

PLATTE RIVER POWER AUTHORITY
2023 RENEWABLE ENERGY SUPPLY – WIND GENERATION

BID SPECIFICATION NUMBER: HQ23-1860
TUESDAY, SEPTEMBER 12, 2023

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List of RFP Attachments

Attachment	Documents to be submitted with Bid	Title	Format
A	Not required, but recommended	Notice of Intent (NOI) to submit a Bid	MS Excel
B	Required	Project Bid Form & Specification	MS Excel
C	Required (after short listing)	Project Credit & Financial Information	MS Word
D	Required (within five days after short listing)	Mutual Non-Disclosure Agreement (MNDA)	MS Word
E	Required with any proposed edits	Conceptual Term Sheet	MS Word

Section 1 Introduction

1.1 Overview

[Platte River Power Authority](#) (“**Platte River**”) is a not-for-profit, community-owned public power utility that generates and delivers safe, reliable, environmentally responsible, and financially sustainable energy and services to its owner communities of Estes Park, Fort Collins, Longmont and Loveland, Colorado, for delivery to their utility customers. The four owner communities established Platte River in 1975 as an independent joint action agency to finance, build, and operate electric generation resources and transmission assets to serve the communities’ wholesale electric needs.

Platte River is issuing this Request for Proposals (“**RFP**”), bid specification HQ23-1860, for a renewable energy supply of wind generation.

1.2 Defined Terms

In addition to the terms defined in Section 1.1, above, capitalized terms have the meanings defined below:

“**Advisors**” means advisors, counsel, experts, or employees who have a need to know the content of confidential communications and have agreed to keep this information confidential.

“**Agreements**” means binding documents signed by both parties. Agreements include MNDAs, Bid-Specific Term Sheets and PPAs.

“**BA**” means Balancing Authority Area.

“**Bid**” means a bid proposal responding to this RFP.

“**Bid Form**” means Project Bid Form and Specification.

“Bid-Specific Term Sheet” means a signed agreement outlining bid-specific terms to be incorporated into a PPA.

“Conceptual Term Sheet” means a document outlining a set of initial terms to be reviewed and negotiated.

“Financial Review” means Platte River’s review of the information a Participant submits as required by the attached Project Credit & Financial Information form.

“Laws, Regulations, and Requirements” means all applicable laws, statutes, regulations, rules, codes, orders, judgments, decrees, or ordinances (including (1) all NERC reliability standards and related requirements applicable to the Project, and (2) operational, data, communications, control, and other capabilities or requirements established by any organization (such as a market operator) exercising regulatory, tariff, or other oversight or authority over any portion of the electric power grid that encompasses or interconnects with the Project, and (3) federal, state, or local environmental laws and regulations that apply to the construction, operation, decommissioning, or disposal of all or any part of the Project).

“MNDA” means Mutual Non-Disclosure Agreement.

“MW” means Megawatt.

“MWh” means Megawatt Hour.

“NERC” means North American Electric Reliability Corporation.

“NOI” means Notice of Intent to bid.

“Other Participants” means, for purposes of any given Bid, any entity other than the entity formally identified in the Bid as the submitting Participant.

“Participant” or “Participants” means the interested party or parties responding to this RFP.

“PPA” means Power Purchase Agreement.

“Procurement Target” means Platte River’s goal to purchase 150 MW to 250 MW of wind generation resources interconnected at the transmission system level, as described in Section 2.1.

“Products” means all energy, capacity, ancillary services, and environmental attributes on an as-delivered basis from the Project Facility.

“Prohibited Communication Activities” means activities that violate state or federal antitrust laws or other unlawful or unfair business practices in connection with this RFP.

“Project” means the new or expanded renewable wind energy facilities and associated permits, equipment and supporting infrastructure to be developed in response to this RFP.

“Project Facility” or “Project Facilities” means new renewable wind facilities or facilities suitable for expansion, as described in Section 2.2.

“PSCo” means Public Service Company of Colorado.

“RFP” means Request for Proposals.

“Short Listed Bidders” means Participants whose Projects are selected for further evaluation as described in **Section 4**.

“WECC” means Western Electric Coordinating Council.

1.3 RFP Website and Communication

Platte River will consider only Bids that comply with these bid specifications. Platte River will post (and Participants must submit) all Bid-related documents and communications through BidNet at <https://www.bidnetdirect.com/colorado/prpa>. NOI’s must be emailed to contractadmin@prpa.org.

