

2021

Solar Energy Resources Request for Proposals

Prepared by



As agent for



Table of Contents

Table of Contents.....	2
Section 1: Introduction.....	4
Company Background.....	4
Purpose of RFP.....	5
RFP Contents and TEA RFP Procurement Site.....	5
Section 2: Project Details.....	5
Renewable Energy Credits.....	6
Section 3: Eligible Proposals.....	6
Section 4: Proposal Requirements and Submission Procedure.....	6
Proposal Documents.....	7
Applicable Requirements to Proposals.....	7
Credit Requirements.....	7
Cost of Responding.....	8
Disclaimer.....	8
Respondent’s Representation.....	8
Required Approvals.....	8
Proposal Submittal.....	9
Clarifications.....	9
Withdrawal of Proposal.....	9
Confidentiality and Compliance.....	9
Collusion and Conflicts.....	10
Section 5: Proposal Format and Contents.....	10
Executive Summary Requirements.....	10
Proposal Forms Requirements.....	10
Supplemental Information.....	10
Section 6: RFP Process Communication.....	12
The Energy Authority RFP Procurement Site.....	12
Responses to Inquiries.....	12
Schedule.....	12
Pre-Proposal Conference.....	13
Notice of Intent to Respond.....	13

Ownership of Proposal Documents.....	13
AMP Reservation of Rights and Disclaimers	14
Section 7: Proposal Evaluation and Criteria	15
Evaluation of Proposals.....	15
Phase One Evaluation	15
Phase Two Evaluation	17
Contractual Considerations	17
Insurance	17
Commercial Terms and Conditions.....	17
Award	17
Exhibit A Site Information.....	18

Section 1: Introduction

COMPANY BACKGROUND

American Municipal Power, Inc. (AMP) is a nonprofit wholesale power supplier and service provider for 135 members, including 134-member municipal electric systems in the states of Ohio, Pennsylvania, Michigan, Virginia, Kentucky, West Virginia, Indiana, and Maryland and the Delaware Municipal Electric Corporation, a joint action agency with eight members headquartered in Smyrna, Delaware. AMP's mission is to serve members through public power joint action, innovative solutions, robust advocacy and cost-effective management of power supply and energy services. AMP offers its members the benefits of scale and expertise in providing and managing energy services.

AMP and its member communities are committed to the balance of being responsible corporate citizens, governmental entities, employers and environmental stewards, while maintaining a supply of cost-competitive, reliable electric power. One way AMP achieves this balance is through the consistent application of sustainability as a business practice.

In keeping with this balance, AMP is engaging the market on behalf of its member utilities Hillsdale Board of Public Utilities in Hillsdale, MI and Coldwater Board of Public Utilities in Coldwater, Michigan.

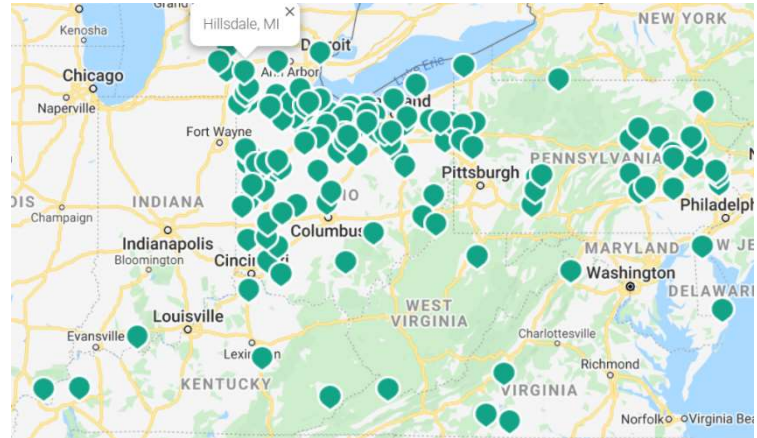
Since 1892, the Hillsdale Board of Public Utilities has been the municipally owned and operated provider of electric, water and wastewater services to the City of Hillsdale and the outlying areas. Presently, the Hillsdale BPU serves over 6,300 residents in central Hillsdale County with reliable electric power and nearly 4,000 homes and businesses receive quality water and wastewater services within the city limits. The mission of the Hillsdale BPU is to meet or exceed customers' needs and expectations for reliable, economic and environmentally responsible public utility services.

The Coldwater Board of Public Utilities was formed in 1891. Today, CBPU provides electric, telecom, water and wastewater to the residents and businesses in Coldwater, Michigan. The mission of the CBPU is to "...provide safe, reliable, competitive and efficient utility products and services. We will plan for future growth and continue to protect the environment and the investments of our citizens while meeting or exceeding our community's needs."

