



May 2, 2017

REQUEST FOR PROPOSAL NO. 2017-146

**DEVELOPMENT & OPERATION OF A 2 MW
COMMUNITY SOLAR PV FARM**

**PROPOSALS WILL BE RECEIVED UNTIL
5:00 PM CDT TIME ON JUNE 13, 2017**

Site Visit is scheduled for May 16, 2017 at 10:00 AM followed by a Pre-Proposal Meeting scheduled for 1:30 PM. Both meetings will be held at
City of Ames Electric Administration Building,
520 Carroll Avenue, Ames, IA

All proposals shall be submitted to the City of Ames, Purchasing Office,
515 Clark Avenue, Ames, Iowa 50010 prior to the above time and date.

For questions concerning the service requirements and proposal procedures, please contact:

Purchasing Division:

Karen Server, Purchasing Manager

Phone: 515-239-5127

E-mail: kserver@city.ames.ia.us



SECTION 1

NOTICE, SCHEDULE

TERMS & CONDITIONS

NOTICE & SCHEDULE OF EVENTS
REQUEST FOR PROPOSAL NO. 2017-146
COMMUNITY SOLAR FARM

PROPOSALS will be accepted by the City of Ames (City) until 5:00 PM CDT on June 13, 2017. Proposals are to be delivered to the Purchasing Office, Ames City Hall, 515 Clark Avenue, Ames, Iowa. Once proposals have been thoroughly evaluated, the winning proposal will be presented to the approving authority for action thereon.

Questions and requests for clarification of requirements for these services are encouraged. All questions and requests for clarification to the RFP shall be received in writing no later than 5:00 p.m. local time on May 26, 2017. Questions and requests for clarification to be submitted via e-mail to kserver@city.ames.ia.us.

The contract schedule represents the City's best estimate of the schedule that will be followed. If a component of this schedule is delayed, the rest of the schedule will be shifted accordingly.

The approximate contract schedule is as follows:

Issue Request For Proposal:	May 2, 2017
Site Visit:	May 16, 2017 @ 10 AM
Pre-Proposal Meeting:	May 16, 2017 @ 1:30 PM
Final Date to Submit Written Questions:	May 26, 2017
Responses to Questions Posted:	May 31, 2017 or Sooner
Proposals Due:	June 13, 2017 @ 5:00 PM
Notification of Short-listed Developers:	June 2017
Interviews with short-listed Developers:	June 2017
Contract Award:	July 2017
Services Start Date:	July 2017

All submittals shall be addressed to: Karen Server, City of Ames Purchasing Division
515 Clark Avenue, Ames, IA 50010

Respondents are to submit five (5) originals along with an electronic version (.pdf) to be e-mailed or on CD, DVD or Flash Drive.

Receipt of delivery will be provided upon delivery if requested. All responses should be clearly marked "Community Solar Farm". All responses are to be received by the City of Ames prior to 5:00 PM Local Time on June 13, 2017.

Proposals received after 5:00 PM Local Time, June 13, 2017 will be returned to the Developer and not considered. It will be the sole responsibility of the Developer to have their responses delivered before the closing hour and date.

The City of Ames Purchasing Division is the only authorized source of proposal documents. Proposal documents obtained from any other source may be incomplete. Developers using proposal documents not obtained from the City of Ames Purchasing Division are advised to contact the City of Ames Purchasing Division to provide a contact name, email address, mailing address and phone number to enable receipt of necessary addenda. Reproduction of these documents without the express permission of the City of Ames is prohibited.

It is expressly understood that any costs associated with preparing a submittal shall be at the expense of the Developer.

The City of Ames does hereby reserve the right to reject any or all proposals, to waive informalities, and to make such awards as it shall deem to be in the best interest of the City.

Proposals must be valid for a period of at least 150 Days from the closing date and time of this Request for Proposal of June 13, 2017 at 5:00 pm Local Time.

**CITY OF AMES, IOWA
TERMS & CONDITIONS**

I. SUBMISSION OF PROPOSALS

Prior to award of contract, the Selected Developer may be required to complete the City's Assurance of Compliance with the City's Affirmative Action Program and Employee Utilization Report.

II. RESERVATIONS

The City reserves the right to reject any or all proposals, to waive informalities, and to make such award as it shall deem to be in the best interest of the City.

The City reserves the right to negotiate all elements that comprise the apparent successful proposal to ensure that the best possible consideration is afforded to all concerned. The City and the finalist will review in detail, all aspects of the requirements and the proposal. During the review of the most favorable, apparent successful proposal, the Developer may offer and Ames may accept revisions.

The City reserves the right to cancel any contract if there is a failure at any time to perform adequately the stipulations of the proposal documents.

III. INTERPRETATION

If any Developer is in doubt as to the intent or meaning of any part of this document, he or she should contact the Purchasing Manager, City of Ames, Iowa in time to receive a written reply before submitting his or her proposal.

Any clarification, revisions, or additions to, or deletions from any of the proposal documents will be made only by addendum and a copy of such addendum will be emailed to each company who has notified Purchasing of their intent to bid.

IV. ERROR IN PROPOSALS

Developer or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Developer's own risk, and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of Developer.

Irregular Proposals: No proposal will be considered which contains a clause in which the Developer reserves the right to accept or reject a contract awarded by the Council.

V. GOVERNING LAW

This contract is governed by the law of the State of Iowa with venue in Story County District Court.

VI. DEVELOPER'S RESPONSIBILITIES

The Developer is charged with the responsibility of satisfying himself or herself as to the services required under this contract and all other matters, which can affect or modify the terms or obligations incorporated herein before submitting his or her proposal.

