

Solicitation Number: RFP-DCSEU-2024–CREF

Notice Type: Request for Proposals (RFP)

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

<p>Posted Date: 01/12/2024</p> <p>Webinar: 01/24/2024 at 12:00 PM ET</p> <p>Questions Due: 02/02/2024</p> <p>Proposals and Financials Due Date: 02/21/2024 at 5:00pm ET</p> <p>PLEASE NOTE: There will be NO extensions granted to this RFP</p>
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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 District of Columbia Department of Energy and Environment (DOEE) or DOEE’s designated third-party subscription management partner at no cost for a minimum period of 15 years (“Minimum CREF Commercial_Operation Period”²) 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**. All projects that plan to apply for any tax credit adder authorized by the Inflation Reduction Act (IRA)³ must be noted in the proposal. If a bidder is

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 The following terms are used throughout this RFP and are defined in Exhibit A: FY23 CREF Subcontract Template, Attachment A: Definitions and Acronyms: “DOB”; “Minimum CREF Commercial Operating Period”; “Commercial Operation”; and “Commercial Operation Date”.

³ Pub. L. 117-169.

awarded a subcontract, they will need to disclose if they intend to apply for the IRA adders for any project(s) authorized under the subcontract. If a project(s) authorized for Solar for All receives an IRA adder, the bidder/subcontractor will be required to enter into a commitment with VEIC to transfer 50% of the tax credit adder proceeds for the project(s) to VEIC for the development of SfA in Washington, DC. The commitment with VEIC would provide that, within 60 days of receipt of payment from the federal government for an IRA adder, the bidder/subcontractor will write a check payable to VEIC for 50% of the monetary value of the IRA adder payment to be used exclusively by VEIC for its SfA program. A subcontractor will be required to sign a commitment letter with VEIC with respect to any IRA tax adders for all of the subcontractor's CREF projects, i.e., for both projects for which the subcontractor intends to apply for a IRA adder and projects for which the subcontractor does not currently intend to apply but may do so in the future.

In constructing CREFs, bidders are prohibited from availing themselves of SfA Program funds – in the form of the price per watt incentive – *and* funding or financing, including an offer to purchase SRECs, made available, directly or indirectly, by AltaGas Ltd/Washington Gas Light to satisfy its obligations under Term 5 of the Settlement Agreement in Formal Case No. 1142 at the District of Columbia Public Service Commission (PSC); Term 5 requires AltaGas to develop or cause to be developed 10MW of either electric grid energy storage or Tier one renewable resources in Washington, D.C .⁴

The total incentive will be paid according to the milestone payment schedule set forth in Table 2 based on the anticipated direct current (DC) capacity of the CREF(s) and timely completion of the milestone deliverables. The final incentive payment will be adjusted based on the as-built system size which will be determined by the DCSEU through a quality assurance and quality control inspection. The price per watt incentive will be the only payment made by the DCSEU for completion of the Scope of Work, including assignment of the electrical output to DOEE for the Minimum CREF Commercial Operation Period.

Successful bidders are expected to make a competitive return on their investment in the CREF(s) by monetizing available tax credits (including depreciation), such as the

⁴ F.C. 1142, Order No. 19396, Appendix A, ¶15 (*rel.* June 29, 2018). Term 5 of the Settlement Agreement states:

AltaGas shall, within five years after Merger Close, develop or cause to be developed 10MW of either electric grid energy storage or Tier one renewable resources in Washington, D.C. If AltaGas or one of its affiliates develops the project, the construction of the project shall be competitively bid. AltaGas may retain the renewable energy certificates ("RECs") and tax attributes for the Tier one resource. AltaGas will use reasonable best efforts to ensure at least twenty percent of the operational jobs for the 10MW are sourced from the local workforce. The costs of this project shall not be recovered through Washington Gas's utility rates. AltaGas shall use best efforts to target this project in capacity-constrained electric distribution areas. The Joint Applicants shall file its plan for the 10MW project for approval by the Commission within 180 days of Merger Close and an annual progress report following approval of this plan.

Investment Tax Credit (ITC), IRA ITC tax credit adders, and participation in the solar renewable energy credit (SREC) market.

The Scope of Work for this RFP is further described in **Section VI. (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 evidence of **site control** for each site where the CREF(s) will be located, which may be in the form of a letter of intent, lease agreement, or other agreement between bidder and the property owner(s) and **financial statements** from their company and/or their financier(s) to help DCSEU evaluate their financial solvency as further described in **Section X.M.** (Response Requirements, Proposal Elements, Financial Solvency). If awarded a subcontract, successful bidders will be required, as part of Milestone 1, to secure the necessary rights and approvals from the property owner(s) to enroll the CREF(s) in the DCSEU SFA Program using the **DCSEU CREF Site Control Agreement Supplement SFA Program Covenants** ("Site Control Amendment," see Exhibit A, Attachment B1).

The **CREF subcontract template for Fiscal Year 2023 (FY23)** is attached to this RFP as **Exhibit A**. Bidders are strongly encouraged to carefully review this RFP and the template to fully understand the fundamental requirements of the DCSEU SFA CREF Program before submitting a proposal. A copy of the template for FY24 will be made available on or before the deadline for issuing subcontracts.

The DCSEU anticipates making the following changes to the FY23 CREF subcontract template, which will be captured in the FY24 CREF subcontract template.

- provisions concerning the IRA ITC tax credit adders, and a prohibition on AltaGas financing/funding as stated in further detail in section V. E.