1.4 RFP Schedule

The RFP schedule is below. Deadlines are at 5:00 P.M. Mountain Time, unless otherwise noted. **To be considered for this RFP, a Bid conforming to these bid specifications must be delivered to Platte River no later than 5:00 P.M. Mountain Time on Tuesday, November 14, 2023.**

Tuesday, September 12, 2023	Platte River issues RFP documents
Tuesday, September 26, 2023	Deadline for NOIs
Tuesday, October 3, 2023	Deadline for RFP questions
On or About Tuesday October 24, 2023	RFP question responses from Platte River
Tuesday, November 14, 2023	Bid proposal deadline
Tentatively December 12, 2023	Evaluation of Bids completed

The RFP schedule may change at Platte River’s sole discretion at any time and for any reason. Platte River will notify Participants that submit a NOI of any schedule changes. Platte River is not liable for any costs or damages incurred by Participants or any other party due to a schedule change or for failing to provide notice of a schedule change.

1.5 Events and requirements in the RFP Schedule

- 1) **Platte River issues the RFP:** All documents associated with this RFP will be posted on BidNet. See the required documents to be submitted with Bids outlined in the “List of RFP Attachments.”
- 2) **Deadline for NOIs:** Platte River strongly suggests Participants submit NOIs before submitting their Bids. Although a NOI is not required to submit a Bid, only those Participants that provide NOIs will be included in communications related to this RFP. Participants will not be bound by

the information provided in a NOI, but are expected to provide accurate information. Submitting a NOI will allow Platte River to discuss proposed Project Facilities with interested Participants. Participants must email a completed NOI to contractadmin@prpa.org.

- 3) **Deadline for RFP questions:** Participants with questions related to this RFP must submit a written question or request for an interpretation or correction by the question submission deadline, listed in **Section 1.4**, via BidNet.
- 4) **RFP question responses from Platte River:** Platte River will provide written responses to questions submitted by Participants on or about the date listed in **Section 1.4**. Platte River will not provide oral responses to questions regarding this RFP. Communications sent directly to Platte River staff will be referred to BidNet.
- 5) **Bid proposal deadline:** Bids are due to Platte River via BidNet by Tuesday, November 14, 2023. Participants may submit up to three Bids for each Project Facility at any location. Participants must confirm that Platte River received the electronic Bid. Participants should familiarize themselves with BidNet before the Bid submission deadline to avoid technical problems. If Bids are incomplete or require clarification, Platte River will attempt to contact individual Participants to resolve any issues but may, in its sole discretion, deem Bids incomplete. Platte River will not evaluate incomplete Bids.
- 6) **Bid evaluation:** Platte River will evaluate Bids as described in **Section 4**. Platte River may request a meeting or conference call to discuss a Participant's Bid if it has questions or needs clarification.
- 7) **Short list process:** After evaluating Bids, Platte River will notify Participants whose Projects are selected for further evaluation ("**Short Listed Bidders**"). A Short Listed Bidder must sign an MNDA, provided as **Attachment D**, within five business days of notification (unless an MNDA is already in place between Platte River and the Short Listed Bidder). Short Listed Bidders must pass a Financial Review. Platte River will use the information provided in **Attachment C** (Project Credit & Financial Information) and may request additional information, if needed, to conduct the Financial Review. Should a Short Listed Bidder not sign the MNDA or pass the Financial Review, its Bids will be removed from the short list and not evaluated further.
- 8) **Term Sheet Negotiation:** Platte River acknowledges that not all Project Facilities will have the same commercial terms or Project Facility attributes. Platte River has provided a Conceptual Term Sheet, provided as **Attachment E**, that describes in general terms the subject areas Platte River expects to negotiate in a PPA. Platte River anticipates Short Listed Bidders with Projects identified for final selection would negotiate and sign a detailed, Bid-Specific Term Sheet that would (1) reflect the terms of the Participant's Bid and (2) lay out

guiding principles for good-faith negotiations between Platte River and the Participant to prepare and sign a mutually acceptable PPA. Only the Bid-Specific Term Sheets that are most advantageous to Platte River and provide the best overall value will move to PPA negotiation.

