



NRCO Solar RFP

On behalf of Southern Maryland
Electric Cooperative

2011

National Renewables Cooperative Organization

Request For Proposals Renewable Solar Energy Supply - 2011

Introduction

National Renewables Cooperative Organization (NRCO) is headquartered in Carmel, Indiana and works on behalf of its 24 member-owner cooperatives to facilitate the transaction for and acquisition of renewable generation assets.

Purpose and Background

NRCO facilitates the procurement of renewable resources to assist NRCO Members in meeting their renewable portfolio standards, to diversify their energy resource portfolios, and gain operational experience with these generation technologies.

NRCO anticipates proposals may include outright ownership of new or existing facilities, Power Purchase Agreements (PPAs), PPAs with ownership or renewal options at the end of a PPA term, or other arrangements as may be offered under this RFP. NRCO would be receptive to any and all of these options.

This RFP is intended to solicit bids for resources to meet requirements for 2012 and beyond. Resources available within the next two years will be evaluated. NRCO and SMECO intend that responses to this solicitation will be the basis for contract negotiations, which if successful, would then lead to a commitment by the parties to enter into a binding contract, subject to approval by participating members and by requisite regulatory agencies, including the Rural Utilities Service, an agency of the US Department of Agriculture, and the Maryland Public Service Commission.

Product Description

NRCO will consider only those renewable solar resources which meet the definitions contained within the Maryland renewable portfolio standard (RPS) requirements for solar energy. Bidders are encouraged to confirm that projects conform to these requirements before submitting a response to this RFP.

Only proposals meeting the definition and associated with specific generating resources will be considered by NRCO for evaluation under this RFP. NRCO is not seeking under this RFP: (a) renewable energy credits without the associated energy, (b) demand side management related items, or (c) research and development products or projects. Only commercially proven photovoltaic technologies will be considered.

NRCO reserves the right to modify any capacity and/or energy requirements at any time during the solicitation and evaluation process as conditions warrant.

Quantity and Term

NRCO is seeking solar renewable energy deliveries of at least 3,200 MWh and not more than 10,000 MWh per year, which is roughly equivalent to the output of a 2.5 – 7.5 MW capacity solar farm. Proposals could include staged development, however to be considered for evaluation and we encourage prospective bidders to provide pricing at various MW levels as appropriate to each unique project's potential.

Bidders will have to satisfy NRCO and/or its members' financial security requirements, including bonding on construction contracts. Equipment must meet all current environmental regulations including those specific to compliance with the environmental protection requirements of all applicable state and federal laws, rules and orders. NRCO will also require financial security arrangements for PPAs, which may include a letter of credit, a first priority lien, or other instrument to secure performance under the PPA. Power purchase agreements with a minimum term of ten (10) years and a maximum term of twenty five (25) years will be given consideration.

NRCO will consider the purchase of existing generation facilities, ownership of facilities specifically constructed for sale to SMECO or combinations thereof. Any PPA must be sourced from a unit specific generation asset or from a group of generation assets.

Delivery

NRCO will consider delivery of energy under this RFP to points of delivery in Maryland, though preference will be shown to projects that interconnect within Southern Maryland Electric Cooperative's (SMECO) service territory. NRCO anticipates that operational integration of the solar renewable resources resulting from this RFP will be SMECO's responsibility, but would entertain creative proposals that included ancillary and reserve services.

A map of the SMECO's service territory is included in Attachment III.

Information submitted to demonstrate operational capability must include identification of the proposed transmission/distribution paths and identification of proposed interconnection points with any and all transmission provider(s) required to provide delivery of power and energy from the proposed resource(s) to SMECO load.

Any modifications or additions to SMECO's distribution system or that of the transmission provider(s), including interconnection, transmission, or communications facilities, required by a Bidder for power delivery to SMECO's load, shall be subject to review and the costs will be considered as a part of the bid evaluation. The expenses relating to any such modifications or additions must be included in the price of the Bidder's proposal.