The DCSEU reserves the right to make changes to the subcontract template prior to issuance of subcontracts. **It is important for bidders to understand that many of the subcontract terms and conditions will be non-negotiable (e.g., insurance requirements)**. 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: 1) reallocate funds after issuance of award notices if the DCSEU is unable to sign a subcontract with the successful bidders in a timely manner; 2) reduce the subcontract not-to-exceed amount in its subcontract(s) with successful bidder(s) if the DCSEU is unable to authorize CREFs in a timely manner due to missing documentation; and/or 3) replace CREFs that fail to meet program requirements, such as milestone deliverables or deadlines, with CREFs from other successful bidders, if deemed by the DCSEU in its sole discretion to be in the DCSEU's best interest.

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 2041.⁵ The SfA program has identified a complementary target of reducing the electric bills of 100,000 low-income District households by 50 percent by 2032.⁶ 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 Fiscal Year (FY) 2011; the parties entered a new contract in FY 2017 and DOEE exercised a 5-year option period beginning in FY22 for continued DCSEU operations.

The purpose of the DCSEU is to design and administer programs in the District to reduce greenhouse gas (GHG) emissions, increase energy savings and 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 #E.1 in Table 3).

The DCSEU has been working with DOEE since FY 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.

Since June 2018, the DCSEU has served as the administrator of the DOEE's SfA program. In this time, through single-family and community solar installations, the DCSEU has been able to help over 9,000 income-qualified District households reduce their electricity bills by approximately 50% for the next 15 years and has worked extensively with Certified Business Enterprises (CBEs) throughout the District to complete this work. The DCSEU looks forward to continuing and expanding on these successes in FY 2024 and beyond.

In addition to the Solar for All incentive, financing is available through the DC Green

⁵ DC Code § 34-1432(c)(31)

⁶ For further background on Solar for All, see: <https://doee.dc.gov/solarforall>.

Bank at the pre-construction, construction, and permanent stage for solar projects as well as other categories of sustainability projects. DC Green Bank’s financing rates for eligible borrowers undertaking Solar for All projects are in the range of 5 – 8.5% with terms of up to 10 years for portfolios of at least 150kW. For smaller portfolios, DC Green Bank offers financing under the Small Business Loan Program, a partnership with City First Enterprises.

DC Green Bank also finances pre-construction architectural, design, and engineering costs associated with solar and sustainable infrastructure projects as well as offering a range of other financing options for resiliency, sustainability, and energy infrastructure projects, including the DC PACE (Property Assessed Clean Energy) program. In addition to expanding solar development in the District, DC Green Bank continues to explore opportunities to finance stormwater resilience (green infrastructure), green buildings, and transport electrification. To discuss potential projects with the team or for more information, visit www.dcgreenbank.com [dcgreenbank.com] or email info@dcgreenbank.com.

IV. RFP MILESTONES / SCHEDULE

Table 1: Schedule: Below is the anticipated schedule for the DCSEU FY24 SfA CREF program year. The DCSEU reserves the right to adjust the schedule as needed.

Milestone*	Deadline
RFP Issued	01/12/2024
Pre-bid webinar (optional)	01/24/2024
Questions submitted to the DCSEU (proposals@dcseu.com)	02/02/2024
Responses posted to the DCSEU website	02/09/2024
Deadline for Proposals and Financials	02/21/2024
Determination of Award	02/29/2024
Subcontracts Issued ***Any and all supplemental project information requested by DCSEU must be received, reviewed, and approved by this deadline in order to issue subcontracts in a timely manner.***	03/12/2024
Deadline for subcontracts to be signed and bidders to submit Certificates of Insurance (COI) and copies of insurance policies (if requested, due to evidence compliance with insurance requirements).	03/26/2024
Milestone #1:	05/31/2024
Milestone #2:	06/28/2024
Milestone #3:	07/31/2024
Milestone #4:	09/13/2024
Minimum CREF Commercial Operation Period	Commercial Operation Date + 15 years

	(minimum)
<p>* : Given uncertainty about when IRA adders may be awarded for projects included in proposals, VEIC cannot include a date in the schedule for when a subcontractor would be expected to write a check for 50% of adder proceeds to VEIC to be used exclusively for VEIC's SfA program. However, subcontractors should be aware that pursuant to an agreement with VEIC, they would be required to write the check within 60 days of receiving a payment from the federal government for an IRA adder.</p>	

V. ELIGIBILITY REQUIREMENTS

This RFP is open to all bidders, including grantees of the SfA Innovation and Expansion Grants from DOEE. Bidders that were awarded a DCSEU CREF SfA subcontract in prior fiscal years must submit a proposal to this RFP to be considered for FY24 funds. A bidder's past performance will be considered and evaluated as a part of the scoring criteria.

The following CREFs are not eligible for the SfA Program and should **not** be included in bidder's proposal response:

- A. CREFs located outside the District of Columbia.
- B. CREFs that cannot adhere to CREF milestone schedule set forth in Table 2 and/or achieve commercial operation within 14 calendar days after receipt of Authorization to Operate (ATO).
- C. CREFs that received other incentives from the Government of the District of Columbia or funding to promote solar through DOEE's earlier SfA initiatives, such as the Solar for All DC Innovation & Expansion Grants, or other offerings;
- D. CREFs that have achieved PEPCO Authorization to Operate (ATO) prior to the effective date of the subcontract between the Subcontractor and the DCSEU;
- E. CREFs that avail themselves, directly or indirectly, of funding or financing, including an offer to purchase SRECs, made available by AltaGas Ltd./Washington Gas Light to satisfy its obligations under Term 5 of the Settlement Agreement in Formal Case No. 1142 at the DC PSC;
- F. CREFs that will not designate 100 percent of the electricity output to DOEE designated low-income households (e.g., partial CREF allocations) for the Minimum CREF Commercial Operation; or
- G. CREFs with estimated production values below 1,200 kWh/kW during the first twelve months of electricity generation, unless otherwise approved in writing by the DCSEU.

