



Seattle City Light

2026 Supply Resource Request for Proposals

RFP Issue Date: June 17, 2026

Responses Due: August 5, 2026, by 5 p.m. Pacific Prevailing Time

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

RFP Website: <https://www.seattle.gov/city-light/about-us/working-with-us/resource-acquisition>

Change Log:

- July 6, 2026: Corrected hyperlinks for email; the correct email for correspondence is [SCL Supply RFP@Seattle.gov](mailto:SCL_Supply_RFP@Seattle.gov), but emails that went to a previous email have been received.
- July 16, 2026: Updated information on approval processes for contracts on page 4

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1. Introduction

Seattle City Light (City Light) is a department of the City of Seattle and is the electric utility serving Seattle and six surrounding cities. City Light owns and operates generation, transmission, and distribution facilities that deliver electricity to approximately 515,000 customer accounts in Seattle and surrounding communities.

The power City Light delivers to its customers is primarily sourced from carbon emissions-free hydroelectricity through owned and contracted resources. City Light has been carbon neutral in its power deliveries and operations since 2005 and is proud to be a leader in municipal governments across the country for its policies and actions on carbon reduction and providing clean, reliable, affordable, environmentally responsible power to its customers.

City Light has experienced increasing levels of load growth due to changes in its customer base related to economic and population growth as well as transportation and building electrification and increasingly volatile weather. These load changes have increased City Light's resource needs. Meeting future electricity needs requires adding new resources to City Light's portfolio including wind, solar, batteries, enhanced geothermal, and other carbon-free firm resource options.

Additionally, City Light is required to comply with various state-level regulatory requirements. The Washington State Energy Independence Act, also known as I-937, requires electric utilities serving at least 25,000 retail customers to use minimum amounts of eligible renewable energy and fund cost-effective energy conservation. The state's Clean Energy Transformation Act (CETA) requires that electric utilities be increasingly carbon-free in electricity supply.

City Light is soliciting supply resources through this request for proposals (RFP) to serve increasing load, to meet needs identified in its most recent Integrated Resource Plan, as well as to meet regulatory requirements for clean energy.

For more information on City Light, please see seattle.gov/city-light/. For more information on City Light's resource needs, please see our most recent Integrated Resource Plan (IRP) found at seattle.gov/city-light/energy/power-supply-and-delivery/integrated-resource-plan

1.1. Scope and Purpose

City Light is looking for supply resources that meet the criteria outlined in Section 3 of this RFP.

With this RFP, City Light is primarily seeking proposals for power purchase agreements (PPA). If a Bidder is interested in proposing a different structure, including any range of ownership structures, including PPAs with purchase options or obligations, sales of existing assets, acquisition of project development assets and rights, joint ownership, and build-own-transfer agreements, please email SCL_Supply_RFP@seattle.gov for further instructions.

City Light will evaluate and select supply resources at its sole discretion based on our assessment of the needs of the utility's customers. City Light may or may not acquire any supply resources from this process. City Light is not imposing any fee in this process.

1.2 Prohibition on Coal

City Light will not consider projects that include coal combustion.

2. Schedule and Process

2.1. RFP Timeline

TABLE 2.1. RFP TIMELINE	
Milestone	Date
RFP Issue Date	June 17, 2026
Deadline for Bidders to Submit Questions	July 7, 2026, by 5 PM Pacific Prevailing Time
Notice of Intent to Bid (optional)	July 10, 2026, by 5 PM Pacific Prevailing Time
Seattle City Light Posts Responses to Questions, if necessary	July 20, 2026
Deadline to Submit Proposals	August 5, 2026, 5 PM Pacific Prevailing Time
Seattle City Light Notifies Shortlisted Bidder(s)	October 2026
Target for Completing Contract Negotiations	March 2027
Target for Contract Execution	April 2027

Dates are subject to change. City Light will notify Bidders who submit a Notice of Intent to Bid or proposal response of changes to this schedule and will post schedule changes to the RFP website.

Bidder Questions: Bidders should submit questions to SCL_Supply_RFP@seattle.gov by 5 PM Pacific Prevailing Time, July 7, 2026. If City Light deems it appropriate, City Light will hold a conference with interested parties.

Notice of Intent to Bid: City Light encourages interested Bidders to submit a Notice of Intent to Bid. Bidders should send the Notice of Intent to Bid to SCL_Supply_RFP@seattle.gov. This should be received by 5 PM Pacific Prevailing Time, July 10, 2026. City Light will accept offers from Bidders that do not submit a Notice of Intent to Bid.

Proposal Submission: Bidders' Proposals must be submitted by August 5, 2026, at 5 PM Pacific Prevailing Time, and must include the required documents described in Section 5 Content of Response below.

Power Purchase Agreement: City Light will post the pro forma Power Purchase Agreement (PPA) to the RFP website. Bidders are expected to account for the PPA terms in their offer. Bidders should describe any proposed deviations from the pro forma PPA and their impact on the offer in the appropriate tab of the Offer Form. The pro forma PPA will be posted by June 26, 2026.