Figure 1: AMP Member Map

PURPOSE OF RFP

In its continued, demonstrated commitment to a sustainable balance of cost-competitive, reliable electric power supply, AMP is opening a Request for Proposal (RFP) to procure renewable generation for Hillsdale Board of Public Utilities and Coldwater Board of Public Utilities. AMP is seeking responses for a project located behind each cities' meters with the primary goal of Load Modifying Resource (LMR) reduction and peaking energy needs. Contract capacity request is for approximately 8 MWac at a site owned by the City of Hillsdale and approximately 5 MWac at a site owned by the City of Coldwater. Term preference for both projects is between 20-25 years. Products are to include energy, capacity and environmental attributes.



AMP is seeking bids for Full Attribute, Solar Generation Power Purchase Agreements (PPA) with a preferred Commercial Operation Date (COD) between January 1, 2022- June 1, 2024. Key tenets of project consideration are project viability, price, local benefit of the resource, and equipment performance.

See Exhibit A for additional site and project request details.

RFP CONTENTS AND TEA RFP PROCUREMENT SITE

As a trusted public power affiliate, The Energy Authority (TEA) is the acting facilitator of this Request for Proposals (RFP).

This RFP includes a description of the request, an outline of the solicitation process, relevant dates, contact information, and proposal submission requirements. All Proposals submitted in response to this RFP (Proposals) must be submitted through the TEA RFP Procurement Platform (Platform) site as described in this document.

Respondents to this RFP (Respondent) must follow the instructions provided herein in the preparation and submittal of their Proposals.

Section 2: Project Details

AMP is seeking Proposals for the following projects:

PROJECT #1	
Detail Requirements	Behind-the-Meter Projects
Energy MW	8 MWac
PPA and/or Build-to-Transfer	PPA and build-transfer buyout terms

Resource Type	Solar
Delivery/In-Service Date	January 1, 2022- June 1, 2024
Term	20 - 25 years
Product Type (Energy, Capacity, RECs)	All, as applicable
Delivery Location Preferences	Hillsdale BPU System Load
Interconnection Voltage	13.2 kV System

PROJECT #2	
Detail Requirements	Behind-the-Meter Projects
Energy MW	5 MWac
PPA and/or Build-to-Transfer	PPA and build-transfer buyout terms
Resource Type	Solar
Delivery/In-Service Date	January 1, 2022- June 1, 2024
Term	20 - 25 years
Product Type (Energy, Capacity, RECs)	All, as applicable
Delivery Location Preferences	Coldwater BPU System Load
Interconnection Voltage	13.2 kV System

RENEWABLE ENERGY CREDITS

AMP is committed to environmental stewardship by offering its members qualifying Renewable Energy Credits. Because of this, AMP requires that the full attributes of the solar project pass through to AMP and Hillsdale BPU and Coldwater BPU for their future use.

Section 3: Eligible Proposals

Proposals to sell energy, capacity, ancillary, and any renewable attributes under a PPA are eligible for consideration under this RFP. Proposals should specify cost and assumptions associated with interconnection.

Section 4: Proposal Requirements and Submission Procedure

All Proposals must satisfy eligibility requirements as set forth in the RFP and be submitted in accordance with the instructions of this RFP to be considered for evaluation.

PROPOSAL DOCUMENTS

For the purposes of this RFP, Proposal Documents include all documents attached to this RFP and other appended or related data; these may be amended or supplemented from time to time. The Proposal Documents are complementary and the Respondent must consider anything specified by one and not by the others as binding as though specified by all. In the case of a conflict between the various documents and any supplemental information, AMP will determine which interpretation will govern.

APPLICABLE REQUIREMENTS TO PROPOSALS

The following requirements apply to all Proposals. Additional requirements are included in the remaining subsections of Section 4.

Proposals and pricing must be provided for a target project in-service date according to [Section 6]. Respondent must identify schedule milestones and regulatory processes to facilitate the quoted Project in-service date.

- Proposals and pricing must remain valid and binding through at least October 31, 2021 due to lead-time of siting and utility negotiations and corresponding land acquisition and local community approval cycle. The date of expiration must be explicitly stated in the Proposal.
- All prices in the Proposal and pricing forms must be quoted in U.S. dollars in the year to be incurred.
- Proposals must provide firm pricing for the delivery of energy at Hillsdale BPU System Load.
- Proposals must comply with all applicable federal, state, and, local laws, regulations and Ordinances.
- Proposals must specify interconnection plan and work with Hillsdale BPU to develop an interconnection plan including recommendations on distribution asset needs and assistance in interconnection work product.
- PPA Proposals must specify term length or term options if applicable.
- The most significant evaluation criteria for the BTM project are project viability, price, vendor history, reliability, equipment performance and O&M investment.