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 or has identified another mechanism to transfer benefits from the solar development to residents (subject to approval by DCSEU and DOEE); for residences that are individually metered, they may apply for Solar for All assistance by completing DOEE's Solar for All Application available at

<https://doee.dc.gov/solarforall>. More information is also available on PEPCO's website, please visit <https://www.pepco.com/smart-energy/my-green-power-connection/solar-for-home-business/community-solar/community-solar-dc>

VI. SCOPE OF WORK

The primary objective of this RFP is for bidders to identify, design, permit, construct, operate, and maintain fully integrated and operational CREFs for the Minimum CREF Commercial Operation 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 (General Scope of Work, Penalty Mechanism Calculation and Penalty Calculation Workbook)**. The DCSEU's baseline calculations of solar production will be "Weather-Adjusted" to remove the uncertainty related to weather variability in a given production year during the Minimum CREF Commercial Operation Period.

Successful bidders will be required to execute a subcontract with the DCSEU. All services provided by successful bidders will be authorized by the DCSEU in their subcontract (see **Exhibit A, Attachment C "Subcontractor's Portfolio of Approved CREFS and Summary of Milestone Deliverables"**). The subcontract will require the following contractual commitments, all of which are set forth in much more detail in the subcontract template:

- A. Provide 100 percent of the electrical output from the CREF(s) incentivized under the DCSEU SfA CREF Program for the Minimum CREF Commercial Operation 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),⁷ adjusted for degradation of module efficiency over time;
- C. Pay a financial penalty if the CREF or portfolio of CREF(s), as applicable, fails to meet the Subcontract Annual Minimum Production Requirement (see Exhibit A: FY24 CREF Subcontract Template, Attachment B: Scope of Work and Pricing Provisions for more information about this requirement) unless an alternate remedy is approved by the DCSEU and DOEE in writing, such as replacing or supplementing the electrical output using non-SfA projects; and
- D. Promptly repay all milestone incentive payments to the DCSEU, but in no event later than 30 calendar days from a DCSEU request, if the Subcontractor's CREF(s) do not complete all milestones by the deadlines established by the DCSEU, fails to deliver at least 15 years of electrical system output, or fails to achieve Commercial Operation within 14 calendar days

⁷ <https://pvwatts.nrel.gov/pvwatts.php>

after receipt of the Authorization to Operate (ATO).

As noted above, successful bidders will be paid the total incentive in interim milestone percentage payments based on the anticipated direct current (DC) capacity of the CREF(s) and timely completion of the milestone deliverables. Table 2 includes the anticipated CREF incentive milestone chart for FY24. The DCSEU reserves the right to adjust the milestones as needed.

Table 2: Anticipated FY24 CREF Incentive Milestone Chart (see Exhibit A: FY24 CREF Subcontract Template, Attachment B: Scope of Work and Pricing Provisions, for more detailed information about the milestone deliverables).

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 evidence of site control for the Minimum CREF Commercial Operation Period for each site where the CREF(s) will be located. Evidence may be in the form of</p> <ul style="list-style-type: none"> • A signed copy of their site control agreement (e.g., lease, power purchase agreement, or other agreement approved by DCSEU) with the owner(s) of the property where the CREF(s) will be installed; and • A signed copy of the "DCSEU CREF Site Control Agreement Supplement SfA Program Covenants" (see Exhibit A, Attachment B1). <p>B. <u>Stamped Engineering Design Documents</u>. Subcontractor will be required to submit for DCSEU approval comprehensive, stamped engineering design documents for the CREF(s). The stamped drawings must include the following:</p> <ul style="list-style-type: none"> • Project description and size; • Installer information; • System design/layout; 	05/31/24	0%

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

Milestone	Deliverables	Deadline	Incentive Payment
	<ul style="list-style-type: none"> • System electrical design; and • Equipment details, specifications, and cut sheets (all inverters must be compatible with the performance monitoring software selected by the DCSEU). <p>C. <u>Installation Permits</u>. Subcontractor shall submit evidence of all DOB permits and any other permits or approval required to commence construction of the CREF(s), including, but not limited to, DOB solar and electrical permit(s) and any other permits, approvals or inspections required, such as historic, zoning or DDOT.</p> <p>D. <u>Financing Plan</u>. Subcontractor shall submit a financing plan for the CREF(s), along with letters of commitment from financiers (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 loaned and the anticipated project costs; • 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>. Subcontractor shall provide a project schedule and installation plan for the CREF(s) by site location, identifying any potential delays.</p>		

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

Milestone	Deliverables	Deadline	Incentive Payment
2.	<p>A. <u>Evidence of Purchase</u>. Subcontractor shall provide evidence that all the equipment for the CREF(s) 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>Evidence of Equipment Condition</u>. Subcontractor shall provide evidence demonstrating that all equipment is new, never used, and has all factory warranties intact.</p> <p>C. <u>Warranties and Guarantees for the PV System and Components</u>. Subcontractor shall submit copies of the manufacturer warranties for modules, inverters, and optimizers and guarantees for the PV system.</p> <p>D. <u>PEPCO Approval of Interconnection Application & Agreement Part I ("Approval to Install" or "ATI")</u>. Subcontractor shall submit evidence of ATI for the CREF to the DCSEU.</p>	06/28/24	50%
3.	<p>A. <u>DOB Temporary Pending Final Inspection Report (TPF) Received by PEPCO</u>. For each CREF, Subcontractor shall submit a copy of the approved TPF inspection report, signed and/or initialed by the inspector. Subcontractor shall also ensure the TPF inspection results are received by PEPCO directly from DOB and deemed acceptable.</p>	07/31/24	30%
4.	<p>A. <u>DCSEU QA/QC inspection</u>. Each CREF must pass the DCSEU's quality assurance/quality control inspection.</p> <p>B. <u>As-Built/Revised Permits and Evidence of Final Inspection</u>. Subcontractor shall submit a copy of any as-built/revised permits and drawings, including DOB solar and electrical permits, as well as evidence that</p>	09/13/24	20%