VII. SUBCONTRACTORS AND ASSIGNMENT OF WORK

The Developer shall not assign the work to subcontractors, nor sublet the work as a whole without the City's written consent and approval; nor shall the Developer assign any moneys due or to become due to him, without the prior written consent of the City. The City of Ames shall not be obliged to recognize any assignment.

The Developer shall provide a list of proposed subcontractors and major suppliers as requested by the City, together with their proposed scopes of work and subcontract values, prior to the start of work.

If a subcontractor or supplier is replaced or the work under the subcontract is changed, the Developer shall disclose the name of the new proposed subcontractor, the revised scope of work, or the revised subcontract value.

The City may reject a proposed subcontractor or supplier after due investigation. If a proposed subcontractor or supplier is rejected, the Developer shall submit an acceptable replacement for the rejected subcontractor or supplier and the contract price will be adjusted by the difference in the actual subcontract cost and an appropriate change order will be issued.

Developer shall be fully responsible to Owner for all acts and omissions of the subcontractors, suppliers, and other individuals or entities performing or furnishing any of the work just as Developer is responsible for Developer's own acts and omissions.

VIII. ORAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this contract shall supersede oral statements of any and every official or other representative of the City, and oral statements shall not be effective or be construed as entering into, or forming a part of, or altering this contract in any way whatsoever.

IX. PUBLIC RECORDS

The release of information by the City to the public is subject to Iowa Code Chapter 22 and other applicable provisions of the law relating to the release of records in the possession of the City. Developers are encouraged to familiarize themselves with these provisions prior to submitting a proposal. All information submitted by a Developer may be treated as public information by the City unless the Developer properly requests that information be treated as confidential and cites to applicable open records exception, in which case the City will notify the Developer of any pending public records requests to allow the Developer to seek court protection. In the event the Developer marks each page of the proposal as proprietary or confidential without adhering to the requirements of the Section, the City may reject the proposal as noncompliant.

X. REGULATORY COMPLIANCE

The Selected Developer shall be responsible for maintaining all regulatory compliance associated with the proposed services. The Selected Developer shall comply with all applicable Federal, State, and local laws and ordinances. The Selected Developer shall protect and indemnify the City and its agents or employees against any claim or liability arising from or based on the violation of any laws,

ordinances, or regulations by the Selected Developer and by any sub-consultants, agents, or employees.

XI. EXECUTION OF CONTRACT

City will notify the Selected Developer. The notification of award will be accompanied by the required number of unsigned counterparts of the contract. The Selected Developer shall sign and deliver the required number of counterparts of the contract together with the required evidence of insurance coverage's as called for in the proposal documents.

No proposal shall be considered binding upon the City until the contract is properly executed by both parties.

City shall deliver one fully signed copy of the contract to the Selected Developer.

XII. CHANGE ORDERS

The contract may be amended to provide for additions, deletions, and revisions in the services or to modify the terms and conditions of the services only by written change order fully executed by City and Developer.

If any changes are made, the contract shall be adjusted accordingly, and the amount of increase or decrease, if any, in the contract price shall be determined by the unit prices submitted in the offer; if such prices are not submitted or are not applicable, then by mutual agreement between the Developer and City. The Developer shall provide documentation and analysis of costs relating to any increase in sufficient detail as may be requested by the City.

The Developer shall not be entitled to a change in the contract price, terms or conditions, or an extension of the contract times with respect to any services performed that is not required by the contract documents as amended, modified, or supplemented as provided herein.

Continuance of this contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of this contract by lack of appropriation shall be without penalty.

XIII. PAYMENT

Payment to Selected Developer shall be based on Power Purchase Agreement (PPA) for Energy Services provided and will be made through monthly payments.

Invoices referencing the applicable City purchase order shall be sent to the following address:
City of Ames, Finance Department – Accounts Payable, PO Box 811, Ames, IA 50010

XIV. TERMINATION

In the event the services or contract is terminated for any reason, the Developer shall be paid for services satisfactorily performed and unpaid reimbursable expenses incurred prior to the receipt of written notice of termination.

The contract may be terminated by either party upon fifteen (15) days written notice should the other party fail substantially to perform with its terms through no fault of the party initiating the termination.

The contract may be terminated by the City upon not less than fifteen (15) days written notice to the Developer for the City's convenience and without cause.

Continuance of this contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of this contract by lack of appropriation shall be without penalty.

XV. SUBSTITUTIONS

When any article, device, equipment, or material is designated by the name of the manufacturer or Proposer or by any proprietary or trade name and such name is followed by the words "or approved equal", "or equivalent", or preceded by the words "similar and equal to", the standard products of manufacturers other than those specified will be accepted if, prior to selection of the successful Proposal, it is proven to the satisfaction of Ames that they are equal in design, flexibility, serviceability, compatibility, scalability, durability, usefulness and convenience for the purpose intended.

XVI. COMPANY'S FORMS, TERMS, AND CONDITIONS

If the Developer intends to request that the City complete any Developer's application form, or any Developer's agreement form, or agree to any Developer's terms or conditions in connection with the proposed contract, the proposed forms and/or terms or conditions must be submitted with the proposal for review by the City's legal counsel during the evaluation of the proposal. This includes, but is not limited to the Developer's credit application and customer agreement forms, lease forms, terms/conditions of sale, shipping or delivery terms, and billing/payment terms.

The Developer is advised that in the event any such forms or terms contradict the City Requirements or other contract requirements, the proposal may be rejected due to the contradiction unless the Developer has indicated deletion of such clauses prior to submission to the City. If such forms/terms indicate a Developer other than the Developer is in any way a party to the proposed contract, the proposed party must also indicate concurrence with deletion of such clauses.

