



Seattle City Light

Seattle City Light Request for Proposals

Supply Resource Procurement

Revised January 18, 2023

Responses Due by 5 p.m. Pacific Time March 1, 2023

Please Send Responses and Questions to [SCL 2023 Supply RFP@seattle.gov](mailto:SCL_2023_Supply_RFP@seattle.gov)

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1. Introduction

Seattle City Light is a department of The City of Seattle and is the electric utility serving Seattle and six surrounding cities. As an enterprise, Seattle City Light owns and operates generation, transmission, and distribution facilities that deliver electricity to approximately 490,000 customers in Seattle and surrounding communities.

The power Seattle City Light delivers to its customers is primarily sourced from carbon emissions-free hydro through owned and contracted resources. Seattle City Light has been carbon neutral in its power deliveries and operations since 2005, and is proud to be a leader in municipal governments across the country for its policies and actions on carbon reduction and providing clean, reliable, affordable, environmentally responsible power to its customers. For more information on Seattle City Light, please see our most recent Integrated Resource Plan (IRP) found in the following link: <http://www.seattle.gov/light/IRP/default.asp>.

1.1 Scope and Purpose

Seattle City Light is looking for supply resources between 35 and 200 MWs AC nameplate capacity individually. Seattle City Light is looking for supply resources from hydroelectric, wind, solar, geothermal, wave, landfill gas, biomass, any renewable resources as defined in the Washington state Renewable Portfolio Standard (RCW 19.285) and supply resource as defined in Clean Energy Transformation Act (CETA, RCW 19.405) or combination of resource types with or without energy storage. These supply resources may be already operating, repowered, or under development. Seattle City Light has a high preference that the resource output be delivered or are deliverable to Seattle City Light's Balancing Authority Area on firm transmission.

Seattle City Light will consider proposals for power purchase agreements (PPA) as well as a range of ownership structures, including PPAs with purchase options or obligations, sales of existing assets, acquisition of project development assets and rights, joint ownership, and build-own-transfer agreements.

Seattle City Light is soliciting resources through this RFP to meet needs identified in its most recent Integrated Resource Plan. Additionally, Seattle City Light is launching the Renewable Plus program that seeks to bring a newly built renewable resource into our supply portfolio quickly, and our largest customers may subscribe to pay a portion of the costs and get the Renewable Energy Credits retired on behalf of the program. This RFP may serve to identify a project or projects for that program.

Seattle City Light will evaluate and select supply resources based on our assessment of the needs of our customers. Seattle City Light may or may not acquire any supply resources from this process.

1.2 Additional Limitation

Seattle City Light will not consider projects that include coal combustion.

2. Planned Timing and Schedule

Milestone	Date
RFP Issue Date	January 6, 2023
RFP response date delayed	January 18, 2023
Deadline for Questions	January 20, 2023
Answers to Questions, if Seattle City Light deems necessary	TBD
Notice of Intent to Respond requested	January 27, 2023
Revised deadline to submit proposals	March 1, 2023, 5 PM Pacific Prevailing Time
Notification of Shortlist Selection	May 26, 2023
Notification of Selected Bid(s)	TBD
Contract Negotiations	TBD
Contract Execution (Transmission Concurrent)	TBD

Seattle is developing a Power Purchase Agreement template and will share that with interested parties when it is available.

If Seattle City Light deems it appropriate, we will hold a conference with interested parties.

Dates are subject to change. Seattle City Light will notify Developers of changes to this schedule.

3. Requirements

To be considered for evaluation, all proposals must meet the requirements in this Section 3. Project developers should provide the responses to these requirements in the Offer Form Template where applicable, one template per project. Developers should also respond to these narrative questions regarding the project(s). Developers may use a single narrative response for all projects or one per project.