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

Milestone	Deliverables	Deadline	Incentive Payment
	<p>the CREF(s) have passed the required DOB final inspection(s).</p> <p>C. <u>ATO Approval</u>. Subcontractor shall submit documentation or evidence showing PEPCO’s Approval of Interconnection Application & Agreement Part II (“Authorization to Operate” or “ATO”).</p> <p>D. <u>Production Data</u>. Subcontractor must submit the inverter login credentials and API keys (including associated site ID, URL, IP address and access credentials, location data, username, password, and any other information as required to collect the data on the inverter) and any additional documentation (including but not limited to manuals and nomenclature on how to connect to every make and model of inverter on site) to allow the DCSEU to monitor the electrical output both manually and via automation at regular intervals.</p> <p>E. <u>Operations and Maintenance (O&M) Manual</u>, to include:</p> <ul style="list-style-type: none"> • Information on maintenance schedule and safety precautions; • Company/emergency O&M contacts; • Any As-Built Drawings (approved by DOB, if applicable); and • Any revised cut sheets or warranties based on as-built system. <p>F. <u>Recorded Site Control Documents</u>. Subcontractor shall provide evidence showing the executed Site Control Agreement and DCSEU CREF Site Control Agreement Supplement SfA Program Covenants have been recorded with the DC Recorder of Deeds for the CREF(s).</p>		
N/A	Additional Subcontractor Requirements:		0%

CREF INCENTIVE MILESTONES (ALL MILESTONE DELIVERABLES, DEADLINES AND PAYMENTS ARE SUBJECT TO CHANGE)			
Milestone	Deliverables	Deadline	Incentive Payment
	A. <u>DC Public Service Commission (PSC) Application</u> . Subcontractor shall use commercially reasonable best efforts to register each CREF on a timely basis with the PSC to generate and sell solar renewable energy credits (SRECs). Subcontractor shall comply with the process outlined by the PSC for registration (see https://dcpsc.org/Utility-Information/Electric/RPS.aspx) and submit documentation or evidence to the DCSEU to confirm Subcontractor has registered each CREF. B. <u>IRA Tax Credit Adders</u> : Subcontractor shall, within 60 days of receipt of payment from the federal government for an IRA adder, write a check payable to VEIC for 50% of the monetary value of the IRA adder payment to be used exclusively by VEIC for its SFA program.		

VII. 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, 2024. Therefore, all CREFs must be completed no later than **September 13, 2024** as will be outlined in the Subcontract.

VIII. GENERAL INFORMATION FOR BIDDERS

The DCSEU is the sole point of contact for this RFP. 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 optional, pre-bid informational webinar is scheduled for January 24th, 2024 at 12:00 PM ET. 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 webinar for bidders 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)⁸. Proposals will be evaluated and scored based on the roles and responsibilities of the bidder's team and prior experience working together.

District contracts in excess of \$250,000 require a minimum 35 percent CBE/SBE subcontracting utilization plan and monitoring throughout the life of the contract. Accordingly, the DCSEU may require that 50% of the incentives awarded under this RFP be retained by CBE/SBE contractors or, if contractors are not SBEs themselves, that such contractors have CBE/SBE subcontractors/vendors that will receive a minimum of 50% of the incentives awarded.. Preference points will be awarded only to prime bidders who are CBE(s)/SBE(s) and commit to retaining the incentives or a significant portion of the incentives, and will be distributed in the order described in Section X.

The prime bidder will be required to report the percentage of funds received by an CBE(s)/SBE(s) and the specific portions of the scope of work that will be completed by a lower-tier subcontractor to the DCSEU (See Exhibit A, Section 9.a. Certified Business Enterprises) unless compliance has been waived in writing by the DCSEU. The prime bidder will also be required to 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 is anticipated to be approximately \$3,200,000 subject to availability of funding and depending on the strength of the responses. Individual awards are expected to be in the range of \$100,000 to \$1+ million. A qualified and highly competitive bid may be awarded a significant fraction of the total award pool.

Limitation

This RFP 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

⁸ More information about Certified Business Enterprise (CBE) categories including SBE can be found at <https://dslbd.dc.gov/>.

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 for this RFP.

IX. 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 sent by email as outlined below no later than 5:00 p.m. ET on February 21, 2024. See Section X (Proposal Requirements) below for more information about submitting your proposal through the DCSEU Contractor Web Portal.

X. 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

Category	Criteria	Points
1) Sites Identified	<ul style="list-style-type: none"> • A proposed portfolio of CREFs by site location and related information (location, expected capacity, facility type, number of residents), and any other information the bidder would like to provide to help evaluate the project. • For each proposed CREF(s) by site location, bidder must submit evidence of site control where the CREF(s) will be located, which may be in the form of a letter of intent, lease agreement or other agreement between bidder and the property owner(s). As noted in Table 2, the CREF Incentive Milestones Chart, a signed copy of bidder's site control agreement and a signed copy of the DCSEU CREF Site Control Agreement Supplement SfA Program Covenants (see Exhibit A, Attachment B1) will be required as a Milestone 1 deliverable. 	Up to 10
2) Total Capacity proposed	<ul style="list-style-type: none"> • Total capacity for each proposed site location and bidder's portfolio of sites for the DCSEU SfA Program. The site's total capacity can comprise a single CREF or multiple CREFs. Note: Each CREF(s) must be a minimum of 30 kW per site location. • If known, detail the interconnection point(s) and the number of CREFs expected for each site. Highlight any challenges or activities involved in developing the CREFs. As noted, partial CREFs are not eligible to participate in the DCSEU SfA FY24 Program. 	Up to 5
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 over the 15-year minimum term. The requested incentive may not exceed \$1.25 per watt. • Requests for different rates for projects within proposal must be justified with rationale and all 	Up to 25