Respondents will be responsible for meeting transmission and/or distribution system provider requirements for interconnection, voltage ride through, VAR characteristics and other parameters. Respondents will be required to register as such with PJM and NERC.

Pricing Information

Prices shall be quoted in U.S. dollars and shall be binding upon the Bidder unless expressly stated otherwise. If the Bidder's pricing policy involves escalation or an index, the escalation terms and conditions, or specific index must be included for evaluation. Prices should be complete and all inclusive. Due to the duration of this process, short listed bidders will be provided an opportunity to refresh bid pricing information.

If pricing uncertainty exists due to governmental programs (i.e., Federal, State and Local programs), such as investment tax credits, production tax credits, accelerated depreciation, tax abatements etc., bids should include pricing with and without such effects.

Environmental Credits

Bidders shall provide and NRCO or its Members will retain all environmental attributes associated with Bidder's bid energy, including but not limited to renewable energy credits, green tags, greenhouse gas or carbon credits, and any other emissions attributes.

Total Delivered Cost of Power Delivered to SMECO

Proposals must include the total cost of power delivered to SMECO point(s) of delivery, including losses, transmission charges, and the cost of any other services required to be provided by the Bidder or third parties. The Bidder must clearly explain the costs and breakdown of the components of capacity and energy so that the total cost of power under the terms of the Proposal can be evaluated on a standalone basis. Bidders should take care to separately identify and specify any costs included for transmission / distribution system and/or interconnection facilities necessary to deliver power and energy.

Financial Stability and Performance Guarantees

Financial stability of the Bidder and the demonstrated ability to fulfill its contractual obligations are of utmost importance to NRCO and will be an integral part of the bid evaluation process. NRCO requires secure and reliable physical delivery of the capacity and associated energy corresponding to all Proposals.

For transactions that involve the sale of facilities to NRCO or its Members, successful Bidders shall secure, upon contract award, performance bond(s) to provide financial guarantee that the project will meet schedule and proposed performance. Bidder should discuss in detail the type and amount of proposed credit enhancements or other means proposed to guarantee performance under any contract that might result from this RFP.

The Bidder must provide sufficient evidence of financial and operational capability to provide the services outlined in the Proposal during the contract term. The Bidder shall provide audited financial statements and annual reports from the previous three years in order to demonstrate financial viability. The financial and operational viability of any third parties relied upon by the Bidder for providing service to NRCO or its Members must also be demonstrated. The Bidder, its parent, and any other guarantor of services under the Bidder's proposal, must provide

audited financial statements from the three previous years in order to demonstrate financial viability. If the Bidder's guarantor has a credit rating, the most recent ratings reports must be provided also. Finally, the Bidder must provide references for any current and/or prior power supply agreements to wholesale customers.

A performance bond, or some other mechanism acceptable to NRCO, will be required to guarantee security and reliability of physical delivery of energy and capacity.

Solicitation Fee

NRCO may engage an independent contractor to assist with the proposal evaluation. The cost of conducting an independent evaluation is a business expense to be borne by all Bidders in a fair and equitable manner. To that end, a bid fee of \$5,000 per Bidder will be required for one proposal. Bidders may submit multiple proposals and the bid fee for each additional proposal will be \$2,500. To the extent that bid fees collected exceed the expenses incurred by NRCO for the independent contractor, such excess will be refunded to all non-winning Bidders pro rata up to the amount of the bid fee actually paid by the Bidder. Beyond the aforementioned potential refund, NRCO shall not reimburse any Bidder for any costs incurred in the preparation or submission of a Proposal and/or in negotiating an agreement as a result of a Proposal. A check for certified funds covering all Proposals submitted must be included with any proposal package(s) sent to NRCO and should be made payable to: NRCO. Bid fees may also be paid by electronic funds transfer as long as the deposit is executed by the proposal due date. Electronic funds transfer instructions will be communicated to bidders upon request. Proposals that do not include the bid fee will not be accepted by NRCO.