- 3.1 Commercial Terms** - Developers should be prepared to hold all commercial terms for 180 days after submittal. Seattle's review cycle will likely last more than 180 days and Developers should be prepared to negotiate extensions.
- 3.1.1 Bid Quantity Range**- The minimum bid amount is 35 MW; the maximum is 200 MW AC nameplate per project. Please respond on tabs 2, 3, 4, 5 and/or 6 of the template, as applicable.
- 3.1.2 Minimum/Maximum Contract Term** - The minimum term is six (6) years. The maximum term is fifty (50) years. Seattle City Light will also consider ownership/build-to-buy options. Please respond on tab 8 of the template.
- 3.1.3 Price** - Please provide pricing for the bid. If a Developer is offering or considering different terms and/or on-line dates, please indicate pricing as appropriate. Please respond on tab 8 of the template.
- 3.1.4 Qualifying Product Bids** - Developers must agree to sell to Seattle City Light all output from or title to any identified supply resource output and product. Products include all energy, capacity, resource adequacy, and environmental attributes, and will be further described in the PPA. Seattle City Light will consider purchasing a share of the output from a project, as long as it includes all energy, capacity, resource adequacy, environmental attributes, if applicable, and other properties as described in the PPA from the contracted share of the project. For example, Seattle City Light will consider a 35 MW share of a 300 MW project as long as City Light acquires all the attributes associated with the 35 MW share.

The successful Developer(s) will convey to Seattle City Light all Environmental Attributes tracked as Renewable Energy Certificates and transferred through the Western Renewable Energy Generation Information System (WREGIS) or any successor.

- 3.1.5 Credit and Developer Qualifications** - Seattle City Light's Risk Management credit requirements provide Seattle City Light reasonable assurance that Seattle City Light will be able to readily recover its actual damages in the event of default by the Developer. Seattle and the Developer will determine final collateral requirements prior to execution of an agreement.

To be eligible for consideration, a Developer must demonstrate investment grade ratings by Standard and Poors ('S&P') and/or Moody's Investor Services, Inc. ('Moody's) of 'BBB' and/or 'Baa2' or higher, respectively; along with audited financial statements from the most recent two years. If the Developer does not have the above investment ratings and audited financial statements, then the Developer must demonstrate the parent, as applicable, has above investment ratings and audited financial statements for issuance of an acceptable parent guarantee. Throughout the term of this agreement, Seattle City Light requires annual audited financial statements of the Developer or parent as applicable.

If both Developer and parent do not have the above such investment grade ratings, Developer must demonstrate an ability to secure necessary performance assurance in the form of an acceptable letter of credit ('LOC') from an acceptable bank issuer with investment grade ratings by S&P and/or Moody's of 'A+' and/or 'Aaa1' or higher, respectively.

If the Developer or parent's investment ratings become S&P 'BBB-' and/or Moody's 'Baa3' or

become S&P and/or Moody's non-investment grade at any point during the contract period, an acceptable LOC may be required from an acceptable bank issuer with investment grade ratings of S&P 'A+' and/or 'Aaa1' within 10 business days of Seattle City Light's request for assurance. If the bank issuer's investment rating falls below S&P's 'A-' and/or Moody's 'Aaa1' during the term of the agreement, a new acceptable LOC is required from an acceptable bank issuer with an investment grade ratings of S&P 'A+' and/or Moody's 'Aaa1'.