- 9) **PPA Negotiation**: Once the Bid-Specific Term Sheets are complete and signed, PPA negotiations will begin. The final, binding PPA will reflect the elements specified in the signed Bid-Specific Term Sheet, along with other terms, conditions, representations, warranties, and indemnities customary in transactions of this nature. It is important to note that not all Short Listed Bidders who have signed a Bid-Specific Term Sheet will enter into a PPA. Platte River may sign multiple PPAs to help meet its Procurement Target, subject to **Section 1.6**.
- 10) **PPA finalization and signature**: Once PPA negotiations, reviews, and required approvals are complete, Platte River and successful Participants will exchange signed copies of the final version of the PPAs.
- 11) **RFP close out**: This RFP will be closed out once Platte River has the PPAs necessary to achieve its Procurement Target. All Participants will be notified when the RFP is closed out.

1.6 Platte River's Reservation of Rights

This RFP is an invitation to submit Bids to Platte River; it is not a commitment to purchase and creates no obligation to sign any Agreement or to enter into any transaction. Platte River reserves the right to request additional information from a Participant at any time during the RFP process. Platte River reserves the right, in its sole discretion, to reject any Bid at any time for any reason, including Bids that do not conform to this RFP or contain unacceptable terms. Platte River, in its sole judgment, may at any time choose to (1) formulate and implement new or additional criteria for the evaluation and selection of Bids; (2) negotiate with any Participant; or (3) modify this RFP as it deems appropriate to implement the RFP and to comply with applicable law or other direction provided by senior leadership or Platte River's Board of Directors. Platte River also reserves the right to either suspend or terminate this RFP at any time for any reason or no reason. Platte River is not liable to any Participant or other party for any actions it takes in connection with the RFP, including withdrawing, suspending, or terminating this RFP or rejecting any Bid.

Platte River may sign multiple PPAs in an effort to meet its Procurement Target. Participants should not expect to obtain any exclusive rights by submitting Bids or entering into Agreements.

Section 2 RFP Goals

2.1 Procurement Target

Platte River's goal is to purchase 150 MW to 250 MW of wind generation resources interconnected at the transmission system level ("**Procurement Target**"). Depending on Platte

River’s progress towards the Procurement Target, Platte River may elect to procure a different amount. Purchase decisions will be based on the best value at the least risk to Platte River considering the availability of cost-effective Bids, resource flexibility provided, locational diversity on Platte River's system, and Project viability assessments.

Participants must provide Bids that include costs to deliver to Platte River’s transmission system. For Projects not directly connected to the Platte River system, the Participant must propose a generator tie-line or use of third-party firm point-to-point transmission service. Projects located outside the PSCo BA must dynamically schedule or pseudo-tie the output into the PSCo BA.

2.2 Project Facilities

Platte River seeks Bids to purchase Products from new renewable wind facilities or facilities suitable for expansion (“**Project Facilities**”) that interconnect to Platte River’s transmission system. The Products are to be more clearly defined in the Agreements. Bid eligibility requirements are described in **Section 3**. The table below summarizes the requested Project Facility type, the system interconnection level, and the list of Agreements that need to be signed should a Participant be selected as a Short Listed Bidder.

Project Facility Type	Interconnection Level	Agreement Type
Standalone Wind	Transmission system	<ul style="list-style-type: none"> • MNDA • Bid-Specific Term Sheet and • PPA

Section 3 Bid Proposal Eligibility Requirements

Platte River will consider Bids for Project Facilities that meet the applicable specifications below. These eligibility requirements are strong preferences, not hard requirements.

Eligibility Requirement	Description
Sole Off-taker & Scheduling and Dispatch Entity	Platte River requires Bids in which Platte River is the sole off-taker of the net output from the Project Facility. Project Facility energy should be separately metered by a settlement-quality meter located on the high side of a step-up transformer dedicated solely to the Project Facility, and the entire Product is delivered to Platte River. The Participant should define specific operating flexibility . Platte River will be the scheduling and dispatch entity for the Project Facility for the term of the PPA.
Project Facility Type	Platte River seeks Bids for sale of Products from a standalone wind Project Facility that interconnects to Platte River’s transmission system.
Energy and Capacity Amount	Platte River seeks a minimum of 591,300 and a maximum of 985,500 MWh of wind renewable energy deliveries per year, roughly equivalent to the output range of 150 MW to 250 MW of nameplate wind generation, assuming an annual capacity factor of 45%.