Other Terms and Conditions

Each proposal must comply with all applicable federal and state laws. All permits, licenses, fees, emissions allowances, and environmental requirements are the responsibility of the bidder for the entire term of each proposal. If a resource is not in service as of the date the proposal is submitted, a detailed milestone schedule describing major project activities, including a permitting schedule, leading up to the commencement date for commercial service must be provided.

Notice of Intent to Submit Proposal

Potential Bidders should complete and return the **Notice of Intent to Submit Proposal** form included in this RFP as Attachment I to be included in the RFP process. The form must be returned electronically (via e-mail) by 3:00PM EST April 25, 2011.

Although a notice of intent is not required to submit a bid, only those entities that have provided this notice to NRCO will be included in communications regarding any bid clarifications or corrections that may occur

Potential Bidders should make their best effort to provide accurate information about their planned Proposal; however, Bidders will not be bound by the information provided in the completed Notice of Intent to Submit Proposal form.

Proposal Content

NRCO requires that all Proposals submitted pursuant to this RFP contain, at a minimum, the information requested on the **Bidder Response Forms** included in this RFP as Attachment IV. NRCO further requires that Bidders submitting Proposals for the construction of new generation facilities include enough detail to allow NRCO to make a determination of whether or not the proposed power supply will economically and reliably meet SMECO's renewable energy supply requirements. NRCO will review and may utilize all information, if any, submitted by a Bidder which is not specifically requested as a part of the Bidder Response Form. Also, NRCO reserves the right to request additional information from Bidders during the proposal evaluation process. The Bidder is not required to complete the Bidder Response Forms, but all submitted Proposals must include the appropriate information as outlined by the Bidder Response Forms.

Proposal Submittal

A signed Original and 5 copies of each Proposal are due at NRCO no later than 3:00PM Eastern Standard Time on Tuesday, May 31th, 2011. Proposals may be submitted by mail, e-mail or hand delivery. To be eligible for consideration, e-mailed Proposals must be received prior to the deadline and be followed up by mail or hand delivery with a signed Original and 5 copies which must be received by NRCO on the next business day.

All proposals belong to NRCO and will not be returned.

NRCO may reject any and all late proposals.

Proposal submittals should be directed to NRCO as follows:

If U.S. Mail, Express or Courier:

Katie Shults
Renewables Developer
NRCO
4140 W 99th ST
Carmel, IN 46032
Phone: 317.344.7906
Fax: 317.344.7901
E-mail: solar@nrco.coop

Tentative RFP Schedule*

RFP Release Date March 28, 2011

Notice of Intent to Submit Proposal Due Date April 25, 2011

Proposals Due May 31, 2011

Select Short Listed Proposals / Bid Pricing Refresh July 15, 2011

Execute Definitive Project Agreements August 15, 2011

** NRCO will make a concerted effort to maintain the tentative schedule but reserves the right to revise the schedule to accommodate changing circumstances.*

Proposal Duration

All Proposals must remain valid through August 31, 2011 and through the negotiation period for short-listed bidders.

Project Agreements

Short-listed bidders will receive an electronic draft agreement after the short list is selected, currently projected to be July 15, 2011. NRCO, its Member(s) and the short-listed bidders receiving the draft agreement will work from the draft towards executing a final agreement by August 15, 2011. Selected short list bidders may expressly identify and include proposed changes to the agreement during contract negotiations.

NRCO's selection of short listed bidders and potential subsequent negotiations between NRCO, SMECO, and a bidder is not intended, nor shall it be construed, to be that of partners, agents or joint ventures for one another. Selection of bidders to the short list and subsequent negotiations do not create an implicit contract between NRCO or SMECO and the bidder, nor is the selection process, including negotiations, a guarantee of contract between NRCO or SMECO and the Bidder as a result of this RFP.