- 3.1.6 Narrative of Related Project Experience** - Please provide a statement describing your experience delivering projects of similar scope within the past 5 years. Include a customer contact for reference, project description, location, and delivery methods. Seattle City Light is most interested in brief narratives of the execution approaches, means and methods, and execution strategies directly performed by the contractor and its project personnel on related projects. Seattle City Light is also interested in specific challenges the team encountered on related projects and how these challenges were addressed and overcome particularly with reference to projects developed in the previous 3 years.
- 3.1.7 Management Approach** - Please provide information on how you plan to manage the project from planning through execution and operations and maintenance.
- 3.1.8 Workforce Development Plan** - Please provide a one-page plan on how you will support job creation in communities related to the project. Are there economically disenfranchised communities near the project site? Provide information about the number of apprentices and women and minority business enterprises the project will or may employ during design, construction, and operation. If available, please provide the same information regarding where the generation and controls equipment is manufactured, and where the project is designed. Please describe at least one example from previous projects/developments.
- 3.1.9 Design and Technical Execution** - Proposals must incorporate the requirements of section 3 of this RFP as well as an estimated schedule, intended location of the supply resource(s), and approaches to minimize risk to the environment and ensure social equity. Proposals should also describe the design approach to include intended equipment/material selection and specification sheet.
- 3.1.10** Please list and briefly describe any pending lawsuits against the company, particularly any related to the operating units that will develop this project. Please list any lawsuits or legal or administrative challenges related to the project.
- 3.1.11** The City of Seattle defines Women & Minority Owned Business (WMBE) firms as state-certified or self-identified firms with at least 51% owned by women and/or minorities. Does the Participant Company meet this ownership status? If so, please explain how.
- 3.1.12** Is there any additional information or clarification related to any of the questions in this form that the bidder would like to include? Only provide short responses to provide specific clarification of previous responses.

3.2 General

The following general requirements apply to all bids to be evaluated in this RFP.

- 3.2.1 Notice of Intent to Bid** - Developers should send Attachment A of this RFP the Notice of Intent to SCL_2023_Supply_RFP@Seattle.gov. This should be received by 3 p.m. Pacific Standard Time, January 27, 2023.
- 3.2.2 Resource Delivery** - Seattle City Light will consider resources that have secured transmission on the Bonneville Power Administration (BPA) or other transmission providers to Seattle City Light's Balancing Authority Area (BAA). Seattle City Light will also consider resources with transmission to Mid-Columbia or elsewhere. Seattle City Light will consider resources without transmission. Please provide information on transmission and resource delivery as described in sections 3.2.2.2, 3.2.2.3,

or 3.2.2.4 as applicable.

3.2.2.1 Resource Delivery - For those resources located outside Seattle City Light's Balancing Authority Area (BAA), resource output must eventually be delivered to Seattle City Light's BAA. Seattle City Light understands that firm transmission may not be available initially, and that over the lifetime of the project firm delivery initially at Mid-Columbia or elsewhere may migrate to a Seattle delivery. Seattle City Light also understands that some parties may have firm transmission to other points in the Puget Sound area or may be part of a cluster study for BPA transmission projects. Please include all information relative to the delivery as further discussed below.

3.2.2.2 With firm BPA or other transmission to Seattle City Light - Provide transmission service request, status, amount, start and stop dates, Point of Delivery (POD) and Point of Receipt (POR). Seattle City Light's POD is identified as SEATTLECNTGSB. Please respond with the answers to the following questions:

- Will the Developer manage the Balancing Authority Area Service Agreement (BAASA)
- Will the Developer prefer to work with BPA and Seattle City Light to pseudo-tie the resource to Seattle City Light's BAA?

3.2.2.3 With firm transmission to Mid-Columbia market - Supply resource, delivered to Mid-Columbia, until such time the Parties obtain firm transmission to Seattle City Light's BAA. Provide transmission service request, status, amount, start and stop dates, POD and POR. Please respond with the answer to the following questions:

- Will the Developer manage the BAASA?
- Will the Developer prefer to work with BPA and Seattle City Light to pseudo-tie the resource to Seattle City Light's BAA?

3.2.2.4 With no transmission, supply resource project(s), as proposed. Provide status of seeking BAASA.

3.2.3 Interconnection Status: Please provide the status of their Facility Study, System Impact Study request and status of interconnection agreement to the Transmission Service Provider.

3.2.4 Resource on-line date: - Seattle City Light has a preference for supply resources on-line on or before December 31, 2026, and will consider resources on-line after.

3.2.5 Resource Output - Developers should fill out the appropriate tabs in the Offer Form Template. One template per project is the requested response.

3.3 Site and Project Characteristics

3.3.1 Site Control - Developers must provide a reasonable plan to show how the Developer will ensure site control. At the time of bid submission, Developers must possess title to the site, have executed a lease agreement, or executed an option agreement applicable to a minimum of 50% of the project site. Prior to placement on Seattle City Light's final shortlist, Developers will be required to demonstrate site control for 100% of the project site for the term of the proposed PPA or project ownership.