If such forms or terms or conditions require that payments be remitted to other than the Developer, Developer shall indicate the name and address of the Company to whom Developer would request payments to be made, and the Developer's relationship to the other Company.

If no forms or terms or conditions are included with the proposal, no such forms or terms or conditions will be approved by the City during the evaluation or award processes or following award of contract. If the proposal does not indicate the proposed Developer or payee to be a person or Company other than the Developer 1) only the Developer will be considered as the Developer, and 2) payments will be made only to the Developer to whom the contract is awarded. If the proposal does not clearly indicate that a person or Developer or other than or in addition to the Developer would in any way be a party to the proposed contract, only the Developer would be considered the Payee.

The City will not agree to contract terms or conditions not in compliance with City Requirements and/or not submitted for review with proposals.

- XVII.** The City of Ames will not be held responsible for any expenses or losses incurred by the Developer in the preparation of the proposal. The Developer shall bear all costs associated with the preparation, submission, and any associated work effort.

END OF SECTION



SECTION 2

SERVICE REQUIREMENTS

**CITY OF AMES, IOWA
REQUEST FOR PROPOSAL NO. 2017-146
COMMUNITY SOLAR FARM**

The City of Ames (City) is soliciting proposals for a Community Solar Farm from a qualified developer. The purpose of this Request for Proposal (RFP) is to select a developer for the sole purpose of developing a Community Solar PV Farm which includes finance, construct, and provide operation & maintenance services for the duration of the developer's ownership of the Community Solar Farm, and generating the required amounts of solar energy to meet subscribers' demand for the program.

BACKGROUND

The City of Ames Electric Services (Ames) is a municipal utility serving a population of approximately 60,000. Ames, located in central Iowa, is a summer peaking utility with a system peak demand of ~135 MW. Electric generation resources include natural gas combustion turbines; a steam plant fueled by natural gas and refuse derived fuel (RDF) and wind turbines. In addition, Ames has a long history of successful energy efficiency and load management programs with its residential and commercial customers.

City of Ames Electric customers have expressed an interest in participating in a Community Solar program. City is working to make participation in a solar project easier for those customers, and is in the process of implementing its Community Solar program. This program will offer customers an opportunity to subscribe to units of a PV Community Solar Farm located within its service area.

Qualified developers shall demonstrate experience in the development, financing, and long-term operations and maintenance of MegaWatt-scale PV systems. For this proposed Community Solar Farm, the City desires to purchase the energy and associated environmental attributes from a 2 MW DCp Solar PV Farm under a Power Purchase Agreement (PPA) for a term of up to twenty-five years. It is anticipated that the PPA term will commence no later than the first half of 2018. The PPA will be between the selected project developer and the City of Ames. Project proposals should be for a Community Solar Farm located and interconnected at the designated site(s) identified below.

The net energy generated by the Farm and delivered to Ames' distribution system will be allocated by the City to participating Community Solar program subscribers based on their prorated share of the plant's output on a monthly basis. City will administer all aspects of the subscriber program including marketing, subscriber sign-ups, billing, and program management.

PRE-PROPOSAL MEETING & SITE VISIT

The Site Visit is scheduled for Tuesday, May 16, 2017 at 10:00 AM followed by a Pre-Proposal Meeting scheduled at 1:30 PM at the Ames Electric Administration Building located at 502 Carroll Avenue, Ames, IA 50010.

Developers shall convene at the Ames Electric Administration Building at 10:00 AM on May 16, 2017. Attendees will then drive to the proposed solar project site where they will be allowed to walk both sites and collect measurements and other data to support their proposal development. Developers may be

allowed onto the Community Solar Farm sites at other times only if coordinated with the City. Following the Site Visit, a Pre-Proposal Meeting will be held at the Ames Electric Administration Building at 1:30 PM. The purpose of the meeting will be to provide a brief overview of the project and to answer questions and provide clarifications regarding the Request for Proposal document and proposed development. All questions and answers resulting from this meeting will be summarized in writing and distributed to all entities in the form of a written addendum.

Participation in the Site Visit and Pre-Proposal Meeting is a strongly encouraged but not required. To assist the City in preparing for this event, please RSVP to Karen Server at kserver@city.ames.ia.us no later than 24 hours prior to the Site Visit/Pre-Proposal.

SCOPE OF SERVICES

Finance, construct, operate and maintain a 2 MW DCp nameplate capacity PV project to be located on a City-owned site. The preferred site is located adjacent to the Ames Municipal Airport that is ideally suited for PV development and the public visibility that a Community Solar Farm requires. More information on the preferred site and a secondary site is provided below.

The 2 MW DCp PV Farm will be used to support Ames' Community Solar program. Interested Electric customers will subscribe to "units" in the PV Community Solar Farm, and pay a one-time fee in return for billing credits equal to their pro-rated "units" of monthly generation output from the farm. This payment will go to the City of Ames. The Community Solar Farm will be entirely paid for through the Power Purchase Agreement (PPA) with the City. City will use the Selected Developer's pricing to set its program-pricing offer to customers interested in subscribing to the Ames' Community Solar Program. If a minimum number of customer subscriptions are not obtained to meet City's goal of 80% of the output of the project, then the City may elect to: a) not execute a contract with the Selected Developer, b) delay the project until the minimum number of shares are enrolled in the program, or c) reduce the size of the Community Solar Farm to meet revised program demand estimates.