Collusion

By submitting a proposal to NRCO under this RFP, Bidder certifies that it has not divulged, discussed or compared its proposal with other bidders and has not colluded whatsoever with any other bidder or parties with respect to this proposal.

Bid Evaluation Criteria

Bidders to this solicitation should provide all relevant financial and operational information necessary to allow NRCO to conduct a thorough analysis of their Proposal. Proposals will be analyzed over a range of scenarios defined by price and non-price variables.

The principal criteria to be used by NRCO in evaluating proposals will include:

- Capacity and energy profile of proposed power supply
- RPS compliance effects
- SMECO rate impact
- Certainty of outside funding sources (i.e. tax credits or government subsidies)
- Availability / Reliability of resource
- Total delivered cost of power
- Financial viability of the Bidder, including its parent or any other guarantor of services
- Project viability and timing
- Cost of compliance with all applicable state and federal laws, rules and orders
- Environmental impacts of the proposed resource
- Life of plant evaluation for new proposed resources
- Term of contract
- Renewal and/or purchase options at the end of PPA proposals

- Transmission Charges / Costs (including potential O & M Costs and Direct Assignment Facilities Costs)
- Transmission Capability
- Losses
- Cost of Control Area Services (ancillary services)
- Legal, Engineering and Other Costs Required to Implement the Proposed Service(s)
- Forecasting capability

Each of these factors is important to the successful integration of a new renewable energy supply resource with SMECO's existing resources. NRCO reserves the right to consider any other factors that it deems to be relevant to its renewable energy supply needs.

Bid Evaluation Process

The process utilized to evaluate proposals will be as follows:

- Determine if the proposals are responsive to and compliant with the RFP;
- Evaluate qualifying proposals from a technical and commercial viewpoint;
- Evaluate qualifying proposals from an economic viewpoint; and
- If determined to be in the best interests of SMECO, to develop a short-list for negotiations.

NRCO may conduct scenario and sensitivity analysis of proposals to evaluate risks and strategic value. The results of these analyses may be considered in NRCO's evaluation of proposals, including the selection of proposal(s) for the short list, if applicable.

Outside Evaluation

NRCO may engage the services of an outside firm or independent contractor to perform the comparative analysis and evaluation of proposals received under this solicitation, however, **the final decisions with regard to acceptance or rejection of any or all proposals is specifically reserved, without qualification, to NRCO and its Members.**

Inquiries and Other Communications

For information and inquiries relating to the RFP, an e-mail address has been established at solar@nrco.coop. This e-mail address will be the primary means of communication for all inquiries, responses to questions, updates and clarifications.

In order to facilitate a clear and timely response to critical inquiries, all Bidders are encouraged to submit questions via e-mail. Questions and responses to specific questions and general information, clarification of items, etc. will be distributed via e-mail, without Bidder identification or attribution, to all Bidders that submit a Notice of Intent to Submit Proposal form.

Confidentiality and Disclosure

NRCO requires Bidders to sign the 3-Party Confidentiality Agreement included in the Attachment II of this RFP and return it with your proposal. Once received, NRCO and SMECO will execute the agreement and return a copy to the Bidder.

Acceptance and Rejection of Proposals

NRCO and its Members reserve the right, without qualification and in their sole discretion, to select or reject any or all Proposals and to waive any formality, technicality, requirement, or irregularity in the Proposals received; to decline to enter into any agreement with any Bidder for any reason; and to terminate this Request for Proposal in whole or in part at any time. NRCO and its Members further reserve the right without qualification and in their sole discretion to accept Proposals other than the lowest cost Proposal, and to consider other alternatives outside of this Request for Proposal in its sole discretion to satisfy its renewable capacity and energy needs. Bidders who submit Proposals do so without recourse against NRCO or its Members for either rejection or failure to execute an agreement for purchase of capacity and/or energy for any reason. Bidders should recognize that factors other than cost will be considered during the Proposal evaluation process. NRCO will not reimburse any Bidders for any cost incurred in any subsequent negotiations regarding a Proposal.