CREDIT REQUIREMENTS

The Respondent must be able to satisfy AMP's credit standards to ensure the Respondent has adequate financial capability. AMP requires qualified Respondents to either have an investment grade rating (S&P BBB- or above; Moody's Baa3 or above), or have sufficient equity security to cover their anticipated delivery obligations under any Agreement, as defined below, entered into as a result of this RFP process. If the Respondent is unable to satisfy the foregoing credit standards, they may designate a Credit Support Provider/Guarantor, and if the Credit Support Provider/Guarantor is satisfactory to AMP, the Respondent will be deemed to have satisfied

AMP's credit standards. The quality of credit of the proposed Credit Support Provider/Guarantor will be evaluated under the same standards as that of the Respondent.

Execution of an Agreement resulting from this RFP is conditional upon full satisfaction of any AMP credit support requirements. AMP reserves the right to require additional credit standards and to review and evaluate the quality of credit of each Respondent and Credit Support Provider/Guarantor in addition to making adjustments, as necessary, in the application of the foregoing standards.

COST OF RESPONDING

Respondent will bear all costs associated with the preparation and submission of its Proposal. None of AMP, its affiliates, any agent of AMP, or Hillsdale BPU or Coldwater BPU will be responsible or liable for any costs, regardless of the cost or outcome of the proposal process.

DISCLAIMER

Respondent is responsible for examining the complete Proposal Documents and any subsequently issued RFP addenda and for analyzing all RFP requirements that might affect the cost of the Project or performance of any part of the work to be completed in connection with the Project (Work). Failure to do so will be at the sole risk of the Respondent and no relief will be given for errors or omissions resulting therefrom.

RESPONDENT'S REPRESENTATION

By submitting a Proposal, each Respondent represents that they have read and understood the Proposal Documents and are familiar with the local conditions under which the work is to be performed. By responding to this RFP, respondent agrees to disclose sale or transfer of interest in proposed projects until project is contracted.

REQUIRED APPROVALS

Each Proposal must state that the Respondent has obtained all necessary internal approvals prior to the submission of the Proposal. All Proposals must be signed as follows:

- Corporations: A certified copy of the resolution of the Board of Directors or executive authorizing the individual signing to bind the corporation and must accompany the signature of the officer.
- Partnerships: A certified copy of the power of attorney authorizing the individual signing to bind all partners must accompany signature of one partner. If a certified copy of the partnership's certificate submitted with the Proposal indicates that all partners have signed, no authorization is required.

PROPOSAL SUBMITTAL

Respondents must submit Proposals via the TEA Marketplace Procurement Platform. Instructions for submitting Proposals are provided on the site [Section 6]. Complete Proposals, including all exhibits and forms must be received on the RFP response due date via the TEA Marketplace Procurement Platform. All Proposals will become the property of AMP and will not be returned to the Respondent.

CLARIFICATIONS

AMP may request clarification or additional information during the RFP evaluation process about one or more items in a Respondent's Proposal. Such requests will be sent via email through the AMPHDRFP@teainc.org email address to Respondents, who will be required to provide an electronic response via the AMPHDRFP@teainc.org email address within five business days. If Respondents fail to do so, AMP may deem the Respondent to be non-responsive and either suspend or terminate evaluation of the Proposal. Respondents may provide an alternate point of contact to ensure a timely response to clarification questions.

WITHDRAWAL OF PROPOSAL

A Respondent may withdraw a Proposal, by written request, at any time prior to the deadline for RFP responses.

CONFIDENTIALITY AND COMPLIANCE

AMP will take reasonable precautions and use commercially reasonable efforts to protect any claimed proprietary and confidential information contained in a Proposal, if such information is clearly identified by the Respondent as "PROPRIETARY AND CONFIDENTIAL MATERIAL." Notwithstanding the foregoing, AMP in its sole discretion may release such information: (1) to any external contractors for the purpose of evaluating Proposals, but such contractors will be required to observe the same care with respect to disclosure as AMP; (2) to others who have a need for such information for purposes of evaluating the RFP and the Proposals, the RFP process or a final definitive agreement resulting from the RFP process ("Agreement"), including but not limited to AMP, its directors, employees, staff, consultants and/or agents, and other parties, their consultants and/or agents; or (3) if AMP is requested or compelled to disclose such information (or portions thereof) (i) pursuant to subpoena or other court or administrative process, (ii) at the express direction of any agency with jurisdiction over AMP, or (iii) as otherwise required by law. If AMP determines that the release of such information will be made under one of the circumstances set out above, AMP will provide Respondent with written notice, provided, however, AMP shall have no duty or obligation to the Respondent to withhold such information or take legal steps to protect the information from disclosure. Under no circumstances will AMP or any elected officials, directors, management, employees, agents, or contractors be liable for any damages resulting from the disclosure of the Respondent's claimed proprietary and confidential information during or after the RFP process. By submitting a Proposal in response to this RFP, the Respondent acknowledges and agrees to the requirements in this provision

concerning confidentiality. In the event AMP uses internal, proprietary projections in its evaluation process, the resulting projections will not be shared with Respondents.

