the DCSEU is unable to issue work orders in a timely manner due to missing project documentation.

II. SUMMARY

The District established forward-looking targets for renewable energy and the growth of solar photovoltaics. The District is aiming for 100 percent of retail sales from renewable resources by 2032, with a 10 percent carve-out for solar developed in the District by 2041.⁴ The SfA program has identified a complementary target of reducing the electric bills of 100,000 low-income District households by 50 percent by 2032.⁵ The District has achieved progress in creating programs and strategies to achieve these goals. However, if the goals are to be met, both the pace of market development and the size of project types coming online must increase.

III. BACKGROUND

The Council of the District of Columbia enacted the Clean and Affordable Energy Act of 2008 (CAEA), which called for the creation of the DCSEU. DOEE contracted with VEIC to operate the DCSEU in 2011; the parties entered a new contract in 2017 for continued DCSEU operations.

The purpose of the DCSEU is to design and implement programs in the District to reduce energy consumption, increase renewable energy generating capacity, reduce the growth of peak electricity demand, improve the energy efficiency of low-income housing, reduce the growth of energy demand of the largest energy users, increase the number of green collar jobs in the District, and support businesses within the District (i.e. Certified Business Enterprises, see #D.1 in Table 3).

The DCSEU has been working with DOEE since 2011 to deliver comprehensive sustainable energy services to residents, commercial enterprises, and institutions. It has also supported targeted solar initiatives at DOEE's request throughout this period.

⁴ Renewable Portfolio Standard and the DC Clean Energy Omnibus Act of 2018.

⁵ Further background on Solar for All see: <https://doee.dc.gov/solarforall>.

In June of 2018, DOEE and DCSEU entered an agreement for the DCSEU to design and prepare to implement a new DCSEU SfA initiative. This new program complements existing DOEE SfA grants, by using competitive solicitations as well as direct support and engagement with potential project hosts to further encourage and catalyze market growth of solar, thereby contributing to long-term SfA goals.

IV. RFP MILESTONES / SCHEDULE

Table 1: Schedule: Below is a sample schedule for the DCSEU FY21 SfA program year. The DCSEU reserves the right to make adjustment(s) to the schedule as needed.

Milestone	Deadline
RFP Issued	10/09/2020
Pre-bid webinar (optional)	10/20/2020
Questions submitted to the DCSEU (info@dcseu.com)	10/26/2020
Responses posted to the DCSEU website	10/30/2020
Deadline for Proposals and Financials	11/12/2020
Notices of Award/Letters of Intent issued	12/01/2020
Certificate of Insurance (COI) and copies of insurance policies, if requested, due to evidence compliance with insurance requirements.	01/06/2021
Subcontracts Issued and Signed	01/06/2021
CREF Project Information Due (Note: This is required for the DCSEU to issue Work Orders)	02/01/2021
Milestone #1:	03/01/2021
Milestone #2:	04/05/2021
Milestone #3:	05/27/2021
Milestone #4	08/31/2021

V. SCOPE OF WORK

The primary objective is for bidders to identify, design, permit, construct, operate, and maintain fully integrated and operational CREFs for the Operating Period, and commit to a performance guarantee or pay a penalty. A penalty payment for underperformance will be calculated and enforced as further described in Exhibit A: Attachments B, B2, and B3. The DCSEU's baseline calculations of solar production will incorporate weather data to account for seasonal variations.

As noted above, the FY20 subcontract template, including a detailed description of the Scope Work, is attached as Exhibit A (see Attachment B of Exhibit A for Scope of Work). Bidders are strongly encouraged to carefully review this RFP, including the below CREF incentive milestone chart, which has been updated for FY21, and the Scope of Work in the subcontract template to fully understand the fundamental requirements of the DCSEU SfA CREF Program before submitting a proposal. An

updated version of the subcontract template, including the Scope of Work for FY21, will be made available after notices of award.

Table 2: CREF Incentive Milestones: Below is a sample CREF incentive milestone chart for the DCSEU FY21 SfA program year. The DCSEU reserves the right to make adjustment to the milestones as needed. If bidder does not complete the Project(s) by the final milestone, fails to interconnect by the deadline established below or fails to deliver 15 years of electrical system output, any milestone payments paid to bidder shall be promptly paid back to the DCSEU, but in no event later than 30 calendar days after a request for repayment is made by the DCSEU.

CREF INCENTIVE MILESTONES
*(ALL MILESTONE DELIVERABLES, DEADLINES AND PAYMENTS
 ARE SUBJECT TO CHANGE)*

Milestone	Deliverables	Deadline	Incentive Payment
1.	<p>A. <u>Site Control</u>. Subcontractor shall submit the following as evidence of site control for each Project:</p> <ul style="list-style-type: none"> • A signed copy of their site control contract (e.g. lease, power purchase agreement or other contract) with the owner(s) of the property where the project will be installed; and • A signed copy of the "CREF Standard Amendment to Site Control Agreement Solar for All Program Covenants" attached as Exhibit B. <p>B. <u>Stamped Engineering Design Documents</u>. Subcontractor will be required to submit for DCSEU approval comprehensive, stamped engineering design documents for each Project. The stamped drawings must include the following:</p> <ul style="list-style-type: none"> • Project description and size; • Installer information; • System design/layout; • System electrical design; and <p>Equipment details, specifications, and cut sheets (all inverters must be compatible with the performance monitoring software selected by the DCSEU).</p> <p>C. <u>Installation Permits</u>. Subcontractor shall submit evidence of all DCRA permits and any other permits or approval required to commence construction of the Project, including, but not limited to, DCRA solar and electrical permit(s) and any other permits or approvals required, such as historic, zoning or DDOT.</p> <p>D. <u>Financing Plan</u>. Subcontractor shall submit a financing plan for the Project(s), along with letters of commitment from financier (third party investors or lenders), where applicable, specifying at a minimum:</p> <ul style="list-style-type: none"> • The exact amount of capital being invested or 	03/01/21	0%