Eligibility Requirement	Description
Product	<p>The Product will include all energy, capacity, ancillary services, and environmental attributes on an as-delivered basis from the Project Facility, as well as other attributes as described in Attachment B (Project Bid Form & Specification).</p> <p>Participants must provide all currently defined and future environmental attributes associated with proposed energy supply, including but not limited to renewable energy credits, greenhouse gas or carbon credits and any other current or future emissions attributes associated with wind power generation. Participant must register the Project Facilities and track renewable attributes through the Western Renewable Energy Generation Information System or applicable successor organization.</p>
Pricing	<p>Participant Bids should include pricing based on standalone wind Project Facilities with a fixed price \$/MWh (no escalation) over the term of the PPA.</p>
Guaranteed Commercial Operation Date	<p>Platte River will consider Project Facilities with initial energy delivery dates starting with a Guaranteed Commercial Operation Date no later than June 1, 2027. Platte River will consider Initial energy delivery dates earlier than June 1, 2027 if the pricing is favorable.</p>
Term	<p>Platte River will consider a minimum term of 15 years and a maximum term of 25 years.</p>
Generator Interconnection and Transmission	<p>Bids must include the cost of interconnection, network upgrades, and, if applicable, the cost of delivering the Product on firm point-to-point transmission service from the Project Facility busbar to the Platte River transmission system or points contiguous to Platte River’s service area (for example, Craig or Ault substations). Participants are responsible for these costs.</p> <p>Platte River receives regulation, energy imbalance, and reserve services from PSCo and is located in the PSCo BA. Platte River performs wholesale market related functions for its four owner communities and is a member of WECC and the Western Systems Power Pool. Platte River currently participates in the Southwest Power Pool’s Western Energy Imbalance Service market and is collaborating with other prospective participants expecting to join the Southwest Power Pool’s western regional transmission organization sometime in 2026.</p> <p>Transmission constraints may require generation curtailment, among other actions, to preserve the safe and reliable operation of the transmission grid and to comply with NERC and WECC reliability standards. Participants must operate the Project Facilities to preserve grid reliability and safety, and are solely responsible for any costs from Project Facility curtailments to protect reliability or safety.</p>

Eligibility Requirement	Description
	<p>Participants are responsible for meeting transmission provider requirements for interconnection, voltage regulation, and associated reactive power capability, voltage ride-through, power quality, and other criteria required by the transmission provider's posted generator interconnection procedures. Generator owners and operators must register as appropriate with WECC and NERC. Participants are encouraged to review each transmission provider's OASIS site for information on generator interconnection and other applicable requirements.</p> <p>Information submitted to demonstrate operational capability must identify the proposed transmission path and proposed interconnection points with all transmission providers required to provide delivery of power and energy from the proposed Project Facility to Platte River's system.</p> <p>Platte River will not purchase any Products from a Participant without firm transmission service from the Project Facility busbar to the Platte River transmission system. The Project Facility must qualify as a designated network resource. Any Participant should ensure its proposed Project Facility will have firm transmission service for its full output.</p>
<p>Site Control, Permitting, and Project Compliance with Laws, Regulations, and Requirements</p>	<p>Within 60 days after a Participant has been notified as a Short Listed Bidder, the Participant must document how it can achieve the necessary Project Facility site control. The Participant is responsible for any necessary permitting and approvals.</p> <p>Each proposed Project Facility must comply with applicable Laws, Regulations, and Requirements.</p> <p>The Participant is responsible for all permits, licenses, fees, emissions allowances, and environmental requirements for the entire term of the applicable Agreements.</p>

Eligibility Requirement	Description
Project Design	Bids must include a technical description of the proposed Project, including conceptual design drawings, layout of the Project Facility, and electrical drawings up to the point of interconnection.
Implementation Plan and Milestones	Bids must include a detailed milestone schedule and phasing of the Project Facility including permitting, engineering, materials procurement, construction, installation, interconnection, commissioning and testing ahead of the commercial operation date.
Risk Mitigation Plan	Bids must include a mitigation plan for weather contingencies, mechanical failures, operational failures, equipment life failures, and contract underperformance over the entire term of the Agreements.
Dispatchability	The proposed Project Facility must have appropriate communication and control equipment to enable the Project Facility to receive and respond to automatic generation control dispatch signals provided by Platte River or a NERC-approved BA, transmission operator, or market operator.
Other Key Rights and Obligations	<p>Bids should indicate Participant’s interest in:</p> <ul style="list-style-type: none"> (1) A Platte River Project Facility purchase option (triggers, timing, price determination, etc.). (2) A Platte River right of first refusal for Project Facility expansion. <p>Each Participant should review the Conceptual Term Sheet provided as Attachment E and include with its Bid materials a redlined markup showing any elements of the Conceptual Term Sheet considered unacceptable. Platte River will assume any Participant that does not submit a redlined Conceptual Term Sheet considers all elements acceptable.</p>
Performance Assurance	Platte River will require successful Participants to provide security and potentially other performance assurances acceptable to Platte River to minimize Platte River’s exposure to direct or consequential damages due to failure of the Participant to fulfill any obligations under the PPA.