COLLUSION AND CONFLICTS

By submitting a Proposal to AMP in response to this RFP, Respondents certify that they have not divulged, discussed, or compared its Proposal with other Respondents and have not colluded whatsoever with any other Respondent or parties with respect to its Proposal or other Proposals.

Section 5: Proposal Format and Contents

This section outlines the content and format requirements for all Proposals submitted in response to this RFP. Unless AMP in its sole discretion elects otherwise, Proposals that do not include the information requested in this section will be ineligible for further evaluation. AMP reserves the right to conduct any further due diligence it considers necessary to fully understand and evaluate Proposals prior to entering into any Agreement.

A complete Proposal will include the following components:

- Executive Summary
- Complete set of applicable Proposal Forms (Provided on the TEA Procurement platform)
- Any additional electronic data or narrative discussion

EXECUTIVE SUMMARY REQUIREMENTS

The Executive Summary should briefly describe the Respondent, the Project(s) or resource(s) that are part of the Proposal, the capacity amount, timing and term of the Proposal, and key highlights of the pricing and terms of the Proposal.

PROPOSAL FORMS REQUIREMENTS

Necessary forms are accessible through the TEA Procurement Platform. Required Proposal Forms should be completed through the site, as prompted by the schedule found in section 6 of this request. The current proposal attachment limitation is 10MB. If, after creating a .zip file your attachments are still larger than the limit, please email those to AMPHDRFP@teainc.org.

Please Note: You may submit one response on TEA Marketplace and use the term sheet to build your project variations. Accuracy of submissions are the responsibility of the responding party.

SUPPLEMENTAL INFORMATION

In addition to the forms noted above, Respondents must include supplemental information as necessary for the scope of the Proposal to be clearly identified. Depending on the Respondent's

Proposal offer, the supplemental information may include the following, in the order identified, with each topic beginning on a separate page.

- A. Description of the Respondent
- B. Financial Information / Credit Quality
- C. Identification of all Pricing Terms
- D. Operations and Maintenance Plan, including Spare Parts Inventory Plan
- E. PPA Term Sheet
- F. Project End-of-Life Plan for site restoration and recycling
- G. Project Team Organization and Resumes
- H. Price Quote for Build-Transfer at COD, Year 6, Year 10
- I. MWh per MW annual (8760/MW)
- J. Assignability
- K. Project Details
 - a. Development Plan
 - i. Provide ownership and operation plan including vendor list
 - b. Development Experience
 - i. Number of facilities owned or operated
 - ii. Number of Projects (including MW size) developed in MISO
 - iii. Number of Projects (including MW size) developed in Michigan
 - c. Development and Project Execution Schedule
 - d. Real Property Acquisition Description and Plan
 - e. Tax Benefits
 - f. Permitting Plan
- L. Project Description
 - a. DC-AC ratio
 - i. ILR stated with rationale including OEM degradation outlined
 - b. Module Type
 - c. Inverter Type and features
 - d. Equipment warranty data sheets
 - e. Fixed or Tracking Array Type

Electrical Interconnection and Power Delivery Plan

- A. Equipment Description
 - a. BTM proposals must include specific equipment descriptions for all components involved including warranties and O&M details
 - b. Installation methodologies
 - c. provide annual hourly output forecast (8760)
- B. Other Attributes

Section 6: RFP Process Communication

THE ENERGY AUTHORITY RFP PROCUREMENT SITE

All inquiries and other communications relating in any manner to this RFP will be hosted on the TEA RFP Procurement Platform site for the "AMP Hillsdale and Coldwater RFP". The site is administered by TEA in their role as acting facilitator for AMP.

Follow the link below to the TEA RFP Procurement Platform:

[TEA RFP Projects Page](#)

TEA and AMP make no commitment to respond to other communications received via telephone, fax, text messaging, or other media. Additionally, Respondents may not rely on any oral representation or oral modification made by any TEA or AMP employee, Board Member, or city official. In order to preserve transparency in the process and to assure that all Respondents receive equal consideration, Respondents may not contact any AMP employees, Board Members, or member officials concerning this RFP prior to the proposal deadline. Any such contact could be grounds for disqualification of the Proposal. Following the proposal deadline, AMP contact information and guidance will be provided. On-site meetings may be held following notification of short-list respondents.