Category	Criteria	Points
	<p>projects in the subcontractor's portfolio must still meet the criteria of the program including but not limited to each project not exceeding \$1.25 per watt and estimated production values being greater than or equal to 1200 kWh/kW.</p> <ul style="list-style-type: none"> • 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. • All projects that plan to apply for any tax credit adder authorized by the IRA must be noted in the proposal. If a bidder is awarded a subcontract, they will need to disclose if they intend to apply for the IRA adders for any project(s) authorized under the subcontract. If a project(s) authorized for Solar for All receives an IRA adder, the bidder/subcontractor will be required to enter into a commitment with VEIC to transfer 50% of the tax credit adder proceeds for the project(s) to VEIC for the development of SfA in Washington, DC. The commitment with VEIC would provide that, within 60 days of receipt of payment from the federal government for an IRA adder, the bidder/subcontractor will write a check payable to VEIC for 50% of the monetary value of the IRA adder payment to be used exclusively by VEIC for its SfA program. A subcontractor will be required to sign a commitment letter with VEIC with respect to any IRA tax adders for all of the subcontractor's CREF projects, i.e., for both projects for which the subcontractor intends to apply for a IRA adder and projects for which the subcontractor does not currently intend to apply but may do so in the future. 	
B. Project Readiness		Total of 25 points
1) Documentation of Potential Project Performance	<ul style="list-style-type: none"> • Provide documentation (using third-party solar design and analysis software) showing estimated production. Each Project must produce at least 1,200 kWh/kW in the first year based on reasonable modeling assumptions. • As outlined in the Subcontract, CREFs will be required to deliver a minimum of 90% of 	Up to 10

Category	Criteria	Points
	<p>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).</p>	
2) Project Financials	<ul style="list-style-type: none"> Provide a high-level budget for developing the CREF(s) in the form of a pro forma ("project financials") for each site location or across the portfolio of sites being proposed, including for the Minimum CREF Commercial Operation Period (see Section X. Proposal Requirements, subsection G below). 	Up to 5
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, Approval to Install (ATI) submitted/received, procurement completed, construction started/finished, and interconnection/Authorization to Operate (ATO) submitted/received, for each site proposed above. If any proposed CREF(s) for a site(s) have already met one or more requirements under the SfA program milestones in Table 2 above (e.g., DOB permits received, Pepco ATI received, site control agreement in place (with the exception of ATO, which would make the project ineligible), etc.), note any and all that have been achieved and for which site(s). Proposals with CREFs in a more advanced state of development will be scored more favorably under this criterion. 	Up to 10
C. Qualifications and Team Experience		Total of 30 points
1) Operating capacity deployed in DC	<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 5

Category	Criteria	Points
and across the US	<ul style="list-style-type: none"> Documentation demonstrating bidder's ability to achieve the expected output for a CREF(s) at a particular site (design vs. actuals). Bidders may submit up to ten (10) CREFs or sites previously developed by bidder. CREFs or sites submitted should be of similar capacity and/complexity to bidder's CREFs or sites proposed for this RFP, 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; 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, attached as Exhibit C. DCSEU reserves the right to consider past performance under the SfA program when awarding points under this criterion. 	Up to 15
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 as a detailed description of any financing partners or lower-tier subcontractors and their local business status with supporting documentation. Bidders must include a description of any portions of the scope of work 	Up to 10

Category	Criteria	Points
	<p>that will be subcontracted to lower-tier subcontractors and their history working with each proposed partner and/or subcontractor. Prime bidders will be expected to contribute 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. Bidders 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. Bidders’ prior experience working with the proposed team will also be considered when awarding points under this criterion.</p> <ul style="list-style-type: none"> • Points will be awarded if a bidding entity is doing the majority of the installation work in-house without the need to subcontract this work to a third-party (who’s availability could cause delays). • 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 of the CREFs by the deadline of September 13, 2024 established by the DCSEU and a minimum 15-year Minimum CREF Commercial Operation Period for the benefit of low-income households in the District enforced with a penalty provision for output shortfalls. 	
D. Innovation		Total of 5 points
1) Open ended to encourage bidders to	<ul style="list-style-type: none"> • Bidders are encouraged to highlight facets of their proposed CREF(s) by site location that achieve or align with DC DOEE or DC 	Up to 5

Category	Criteria	Points
<p>proposed favorable innovations</p>	<p>Government mission goals to enhance the CREF’s benefit to the community. To receive all 5 points, the bidder must explain how the proposed innovation is technologically novel while also being a scalable application that provides clear demonstrable benefits to District residents. Examples include but are not limited to:</p> <ul style="list-style-type: none"> • Assistance: building owners receiving roof lease payments indicate that a portion of roof lease payments will be assigned to low-to-moderate income (LMI) residents in the building as a monetary value benefit. • Buildings: energy efficiency measures on the building are incorporated into the CREF construction and are made more affordable or expedient through the development of the CREF. • Buildings: electrification and degasification measures taken to mitigate natural gas consumption by the building are incorporated into the CREF construction and are made more affordable or expedient through the development of the CREF. • Buildings: the building where the CREF is sited is one that requires compliance with DOEE’s building energy performance standards (BEPS) and the building is already in compliance or is working to come into compliance. • Electricity Policy: the CREF is a virtual CREF. • Electricity Policy: the CREF is on a building that is master-metered and the bidder is working with the building owner to pursue submetering or has another mechanism to transfer benefits from the solar development to residents (subject to DCSEU and DOEE approval). 	