	<p>loaned and the anticipated project costs;</p> <ul style="list-style-type: none"> • The exact number of installations or commensurate capacity that will be financed; • The date the investment will become available to Subcontractor and the date it will expire; and • Such additional information as the DCSEU may reasonably request. <p>E. <u>Project Schedule and Installation Plan</u>. Subcontractors shall provide a project schedule and installation plan for each Project identifying any potential delays.</p> <p>F. <u>PEPCO Approval of Interconnection Application & Agreement Part I ("Approval to Install" or "ATI")</u>. Subcontractor shall submit evidence of ATI for the Project to the DCSEU.</p>		
2.	<p>A. <u>Evidence of Purchase</u>. Subcontractor shall provide evidence that all the equipment for the Project permitted under Milestone 1 (at a minimum the modules, inverters, and racking materials) has been completely paid for. Purchase Orders and other documentation that do not show payment will not be accepted to satisfy this requirement.</p> <p>B. <u>Manufacturer Warranties</u>. Subcontractor shall submit copies the manufacturer warranties for modules, inverters, and optimizers.</p>	04/05/21	50%
3.	<p>A. <u>DCRA Temporary Pending Final Inspection Report (TPF)</u>.</p> <p>B. <u>ATO Submission</u>. Subcontractor shall submit documentation or evidence showing PEPCO has received Subcontractor's completed Approval of Interconnection Application & Agreement Part II ("Approval to Operate" or "ATO") and a copy of the application.</p>	05/27/21	30%
4.	<p>A. <u>DCSEU QA/QC inspection</u>. Subcontractor must pass the DCSEU's quality assurance/quality control inspection.</p> <p>B. <u>Final/Revised Permits</u>. Subcontractor shall submit a copy of the final DCRA solar and electrical permit and any revised permits for the Project.</p>	08/31/21	20%

	<p>C. <u>Operations and Maintenance (O&M) Manual</u>, to include:</p> <ul style="list-style-type: none"> • O&M plan; • Company/emergency O&M contacts; • Final/Revised Permits and As-Built Drawings (revised DCRA permits and as-built drawings, if applicable); and • Any revised cut sheets or warranties based on as-built system <p>D. <u>ATO Approval</u>. Subcontractor shall submit documentation or evidence showing PEPCO's Approval of Interconnection Application & Agreement Part II ("Approval to Operate" or "ATO")</p> <p>E. <u>Inverter Login Credentials</u>. Subcontractor must submit the inverter login credentials to allow the DCSEU to monitor the electrical output. and;</p> <p>F. <u>DC Public Service Commission (PSC) Application</u>. Subcontractor shall submit a copy of their application to the PSC for registration of the SRECs.</p>		
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VI. CONTINGENT ON FUNDING APPROPRIATION

The DCSEU SfA Program operates according to the District Government's fiscal year (October 1 to September 30) and is subject to the availability of funding under VEIC's prime contract with DOEE to operate the DCSEU. The prime contract is subject to annual appropriation of funds, and there is no assurance of funding availability past September 30, 2021. Therefore, all Projects must be completed no later than, **August 31, 2021** as will be outlined in the Subcontract.

VII. GENERAL INFORMATION FOR BIDDERS

The DCSEU is the sole point of contact for this solicitation. Any other communications will be considered unofficial and non-binding on the DCSEU. Bidders are to rely only on the written statements issued by the DCSEU.

An **online webinar** is scheduled on **October 20, 2020**. To register for the webinar please email proposals@dcseu.com and instructions will be sent. All prospective bidders are encouraged to participate; however, participation is not mandatory. The DCSEU will be bound only to the DCSEU's written answers to questions. Questions arising during the bidder's webinar or in subsequent communications with the DCSEU will be documented and answered in written form. A recording of the webinar and a copy of the questions and answers will be posted on the DCSEU's website at www.dcseu.com.

Proposals must be submitted by the prime bidder or a single bidder and must include a detailed description of the bidder's team, including a detailed description of any financing partners or lower-tier subcontractors, if applicable, and the local business status of bidder's team (e.g., small business enterprise (SBE), certified business enterprise (CBE), or local non-profit). Proposals will be evaluated and scored based on the roles and responsibilities of the bidder's team.

The DCSEU is committed to supporting and utilizing certified business enterprises (CBEs). Accordingly, there are eight individual subcategories for which the prime bidder may earn CBE preference points. The prime bidder will be required to comply with all CBE Agreement compliance reporting requirements as provided by the DCSEU from time to time, unless compliance has been waived by the DCSEU (See Exhibit A, Section 9.a. Certified Business Enterprises). The prime bidder also must notify and obtain prior approval from the DCSEU before any changes are made to the prime bidder's team, so the DCSEU can ensure any new team members comply with program requirements (see Exhibit A, Section 24, Subcontract; Assignment and Delegation).