RESPONSES TO INQUIRIES

Any questions by the Respondent must be sent via the AMPHDRFP@teainc.org email address. TEA will prepare written responses to questions received and will post the responses (without identification of the party asking the questions) on the TEA Procurement site for all Respondents who submit a Notice of Intent to Respond. All questions must be submitted via the AMPHDRFP@teainc.org email address and include the Proposal Documents in the Attachments.

Questions must be formatted as follows:

- Clearly identify specific document reference to which the question pertains, and date
- Clearly identify the document language or section in question
- Sequentially number each question in each submittal

Questions must be submitted timely, and in groups, to allow for proper consideration and response. Questions the Respondent believes to be commercially sensitive or confidential must be individually marked as "Confidential." Questions marked "Confidential" will not be shared with other Respondents unless AMP determines that the question is a general, non-sensitive technical or commercial question.

SCHEDULE

Below are the RFP milestone dates. AMP reserves the right to adjust dates. Following the submission deadline, all submitters will be notified of date changes via email. In the interim, please refer to the RFP website for the most up-to-date timeline information.

The RFP process will proceed in accordance with the following schedule:

Bid Schedule – Activity	Date/Timeframe*
RFP Announced	Feb 17, 2021
Pre-Proposal Conference	Mar 2, 2021
Notice of Intent to Respond Due	Mar 16, 2021
RFP Response Due	April 1, 2021
Successful Short-List Respondents Notification	April 19, 2021
Successful Respondent Notification	May 24, 2021
Begin Contract Negotiations	June 2021
Target Power Supply / Commercial Operation Date	January 1, 2021-June 1, 2024

*Schedule subject to change

AMP reserves the right to revise, suspend, or terminate this RFP process and any schedule related thereto at its sole discretion without liability to Respondents or any other person or entity.

Communications regarding the status of this RFP process, including any changes and addenda to this RFP or attendant schedules, will be made via the TEA Procurement Platform site.

PRE-PROPOSAL CONFERENCE

TEA will host a pre-proposal conference call further detailing information requested in the RFP. Preliminary details for the pre-proposal conference will be provided on the TEA RFP Procurement Platform site. Please check the site for any schedule changes or updates. Interested parties and Respondents are encouraged to participate and provide any questions requiring clarification.

Date: March 2, 2021
Time: 1:00 PM CPT
Details: To be posted at TEA Procurement Platform site

NOTICE OF INTENT TO RESPOND

In order to identify persons or entities interested in submitting a Proposal, and for those persons or entities to receive any subsequent information distributed in the proposal process, interested parties shall submit, via the TEA RFP Procurement Platform, a Notice of Intent to Respond on or before the time on the Notice of Intent to Respond due date. The fillable form is linked in the [TEA RFP Procurement Site](#) and can be submitted electronically.

OWNERSHIP OF PROPOSAL DOCUMENTS

The Proposal Documents, unless otherwise designated, are confidential, are the property of AMP, and are only for the purpose of the Respondents' preparing and submitting a Proposal in response to this RFP.

AMP may enter into Non-Disclosure Agreements with Respondents who receive short-list notification per the RFP schedule. AMP or TEA will provide a template NDA at that time.

AMP RESERVATION OF RIGHTS AND DISCLAIMERS

Nothing in this RFP constitutes an offer or acceptance by AMP and AMP hereby disclaims any intent for this RFP to constitute a binding contract between AMP and any Respondent. AMP retains the right to determine, in its sole discretion, the value of any or all Proposals. AMP reserves the right to negotiate with a Respondent or Respondents after submission of a Proposal. AMP further reserves the right to negotiate with only the Respondent(s) whose Proposal(s), as AMP determines in its sole discretion, have a reasonable likelihood of being executed. In the event negotiations with a Respondent or Respondents do not produce a final, fully-executed Agreement satisfactory to AMP and authorized by the AMP Board, without material changes, AMP reserves the right to pursue any and all other resource options available to it.

AMP may reject any Proposal that it determines, in its sole discretion:

- Does not meet the minimum requirements set forth in the RFP
- Does not include all required elements under applicable law
- Does not provide required information in a manner that allows effective evaluation
- Is not economically competitive with other Proposals

AMP reserves the right, without qualification and in its sole discretion, to modify, suspend or withdraw this RFP, accept or reject any or all Proposals for any reason at any time after submittal without explanation to the Respondent, or to enter into an Agreement at any time with a Respondent who, in the opinion of AMP, will provide the most cost-effective value. AMP also reserves the right to contract with other than the lowest price Respondent or with other than the Respondent evidencing the greatest technical ability, if AMP, in its sole discretion, determines that to do so would result in the greatest overall value to AMP.