City's Responsibility

First, the City will grant the Selected Developer rights to use portions of the City-owned site necessary for the construction, operation, and maintenance of Community Solar Farm. There will be no cost to the Selected Developer for access road or use of the site during the construction phase through the term of the PPA. City will ensure that the property is cleared of any vegetation prior to the Selected Developer being granted access to the site, at no cost to the Selected Developer.

Second, the City will assist the Selected Developer in acquiring and/or expediting any necessary permits, site analyses, and/or plot plans to the extent practicable. However, the Selected Developer will take the primary responsibility to acquire the necessary permits and approvals. The preferred site is adjacent to the Ames Municipal Airport; the City is working to obtain the required approvals from the FAA for the Community Solar Farm.

Third, City will provide communications to the site at no charge to the Selected Developer. City will install the revenue meter at the site on the high voltage side of the step-up transformer. This meter will be for the sole use of the City, and will provide the measurement of solar energy sold and purchased from the Community Solar Farm. The City will have access to real-time production and other data from the Community Solar Farm using its own communications protocols.

Fourth, the City will be responsible for all project related equipment and costs, including installation and Operation & Maintenance for the distribution system, at the high voltage side of the step-up transformer.

Community Solar Farm

City seeks to enter into a twenty-five year Purchase Power Agreement (PPA) for the energy and all associated environmental attributes generated from a 2 MW DCp PV Solar Community Farm. The farm desired is a fixed-tilt ground mount system with a tilt angle of approximately thirty-five degrees and an azimuth of 180 degrees. Simulations of various PV configurations have determined that this is the optimal configuration for maximizing annual energy output in the Ames geographic region. The City has determined that single-axis tracking systems do not provide any additional cost savings to the utility in terms of avoided wholesale cost of power, and are therefore not desired under this Request for Proposal. Alternative designs may be considered if sufficient rationale and supporting data is provided with the proposal.

With respect to equipment specifications, City seeks a Community Solar Farm with high quality components from manufacturers with proven performance in the field and industry standard or better warranties. This includes Tier 1 listed modules with a minimum of twenty-five year warranty for crystalline-silicon, mono-silicon, or CdTe panels from established manufacturers. Only Tier 1 listed modules in the Bloomberg New Energy Finance PV Market Outlook will be included in the Developer's system specification; specifications of modules not on the Tier 1 list in the Bloomberg New Energy Finance PV Market Outlook will not be accepted, and therefore the proposal will be considered non-responsive. With respect to inverters, developers shall specify high efficiency (95% peak efficiency or better) "smart" inverters no larger than 500 kVA each, with a minimum 10-year warranty. If the Developer desires to specify larger inverters, it shall provide sufficient rationale and supporting data (including a comparative mean time between failure analysis) with the proposal. Inverters shall deliver power to the grid at 480V_{AC}.

All of the PV Community Solar Farm components and designs must meet all applicable regulatory and industry safety, environmental, and operational codes and standards, as appropriate (i.e., NESC, UL, ANSI, NFPA, etc.). Developers shall be responsible for meeting all local codes and ordinances or obtaining variances that impact the Community Solar Farm. If Developer elects to substitute panels or inverters after notice of award, the City retains the right to approve or reject any and all proposed substitutions.

Power Purchase Agreement (PPA) Structure

The City intends to enter into a twenty-five year PPA with the Selected Developer for the energy and environmental attributes associated with the generation from a 2 MW DCp PV Community Solar Farm. Under this PPA structure, the Selected Developer will finance, construct, operate, and maintain the Community Solar Farm for the duration of the PPA. Only fixed price offers per unit of energy (MWh) will be considered for contract award. Proposals that include annual or periodic price escalators will be deemed unresponsive. To assist the City, proposal shall include an annual production output schedule for each year of the PPA agreement, as well as specify the guaranteed minimum output of the Community Solar Farm on an annual basis.

By entering into a PPA with the Selected Developer, the City recognizes the benefits of third-party private ownership of the Community Solar Farm, including the availability of tax benefits not applicable to City as a tax-exempt entity. Once the Community Solar Farm has been operational for a minimum of six years, City may consider purchase options for the project at Fair Market Value (FMV). City will maintain the right to purchase the Community Solar Farm at FMV at any time thereafter through the end of the PPA period. Developers who respond to this Request for Proposal shall include an estimate of the FMV for the first year

that City's buyout option would commence, and for each subsequent year through the end of the PPA period. Developers shall also include the method used for calculating FMV. Should the Developer of the Community Solar Farm seek to sell it to a third party entity during City's buy-out option period, the City shall have first right of refusal to purchase the Community Solar Farm.

Failure to meet a guaranteed minimum output will result in a shortfall penalty to be paid to the City.

Finance

The Developer shall provide a summary of how this Community Solar Farm will be financed, and the extent to which a source of financing has been secured. List the sources of financing, if applicable. Provide evidence of the Developer's capability to secure financing for similar completed Community Solar Farms. Identify any assumptions made for the use of any State or Federal tax credits in the financing plan.

System Performance Monitoring Display

The City seeks to provide Community Solar program subscribers with real-time information on the performance of the Community Solar Farm. This may include a web page and a kiosk. Provide a plan for providing this display information, including a sample web page and/or or similar kiosk display.

PROJECT SITE(S)

Preferred Project Site on Airport Road – Adjacent to Ames Municipal Airport

The preferred project site is located at 405 Airport Road Front & 623 Airport Road Rear in Ames, Iowa. The site is across the road and north of the Ames Municipal Airport and borders Highway 30. The site is highly visible to the public from both Highway 30 and Airport Road. The site is approximately 13 acres, flat, has a good solar resource with no obstructions with access to distribution-level interconnection nearby along Airport Road. This City-owned site is currently being leased for agricultural purposes. Developers responding to the Request for Proposal shall include site layouts that designate the area of land they plan to utilize for the solar arrays. It is not anticipated that the entire 13 acres will be required for a 2 MW DCp PV Community Solar Farm. The City will provide the results from geotechnical investigations by addendum once available.