Category	Criteria	Points
	<ul style="list-style-type: none"> • Electricity Policy: the CREF is on a site utilizing or generating alternative (i.e., non-solar) renewable energy and the CREF does not hinder the harnessing of the non-solar renewable energy. • Enhanced Term: CREF(s) with an operating period term longer than 15 years. • Green Economy: the CREF construction has a contractual commitment for the majority of labor hours to be performed by SolarWorks DC graduates. • Sustainability/Resiliency: the CREF is developed in a manner that enhances or enables urban agriculture. • Sustainability/Resiliency: the CREF is developed in a manner that mitigates stormwater runoff, especially in a combined-sewer-overflow area. Examples include committing to following best practices as identified by a DOE funded study from 2023, recognizing practices, including but not limited to: managing soil compaction and bulk density across the site; including soil depth (rooting depth) in stormwater modeling and design; installing, establishing, and maintaining appropriate vegetated ground cover between and under the arrays to facilitate infiltration; and ensuring appropriate distance between arrays for infiltration. • Sustainability/Resiliency: the CREF has a battery storage component by which all energy is exported to the grid while the system is energized. • Natural Resources: the CREF is developed in such a manner that it maintains or enhances wildlife protection measures. 	

Category	Criteria	Points
	<ul style="list-style-type: none"> Subscriber Recruitment: one or more property owners of the CREF site commit in a letter of support to recruiting income eligible tenants. 	
E. Certified Business Enterprises		Total of 12 points
1) Categories for District CBE/SBEs	<ul style="list-style-type: none"> Certified Business Enterprise (CBE) and Small Business Enterprise (SBE) points: prime bidder is a CBE/SBE (see below). All bidders shall disclose in their proposal the percentage or amount of the incentives bidder shall commit to being retained by a CBE/SBE. If the percentage or dollar amount varies by CREF or site location, prime bidder shall include a breakdown in a CBE/SBE spend plan using the template provided in Exhibit D. 	Up to 12
	TOTAL POINTS AVAILABLE	112

The subcontracts awarded under this RFP will be partially funded by the Renewable Energy Development Fund under D.C. Code § 34-1436(b)(1), REDF-funded projects must be distributed in the following order:

1. To qualifying applicants that are CBEs, as defined in D.C. Code § 2-218.02(1D).
2. To qualifying Non-CBE applicants.

For this RFP, a qualifying bidder/applicant is any bidder/applicant with a total score within five (5) percent of the highest scoring bidder/applicant, with the total score including points awarded to CBEs and SBEs.

If DCSEU determines that it will make an award based on the applications received, DCSEU will select the awardee for this RFP using the following process:

1. If one or more non-CBE applicants has the highest score, and a CBE applicant's score is within five (5) percent of the highest score, the CBE applicant will be considered a qualifying applicant and will be selected for the award.
2. If a non-CBE applicant has the highest score, and a CBE applicant's score is lower than five (5) percent of the highest score, the CBE applicant will not be considered a qualifying applicant and the non-CBE applicant will be selected for the award.

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 is twelve (12) points.

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 scoring 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 proposal 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: This section shall include a list of proposed CREF(s) by site location, corresponding capacity and a letter of intent between bidder and the property owner(s) for each proposed site. As noted in Table 2, the CREF Incentive Milestone Chart, a signed copy of bidder's site control contract **and** a signed copy of the DCSEU CREF Site Control Agreement Supplement SFA Program Covenants (see Exhibit A, Attachment B1) will be required as a part of the Milestone 1 deliverables.

Proposals may include CREFs that are already identified and/or CREFs that will be identified and developed during the Subcontract period of performance; however, all CREFs must meet the eligibility requirements outlined in Section V. Proposals containing a higher proportion of CREF 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: Project Readiness will be pivotal to FY24 program success and will be carefully evaluated to ensure the DCSEU selects CREFs that can be completed no later than September 13, 2024, as outlined in the Subcontract. Bidder's proposal should provide documentation demonstrating bidder's ability to achieve the expected output for the CREF(s) at each site and detailed schedules for each CREF(s) at each site 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 submitted/received, for each site proposed above.

Additionally, each proposal must include for the CREF(s) or portfolio of CREF(s) 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 the SRECs
- Estimate of installed system price per watt (DC)
- Statement of whether the Project or Portfolio of Projects expects to monetize the investment tax credit and accelerated depreciation
- A statement indicating the bidder will sign a commitment letter with VEIC that requires bidder to, within 60 days of payment from the federal government for an IRA tax credit adder, write a check payable to VEIC for 50% of the value of the payment for the IRA adder to be used exclusively by VEIC for its SfA program;
- A statement prohibiting the bidder from availing themselves of both SfA Program funds – in the form of the price per watt incentive – *and* funding or financing, including an offer to purchase SRECs, made available, directly or indirectly, by AltaGas Ltd./Washington Gas Light to satisfy its obligations under Term 5 of the Settlement Agreement in Formal Case No. 1142 at the DC PSC

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.;
- Documentation demonstrating bidder's ability to achieve the expected output for a project (design vs. actuals). Bidders may submit up to ten (10) projects previously developed by bidder.
- 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. For experience, include certifications and trainings for key staff, as well as the bidder's experience in working with each proposed lower-tier subcontractor.
- Subcontractors that show the ability to perform more work in-house without reliance on 3rd parties (and their schedules) will be favored in this category (for example subcontractors/bidders who plan to design, permit, construction, and operate the system without reliance on subcontractors to perform a portion of these activities such as solar PV construction, roofing or heavy-ups).