The total dollar amount of the awards through this RFP are anticipated to be between \$5.0 million and \$7.0 million, depending on the strength of the responses. Individual awards are expected to be in the range of \$60,000 to \$2+ million. A qualified and highly competitive bid may be awarded a significant fraction of the total award pool.

Eligibility

This solicitation is open to all bidders, including grantees of the SfA innovation and expansion grants from DOEE. Bidders that were awarded subcontracts in prior fiscal years must submit a proposal to this solicitation in order to be considered for FY21 funds. Bidder's past performance will be considered and evaluated as a part of the scoring criteria.

The following projects are not eligible for the program and should not be included in bidder's proposal response:

- A. Cannot achieve the interim milestone deadlines or the final milestone deadline of August 31, 2021 and interconnect within 14 calendar days of receipt of ATO;
- B. Have already received or will receive other District Government support, including projects incentivized by the DCSEU or DOEE in prior SfA awards;
- C. Partial CREF allocations;
- D. Production value below 1200kWh/kW;
- E. Already received ATO from Pepco; and
- F. Located outside of the District of Columbia.

Note: Buildings with master meters are eligible to participate as host sites, however tenants of the host site will not be able to receive subscriptions to the solar output unless their residence is individually metered. For more information, please visit <https://www.pepco.com/MyAccount/MyService/Pages/DC/CommunityEnergy.aspx>

Limitation

This solicitation does not commit the DCSEU to awarding subcontracts or to procuring or subcontracting for services or supplies. The DCSEU reserves the right to accept or reject any or all proposals received, to waive any informality or irregularity in any proposal received, to be the sole judge of the merits of the respective proposal received, to negotiate with all qualified sources, to determine the timing of the start of the services, not to proceed with some or all of the work, or to cancel in part or in its entirety the RFP, if any of these actions is deemed by the DCSEU in its sole discretion to be in the DCSEU's best interest. The DCSEU will not reimburse costs incurred by bidders in preparing a proposal to this RFP.

VIII. PREPARING AND DELIVERING A PROPOSAL

For ease and efficiency of review, the DCSEU has specified the requirements for submitting a proposal to this RFP. **Bidders must follow exactly, and be responsive to, ALL requirements of this RFP.** The proposal should be clear and concise, presented in the form of a written response with sections and sub-headings. Resumes, drawings, and specification sheets are not counted toward page limits and should be included as appendices. It is the bidder's responsibility to provide all specified materials in the required form and format. **Proposals that are not in the required format or incomplete may be disqualified at the DCSEU's sole discretion.**

Proposals to this RFP must be submitted through the DCSEU Contractor Web Portal and Financials must be emailed as outlined below no later than 5:00 p.m. EST on November 12, 2020. See Section X (Response Submission) below for more information about submitting your proposal through the DCSEU Contractor Web Portal. Late submissions to the portal will not be accepted.

IX. PROPOSAL REQUIREMENTS (MINIMUM REQUIREMENTS)

Bidders are required to propose, and will be scored upon, the individual criteria summarized in Table 3. **Every bidder is required to include a Bid Summary Table based on Table 3** below with the specific value or information they propose for each of the listed criteria. The Bid Summary Table shall be presented as part of the proposal's executive summary.

Table 3: Response Summary, Evaluation Criteria, and Points

Category	Criteria	Points
A. Capacity and Costs		Total of 40 points
1) Sites Identified	<ul style="list-style-type: none"> List of proposed Projects and related information (location, expected capacity, facility type, number of residents), and any other information the bidder would like to provide for the Projects. For each proposed Project, bidder must provide a letter of intent between bidder and the property owner(s). As noted in the CREF Incentive Milestones Chart, a signed copy of bidder's site control contract and a signed copy of the CREF Standard Amendment to Site Control Agreement Solar for All Program Covenants (see Exhibit B) will be required as a Milestone 1 deliverable. If appropriate, include the Property owner's support for the DCSEU SfA Program through a commitment to broadcast and help recruit/support tenants in applying for the SfA Program Subscriptions. 	Up to 15 points
2) Total Capacity proposed	<ul style="list-style-type: none"> Total capacity for each proposed Project and bidder's portfolio of Projects for the DCSEU SfA Program. The project's total capacity can be comprised of a single CREF or multiple CREFs. Note: Each project must be a minimum of 30 kW. If known, detail project interconnection point(s), and the number of CREFs expected. Highlight any challenges or activities involved in developing the CREFs. As noted, partial CREFs are not eligible to participate in the DCSEU SfA Program. 	Up to 10
3) DCSEU SfA CREF incentive requested	<ul style="list-style-type: none"> Price per watt requested as an incentive in return for installation and the capacity and production requirement. The price per watt 	Up to 15

Category	Criteria	Points
(not to exceed \$1.25/Watt)	may not exceed \$1.25 per watt. Note: The proposal with the lowest price per watt incentive will be awarded the maximum score for pricing and all other proposals will receive a proportionately lower score.	
B. Project Readiness		Total of 30 points
1) Documentation of Potential Project Performance	<ul style="list-style-type: none"> Provide documentation (using third-party solar design and analysis software) that each Project will produce at least 1,200 kWh/kW in the first year. Note: As outlined in the Subcontract, Projects will be required to deliver a minimum of 90% of expected annual weather adjusted output, as verified by the online PVWatts tool (or comparable solar performance modeling tool), adjusted for degradation of module efficiency over time (see Exhibit A: Attachment B and Attachment B2). 	Up to 10
2) Projected Financials	<ul style="list-style-type: none"> Provide a high-level budget in the form of a pro forma for each Project or across the portfolio of Projects being proposed for the Operating Period (see Proposal Elements, Section G below). 	Up to 10
3) Proposed Completion Schedule	<ul style="list-style-type: none"> Provide a schedule and proposed completion timeline including key milestones such as design completion, permits, Authorization to Install (ATI) submitted/received, procurement completed, construction start/finished, and interconnection/Authorization to Operate (ATO), for each Project proposed above. 	Up to 10
C. Qualifications and Team Experience		Total of 30 points
1) Operating capacity deployed in DC and across the US	<ul style="list-style-type: none"> Total capacity that the bidder has developed, and is currently operational in DC and across the U.S. (in kilowatts or megawatts). 	Up to 10