The City has started initial investigations and communications with the FAA for the use of this site for a Community Solar Farm. The potential project site is located north of, and abutting to, the FAA required Runway Protection Zone (RPZ). The City's initial investigations indicate it's not the FAA's preference to have solar arrays located at the end of RPZs but currently there are numerous Community Solar Farms approved for similar locations. Developers with experience in developing solar projects at or near airports that required FAA approval will be viewed favorably in the proposal evaluation process.

Figure 1 below is a Google Earth image of the preferred Community Solar Farm site. The approximately 13-acre area available for solar development is denoted by the green outlined area. Note that the area outlined in green is an approximation of the available area for this farm, and is not an exact measurement of the plot. A topographic map of the airport area, with the available land area highlighted is provided as an attachment to this Request for Proposal, and provides an accurate measurement of the proposed Community Solar Farm site.



Figure 1. Google Earth Image of Approximate Boundaries of the Preferred Community Solar Farm Site on Airport Road

Secondary Project Site Located on Billy Sunday Road

The secondary Community Solar Farm site is located near 605 Billy Sunday Road in Ames, Iowa, and is just a short distance from the Airport Road site. The secondary site will be available for solar development if the preferred site is deemed unacceptable. The site is bordered by Billy Sunday Road to the south, the Hunziker Sport Complex access road to the north, and situated between an animal shelter and a dog park to the east and west respectively. This site is also highly visible to the public from the local access roads, and is visible from Highway 30 as well.

The site is approximately 10 acres, and is relatively flat over most of the property, except for an incline on the eastern portion of the property. The site is currently vegetated and treed, but if this site is utilized the City will grub the property and remove the trees at no expense to the Selected Developer. Some grading and filling of the site will be required during the site prep phase of the project by the Selected Developer. The site provides access to distribution-level interconnection on the southern border of the property.

Preliminary investigations indicate that the distribution line at the interconnection point will likely need to be upgraded; however, any distribution upgrades will be conducted and paid for by City at no cost to the Selected Developer. The City will provide the results from geotechnical investigations by addendum once available.

Figure 2 below is a Google Earth image of the secondary Community Solar Farm site. The approximately 10-acre area available for solar development is denoted by the green outlined area. Note that the area outlined in green is an approximation of the available area for this project, and is not an exact measurement of the plot. A topographic map of the Billy Sunday Road project area, with the available land area highlighted is provided as an attachment to this Request for Proposal, and provides an accurate measurement of the proposed Community Solar Farm site.



Figure 2. Google Earth Image of Approximate Boundaries of the Secondary Community Solar Farm Site on Billy Sunday Road

Site Responsibilities of the Selected Developer

The Selected Developer will be responsible for the following items at the Community Solar Farm site:

1. The Selected Developer will be responsible for construction surveys, staking and locates, as well as any modifications to the land in order to flatten the site or change its grade to optimize solar output, aesthetics, and/or provide for adequate site drainage. A 6 inch depth of topsoil shall be maintained across the entire site. The Selected Developer will also be responsible for any additional permits necessary to accomplish these modifications.
2. The Selected Developer will be responsible for providing a permanent groundcover at the site that meets with the approval of the City.
3. The Selected Developer will be responsible for complying with all Federal, state and/or local storm water pollution prevention regulations and plans.
4. Both the Selected Developer and the City shall have separate padlocks to the site to facilitate access to the Site. After construction the Selected Developer shall inform the City before personnel access the site.
5. If the Selected Developer determines additional topographical surveys are necessary, the Selected Developer is responsible for conducting those surveys at their cost.
6. The Selected Developer will be responsible to fence the property. Physical security of the site during construction and in operation is the developer's responsibility.
7. The Selected Developer will be responsible for installing and commissioning the entire Community Solar Farm.
8. Unused equipment for the Community Solar Farm shall be promptly removed and the adjacent premises maintained in a neat and orderly condition at all times.
9. During construction and upon completion of the Community Solar Farm construction, the Selected Developer shall remove from the street and adjacent property, all surplus and discarded materials, equipment, rubbish and temporary facilities; restore in an acceptable manner all public and private property that has been damaged during the execution of work; and shall leave the site in a neat and presentable condition.
10. The Selected Developer shall provide for waste disposal for all excess materials and miscellaneous waste.
11. No assurance is made to the developer that all utilities are shown on the photos above or provided in the topographic map (attachments) to this Request for Proposal. The Selected Developer is responsible for verifying the locations of all utilities prior to commencing work and shall be responsible for any damage during construction. City assumes no responsibility for improper locations or failure to show or provide utility locations on any provided drawings. Iowa ONE-CALL's number for locates is 811.
12. Materials shall be stored on site in areas designated and procured by the Selected Developer and approved by the City to insure the preservation of their quality and fitness for the Community Solar Farm. Storage on-site is permitted in an organized manner but the Selected Developer will be responsible for security.