- I. Proposal Exceptions Summary Form: Bidders are strongly encouraged to review the FY23 CREF subcontract template, and the forthcoming draft FY24 CREF subcontract template, including, but not limited to, the Scope of Work (see Exhibit A, Attachment B) 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 funds if the DCSEU is unable to negotiate and execute a subcontract with a successful bidder in a timely manner.

Table 4: Proposal Exceptions Summary Form

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 and anticipated amount to be retained by a CBE: Provide a current copy of your DC DSLBD certification(s), if any, and any lower-tier subcontractors CBE certification numbers. **All bidders shall disclose in their proposal the percentage or amount of the incentives bidder will commit to being retained by a CBE.** If the percentage or dollar amount varies by CREF or site location, prime bidder shall include a breakdown in a CBE spend plan using the template provided in Exhibit D. As noted above, preference points will be awarded only to prime bidders who are CBEs and commit to retaining the incentives or a significant portion of the incentives.

Please note awards will be conditioned upon a contractual commitment for a certain percentage or amount of the incentives to be retained by a CBE/SBE. The prime bidder will be required to report the percentage of funds received by a CBE(s)/SBE(s) and the specific portions of the scope of work that will be completed by a lower-tier subcontractor to the DCSEU (See Exhibit A, Section 9.a. Certified Business Enterprises) unless compliance has been waived in writing by the DCSEU. The prime bidder will also be required to 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).

- K. Description of Proposed Innovation(s): Indicate which categories under Table 3, D.1. apply to bidder's proposed innovation(s), if any. Provide a detailed description of the proposed innovation, including any anticipated challenges, as well as how achievement of this innovation could be validated or measured.
- L. 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 shall also provide the same information for any lower-tier subcontractors.
- M. 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 criterion. Those bidders who are determined "not qualified" based on financial solvency may be required to submit additional documents.

Financial statements and other documents on bidder's financial solvency:

- a. Must be sent by email to ajohnson@dcseu.com and received by the DCSEU no later than **February 21st, 2024 at 5:00pm ET**.
 - 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.
- N. Certificate of Insurance: Bidders 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. Bidder will include all the costs of complying with the minimum insurance requirements in bidder's price per watt.**

The DCSEU anticipates the minimum requirements to be as outlined in Exhibit A, Section 7 (Insurance) but will confirm final insurance requirements prior to issuance of a subcontract. For the convenience of bidders, the DCSEU has provided the insurance requirements from the subcontract template as a separate exhibit (see Exhibit B). **The DCSEU highly recommends bidders send Exhibit B directly to their insurance brokers to verify compliance with the insurance requirements and, if necessary, obtain quotes to purchase the required insurance to participate in the program.**

- O. 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.

- P. 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;⁹
 - b. The proposed Project(s) have not already received an ATO from Pepco.
- Q. 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").¹⁰ A bidder's response may be released pursuant a freedom of information request, with redactions based on FOIA exemptions from disclosure. 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 as confidential.**

XI. 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 sending an email to proposals@dcseu.com.

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

⁹ 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.

¹⁰ D.C. Official Code § 2-531 *et seq.*

existing account. If you have forgotten your username or password, you can request or reset these through the portal. If you are unable to do so, 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.

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

Questions or technical issues in submitting a response should be directed to:

Contracting Office
Attn: Angel Ly
DC Sustainable Energy Utility
1 M Street SE, 3rd Floor
Washington, DC 20003
E-mail: proposals@dcseu.com
Web: www.dcseu.com

RFP Exhibit List:

Exhibit A: Fiscal Year 2023 (FY23) CREF Subcontract Template (Sample)
Exhibit B: Minimum Insurance Requirements
Exhibit C: Past Performance Evaluation Form
Exhibit D: CBE Spend Plan

[Exhibit A: Fiscal Year 2023 \(for reference in FY24\) CREF Subcontract Template](#)



Exhibit B: 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; 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. 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 (See Exhibit A, Section 3).
- 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 VEIC or 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. 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 Services be performed until the required Certificates of Insurance signed by an authorized agent or broker 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 shall maintain these insurance policies during the Subcontract Construction Period 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. Subcontractor will include all the costs of such insurance in Subcontractor's specified incentive price per watt.
- 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 giving evidence of the required coverage and limits as specified in this Exhibit 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 Exhibit, Subcontractor shall not commence work and Services hereunder, and VEIC shall be under no obligation to pay any invoices submitted by Subcontractor for Services performed before the required Certificate(s) of Insurance is submitted. VEIC and DOEE also reserve the right to request full copies of Subcontractor's insurance policies and/or endorsements to verify compliance with the requirements of this Exhibit.
- 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 C
Past Performance Evaluation Form

INSTRUCTIONS: Bidders will complete this form differently depending on whether they participated in the FY23 SFA CREF program:

○ **FOR BIDDERS WHO PARTICIPATED IN THE FY23 SFA CREF PROGRAM:**

Complete Table C-1 below using all your FY23 Sfa CREF projects.

- List each of your FY23 Sfa CREF projects under the first column, "CREF Name"
- For each milestone,
 - Provide the original due date for that milestone based on the first version of the FY23 Sfa CREF Subcontract Attachment C in which each CREF initially appeared, and
 - Provide the date each milestone was completed, using the date of the corresponding incentive invoice submitted to DCSEU requesting payment.
- You may include 1-2 pages of narrative to provide additional context or explanation for the dates in the table.
 - In the example below, the "Sunny Place" CREF was brought into Sfa at the start of the FY23 program year. It achieved Milestones 2 and 4 per the original due date for those milestones, but Milestone 3 was slightly delayed.