Category	Criteria	Points
	<ul style="list-style-type: none"> Documentation demonstrating bidder's ability to achieve the expected output for a project (design vs. actuals). Bidder's may submit up to ten (10) projects previously developed by bidder. Projects submitted should be of similar capacity and/complexity to bidder's proposed projects, if possible. 	
2) Prior Experience/Past Performance	<ul style="list-style-type: none"> Bidder's years of experience designing and building solar PV systems that meet or exceed industry standards and past performance in the SfA Programs (DCSEU SfA or DOEE SfA innovation and expansion grants) will be considered as a part of this scoring criterion. Bidders must provide: <ul style="list-style-type: none"> A minimum of three (3) references for similar work performed within the past three (3) years. The DCSEU will contact bidder's references to obtain or validate information about bidder's past performance. Bidder shall include the following information for each reference: customer name, contact information, location of project, total capacity, project timeline and any other relevant information. A completed past performance evaluation form for a minimum of one project, attached as Exhibit D. 	Up to 10
3) Qualifications and Experience	<ul style="list-style-type: none"> Bidders must include a detailed description of bidder's team, including experience in the solar industry, as well a detailed description of any financing partners or lower-tier subcontractors and their local business status with supporting documentation. Bidder must include a description of the any portions of the scope of work that will be subcontracted to lower-tier subcontractors. Prime bidders will be expected to contribute 	Up to 10

Category	Criteria	Points
	<p>in a meaningful way to the DCSEU SfA Program (i.e. installation or operation and maintenance) and will be scored based on the portion of the work performed by them. Bidder should provide documentation, such as a partner agreement or contract, that demonstrates the relationship between the bidder and the any team member and the work to be performed by each member of bidder's team.</p> <ul style="list-style-type: none"> Letter(s) of Commitment/Support from financing partner(s). Financing partner(s) must demonstrate experience or ability to finance projects in the DC Solar Market. Financing partner(s) <u>must</u> note that they are aware that incentive payments are conditional upon interconnection by the deadline of August 31, 2021 established by the DCSEU and a 15-year operating period for the benefit of low-income households in the District enforced with a penalty provision for output shortfalls. 	
D. Certified Business Enterprises		Total of 12 points
1) Categories for District CBEs	<ul style="list-style-type: none"> Certified Business Enterprise (CBE) and Small Business Enterprise (SBE) points: prime bidder is a CBE (see below). 	Up to 12
	TOTAL POINTS AVAILABLE	112

There are eight individual subcategories for which the prime bidder may earn CBE preference points. These are:

- SBE and/or Woman Owned Business Enterprise (WBE) certified by the DC Department of Small and Local Business Development (DSLBD) **(3 points)**;
- Resident-owned business (ROB) certified by DC DSLBD **(5 points)**;
- Longtime resident business (LRB) certified by DC DSLBD **(5 points)**;
- Local business enterprise (LBE) certified by DC DSLBD **(2 points)**;
- Local business enterprise with its principal offices located in a DC enterprise zone (DZE) certified by DC DSLBD **(2 points)**;
- Disadvantaged business enterprise (DBE) certified by DC DSLBD **(2 points)**;
- Veteran-owned business (VOB) certified by DC DSLBD **(2 points)**; and

- Local DC manufacturing business enterprise (LMBE) certified by DC DSLBD (2 points)

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a CBE is entitled to is twelve (12) points. There will be no preference awarded under Table 3, D.1 for subcontracting by the prime contractor with CBEs.

EVALUATION CRITERIA

This is a competitive solicitation. Proposals will be assessed and scored in accordance with the criteria outlined in Table 3 above. Each proposal should contain the bidder's most favorable costs and output commitment terms. The DCSEU reserves the right to evaluate proposals on criteria not listed above.

The DCSEU will evaluate all proposals to determine which bidders are best suited for providing the desired services. The DCSEU may request additional information from one or more bidders and may request personal interviews with the highest-ranked bidders.

PROPOSAL ELEMENTS

Below is a list of the categories that must be included in bidder's proposal. Please see Table 3 above for a detailed description of the individual criteria.