3.3.2 Permitting - Developers must prepare and provide a reasonable plan that lists all required site-specific permits and provide a plan and schedule for obtaining all permits and licenses. If at any point Seattle City Light determines that a project cannot obtain the required permits as designed, Seattle City Light reserves the right to reject the proposal.

3.3.2.1 For projects under operation: please provide any notices of non-compliance or other

corrective actions related to existing permits.

3.3.2.2 Please provide a site layout, if available.

3.3.2.3 For projects in design or construction: Has your project obtained all necessary permits, including land use entitlement permit (e.g., Conditional Use Permit (CUP), Application for Certification (AFC), Record of Decision (ROD)) from lead land use permitting agency and all discretionary permits from other lead, trustee and/or responsible agencies including wildlife agencies? Please list permits not yet obtained and describe the planned efforts to obtain these permits, the status of discussions with state and federal wildlife agencies, and any recommendations regarding permits from those agencies.

3.3.2.4 Decommissioning: Please describe any decommissioning plans and plans for disposal of primary or secondary components such as solar PV, wind turbines, batteries or other equipment at the end of the project's life.

3.3.2.5 Is your project located within a Highly Impacted Community (HIC) in WA state? (A HIC is: 1. Covered or partially covered by 'Indian Country' as defined in and designated by RCW 19.405.020 or 2. ranked a 9 or 10 on the Environmental Health Disparities (EHD) Map, as designated by the WA State Department of Health per the Clean Energy Transformation Act? Does your project demonstrate benefits to HICs, or other disadvantaged populations per EPA's EJ Screen? If yes, please describe the benefit(s).

3.3.2.6 Please describe the community outreach efforts related to the facility, including outreach methods (*i.e.* door-knocking, phone banking, internet, social media, mailings, physical notices posted), the languages spoken in communities surrounding the proposed project and the languages in which materials been made available, state the number of responses by community members, describe substantive responses, and describe any changes to the project undertaken in response to community responses.

3.3.2.7 Has your project secured or will plan to secure a 5-trade community benefit or project labor agreement? If not, has your project secured or will plan to secure other community benefit or project labor agreements? Please describe any community benefit or project labor agreements your project has secured or will secure and the status of the agreements. Will your workforce be paid the current prevailing hourly wage rate with health benefits and upward mobility potential?

3.3.3 Technology Proposals - Seattle City Light will only consider Bids that use widely deployed generating technologies. Seattle City Light will not accept generation technology shown to have serial defects. Serial defects are considered to be a design or manufacturing problem that has affected 10% or more of the installed models. Generation technology must comply with all current applicable Codes and Standards for a USA-based resource. Developers may contact Seattle City Light if they are uncertain whether their choice of specific generation technology is acceptable to Seattle City Light. Seattle will review any such information as to their suitability for meeting our renewable energy requirements as described in this RFP. Seattle City Light will respond to such requests within two weeks of receipt.

3.3.3.1 Toxics: Please describe any toxic materials used in the project. Are any components Electronic Product Environmental Assessment Tool registered? Is the manufacturer of the proposed equipment rated as a leader on any evaluations from the Silicon Valley Toxics Coalition?

3.3.3.2 Tariffs: If the project includes any PV panels or cells, please explain how the U.S. Commerce Department's ongoing investigation to impose anti-circumvention duties on solar panel and cells may affect your project.

3.3.3.3 Forced Labor: If the project includes any PV panels or cells, please explain how you will source and deliver projects that do not involve any forced labor or otherwise contravene the Uyghur Forced Labor Prevention Act and subsequent enforcement.

3.3.4 Financing - As applicable, Developers must provide a reasonable plan to obtain project financing. This may include internal or balance sheet finance the proposed project (supported by appropriate financial statements) or evidence of a good faith commitment from a financial institution or third party lender.