Table C-1

CREF Name	Milestone 2		Milestone 3		Milestone 4	
	Due Date	Complete Date	Due Date	Complete Date	Due Date	Complete Date
<i>Ex. Sunny Place</i>	<i>3/31/2023</i>	<i>3/31/2023</i>	<i>5/10/2023</i>	<i>5/31/2023</i>	<i>8/16/2023</i>	<i>8/16/2023</i>

○ **FOR BIDDERS WHO DID NOT PARTICIPATE IN THE FY23 SFA CREF PROGRAM:**

Complete Table C-2 below using up to five of your most recently-completed projects.

- List each project under the first column, "CREF/Project Name"
- For each milestone,
 - Provide the original due date for that milestone based on your initial agreement with the client or initial internal project development schedule, and
 - Provide the date each milestone was completed.
- You may include 1-2 pages of narrative to provide additional context or explanation for the dates in the table, as well as any additional narrative required to explain the project development activities represented by each milestone (e.g., "the first milestone for the Solar Time project was Notice to Proceed, which required..."). You may also use only the narrative portion to satisfy this requirement, but only if you feel you are unable to complete the milestone table provided and provide an explanation as to why the table does not apply.
- If you were awarded funds in a prior Sfa program year (i.e., received a "Notice of Intent to Award") but ultimately did not sign a subcontract or complete the program, please note this in your narrative and explain why the cause(s) for this no longer apply.
- In the example below, the "Solar Time" project was not done under Sfa, therefore its milestone structure did not align with the Sfa program. This project only had two milestones: Notice to Proceed, which was due and achieved by 4/30/2023, and ATO, which was due by 8/31/2023.

but was completed 9/30/2023. The "Fun in the Sun" project was also not done under SfA and only had one milestone, ATO, which was due by and achieved on 7/31/2023.

Table C-2

CREF/Project Name	Milestone		Milestone		Milestone	
	Due Date	Complete Date	Due Date	Complete Date	Due Date	Complete Date
<i>Ex. Solar Time</i>	4/30/2023	4/30/2023	8/31/2023	9/30/2023	N/A	N/A
<i>Ex. Fun in the Sun</i>	7/31/2023	7/31/2023				

Exhibit D
Certified Business Enterprise Spend Plan

INSTRUCTIONS:

1. In Table D on the following page, list each CREF/Project you are proposing for funding under the FY24 SfA CREF program and the incentive amount being requested. For each project, please indicate the amount of the requested incentive that will be retained by a Certified Business Enterprise (CBE) prime bidder that is a Small Business Entity (SBE).
 - a. In Column C, please indicate the amount of the total requested incentive for each project (shown in Column B) that will be *retained by a CBE prime bidder*. If the prime bidder is not a CBE, then the amount listed in this column should be zero. However, if the prime bidder is a CBE, the amount in this column should be the amount that will be retained by your company as the prime bidder.
 - b. In Column D, please indicate the amount of the requested incentive that will be retained by *any* lower-tier subcontractor(s).
 - c. The amounts in Columns C and D should sum to the amount shown in Column B.
2. For each project that will use one or more lower-tier subcontractors, please list the name(s) of the lower-tier subcontractors (if known) and the amount using Columns E-H.
 - a. Any lower-tier CBE subcontractor(s) should be listed in Column E and the amount retained by them in Column F.
 - b. Any lower-tier non-CBE subcontractor(s) should be listed in Column G and the amount retained by them in Column H.
 - c. The amounts in Columns F and H should sum to the amount shown in Column D.

EXAMPLES:

1. The first project below is "Olive Tree." The bidder is requesting a \$1.25 per watt incentive for this 100 kW project, bringing the total incentive request (Column B) to \$125,000.00. Of this amount, \$100,000.00 will be retained by the prime bidder who is a CBE (Column C). The remainder (\$25,000.00, shown in Column D) will be spent with lower-tier subcontractors. \$15,000.00 of the total to be spent with lower-tier subcontractors will be retained by a CBE (Column F). The remaining \$10,000.00 will be retained by a non-CBE lower-tier subcontractor (Column H).
2. The second project below is "Sunny Day." The bidder is requesting a \$1.25 per watt incentive for this 50 kW project, bringing the total incentive request (Column B) to \$62,500.00. This entire amount will be retained by the prime bidder who is a CBE (Column C). Therefore Columns D, F, and H will show zero dollar amounts.

NOTE:

Any funds awarded under this RFP may be conditioned upon a contractual commitment for a certain percentage or amount of the incentives to be retained by a CBE. If the DCSEU awards your company projects under this solicitation, any information provided in this section may be used to determine the CBE spending requirement in your subcontract.

	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
<u>Project Name</u>	<u>Incentive Request</u>	<u>Amount from (B) Being Retained By CBE PRIME</u>	<u>Amount from (B) Subcontracting Out</u>	<u>Subcontracting to CBE</u>		<u>Subcontracting to Non-CBE</u>	
				<i>Subcontractor Name</i>	<i>Amount</i>	<i>Subcontractor Name</i>	<i>Amount</i>
<i>Ex. Olive Tree</i>	\$125,000.00	\$100,000.00	\$25,000.00	TBD	\$15,000.00	TBD	\$10,000.00
<i>Ex. Sunny Day</i>	\$ 62,500.00	\$ 62,500.00	\$ 0.00	N/A	\$ 0.00	N/A	\$ 0.00
TOTAL	\$ 187,500.00	\$ 162,500.00	\$ 25,000.00		\$ 15,000.00		\$ 10,000.00