- A. Company Info:** Name of the business, contact person, and contact information, including full legal name of company for contracting purposes, address, telephone, mobile telephone number, e-mail address, and website address, as applicable.
- B. Company profile:** Provide a brief company profile, not exceeding 500 words, including any lower-tier subcontractors.
- C. Statement of ownership:** Describe the type of business entity (sole proprietorship, corporation, LLC, or other), and list the majority and minority owners.
- D. Bid Summary Table:** Including proposed values or summary information for each of the scoring criteria listed in Table 3 above. (The values a bidder provides in the bid summary table are its proposed values, which will not be binding on the DCSEU. The DCSEU in its sole discretion will determine the final values to be awarded to each bidder.)
- E. Binding Transmittal Letter (1 page maximum):** Each response must include a binding transmittal letter signed by a party authorized to obligate the bidder to the services described in the proposal. The letter must clearly identify the

person authorized to serve as the prime bidder representative for future communications regarding the proposal. **The letter must state that the proposal is valid for 90 days.**

- F. Capacity and Costs: (5 pages maximum):** This section shall include a list of proposed Projects(s), corresponding capacity and a letter of intent between bidder and the property owner(s) for each proposed Project. As noted in the CREF Incentive Milestone Chart, a signed copy of bidder's site control contract and a signed copy of the CREF Standard Amendment to Site Control Agreement Solar for All Covenants (see **Exhibit B**) will be required as a part of the Milestone 1 deliverables.
- Sites identified;
 - Total capacity proposed;
 - Documentation of potential project performance: and
 - SFA CREF incentive requested (not to exceed \$1.25/watt).

Proposals may include Projects that are already identified and/or Projects that will be identified and developed during the Subcontract period of performance; however, all Projects must meet the eligibility requirements outlined in Section VII (General Information for Bidders, Eligibility). Proposals containing a higher proportion of project capacity that is already identified, with specific property owners, system design, and letters of commitment from property owners or financial partners will be scored more highly and the proposal with the lowest price per watt incentive will be awarded the maximum score for pricing.

- G. Project Readiness (5 pages maximum):** Project Readiness will be pivotal to FY21 program success and will be carefully evaluated to ensure the DCSEU selects projects that can be completed no later than August 31, 2021 as will be outlined in the Subcontract. Bidder's proposal should provide documentation demonstrating bidder's ability to achieve the expected output for a project (design vs. actuals and detailed schedules for each project(s) demonstrating the bidder's ability to reach key project development milestones such as design completion, permits, ATI submitted/received, procurement completed, construction start/finished, and interconnection/ATO, for each Project proposed above.
- Additionally, each proposal must include for the Project or portfolio of Projects a high level budget in the form of a pro forma ("project financials") and a narrative for the project financials. This section of the proposal must include, at a minimum:
- Anticipated term and value for SRECs
 - Estimate of installed system price per watt (DC)
 - Statement of whether the Project or Portfolio of Projects expects to monetize investment tax credit and accelerated depreciation

The project financials narrative should explain each budget item. The explanation should allow a reviewer to understand why expenditure levels were chosen and how the line item amounts were derived. The narrative should list the principal assumptions made in the project financials.

H. Qualifications and Team Experience (5 pages maximum): This section of the response must demonstrate the bidder’s team’s (including lower-tier subcontractors) knowledge, experience, and ability to successfully complete the scope of work. This section of the proposal must include:

- Total capacity that bidder has developed and is currently operating in DC and across the U.S.;
- Prior experience and past performance designing and building solar PV systems including a minimum of three (3) references for similar work performed within the past three (3) years;
- Team composition and experience. Details on the roles and responsibilities of key personnel and team members, including lower-tier subcontractors. Experience should include certifications and trainings for key staff.

I. Proposal Exceptions Summary Form. Bidders are strongly encouraged to review the FY20 subcontract template (see **Exhibit A**) and return the Proposal Exception Summary Form (see below) with their proposal listing any exceptions bidder anticipates requesting to the Subcontract. Failure to note exceptions on the Proposal Exception Summary Form will not disqualify potential bidders; however, this may delay the subcontracting process and could result in a reallocation of awards if the DCSEU is unable to negotiate and execute a subcontract with a successful bidder in a timely manner.

RFP/ Subcontract Reference	Bidder’s Proposal Reference	Brief Explanation of Exception
(Reference specific outline point to which exception is taken)	(Page, section, items in bidder’s proposal where exception is explained)	(Short description of requested exception)
1.		
2.		

J. Evidence of CBE (SBE) status: Provide a current copy of your DC DSLBD certification(s) if any. Preference by way of scoring points will be given only to businesses certified by DC DSLBD, as described in Table 3, above.

- K. Licenses:** Proof of Basic Business license(s) and / or all applicable license(s) required to perform the services, including a DC Business License and a DC Clean Hands Certificate. Licenses must be current. Bidder should also provide the same information for any lower-tier subcontractors.
- L. Financial Solvency:** Before awarding subcontracts, the DCSEU will evaluate financial statements to determine selected bidder's financial solvency. Determination will be made on a "qualified or not qualified" basis at the sole discretion of DCSEU. Points will not be awarded for this criteria. Those bidders who are determined "not qualified" based on financial solvency may be required to submit additional documents.

Assurance of bidder's financial solvency:

- a. Must be emailed to ajohnson@dcseu.com and received by the DCSEU no later than **November 12, 2020 at 5:00pm EST**.
 - b. Must include one (1) balance sheet and profit loss summary for the last calendar or fiscal year. Financial documents must be signed and dated by a company representative. This is required information.
- M. Certificate of Insurance:** Bidder must also supply a current Certificate of Insurance showing evidence of General Liability and Workers Compensation Insurance. If awarded a subcontract, bidder will also be required to provide a final certificate of insurance evidencing compliance with the minimum insurance requirements outlined in their subcontract. Neither the District nor VEIC will make any separate measure or payment for the cost of any required insurance. Subcontractor will include all the costs of complying with the minimum insurance requirements in Subcontractor's price per watt.

The DCSEU anticipates the minimum requirements to be as outlined in Exhibit C but will confirm final insurance requirements prior to issuance of a subcontract.