Costs

Each Proposal will be prepared at the sole cost and expense of the Bidder and with the express understanding that the Bidder has no claims whatsoever for reimbursement from NRCO or SMECO other than as expressly set forth above under Solicitation Fee. Bidder shall bear all costs and expenses of any response to NRCO in connection with its proposal, including providing additional information and Bidder's own expenses in negotiating and reviewing any documentation.

Damages

Neither NRCO, its Members nor any director, officer, employee, agent or representative of any of them, shall be liable for any costs incurred by Bidders in responding to this Request for Proposal, or for any damages arising out of or relating to any modification or withdrawal of this Request for Proposal, NRCO's rejection of any proposal, Bidder's reliance upon any communication received from NRCO or its Members failure to enter into an agreement, or for any other reason relating to or arising out of this Request for Proposal. In no event will NRCO or its members be liable for any damages incurred by any party relying upon any action or statement by NRCO or any of its members in connection with this Request for Proposals.

Tax Credits

Bidders shall bear all risks, financial and otherwise, associated with Bidder's or the proposed facility's eligibility to receive production or tax credits or qualify for accelerated depreciation. The obligations of the Bidder to perform under any executed agreement shall be effective and binding regardless of whether the sale of energy from the Bidder's facility under such

agreement is eligible for, or receives, favorable tax treatment during the term of the agreement.

Board of Directors and Regulatory Approval

Any contracts which may be considered as a result of this RFP or subsequent negotiations shall be subject to SMECO Board of Directors approval and may be subject to other regulatory approvals, including but not limited to the Rural Utilities Service (RUS).

Attachment I

NRCO 2011 Solar Energy RFP

Notice of Intent to Submit a Proposal Form

**Notice of Intent to Submit a Proposal
for 2011 Solar Energy RFP
to NRCO & its Members**

The undersigned intends to submit one or more Proposals, as described in the NRCO 2011 Solar Energy RFP.

Name of Proposing Organization: _____

Address of Proposing Organization: _____

Name/Title of Contact: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

By: _____ Date: _____
(Authorized signature for proposing org.) (Month/Day/Year)

Print or type name: _____

Title: _____

Please provide a brief description of your proposal which includes technology of resource, size and location of project:

This form should be submitted to NRCO electronically (solar@nrco.coop) no later than 3:00 PM EST April 25, 2011, as noted in the RFP.

Attachment II

NRCO 2011 Solar Energy RFP

Mutual Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) is entered into and made effective as of the 25th day of March, 2011, among and between _____ [TBD Solar] (“___”), Southern Maryland Electric Cooperative, Inc. (“SMECO”) and National Renewables Cooperative Organization (“NRCO”) (each individually referred to as “Party” and collectively as “Parties”).

WITNESSETH:

WHEREAS, the Parties hereto intend to enter into confidential discussions and may enter into negotiations with regard to the evaluation and possible undertaking of a business relationship (the “Proposed Transaction”); and

WHEREAS, it will be necessary for the Parties or their Affiliates (as defined in Section 8 below) to release certain confidential information to each other for the sole purpose of enabling the Parties to evaluate their interest in entering into the Proposed Transaction; and

WHEREAS, the Parties have also entered into this Agreement to ensure that the Proposed Transaction, or any other action taken with respect to each other, shall be done with mutual agreement and in the best interest of each Party.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. Confidential Information. The term “Confidential Information” as used in this Agreement shall mean any and all written materials which are marked "confidential" and provided by any Party or their Affiliates to another Party, or ascertained through due diligence, investigation, or discussions between employees or agents of the parties or their Affiliates, if the recipient was told (and later confirmed in writing) the information was “confidential.” Such Confidential Information shall include, but not be limited to, all marketing, technical, engineering, operational, economic, or financial knowledge, information or data of any nature whatsoever relating to the future, present, or past business, operations, plans or assets of any Party, including any Affiliates of a Party, which is disclosed (either directly or through their agents) or their Affiliates in connection with the Proposed Transaction; provided, however, that the Parties shall not share any cost and sales information relevant to competition between the Parties or future plans relating to competition between the Parties. Confidential Information shall not include the following:

- (a) Information which at the time of disclosure by a Party or its Affiliate (the “Disclosing Party”) is in the public domain, or information which later becomes part of the public domain through no act or omission of the recipient (the “Receiving Party”);

- (b) Information which the Receiving Party can demonstrate was legally in its possession prior to disclosure by the Disclosing Party;
- (c) Information received by the Receiving Party from a third party who, to the best of the Receiving Party's knowledge, did not acquire such information on a confidential basis, either directly or indirectly, from the Disclosing Party.

2. Disclosure and Use of Confidential Information. Each Party agrees to keep confidential all of the other Party's Confidential Information, and shall not, without the other Party's prior written consent, disclose to any third party, firm, corporation or entity such Confidential Information. The Parties shall limit the disclosure of such Confidential Information to only those officers, employees, directors, and agents (including attorneys, accountants, investment bankers and similar consultants) of the Party or its Affiliate reasonably necessary to evaluate the Proposed Transaction. To the extent that any such persons are not employees of the Party or its Affiliate, the Party shall obtain a signed writing evidencing the acceptance by such persons of the terms of this Agreement. Each Party shall use the Confidential Information only for the purpose of its internal evaluation of the Proposed Transaction. Neither Party shall make any other use, in whole or in part, of any such Confidential Information without the prior written consent of the other.

3. Required Disclosure. In the event that a Party, or any of their Affiliates (as the case may be) is requested or required by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar process or by law or regulation: (a) to disclose any Confidential Information of the other; or (b) to disclose the possibility of any Proposed Transaction or the discussions pertaining thereto, it is agreed that the Party, if legally permissible, will provide prompt notice of such potential disclosure so that an appropriate protective order may be sought and/or a waiver of compliance with the provisions of this Agreement may be granted.

4. Return of Documents. Upon written request from the Disclosing Party, each Party shall return or destroy any and all written Confidential Information, as well as any other information disclosed to it by the other Party, including all originals, copies, translations, notes, or any other form of said material with the exception of one (1) copy which may be retained exclusively for legal and archival purposes, provided that any such retained Confidential Information shall remain subject to the disclosure and use restrictions set forth herein, notwithstanding any termination of this Agreement.

5. Survival of Obligations. The obligations and commitments established by this Agreement shall remain in full force and effect for a period of two (2) years from the date of this Agreement.

6. Nature of Information. Each Party hereby accepts the representations of the other Party that the other Party's Confidential Information is of a special, unique, unusual, extraordinary, and/or intellectual character. Each Party acknowledges that the other Party's interests in such Confidential Information may be irreparably injured by disclosure of such Confidential Information. Each Party acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Agreement by it, and that in addition to all other remedies, the other Party shall be

entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and each further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

7. Governing Law. The validity and interpretation of this Agreement and the legal relations of the Parties to it shall be governed by the laws of the State of Indiana. In the event that a court of competent jurisdiction determines that any portion of this Agreement is unreasonable because of its term or scope, or for any other reason, the Parties agree that such court may reform such provision so that it is reasonable under the circumstances and that such provision, as reformed, shall be enforceable. The Parties further agree that service of any process, summons, notice or document by U.S. certified or registered mail to the Parties' respective executive offices will be effective service of process for any action, suit, or proceeding brought in any such court.

8. Affiliate. The term "Affiliate" shall mean any corporation, partnership, or other entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a Party.