Section 4 Bid Evaluation

Platte River will evaluate Bids to determine which (if any) would be the most advantageous to Platte River and provide the best overall value considering multiple factors, including best price, least cost, and least risk to Platte River. Bids will be compared on the basis of total delivered costs to Platte River’s system and the probability of the Project Facility reaching its Guaranteed Commercial Operation Date.

Evaluation Criteria	Evaluation Criteria Description
Delivered Cost Basis	Platte River will evaluate the cost of each Bid on a delivered cost basis, considering (1) the Bid price to deliver all Products to Platte River, (2) the estimated value of energy and capacity from the Project Facility, based on the Project Facility’s energy production profile and projected value of the energy at the delivery point, and (3) the cost of interconnection, network upgrades, transmission, and losses to deliver Products to Platte River’s system.
Location	Platte River has a strong preference for Project Facilities located in northern Colorado on the Western Slope or Front Range of the Rocky Mountains where Products are delivered to the Platte River transmission system.
Generator Interconnection and Transmission	The characteristics and costs of a Project Facility’s interconnection to the Platte River system and the reliability of its deliveries are key components of Platte River’s Bid evaluation process.
Project Viability; Participant Risk Management	Platte River will consider the probability that the Participant will be able to successfully complete development, financing and construction of the Project Facility and achieve commercial operation by the Guaranteed Commercial Operation Date. Factors considered in assessing project viability will include technical specifications, level of project development experience (for example, completed projects), Participant financial capacity, and Participant risk management strategies for known schedule risks (supply chain, permitting, etc.).
Risk Management	Platte River values operational flexibility, including curtailment rights and Project Facilities that do not increase flows on critical transmission assets. For additional information on this topic, refer to Section 3 , specifically the eligibility criteria described in the Generator Interconnection and Transmission portion.
Performance Assurance	Platte River will require firm performance guarantees for the entire term of the Agreements. Platte River will assess participants’ willingness and capability to post acceptable performance guarantees.
Other Criteria Used	Platte River may consider additional criteria to evaluate Bids, as noted in Section 1.6 and any further criteria listed in Section 3 .

Section 5 Representations and Warranties

A Participant may be an individual owner, corporation, partnership, or joint venture for the Bid and associated Project Facilities. Participants must provide additional information about their Project Facility ownership and parent company structure in their Bids. Each Participant agrees to be bound by all terms, conditions and other provisions of this RFP and any changes or supplements Platte River may issue. In addition, each Participant makes the following representations and warranties:

- 1) Participant has read, understands, and agrees to be bound by all terms, conditions, and other provisions of the RFP.
- 2) Participant has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the RFP (including all attachments).
- 3) Participant has obtained all necessary authorizations, approvals, and waivers, if any, required to: (A) submit its Bid and, (B) if selected, sign Agreements with Platte River.
- 4) Participant is submitting its Bid subject to all applicable Laws, Regulations, and Requirements.
- 5) Participant represents that it has carefully considered the terms and conditions of its Bid and is submitting its Bid in good faith, so that Platte River may reasonably expect Participant to enter into binding Agreements.
- 6) Participant has not and will not communicate with any Other Participants concerning any terms contained in Participant's Bid, unless explicitly authorized by Platte River, and has not engaged in Prohibited Communication Activities in connection with the RFP. Participant may communicate with its Advisors, as defined above. In addition, Participant may communicate with Other Participants and their Advisors if: (A) the Other Participants are under common ownership and control with the Participant; (B) Participant and Other Participants do not engage in Prohibited Communication Activities; and (C) if Participant and Other Participant share a common Advisor. Before sharing communications with any Other Participant and the common Advisor, Participant must deliver to Platte River (1) notice of the Other Participants and common Advisor and (2) an attestation that Participant has not and will not engage in Prohibited Communication Activities with either the Other Participants or the common Advisor.
- 7) If Platte River selects a Short Listed Bidder's Project, the Participant agrees to (A) enter into good faith negotiations with Platte River, and (B) inform Platte River if the Participant has also proposed the same Project Facilities in response to another solicitation, request for proposals, or other competitive bidding process.
- 8) Participant will promptly notify Platte River of any change in circumstances that may affect its ability to fulfill the terms of its Bid.

Platte River may disqualify a Participant from this RFP for breaching any representation or warranty.