3.3.5 Equipment and Construction Costs - Developers should include a quote, commitment, or documentation of purchase from equipment suppliers. For utility-ownership projects, bids must also include Engineer Procure and Construct quotes to design and build the facility. For utility-ownership projects the bid price estimate must be consistent with the equipment supplier and EPC contractor (or Build/Operate/Transfer agreement) documentation.

3.3.6 Tax Credit Eligibility - Offers that intend to utilize federal tax credits will need to demonstrate the project's eligibility for the specified credit. Seattle City Light requires a narrative and plan describing the timeline to achieve the associated federal tax benefit.

3.4 System Operations

The project shall comply with all applicable NERC, WECC, and BAA requirements as they exist as of the time of the response to this RFP and as they will change over time. Seattle City Light Operations reserves the right to curtail/interrupt/reduce/suspend the unit to partial output to support planned maintenance work.

Buyer shall be responsible for compensation to the Seller for energy lost during curtailments on Buyer's system.

4. Limitations

It is at the sole discretion of Seattle City Light to determine if the bid is responsive. If Seattle City Light determines a bid to be non-responsive, Seattle City Light will provide, by email or other writing, the reasons for the determination.

4.1 Irregular Proposals

- a. Seattle City Light has the right to review Proposals for material irregularities. If Seattle City Light determines a Proposal to be irregular and rejects it, notification will be sent to the Proposer in writing containing the reason for the determination.
- b. Proposal will be considered irregular and non-responsive if:
 - i. The Proposal does not constitute a definite and unqualified offer to meet the material terms of the RFP.
 - ii. The entries in the required Proposal submittal documents are not typewritten or entered legibly in ink; or
 - iii. The Proposal is not properly executed.
 - iv. An unsatisfactory performance record exists as shown by past or current Work for Seattle City Light, or for others, as judged from the standpoint of the conduct of the Work, environmental or safety compliance records, workmanship, progress, social equity, Community Workforce Agreement, or equal employment opportunity practices; or termination for cause;

- v. The Proposer has failed to settle bills for labor or materials on past or current contracts.
- vi. The Proposer has been convicted of a crime arising from a previous public contract.
- vii. For any other reason deemed proper by Seattle City Light.
- viii. Seattle City Light will notify the Proposer by email or by other writing if the Proposer is determined to be not responsive under this Section.

4.2 Modifications and Final Approval

SEATTLE CITY LIGHT RESERVES THE RIGHT TO CANCEL OR MODIFY THE RFP, THE RFP SCHEDULE, AND THE RFP PROCESS AS IT DEEMS NECESSARY OR TO COMPLY WITH REGULATORY ORDERS, RULES, REGULATIONS OR GUIDELINES WITHOUT LIABILITY OR OBLIGATION TO ANY DEVELOPER. SEATTLE CITY LIGHT RETAINS SOLE DISCRETION TO DETERMINE WHICH PROPOSAL(S) WILL BE SELECTED FOR FURTHER REVIEW AND NEGOTIATION. ASPECTS OF DEVELOPER'S PROPOSAL MAY BE SUBJECT TO FURTHER INQUIRY TO SPECIFICALLY DEFINE THE OPERATION OF THE PROJECT, TO ENSURE ADEQUATE FINANCIAL AND CREDIT SUPPORT FOR DEVELOPER, TO ENSURE THAT THE PROJECT IS CONSISTENT WITH SEATTLE CITY LIGHT'S REQUIREMENTS OR FOR ANY OTHER REASON. FURTHER INQUIRY SHALL NOT IMPLY THAT A PROPOSAL WILL BE SELECTED. THERE SHALL BE NO BINDING CONTRACT UNTIL SEATTLE CITY LIGHT AND DEVELOPER HAVE EXECUTED A FINAL DEFINITIVE AGREEMENT AND ANY APPLICABLE REGULATORY REVIEW HAS BEEN COMPLETED. IN ITS SOLE DISCRETION AND AT ANY TIME, SEATTLE CITY LIGHT MAY SUBMIT ANY FINAL DEFINITIVE AGREEMENT TO THE SEATTLE CITY COUNCIL FOR FINAL REVIEW BEFORE SUCH AGREEMENTS ARE ENFORCEABLE BY DEVELOPER.