- N. Disclosure of any pertinent litigation:** A bidder must disclose any past or pending judgments, lawsuits, actions, bankruptcies, or regulatory decisions or information that may adversely affect the bidder's ability to meet any requirements of this RFP, the subcontract, or the bidder's proposal. A bidder agrees to provide a detailed description of any of the above events and the applicable case number in its proposal. This disclosure obligation is an ongoing material obligation that applies from the date of proposal submission through the expiration of any resulting subcontract award. Failure to disclose pertinent litigation may result in the disqualification of a bidder's proposal.

- O. New Project/Funding Sources:** Each bidder must include a statement confirming and certifying:
- a. The proposed Project(s) have not and will not receive District of Columbia Government funds from another source;⁶
 - b. The proposed Project(s) have not already received an ATO from Pepco.

P. Confidentiality: All responses and information submitted by bidder (“bidder’s response”) to this RFP will be subject to disclosure under the District of Columbia Freedom of Information Act. (“FOIA Act”)⁷ A bidder’s response may be released pursuant a freedom of information request, with redactions based on exemptions from disclosure pursuant to the FOIA Act. Therefore, if bidder’s response includes information or materials considered by bidder to be confidential, bidder shall clearly mark such sections and provide a written explanation for each marked section. The written explanation must address the confidential nature of each marked section and an explanation of the harm that would occur if disclosed. **Under no circumstance can the entire response or price information be marked confidential.**

X. RESPONSE SUBMISSION

The DCSEU welcomes all qualified bidders to respond to this RFP. All responses must be submitted through the DCSEU Contractor Web Portal (<https://portal.dcseu.com>) by the deadline specified above. Bidders may request a copy of the DCSEU’s Solicitation Guide for the Contractor Web Portal by emailing proposals@dcseu.com.

In order to submit a response, new bidders must request an account by completing the username account request form available at <http://www.dcseu.com/about/rfq-profile-request-form>. **The DCSEU will process the request within two business days or sooner, when possible.** Returning bidders may use their existing account. If you have forgot your username, please contact WebPortalHelp@DCSEU.com.

Responses that are not in the required format, incomplete or not submitted by the response deadline may be disqualified. The DCSEU reserves the right, in its sole discretion, to waive any non-substantive administrative or technical irregularities in any non-conforming responses.

⁶ Funding from the DC Green Finance Authority (DC Green Bank) or the DC Property Assessed Clean Energy (PACE) Program is not subject to this prohibition on other District Government funds.

⁷ D.C. Official Code § 2-531 *et seq.*

Bidders that fail to submit financial statements to ajohnson@dcseu.com outlined in Section IX.L, Proposal Elements, Financial Solvency above will be automatically disqualified.

Contracting Office
Attn: Angel Ly
DC Sustainable Energy Utility
80 M Street SE, Suite 310
Washington, DC 20003
E-mail: proposals@dcseu.com
Web: www.dcseu.com

RFP Exhibit List:

[Exhibit A: Fiscal Year 2021 \(FY21\) CREF subcontract template](#)

Exhibit B: CREF Standard Amendment to Site Control Agreement Solar for All
Program Covenants Template

Exhibit C: Minimum Insurance Requirements

Exhibit D: Past Performance Evaluation Form

Exhibit A
FY20 CREF Subcontract
Template

Exhibit B
CREF Standard Amendment to Site Control Agreement Solar for All Program Covenants Template

**DCSEU Community Renewable Energy Facility
Standard Amendment to Site Control Agreement
Solar for All Program Covenants**

Subcontractor:	Insert Subcontractor Name
Property Owner(s):	Insert Name(s) of Property Owner(s)
Property Address:	Insert Address of Property
Effective Date:	Insert Amendment Effective Date

This STANDARD AMENDMENT TO SITE CONTROL AGREEMENT (“Amendment”) to be effective as of the “Effective Date” listed above is between the subcontractor identified in the table above (“Subcontractor”) and the owner(s) identified in the table above (“Property Owner(s)”) of the property located at the property address identified in the table above (“Property”) (Subcontractor and Property Owner(s), collectively referred to as the “Parties”).

WHEREAS, Vermont Energy Investment Corporation d/b/a District of Columbia Sustainable Energy Utility (“DCSEU”) has a contract (the “Prime Contract”) with the District of Columbia Department of Energy and the Environment (“DOEE”) to implement and manage the DCSEU Solar for All (“SfA”) Program; and

WHEREAS, to help maximize progress towards the DCSEU SfA Program goals and objectives, the DCSEU entered into a subcontract with Subcontractor to help incentivize the development of fully integrated and operational photovoltaic (PV) electric generation systems (each, a “PV System”) on properties located in the District of Columbia (each, a “Project”); and

WHEREAS, since Subcontractor is receiving incentive funds from the DCSEU to help support the costs of a PV System that will be constructed on Property Owner(s)’ Property under the DCSEU SfA Program, Subcontractor is required to enter into a site control agreement (lease, power purchase agreement or other approved form of contract) with the owner of the property where the Project will be installed (the “Property”) to secure certain DCSEU SfA Program restrictive covenants from the Property Owner as more fully set forth below; and

WHEREAS, Subcontractor and Property Owner(s) have entered into the **Insert Name of Site Control Agreement** dated **Insert Date of Site Control Agreement** (the “Site Control Agreement”) and desire to ensure that such DCSEU SfA Program covenants are incorporated therein;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, the Parties, intending to be legally bound, hereby agree as follows:

The Site Control Agreement is hereby amended to include the DCSEU SfA Program covenants set forth below. In the event of a conflict or inconsistency between the terms and conditions of the Site Control Agreement and the DCSEU SfA Program restrictive covenants set forth below in this Standard

Amendment, the DCSEU SfA Program restrictive covenants listed below shall control and govern the rights, duties and obligations of the Parties, and shall supersede any such conflicting or inconsistent terms in the Site Control Agreement:

DC SEU SfA Program Restrictive Covenants

A. Term. The Term of the Site Control Agreement shall be for a minimum of fifteen (15) years from the Commercial Operation Date. The Commercial Operation Date is defined as the date the PV System is fully constructed, generates electric energy on a commercial basis, the interconnection to the utility's electric grid has been authorized and is functioning with the utility, and the PV System is generating Community Renewable Energy Facility (CREF) credits. "CREF" or "Community Renewable Energy Facility" means an energy facility using renewable resources defined as tier one renewable sources in D.C. Official Code § 34-1431(15) that is located within the District of Columbia and where the monetary value of electricity generated by the facility is credited to the subscribers of the facility. (D.C. Official Code § 34-1501(9B)).

B. Access to Solar Facility. From the Effective Date of this Amendment through the date that is twenty (20) years from the Commercial Operation Date, Property Owner(s) hereby grants Subcontractor, the DCSEU, DOEE, third-party evaluators, and their authorized representatives the right to have reasonable access to the Project constructed on the Property for installation, operation, maintenance, repairs, inspections and ongoing monitoring of the Project.

C. Electricity Output and Grant of Use. Property Owner(s) understands and acknowledges Subcontractor is obligated to provide 100% of the incentivized solar electricity output for a period of fifteen (15) years from the Commercial Operation Date to DOEE-designated low-income recipients at no cost to such recipients.

D. Acknowledgement. Property Owner(s) acknowledges that the DCSEU SfA Program restrictive covenants outlined in subparagraphs A, B and C above shall run with the land, meaning that if the Property is conveyed, Property Owner(s) must execute a written transfer of these covenants to the subsequent property owner(s) to be binding upon such subsequent property owner(s) and any successor owners of the Property, and provide a copy of the written transfer notice to the DCSEU and DOEE. The written transfer notice shall be sent to the DCSEU, attention Solar for All Program, 80 M Street, SE, Washington D.C., 20003 and DOEE, attention Lance Loncke, Ph.D., Economist/Senior Program Analyst, 1200 First Street, NE, 5th Floor, Washington D.C. 20002.

1. In the event the Site Control Agreement is amended after the Effective Date of this Amendment, Property Owner(s) shall send a copy of the amendment to the DCSEU, attention Solar for All Program, 80 M Street, SE, Washington D.C., 20003 and DOEE, attention Lance Loncke, Ph.D., Economist/Senior Program Analyst, 1200 First Street, NE, 5th Floor, Washington D.C. 20002.
2. Except as otherwise set forth herein, the Site Control Agreement is hereby ratified and reconfirmed in its entirety.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date.

PROPERTY OWNER(S)

Signature _____ Date _____

Printed Name _____ Title _____

Signature _____ Date _____

Printed Name _____ Title _____

SUBCONTRACTOR

Signature _____ Date _____

Printed Name _____ Title _____

Exhibit C: Insurance

a. Minimum Insurance Requirements

- i. **Commercial General Liability Insurance.** Subcontractor shall provide evidence satisfactory to VEIC with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; bodily injury and property damage including, but not limited to: premises-operations; broad form property damage; products and completed operations; personal and advertising injury; and contractual liability and independent contractors. The policy coverage will be primary and non-contributory with any other insurance maintained by the District and VEIC, and will contain a waiver of subrogation, as set forth in Section (f) below. Subcontractor will maintain completed operations coverage for five (5) years following the Subcontract Operating Period.
- ii. **Automobile Liability Insurance.** Subcontractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this Subcontract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The automobile liability insurance must be held by Subcontractor, and not its individual employees.
- iii. **Workers' Compensation Insurance.** Subcontractor shall carry Workers' Compensation insurance, and with respect to such insurance shall comply with the statutory mandates of the District of Columbia and any other jurisdiction in which the Subcontract is performed.
- iv. **Employer's Liability Insurance.** Subcontractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- v. **Crime Insurance (3rd Party Indemnity).** Subcontractor shall provide a 3rd Party Crime Policy to cover the dishonest acts of Subcontractor's employees which result in a loss to the District. The policy shall provide a limit of \$1,000,000 per occurrence.
- vi. **Cyber Liability Insurance.** Subcontractor shall provide Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000, aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Subcontractor in this Subcontract and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- vii. **Professional Liability Insurance (Errors and Omissions)**. Subcontractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Subcontract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 annual aggregate.
 - viii. **Sexual/Physical Abuse and Molestation**. Subcontractor shall provide evidence satisfactory to VEIC and the Contracting Officer with respect to the services performed under this Subcontract that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate written. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage as a separate endorsement for the required amounts as evidenced on its Certificate of Insurance.
 - ix. **Umbrella or Excess Liability Insurance**. Subcontractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$3,000,000 per occurrence. All liability coverage must be scheduled under the umbrella and that the combined limits of the above required policies should be no less than \$3,000,000 aggregate. However, for subcontracts under \$100,000, Subcontractor may instead provide evidence satisfactory to VEIC with respect to the services performed that it carries \$1,000,000 in Umbrella and Liability Insurance.
- b. **Certificates of Insurance Requirements**. The Certificate(s) of Insurance shall name VEIC and the Government of the District of Columbia as additionally insured parties as their interests may appear on all liability policies and provide a waiver of subrogation in favor of the additional insured to the fullest extent allowable under all policies and under the law. In no event will any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to and accepted by VEIC. All insurance will be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher.
 - c. **Cancellation Notice; Duration**. All policies will provide that VEIC and DOEE will be given thirty (30) days prior written notice from the insurance carrier in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown in the certificate. It is the responsibility of Subcontractor to maintain current Certificates of Insurance on file with VEIC and DOEE through the Performance Period of this Subcontract. Subcontractor will provide VEIC and DOEE with ten (10) days prior written notice in the event of non-payment of premium. Subcontractor will maintain these insurance policies during the term of this Subcontract and for a period of five (5) years following the Subcontract Construction Period. Notwithstanding the aforementioned, Subcontractor shall maintain Commercial General Liability Insurance for a period of five (5) years following the Subcontract Operating Period.
 - d. **Liability**. These are the required minimum insurance requirements established by the District and VEIC. However, the required minimum insurance requirements provided above will not in any way limit Subcontractor's liability under this Subcontract.