13. The Selected Developer shall be responsible for loss or injury to persons or property where the Community Solar Farm is involved, and shall provide security and take precautionary measures to protect its and City's interests.
14. The Selected Developer shall comply with all laws, rules and regulations of state and local health authorities and shall take the necessary precautions to avoid unsanitary conditions. Suitable sanitary accommodations for the use of all persons employed on the Community Solar Farm shall be provided and maintained by the Selected Developer.
15. The Selected Developer shall make all reasonable efforts to control dust from the site.
16. The Selected Developer shall maintain a 10 foot setback for maneuvering of the City Fire trucks.
17. During the design phase, the Selected Developer shall be responsible to present the proposed design and meet the requirements of the City's Design Review Committee (DRC).
18. Operator will be responsible for property tax.

INSURANCE

The Selected Developer will be required to provide evidence of insurance coverage as specified in the Special Conditions. Developer will maintain insurance coverage in scope and amounts acceptable to the City's Risk Manager.

The Selected Developer will be required to provide proof of property insurance to the City.

PROPOSAL SUBMISSION REQUIREMENTS

Preparation

The objective of this Request for Proposal is to obtain proposals from Qualified Developers for:

- A fixed-price PPA (\$/MWh)
- Twenty-five year term
- System Performance Guarantee
- Annual Energy Production Schedule
- Selected Developer's estimated annual buy-out prices at Fair Market Value of the Community Solar Farm after six years (or after the tax credits have been fully monetized by the Community Solar Farm's investors).

Format

Proposals shall be concise and contain all the required information requested in this Request for Proposal. Incomplete proposals may be rejected without further consideration. All proposals shall be submitted in the following format:

Content

Proposals in response to this Request for Proposal should contain the following elements:

- Cover Page
- Introduction / Proposal Summary
- Technical Specifications of Proposed Community Solar Farm

- Community Solar Farm Financing Plan
- Qualifications of Developer and Team Members
- Summary of Previous Project Experience and References
- Price Proposal

The following sections detail the requirements for each of these sections.

Cover Page

Provide a cover page that clearly identifies the name of the project, the Developer is providing a proposal for, the date, the contact information of the Developer, and a signature of an authorized representative to submit a proposal on behalf of the Developer or partnership.

Introduction / Proposal Summary

Provide a brief summary of their project development team, its history of successfully developing projects similar in nature, its understanding of the objectives of the project, and the type and size of Solar PV Community Farm it is proposing.

Technical Specifications of Proposed Project

Provide detailed technical specifications of their proposed Community Solar Farm. At a minimum, proposals shall include the following information:

- Project Size (MW DC_p)
- Number of Acres Required
- Type of PV Panels (***Tier 1 crystalline-silicon, mono-silicon, or CdTe thin film only***)
- PV Panel Specifications (manufacturer, model, efficiency – provide cut sheets if available)
- Type of Mounting Structure (***fixed tilt only is desired, alternatives may be proposed with back-up documentation***)
- Mounting Structure Specifications (manufacturer, model – provide cut sheets if available). Provide tilt angle of the array, and rationale for tilt angles not within +/- 5-degrees of thirty-five degrees.
- Inverter Specifications (manufacturer, model, peak efficiency and size – provide cut sheets if available). The connecting voltage of the inverter to the City's distribution system shall be 480V_{AC}.
- Provide a summary of the maturity of the proposed PV system configuration (i.e., panels, mounting structure, inverters), its performance history, and identify facilities currently in-service that use this configuration in similar geographic environments. Provide three (3) project references, including contact information that utilizes the same combination of module and inverter manufacturers that your team has completed and is currently operational.
- Site Layout Plan and Single-Line Electrical Diagram (up to and including the step-up transformer)
- Performance Monitoring System Specifications and Plan
- System Performance Monitoring Display: The City seeks to provide Community Solar program subscribers with real-time information on the performance of the Community Solar Farm. This may include a web page and a kiosk. Please provide a plan for providing this display information, including a sample web page and/or or similar kiosk display.
- Warranty Information on Panels, Mounting Structure and Inverters

Project Development Schedule

Provide a Project Management Plan and Gantt chart detailing critical pathways to project development, and major development milestones. The Project Management Plan should commence at the start of the construction and conclude with project commissioning and commercial operations.

Operations and Maintenance Plan

Provide operations and maintenance plan for the proposed project including the duties to be performed, and the schedule of those duties for the duration of the PPA term. Plans should include activities for both

electrical equipment O&M and grounds maintenance. Address both scheduled and unscheduled operations and maintenance needs.

Financing Plan

The Developer shall provide a summary of how this project will be financed, and the extent to which a source of financing has been secured. List the sources of financing, if applicable. Provide evidence of the Developer's capability to secure financing for similar completed projects. Identify any assumptions made for the use of any State or Federal tax credits in the financing plan.

Qualifications of Developer and Team Members

Describe the qualifications of the Developer and all team members, including background information on the Developer and its teaming partners, as well as the qualifications of key individuals on the project team.

A minimum requirement of this Request for Proposal is that the Lead Developer submitting the proposal has development experience with a minimum of three PV systems over 1 MW DC_p in size in the last five years.

Summary of Previous Project Experience and References

Provide in detail the Developer's prior project experience with the development, design, construction, and operation of MegaWatt-scale, ground-mounted solar PV installations consisting of the technology and configuration similar to the one in its proposal. In addition, summarize the extent to which the Developer will rely upon the partnership of others to complete this Community Solar Farm. Identify any partners and their prior experience in the development, design, construction or operation of the proposed Community Solar Farm as well as the experience that Developer has working with this partner(s). Include a minimum of three project references for the Developer and its partners.

Price Proposal

The Developer's proposal shall provide the pricing for the specific elements requested, and in the units designated.