5. Power Purchase Agreement (PPA)

Seattle City Light is developing a PPA that will be available during the project review process. Developers may provide a PPA that Seattle City Light will consider.

6. Evaluation Criteria

Seattle City Light will consider all information provided about the projects and has provided both open-ended and specific questions so that Developers can cast their projects in the best possible way.

Seattle City Light's subject matter experts will consider project developer's experience in the field, approach to this project, and goals for delivering all aspects of the project in a first-class manner. Seattle City Light will consider the value the project provides to our customers, to the people in the vicinity of the project, and the areas where the project or components will be designed, manufactured, and built.

Timing, delivery, and price are important considerations. How the developer will ensure that all project values are met over the entire span of the PPA or ownership are also important to a lasting and valued business relationship.

7. Credit and Insurance Requirements for PPA or Ownership

7.1 Builders Risk (Course of Construction) - "All Risk" (Special Perils) coverage form, with limits equal to the completed value (including both hard cost and soft cost) of the project and no coinsurance

penalty provisions.

- 7.2 Property Insurance** - "All Risk" (Special Perils) coverage form at full replacement cost with no coinsurance penalty provision for repair or replacement of the facility. The policy shall include Boiler and Machinery, Earthquake, and Wind/Hail coverage. The deductible(s) shall not exceed the Seller's financial ability to fund the costs of losses and shall not be greater than prevailing practices for similar operations in the state in which the Facility is located.
- 7.3 Commercial General Liability** - Insurance coverage, on an occurrence basis, with a limit of \$2,000,000 per occurrence. The coverage must include: (i) Bodily Injury and Property Damage Liability, (ii) Contractual Liability, including coverage for the indemnity obligations under this Agreement and (iii) Products and Completed Operations Liability. Policy shall be endorsed to name The City of Seattle doing business as Seattle City Light, its officials, agents, and employees as an Additional Insured for full coverage and policy limits. Additional Insured status shall include products-completed operations coverage. The deductible shall not exceed the Seller's financial ability to cover claims and shall not be greater than prevailing practices for similar operations in the state in which the Facility is located.
- 7.4 Business Automobile Liability** - Insurance coverage with a minimum single limit of \$2,000,000 per claim for bodily injury and property damage with respect to project operator's use of vehicles whether owned, hired or non-owned, assigned to, or used in the performance of the Work. Policy shall be endorsed to name Seattle City Light, its officials, agents, and employees as additional insured for full coverage and policy limits.
- 7.5 Excess general liability policy** - Minimum limit of \$25 million. Policy shall be endorsed to name Seattle City Light, its officials, agents, and employees as additional insured for full coverage and policy limits.
- 7.6 Pollution liability** - Minimum limit of \$5 million. Policy shall be endorsed to name Seattle City Light, its officials, agents, and employees as additional insured for full coverage and policy limits.
- 7.7 Cyber Insurance** - Minimum limit of \$5 million to cover 1st party damage related to a cyber related loss.
- 7.8 Workers' Compensation** - Workers Compensation/Employer's Liability: Insurance coverage with respect to all persons performing the Work, in accordance with the applicable laws of the state in which the Work is to be performed. All required insurance policies that name Seattle City Light, its officials, agents, and employees as additional insured for full coverage and policy limits as an additional insured must include provisions that such insurance is primary insurance with respect to the interests of Seattle City Light and that any other insurance maintained by Seattle is excess and not contributory insurance with the required insurance. Owner/Operator shall notify Seattle City Light within 30 days of any cancellation or change in limits of liability of any required insurance policy. Owner/Operator shall ensure that any policy of insurance that operator or any subcontractor carries as insurance against property damage or against liability for property damage or bodily injury (including death) shall include a provision providing a waiver of the insurer's right to subrogation against Seattle City Light, its officials, agents, and employees as the additional insured. To the extent permitted by the policies of insurance, Owner/Operator hereby waives all rights of subrogation against Seattle City Light, its officials, agents, and employees.