AMP, in its sole discretion, may decline to enter into an Agreement with any Respondent and may terminate negotiations with any Respondent at any time during the process.

Those Respondents who submit Proposals do so without legal recourse against AMP, its members, directors, management, employees, agents, or contractors of any of the aforementioned individuals, due to (1) AMP's rejection, in whole or in part, of the Respondent's Proposal; (2) AMP's rejection, modification, delay or withdrawal, in whole or in part, of this RFP; (3) failure to execute any Agreement; and (4) any other reason arising out of this RFP. AMP will not be liable to any Respondent or to any other party, in law or equity, for any reason whatsoever relating to AMP's acts or omissions arising out of or in connection with the RFP process.

Respondents will be liable for all costs. AMP will not be responsible for any of the Respondent's costs incurred to prepare, submit, or negotiate its Proposal, definitive Agreement, or any other related activity.

Section 7: Proposal Evaluation and Criteria

EVALUATION OF PROPOSALS

The objective of this RFP is to identify and procure cost-effective energy to help meet the energy goals of AMP's member and goal of LMR reduction. Therefore, the evaluation criteria that will be given the greatest consideration are project viability, price, local benefit of the resource, and equipment performance.

An initial screening for minimum requirements (Sections 3, 4, and 5) will be performed for each Proposal to determine if all required information has been provided and minimum requirements are satisfied. Material deficiencies will disqualify a Proposal from further consideration, and the Respondent will be notified in such event. AMP reserves the right, in its sole discretion, either to reject incomplete or unclear Proposals from further consideration or to contact Respondents for purposes of Proposal clarification.

After the initial Proposal screening, AMP anticipates a two-phase evaluation process in which the Respondents' cost projections, resource characteristics, and other proposed assumptions will be validated.

At the end of Phase One, a smaller list of projects will be determined, at which time Respondents may be requested to supply additional information if necessary. Unsuccessful Respondents will be notified at the end of the Phase One assessment that their Proposals will not be considered further.

Successful Respondents will be notified via the AMPHDRFP@teainc.org email address that they have passed to Phase Two of the process, whereupon an additional evaluation will be conducted. Once the successful Respondent(s) from that evaluation have been identified, AMP expects to pursue negotiations to secure resources.

PHASE ONE EVALUATION

Proposals that have provided the required data and satisfied the minimum Proposal requirements will be passed to Phase One of the evaluation. They will be evaluated individually for both quality and likelihood of achieving successful commercial operation under the terms proposed. Respondents must include sufficient detail for AMP to be able to evaluate all costs associated with the Proposal(s). Respondents should be aware that the evaluation in Phase One is based on both price and non-price evaluations (which are detailed on the following page).

Qualitative Evaluation Process

AMP will consider a range of factors in the qualitative evaluation process; examples of such are:

- A. Respondent creditworthiness, which includes a respondent's managerial and financial qualifications
- B. Prior relevant projects resume
- C. Respondent's engineering, construction, operating, environmental, and/or ownership team qualifications, as applicable
- D. Commercial viability, maintainability, and maturity of technology

- E. Resource capacity, efficiency, and environmental footprint
- F. Project Viability
- G. Operational flexibility characteristics, including limitations on or financial consequences of curtailments, maintenance scheduling, or operational parameters
- H. Project engineering plan
 - a. Operations and maintenance plan for the Project
 - b. Description of the generation technology type
 - c. Identification of the major equipment supplier(s) to be used for the Project
 - d. Product and equipment warranty protections
- I. Electrical interconnection path/plan
 - a. Interconnection type
 - b. Third-Party Respondents willingness to be responsible for all transmission arrangements and costs
- J. Project development and permitting status, including any potential for delay as the result of a Respondent's need for regulatory actions or approvals or for permitting, licensing, IX study process, or transmission interconnection
- K. Location relative to load and usage of local resources
- L. Resource ownership & management structure
- M. Disclosure of violations such as environmental violation

Behind-the-Meter Quantitative Evaluation Process

TEA will rank and score all Proposals from a cost standpoint. The quantitative screening consists of measuring each Proposal's total cost impact, examples include:

- A. Response to market-based rules and treatment of resource
 - a. Sufficiency of resource as considered by MISO Load Modifying Resource (LMR) definition
 - b. Response plan under PPA to MISO-declared emergency requirements of LMR's
 - c. Contribution as an LMR to the Load-Serving Entity's (LSE) Planning Reserve Margin Requirements
- B. Price and market impacts
 - a. Characterization of potential rule changes regarding MISO LMR's
 - b. Relationship between expected LMP at delivery and contract price, with or without escalators
- C. Cost of annual Operations & Maintenance
- D. Expected annual outage schedule and cost impacts
- E. Expected Distribution system costs for local interconnection
- F. Other system benefits or costs, including a value-of-solar-attributes price adjustment and the impact to system losses
- G. Financial and credit risk impacts to AMP, including debt imputed by credit rating agencies, capital structure, and financial statements
- H. Any additional costs that are required, but not provided for in the Proposal
- I. Production Capacity and Efficiency metrics
- J. Financial implications of accounting and tax treatment

Proposals are scored and ranked based on minimizing the delivered cost of capacity and energy. Proposals with a low total delivered cost will receive a higher score. Factors to consider include proposed pricing, commercial terms, asset location, all associated electrical and transmission delivery costs, and electrical losses.

PHASE TWO EVALUATION

Following the initial qualitative evaluation, short-listed Proposals will be further evaluated by TEA through the quantitative evaluation that will also include credit quality, price and non-price factors, locational benefits, and overall value of energy supply. A Proposal's score from the qualitative evaluation will be combined with a quantitative score to produce a short-list. From the final set of short-listed Proposals, the preferred alternative or combination of alternatives will be selected. AMP may choose to evoke a "runner-up" clause so if, for any reason, the chosen proposer becomes ineligible, the "runner-up" may become the de facto provider. This minimizes time and cost and preserves AMP's investment.

CONTRACTUAL CONSIDERATIONS

INSURANCE

The successful Respondent will be required to maintain, at a minimum, standard insurance coverages for workers' compensation, commercial general, employer's and automobile liability, and umbrella excess liability. Respondents are requested to define the assumed insurances and levels in the Proposal. Specific insurance requirements of AMP will be addressed as part of the evaluation and negotiation of the Agreement.

COMMERCIAL TERMS AND CONDITIONS

Commercial terms and conditions will be negotiated with the Respondents selected to be finalists for this RFP. All Proposals will represent a firm offer to contract on the terms and conditions included as Appendices to this RFP. Each representation of fact and promise of future performance within a Proposal will be incorporated into the Agreement as a warranty or covenant. Any statement of fact or promise of future performance that is not intended by the Respondent as a warranty or covenant should be clearly identified.

AWARD

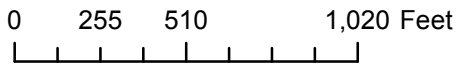
AMP reserves the right to reject any and all Proposals. Prior to awarding a Proposal, AMP may have discussions with Respondents whose Proposals are under consideration.

Negotiations arising out of the Proposals may be conducted with any or all Respondents at AMP's sole discretion. Winning Respondents will be expected to enter into an Agreement within a reasonable period of time following the award of the Proposal. AMP will have no obligation to accept any Proposal submitted pursuant to this RFP. Whether, and on what terms, any Proposal is accepted is within AMP's sole discretion.