- PPA Price (fixed) _____ (\$/MWh_{AC})
 - Note: Due to Ames' Community Solar program pricing and billing structure, only fixed price PPAs will be considered. No annual price escalators will be considered.
- Contract Term: _____ 25 _____ (years)
- Provide a 25-year annual energy production schedule (MWh_{AC}/year) for the proposed PV project. Provide assumptions for system derate factor, the weather data set used in the performance modeling, and annual system degradation rates.
- Provide the system performance guarantee for the proposed system (i.e., the percentage of the annual energy output guaranteed to the off-taker, based on the previously provided production schedule): _____ (%)
- Provide an Annual Project Buyout Schedule:
 - Note: Developers should provide a proposed project buyout schedule for each year of project operations commencing in the year after the tax credits have been monetized by the developer/investor(s), and culminating in Year 25 of project operations.

EVALUATION CRITERIA

In general, the proposals will be evaluated based on, but not limited to, the general evaluation criteria stated below and the completeness, clarity and content of the proposal.

Developers shall include sufficient detail in their proposals to allow for evaluation of all required elements associated with this Request for Proposal. Developers are advised that proposals that meet the proposal requirements specified in the Request for Proposal will be evaluated considering a number of factors, including the following:

- Price of a twenty-five year PPA, and estimated project buyout costs
- Annual production estimates
- Annual performance guarantees
- Performance history and reliability of the equipment specified for this project in similar environments
- Strength and experience of the Developer's project team and proven expertise of the project team based on past project performance and references
- System and component product warranties
- Developers proposed project financing capability and structure
- Project schedule
- Experience with building at or near airport location.

SELECTION PROCEDURE

The proposals submitted to the City's Purchasing Division will be evaluated by an evaluation team. The evaluation team will include members from Electric Services, Finance, and Public Relations Departments. The evaluation team will consider all information provided in the proposal when making its recommendation and may consider relevant information from other sources.

The City reserves the right to invite Developers in for interviews which will be used in conjunction with the fee proposal information to award the services offered. Upon final scoring of the proposals, the evaluation team will make a recommendation of award.

During the proposals selection process, a short list of developers may be selected for interviews and further information may requested of these developers to assist in the final selection. Developers may enter into negotiations for a final contract award. City reserves the right to negotiate with a Developer, or with more than one Developer. City reserves the right to reject any or all offers if it determines that such offers are not in the best interests of the City.

Communication During Evaluation: In order to ensure the proper and fair evaluation of proposals, unsolicited communication by the Developer to City officials or staff evaluating the proposals is prohibited prior to the time a bid decision of recommendation for award has been made. Communication between the Developer and the City will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal.

The City reserves the right to consider any other factors that it deems relevant and to request additional information or supplemental materials from Developers to thoroughly evaluate proposals submitted in response to this Request for Proposal. The City may conduct independent evaluation, analysis, and confirmation of proposal data.

Developers that submit proposals do so without legal recourse against the City of Ames Electric Services Department, Ames City Council, or its employees, agents or contractors based on City of Ames' rejection in whole or part of their proposal or for failure to execute any agreement tendered by City. The City shall not be liable to any Developer or to any other party, in law or equity, for any reason whatsoever relating to the City acts or omissions arising out of or in connection with the Request for Proposal.

AWARD

Award shall be made to the Developer submitting the most responsible and responsive proposal which offers the greatest value to the City with criteria detailed and the scope of services set forth.

Any agreement shall not be considered binding or valid with City unless it is executed by authorized representatives of City and the Developer.

END OF SECTION

**CITY OF AMES, IOWA
SPECIAL CONDITIONS
INSURANCE REQUIREMENTS FOR DEVELOPERS**

Developer shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Developer, his or her agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Developer's proposal.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number CG 00 01 covering Commercial General Liability.
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, comprehensive form.
3. Workers Compensation insurance as required by the Laws of the State of Iowa and Employers Liability insurance.
4. Property Insurance in the value of the Community Solar Farm.

B. MINIMUM LIMITS OF INSURANCE

Company shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. If required by statute, Workers' Compensation and Employers Liability: Statutory Workers Compensation limits as required by the Laws of the State of Iowa.
4. Property Insurance in the value of the completed Community Solar Farm.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City of Ames. At the option of the City of Ames, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Ames, its officials and employees; or the Developer shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City of Ames, its officials, employees, and volunteers are covered as insured as respects: liability arising out of acts by or on behalf of the Developer; products and

completed operations by or on behalf of the Developer, premises owned, occupied, or used by the Company and anyone working on behalf of the Developer; automobiles owned, leased, hired, or borrowed by the Developer and anyone working on behalf of the Developer. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees, or volunteers.

- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees, or volunteers.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent provided by the laws of Iowa, the insurer shall agree to waive all rights of subrogation against the City of Ames, its officials, employees, and volunteers for losses arising from work performed by the Developer for the City.

3. All Coverages

Each insurance policy required by the clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after **thirty days prior written notice** by certified mail, return receipt requested, have been given to the City.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Bests rating of no less than A:VII.