8. Confidentiality

If a bidding or submitting entity believes certain portions or all of their responsive materials to this RFP are confidential, said entity is required to sign a non-disclosure agreement substantially in the form of Attachment C and must take steps outlined in Attachment C to clearly demark what is considered confidential. Additionally, a bidding or submitting entity must be fully aware of the

disclosure obligations Seattle City Light adheres to in relation to Chapter 42.56 of the Revised Code of Washington, Public Records Act as described in section 6 of the attached non-disclosure agreement.

Attachment A

Notice of Intent to Respond
Seattle City Light Supply Resource
Request for Proposal
Notice of Intent to Respond

Respondents should submit this form to [SCL 2023 Supply RFP@Seattle.gov](mailto:SCL_2023_Supply_RFP@Seattle.gov) by 3 p.m. Pacific Prevailing Time, January 27, 2023.

A. Notice of Intent to Respond to Seattle City Light RFP

Transacting Entity: _____

Mailing Address: _____

City State Zip _____

Phone Number:(_____) _____

E-mail Address: _____

Signature: _____ Date: _____

Signed by: _____ Title: _____

Attachment B

Build Transfer vs PPA

CONTRACT FORM AND TERM/PRICE/OWNERSHIP STRUCTURES

Form and Term: Seattle City Light will accept proposals for Power Purchase Agreements (“PPA”) or other structures as outlined in this RFP. Pursuant to the terms of a PPA, Seattle City Light will obtain all rights to the output of the Project, including the energy (net of facility service power and losses), capacity, and all Environmental Attributes generated by the Project for a minimum 6-year term and maximum 50-year term.

Price: Seattle City Light seeks competitive Proposals for the sale of Project output (including energy, capacity, and other attributes including Environmental Attributes) to Seattle City Light at the maximum value to customers.

Alternative Ownership Structures: Seattle City Light will consider options to purchase/own the Project outright during the term of the PPA or as an element of the proposal set forth by Developers to this RFP. In addition to a PPA structure, Developers may propose ownership structures, which may include a turn-key Project to be owned by Seattle City Light, joint development and co-ownership, or another mutually beneficial arrangement. For PPA-only Proposals Seattle City Light shall have a right of first refusal to purchase the Project.

Attachment C

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made and entered into as of <date>, between The City of Seattle ("Receiving Party" or "City Light") and _____ ("Disclosing Party"). Disclosing Party and Receiving Party agree as follows:

1. Definitions

"Confidential Information" shall mean: (i) information disclosed in tangible form by Disclosing Party and marked "confidential" or "proprietary;" or (ii) oral information designated as Confidential Information by the Disclosing Party at the time the oral information is provided.

2. Purpose

The Receiving Party shall use the Confidential Information only for the following purposes:

3. Obligation of Confidentiality

The Receiving Party shall limit the use of and access to Disclosing Party's Confidential Information to the Receiving Party's employees or independent contractors who need to know such Confidential Information, for the purpose set forth in Section 2 above. However, before the Receiving Party may disclose Confidential Information to any independent contractors/ subcontractors (Contractors), the Contractors must also sign and submit a similar Non-Disclosure Agreement to receive access to any of the Disclosing Party's Confidential Information.

4. Confidentiality Period

The Receiving Party's obligations to protect Confidential Information hereunder continue as for a period of two (2) years.

5. Exceptions

The Receiving Party has no obligation of confidentiality to any Confidential Information that:

- a. is or becomes a matter of public knowledge through no fault of the Receiving Party; or**
- b. was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; or**
- c. was rightfully disclosed to the Receiving Party by a third party without restriction; or**
- d. is independently developed by the Receiving Party without access to Disclosing Party's Confidential Information.**

The Receiving Party may disclose Confidential Information pursuant to any statutory or regulatory requirement or court order, provided that Disclosing Party is, to the extent legally permitted, given ten (10) days advance notice of any proposed disclosure, in order for Disclosing Party to pursue a protective order. If a protective order is not

obtained by Disclosing Party at the conclusion of this ten (10) day period, the Receiving Party may disclose the requested Confidential Information without further liability.