9. No Other Agreement. It is expressly understood that this Agreement is not and shall not be construed as any obligation or form of a letter of intent or agreement to enter into the Proposed Transaction. No Party shall rely on this Agreement or the negotiations or exchange of Confidential Information or other documentation between the Parties as a commitment to enter into binding definitive agreements concerning any Proposed Transaction.

10. No Representations or Warranties. With respect to any information, including but not limited to Confidential Information, which a Party furnishes or otherwise discloses to the another Party for the purpose of evaluating any Proposed Transaction, it is understood and agreed that the Party disclosing such information does not make any representations or warranties as to the accuracy, completeness, or fitness for a particular purpose thereof. It is further understood and agreed that no Party nor their representatives or Affiliates shall have any liability or responsibility to another Party or to any person or entity resulting from the use of any information so furnished or otherwise provided.

11. Modification and Waiver. The provisions of this Agreement may be modified or waived only by a separate writing signed by all Parties expressly so modifying or waiving the same. No failure or delay by a Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any partial exercise thereof preclude any other or further exercise thereof, or of any other right, power, or privilege.

12. Affiliates Bound. The Parties agree to cause their respective Affiliates, if any, to be bound hereby as if each were a Party to this Agreement.

13. Severability. If any provision of this Agreement is declared void or otherwise unenforceable and cannot be reformed as provided in Section 7 hereof, such provision shall be deemed to have been severed from this Agreement, and the remainder of this Agreement shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

[TBD Solar Developer]

Southern Maryland Electric Cooperative, Inc.

By: _____

By: _____

Title: _____

Title: President & CEO

Date: _____

Date: _____

National Renewables Cooperative Organization

By: _____

Amadou Fall

Title: Chief Executive Officer

Date: _____

Attachment III

NRCO 2011 Solar Energy RFP System Map



Attachment IV

NRCO 2011 Solar Energy RFP

Bidder Proposal Content

Part 1 Bidder Contact Information

Part 2 Firm Offer

Part 3 Executive Summary

Part 4 Development Status and Site Description

Part 5 Capacity and Energy Profile

Part 6 Technical Description and Data by Resource Type

Part 7 Description of Pricing Methodology

Part 8 Pricing Information

Part 9 Transmission and Interconnection

Part 10 Financing and Credit Arrangements

Part 11 References

Part 12 Project Team

Part 1

Bidder Contact Information
Corporate Name:
Corporate Address:
Parent's Corporate Name:
Parent's Corporate Address:
Legally Authorized Representative
Name:
Title:
Phone:
Fax:
E-mail:
Signature:
Primary Contact:
Name:
Title:
Phone:
Fax:
E-mail:
Signature:

Part 2 Firm Offer

The undersigned submits this proposal as a firm offer and hereby gives assurance that the proposal will remain open, and not be revocable for a period of six (6) months from the date it is submitted.

It is anticipated that the bid evaluation and contract execution process could extend six (6) months or longer. Accordingly, short-listed bidders may refresh their firm offer on July 15, 2011.

Name of Bidding Company: _____

Authorized Signature: _____

Date Proposal Submitted: _____

Part 3 Executive Summary

Please provide a one page summary of the proposal labeled Part 3.

- location
- date to be in-service
- capacity and energy to be supplied
- points of receipt & delivery efficiency
- generation technology

Part 4 Development and Siting Status

Bidders shall provide a thorough description of the development status of its proposed project on a separate sheet labeled as Part 4. Information provided should include status of the following:

- Site, Zoning and Construction Permitting: Include the size of project (acres) and any zoning restrictions that would impact development or use of facility
- Environmental Assessments and Studies
- Emissions and Environmental Permitting
- Regulatory and Governmental approvals
- Engineering and Design activities
- Resource Acquisitions (i.e., land, equipment such as wind turbines or solar troughs, fuel supply, waste disposal arrangements, etc.)
- Construction Status and evidence of ability to construct and fulfill all contractual requirements
- Project Schedule and Milestones: Include construction start through commercial operation date

Part 5 Capacity and Energy Profile

Please provide capacity and energy tables in an Excel spreadsheet labeled Part 5 by filling in the appropriate years in the column on the far left and Hours Ending 1-24 across the top. If proposals are energy only, complete only an Energy table. The 8760 hourly energy profile should be representative of the expected long-term behavior of the project and therefore be consistent with the 12x24 matrix.