Exhibit A Site Information



**CITY OF HILLSDALE
INDUSTRIAL PARK
VACANT LAND**

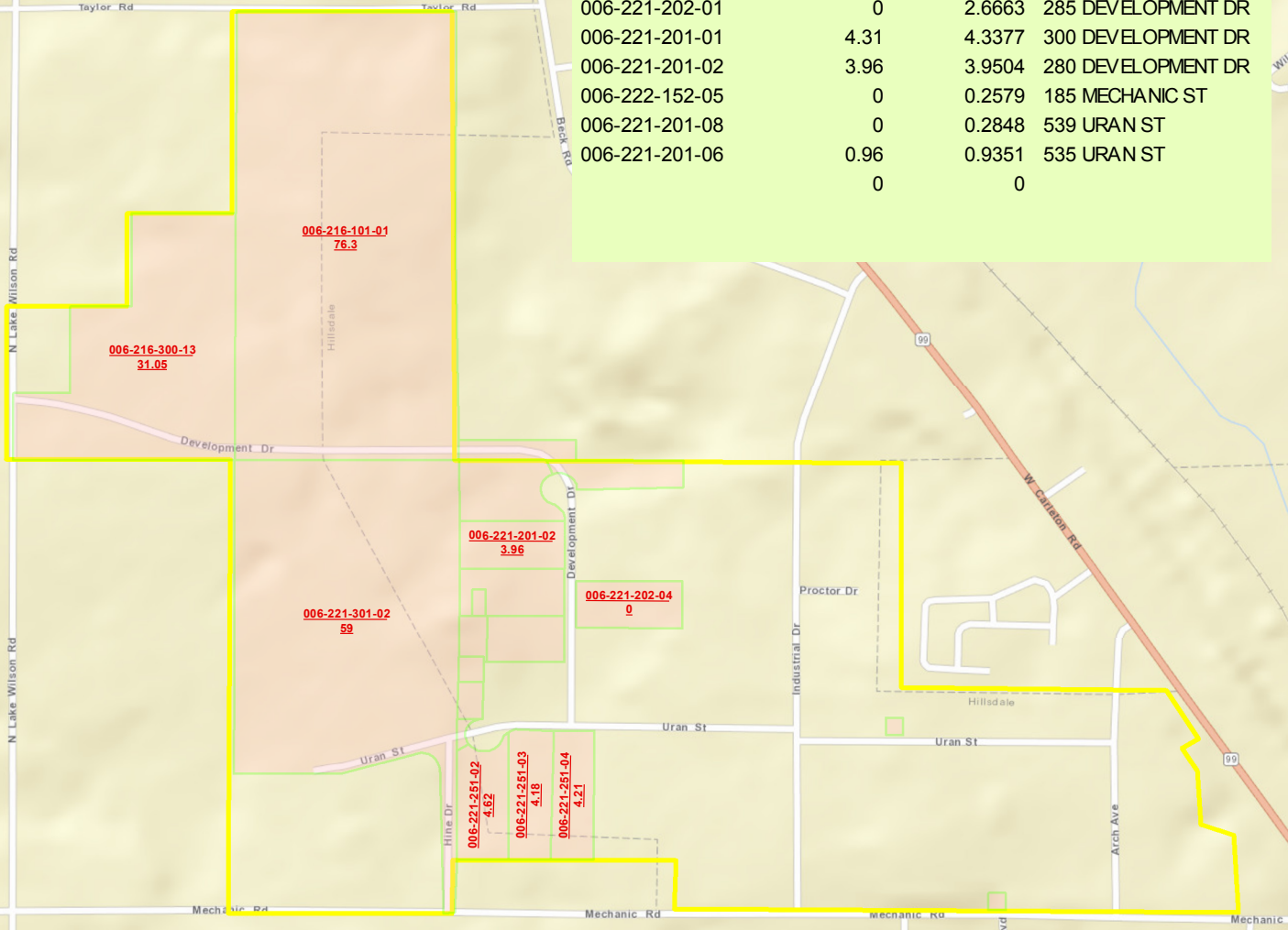


Legend

- UTILITY_OCCUPIED_PARCELS selection
- CITY_PARCELS
- INDUSTRIAL PARK BOUNDARY



Parcel_No	RollAcres	CalcAcres	ADDRESS
006-221-201-10	0	0.7458	501 URAN ST
006-221-201-04	2.67	2.8574	220 DEVELOPMENT DR
006-221-226-04	0	0.2321	201 URAN ST
006-221-201-05	0	0.4952	531 URAN ST
006-221-251-01	0	0.2455	URAN ST
006-221-251-03	4.18	4.4765	500 URAN ST
006-221-251-04	4.21	4.2202	450 URAN ST
006-221-251-02	4.62	4.5696	520 URAN ST
006-221-201-03	3.68	3.6333	250 DEVELOPMENT DR
006-221-202-04	0	3.929	195 DEVELOPMENT DR
006-216-101-01	76.3	77.8521	805 DEVELOPMENT DR
006-216-300-13	31.05	34.5659	981 DEVELOPMENT DR
006-221-301-02	59	56.2135	99 HINE DR
006-221-202-01	0	2.6663	285 DEVELOPMENT DR
006-221-201-01	4.31	4.3377	300 DEVELOPMENT DR
006-221-201-02	3.96	3.9504	280 DEVELOPMENT DR
006-222-152-05	0	0.2579	185 MECHANIC ST
006-221-201-08	0	0.2848	539 URAN ST
006-221-201-06	0.96	0.9351	535 URAN ST
	0	0	



Legend Hillsdale Site

- CITY_PARCELS
- INDUSTRIAL PARK BOUNDARY

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

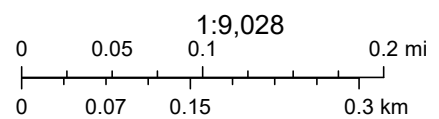
ArcGIS Web Map



2/5/2021, 2:26:01 PM

 Property Lines

Coldwater Site



41 57' 35"N 84 58'20"W

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community