F. VERIFICATION OF COVERAGE

The Developer shall furnish the City with certificates of insurance naming the City, its employees, its volunteers and its governing board as additional insureds and with all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the City and are to be received and approved by the City before work commences. If the project extends past the expiration dates of any affected insurance policies, new Certificates of Insurance will be required. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Developer shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. INDEMNIFICATION

To the fullest extent permitted by law, the Developer shall indemnify and hold harmless the City of Ames, their agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorneys fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense 1) is attributable to bodily injury,

sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and 2) is caused in whole or in part by any negligent act or omission of the Developer, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

Revised 4/5/14

Appendix A:

NOTICE OF INTENT TO RESPOND

Company Name: _____(Lead Developer)

Contact Person: _____

Contact Person's Title: _____

Phone Number: _____

E-mail Address: _____

Developer's Website Address:

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Business Classification: (mark the appropriate classification)

____ Corporation

____ Limited Liability Corporation

____ Partnership/Joint Venture

____ Other (Please describe): _____

ALL DEVELOPERS WILL COMPLETE THIS FORM, AND EMAIL IT TO THE PROPOSAL POINT OF CONTACT:

KAREN SERVER
PURCHASING MANAGER, CITY OF AMES
kserver@city.ames.ia.us



SECTION 3

FORM OF CONTRACT

**CONTRACT FOR
COMMUNITY SOLAR FARM
FOR CITY OF AMES ELECTRIC SERVICES DEPARTMENT**

THIS AGREEMENT, made and entered into effective the ____ day of _____, _____, by and between the CITY OF AMES, IOWA, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and _____, Inc. (a _____, organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider");

WITNESSETH THAT:

WHEREAS, the City of Ames has determined that certain services to be provided to the City of Ames and its citizens by Provider, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

**I
PURPOSE**

The purpose of this Agreement is to procure for the City of Ames certain services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

**II
SCOPE OF SERVICES**

Provider shall provide the services set out in the City of Ames, Iowa, Scope of Services, and Services to establish and operate a Community Solar Farm for the City of Ames attached hereto as Exhibit A.

The City, without invalidating the Agreement, may direct changes in the services within the general scope of the Agreement, with the authorized payment maximum being adjusted accordingly. Any change in the scope of service by the provider shall be done by written agreement signed by both parties. The added cost or cost reduction to the City resulting from a change in the Agreement shall be determined by mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation, or by unit prices stated in the Agreement or subsequently agreed upon.

It shall be the responsibility of the provider, before proceeding with any change in scope, to verify that the change has been properly authorized on behalf of the City. No additional charges or any other change in the Agreement will be allowed unless previously authorized in writing by the City, with the applicable compensation method and maximum authorized additional sum stated.

**III
METHOD OF PAYMENT**

A. Payments shall be made by the City of Ames in accordance with the following task schedule:

Task	Total Amount
a. No. 1:	
b. No. 2:	
c. No. 3:	
d. No. 4:	

The maximum total amount payable by the City of Ames under this Agreement is \$_____ and no greater amount shall be paid without written amendment.

B. Payment will be made upon completion of the services and acceptance by the City of Ames. Provider shall submit an invoice upon completion of the services. The invoice shall include an itemization of the services for which payment is claimed. Invoices referencing the assigned purchase order number shall be sent to the following address:

City of Ames, Finance Dept. – Accounts Payable, PO Box 811, Ames, IA 50010

IV
FINANCIAL ACCOUNTING AND ADMINISTRATION

A. All claims for payment shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, meter readings or other documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, meter readings or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City or its authorized representative.

B. All records shall be maintained in accordance with procedures and requirements established by the City Finance Director, and the City Finance Director may, prior to any payment under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Provider for the purpose of determining changes and modifications necessary with respect to accounting for charges made hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final payment by the City.

C. At such time and in such form as the City may require, there shall be furnished to the City such statements, records, reports, data, and information as the City may require with respect to the payments made or claimed under this Agreement.

D. At any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement and Provider will permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

V
INSURANCE

A. The provider shall maintain insurance coverage in scope and amounts acceptable to the City's Risk Manager.

B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees, or volunteers.

C. Provider shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the City and are to be received and approved by the City before services commence. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

D. Provider shall include all sub-consultants as insured under its policies. All coverages for sub-consultants shall be subject to all of the requirements stated herein.

E. To the fullest extent permitted by law the Provider shall indemnify and hold harmless the City of Ames, their agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Provider, any Sub-consultant, anyone directly or indirectly employed by any of them or any one for whose acts, any of them may be liable.

F. In no case will the Provider's coverage be constructed to provide coverage for acts of negligence alleged to be caused by the sole negligence of employees of the City of Ames.

VI
PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

Provider agrees to hold in trust and confidence any confidential and/or proprietary information or data relating to City business and shall not disseminate or disclose such confidential information to any individual or entity, except Provider's employees or sub-consultants performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the City.

VII
TERMINATION

The City of Ames may terminate this Agreement without penalty to the City at any time by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination. In any case where the Provider fails in whole or in part to substantially perform its obligations or has delivered nonconforming services, the City shall provide a Cure notice. If after notice the Provider continues to be in default, the City may terminate this agreement immediately. The City shall only be obligated to compensate the Provider for compliant services performed prior to notice of termination.

VIII
INDEPENDENT CONTRACTOR STATUS

Provider agrees that the relationship between Provider and the City is that of an independent contractor for employment tax purposes. The Provider shall be solely responsible for all taxes relating to payments under this agreement including those of employees.

IX
LAWS

This contract is governed by the law of the State of Iowa with venue in Story County District Court.

X
ASSIGNMENT

This Agreement may not be assigned or transferred by the Provider without the prior written consent of the City.

XI
AFFIRMATIVE ACTION

Provider shall place on file with the City a statement of nondiscrimination policy in the form of a completed *Assurance of Compliance with the City of Ames, Iowa, Affirmative Action Program* satisfactory to the Affirmative Action Officer of the City.

XII
DURATION

This Agreement shall be in full force and effect from and after _____, 2017 until completion of the Services, or, until terminated by the City of Ames, Iowa.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

CITY OF AMES, IOWA

By: _____

By: _____

Attest by: _____

Printed Name and Title