Part 6 Technical Description and Data Needed

Bidders shall complete this section to provide assurance to NRCO that the project will be able to meet its projected production estimates for the duration of the project life. Please provide responses on a separate page and label as Part 6:

Solar Energy Resources

Please describe the proposed solar generation equipment specifications including brand, model, nameplate ratings, size, and capabilities, the performance history of turbines, generators, mirrors, lenses, thermal collectors, thermal storage, heat driven engines, modules, inverters, and tracking equipment (if used), and all UL and IEEE equipment compliance information. Water consumption requirements should be included, as well as heat rate numbers for any thermal solar generation using a fueled system for generation firming. All energy storage devices should be identified. Provide a guaranteed minimum output performance level on an annual basis and detail the design of the specific proposed solar generation system including array configuration, overall system efficiency and total energy output. Please also include a general plot plan showing site location, equipment positions, pertinent meteorological data, annual solar energy production, average capacity factor, proposed solar generator power curve data, and droop response for solar generation. If firming is provided for the solar resource, similar information must be provided for the source of the firming generation.

Part 7 Description of Pricing Methodology

Please describe the pricing mechanism for your proposal in a document labeled Part 7. NRCO is interested in the methodology used by all bidders to ensure pricing includes all applicable charges. Examples of items to discuss are: demand (if applicable) charges versus energy charges. Are there start up charges, or start-up fuel costs? If there is a separate demand component, describe the methodology for calculating the KW billing demand determinant. Is pricing fixed or subject to change? Is pricing dependent upon certain subsidies or credits? How is the transmission charge component calculated?

Part 8 Pricing Information

Identify all pricing information related to this bid in a table labeled Part 8, including capacity, energy, renewable attributes, delivery, operations and maintenance charges.

Part 9 Transmission and Interconnection

In part 9, provide the point of interconnection (location) and the generator interconnection request number and queue position, if applicable, on the respective transmission provider's generator interconnection queue. Bidder shall define all expected costs associated with the interconnection of the project to the transmission system. Bidder shall define all expected costs of upgrades to the transmission system(s) as a result of the interconnection of the project. Associated O&M cost on facilities upstream of the delivery point will not be applicable.

All proposal requiring firm transmission service should include point of delivery and receipt, transmission service provider, term, MW reserved, and status of request.

Part 10 Financing and Credit Arrangements

If the company is rated by S&P and /or Moody's, please provide latest credit report. If responding company is not rated, then please provide for parent company and/or any other guarantor. Also, please describe any new financing required to fund additional transmission or generation facilities. Have financing arrangements been made prior to submitting this proposal? Describe proposed financing arrangements including sources of funding, contingencies, and interest during construction.

Part 11 References

In a document labeled Part 11, please list client references who may be contacted and for whom services have been rendered in the last 24 months. Include names, titles, address, phone numbers and e-mail addresses.

Part 12 Project Team Information

- (a) Company profile, including office location, age of company, average number of employees over the past 5 years, and any ownership interests.
- (b) Description of the Company's pertinent experience for all power projects, projects of similar technology, and projects located in the same state as proposed for this project. The Respondent should designate if the experience is in
 - i. development,
 - ii. construction,
 - iii. ownership and/or
 - iv. operation and maintenance of the projects.
- (c) State whether there is any current litigation regarding any power supply matter involving the company and any of its subsidiaries or off-balance sheet companies in which it has an interest. If there is any current litigation, provide a discussion of the current litigation.
- (d) Provide a company organization chart and identify qualifications of key staff.

Please attach this information separately and label as Part 12.



Thank you for your interest.