6. Washington Public Records Act Disclosing Party understands that, unless exempt under applicable law, Confidential Information that it submits under this Agreement may be subject to public inspection or copying under the Chapter 42.56 of the Revised Code of Washington, Public Records Act ("PRA"). If any requests for disclosure of Confidential Information are made pursuant to the PRA, prior to releasing any Confidential Information, Receiving Party will determine whether the material should be made available under the law. If Receiving Party determines that the material is not exempt and may be disclosed, Receiving Party will notify the Disclosing Party of the request and allow the Disclosing Party ten (10) working days to take appropriate action pursuant to RCW 42.56.540. If the Disclosing Party fails or neglects to take such action within said period, Receiving Party may release the portions of the Confidential Information deemed subject to disclosure, and Disclosing Party shall be deemed to have consented to the disclosure of the Confidential Information and waived and released any and all rights, remedies, claims and causes of action Disclosing Party has or may have had against Receiving Party, and any and all of its directors, officers, employees, agents, representatives and insurers, arising from or relating to Receiving Party's disclosure of the Confidential Information pursuant to this Section 6.

7. Equitable Relief

The Receiving Party acknowledges and agrees that due to the unique nature of Disclosing Party's Confidential Information, there may be no adequate remedy at law for any breach of its obligation. Receiving Party further acknowledges that any such breach may allow the Receiving Party or third parties to use such Confidential Information to irreparably harm the Disclosing Party and therefore, upon any such breach or threat thereof, Disclosing Party shall be entitled to seek appropriate equitable relief. The Receiving Party will notify Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach.

8. Intellectual Property Rights

Receiving Party does not acquire any intellectual property rights under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with this Agreement.

9. Return of Information

At any time, the Disclosing Party may request the return or the destruction of all Confidential Information previously provided to the Receiving Party. Upon receipt of such request, all such Confidential Information, including without limitation any copies, summaries or compilations of such information, still in the Receiving Party's possession or under its control shall be promptly returned or destroyed, as requested except, however, Receiving Party may retain any Confidential Information as required by law, as determined by Receiving Party in its sole discretion.

10. General

This Agreement supersedes all prior discussions and writing with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each party and no failure or delay in enforcing any right will be deemed a waiver of such right. The parties understand that nothing herein requires either party to proceed with any proposed transaction or relationship in connection with which the Confidential Information may be disclosed. In the event that any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Washington without regard to conflicts of laws provisions thereof, and each party submits to the jurisdiction and venue of the Washington state or federal court serving the King County area with respect to the subject matter of this Agreement. The headings to the Sections of this Agreement are included merely for reference

and shall not affect the meaning of the language included therein. This Agreement is written in the English language only, which language shall be controlling in all respects. If applicable, this Agreement may be executed in counterparts or by facsimile, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

WHEREFORE, the Parties acknowledge that they have read and understood this Agreement and voluntarily accept the duties and obligations set forth herein.

The City of Seattle

Company Name

Print
Name: Siobhan Doherty
Signature:

Print
Name: _____

Signature:

Title: Director, Power Management Division

Title:

Address: 700 Fifth Avenue, Suite 3300

Address:

PO Box 34023

Seattle, WA 98124-4023

Phone/ Email:

PROPOSAL SUBMITTAL CHECKLIST

- Minimum Requirements as described in Section 3.1
- General Requirements as described in Section 3.2
- Site Characteristics as described in Section 3.3
- System Operations as described in Section 3.4
- Optional power purchase agreement as described in Section 5
- Ability to meet Credit and Insurance requirements as described in Section 7
- Attachment A - Notice of Intent to Bid
- Attachment B - Build Transfer Option, if applicable
- Attachment C - Non-Disclosure Agreement if required by Developer
- Offer Form Template, one per project

Note: This checklist is provided to assist your submittal process but shall not replace your review and verification of the RFP requirements.