- e. **Subcontractor's Property.** Subcontractor is solely responsible for any loss or damage to its personal property and its subcontractors, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment.
- f. **Waiver of Subrogation.** To the fullest extent allowable under all policies and under law, Subcontractor and its insurers hereby waive all rights of subrogation against the District and VEIC, and each of their respective directors, officers, employees, agents and representatives. Subcontractor shall include a waiver of subrogation in favor of the District and VEIC on its Certificate of Insurance and if requested furnish copies of endorsements as further evidence of a waiver of subrogation.
- g. **Measure of Payment.** Neither the District nor VEIC will make any separate measure or payment for the cost of any required insurance and bonds. Subcontractor will include all the costs of such insurance and bonds in Subcontractor's fees.
- h. **Notification and Stop Work.** Subcontractor shall immediately provide VEIC with written notice if its insurance coverage will be substantially changed, canceled or not renewed, and shall immediately cease Services if its insurance coverage is cancelled or reduced below the minimum insurance coverages required under the Subcontract. Subcontractor may resume Services once Subcontractor (i) provides an updated certificate of insurance to VEIC and DOEE in compliance with the minimum insurance coverages under this Section or (ii) the Parties execute a Subcontract amendment modifying the minimum insurance requirements.
- i. **Submission Requirements.** Subcontractor will submit a Certificate(s) of Insurance to VEIC and DOEE as part of the electronic execution process for this Subcontract giving evidence of the required coverage as specified in this Section prior to commencing work. Unless and until a Certificate(s) of Insurance is submitted to VEIC and DOEE that complies with the requirements of this Section, Subcontractor shall not commence work and Services hereunder, and VEIC shall be under no obligation to pay any invoices submitted by Subcontractor for work and Services performed before the required Certificate(s) of Insurance is submitted.
- j. **Disclosure of Information.** Subcontractor agrees that the District Government and VEIC may disclose the name and contact information of its insurers to any third party presenting a claim for any damages or claims resulting from or arising out of Services performed by Subcontractor, its agents, employees, or authorized subcontractors under this Subcontract.
- k. **No Warranty as to Coverages; Failure to Maintain Insurance.** No warranty is made by VEIC or the District Government that the coverages and limits listed herein are adequate to cover and protect the interests of Subcontractor for Subcontractor's operations. The required coverages are solely minimums that have been set to protect the interests of VEIC and the District Government. None of VEIC's or the District Government's insurance coverage will apply to Subcontractor. IN NO EVENT WILL VEIC OR THE DISTRICT GOVERNMENT BE LIABLE TO SUBCONTRACTOR FOR SUBCONTRACTOR'S FAILURE AND/OR ITS SUBCONTRACTOR'S FAILURE TO MAINTAIN ADEQUATE INSURANCE.
- l. **Broader Coverage; Higher Limits.** If Subcontractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown above, VEIC and the District shall be entitled to the broader coverage and/or the higher limits maintained by the Subcontractor and its subcontractors.

Exhibit D
Past Performance Evaluation Form

PAST PERFORMANCE SELF EVALUATION FORM

Summarize performance in each of the rating areas:

- 0 (Unacceptable)
- 1 (Poor)
- 2 (Acceptable)
- 3 (Good)
- 4 (Excellent)
- 5 (Outstanding)

Performance Elements	Rating	Notes
Quality of Services/Work <ul style="list-style-type: none"> • Compliance with contract requirements • Accuracy of milestone documentation • Technical Excellence • Delivery of turnkey services resulting in fully operational project(s) 		
Timeliness of Performance <ul style="list-style-type: none"> • Meet interim milestones • Reliable • Responsive to technical directions • Completed on time, including wrap-up • On-time submissions 		
Cost Control <ul style="list-style-type: none"> • Within budget • Current, accurate, complete billing 		
Business Relations <ul style="list-style-type: none"> • Effective Management • Responsive to contract requirements • Prompt notification of problems • Reasonable/cooperative • Flexible and Pro-active • CBE subcontracting program 		
Customer Satisfaction		

Name of Project: _____

Location of Project: _____

Name & Title of Evaluator: _____

Signature of Evaluator: _____

Name of Organization: _____

Evaluator E-mail and Phone: _____