Evaluation: City Light will consider all information provided about the projects and has provided both open-ended and specific questions for bidders to provide sufficient information about projects. City Light's subject matter experts will consider project bidder's experience, approach to this project, and goals for delivering all aspects of the project. City Light will consider the value the project provides to customers, to the people in the vicinity of the project, and the areas where the project or components will be designed, manufactured, and built. Timing, delivery, and price are important considerations. How the bidder will ensure that all project values are met over the entire span of the PPA, or through ownership, are also important.

Fees: City Light does not require any bidder or success fee.

Negotiations and Contracts: City Light may elect to negotiate price and non-price factors with any Bidder or Developer whose proposal has been short-listed. During negotiations, City Light will continue to update its economic and risk analysis as needed. If a Bidder or Developer alters their offer during negotiations, City Light may reevaluate the offer and suspend negotiations. City Light reserves the right to negotiate only with those Party(ies) who propose transactions that City Light believes, in its sole opinion, to have a likelihood of being executed substantially as proposed.

Hold on Commercial Terms: Bidders or Developers should be prepared to hold all commercial terms for 180 days after submittal. City Light's review cycle will likely last more than 180 days and Bidders should be prepared to negotiate extensions. City Light will provide an Exclusivity Agreement before beginning PPA negotiations.

2.2. Communications

All RFP documents are available at <https://www.seattle.gov/city-light/about-us/working-with-us/resource-acquisition>. All announcements, updates, and Q&As will be posted on the website.

Any other communications regarding this RFP, including final offer documents, should be sent to SCL_Supply_RFP@seattle.gov. Please only send communications to the RFP email address and not to any individual employees' email addresses. City Light will not be able to review or respond to emails related to this RFP that are sent to individual contacts and not to the RFP email address.

2.3. Submission and Posting of Q&A

Questions should be submitted via email to SCL_Supply_RFP@seattle.gov by 5 PM Pacific Prevailing Time, July 9, 2026. Participants are urged to submit RFP questions as early as possible, in consideration of the proposal submission deadlines.

City Light intends to post all questions submitted, as well as responses to those questions in the form of an Addendum posted to the RFP website. Answers will be posted by July 20, 2026, unless otherwise posted. All addenda shall become part of this RFP. All questions will be posted anonymously. Questions may be edited to remove project details and shield the identity of Bidders who posed the questions. City Light's objective in posting questions and answers is to afford Participants equal access to information potentially relevant to their proposals.

2.4. Offer Submittal

Bidders' Proposals must be submitted by **August 5, 2026, 5 PM PPT**, as further described in Section 4. The submission of an offer shall be deemed a representation and certification by Bidder that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures, and requirements, and that they have read and understood the RFP.

No request for modification of the offer shall be considered after its submission on grounds that Participant was not fully informed as to any fact or condition.

2.5. Confidentiality

If Bidder believes certain portions of their response to this RFP are confidential, said entity is required to complete, sign and submit the non-disclosure agreement (NDA) posted to the RFP website. The Bidder must take steps outlined in the NDA to clearly demark what is considered confidential. Additionally, a Bidder must be fully aware of the disclosure obligations City Light adheres to in relation to Chapter 42.56 of the Revised Code of Washington, Public Records Act as described in Section 6 of the NDA.

2.6. Shortlist Selection Process

City Light expects to notify any short-listed Bidders by October 2026. Short-listed Bidders interested in moving forward to the negotiation phase will be required to execute the Exclusivity Agreement posted to the RFP website. City Light may also request additional information from Short-listed Bidders to substantiate the information presented in their Proposal.

City Light will negotiate contracts with short-listed Bidders. City Light may execute contracts with selected Bidders at any time during the negotiation phase or may choose to execute none.

In July 2026, the Seattle City Council passed and the Mayor of Seattle signed [CB 121241](#), which allows City Light to enter into long-term power contracts with a power delivery term up to 240 months without needing to take such contracts to City Council for individual approval, as long as the arrangements are consistent with City Light's long-term planning. Contracts with projects selected by City Light for greater than a twenty-year term (240 months) will need to be approved by the Seattle City Council at a public meeting prior to execution. This process may require that the contract be made available publicly.

3. Submission Specifications

The goal of this RFP is for City Light to solicit and evaluate offers for both renewable energy generation and energy storage to meet City Light's energy procurement obligations, its environmental objectives, and to offer its customers cost-competitive, clean energy options.

City Light is inviting offers for the following offer types:

1. Renewable energy-generating facilities from a variable resource (e.g., wind or solar)
2. Renewable energy-generating facilities from a firm resource (e.g., geothermal)

3. Renewable energy-generating facilities (either variable or firm) paired with storage
4. Stand-alone storage projects

City Light is inviting offers from the following types of projects:

1. Existing projects with Delivery Commencement of December 31, 2035, or earlier, with a preference for projects that can commence deliveries before December 31, 2030.
2. New/Repower projects with Commercial Operation Date (COD) of December 31, 2035, or earlier, with a preference for projects that can commence deliveries before December 31, 2030.

City Light has a high preference that the resource output be delivered to or is deliverable to City Light's Balancing Authority Area on firm transmission.

To be considered for evaluation, all proposals must meet the requirements in Section 3.

3.1. Commercial Requirements

All offers must meet the following specifications to be considered for selection. Please ensure that proposals conform to the appropriate specifications for the project submitted.

3.1.1. Bid Quantity Range

The minimum bid amount is 5 MW; the maximum is 400 MW nameplate per project.

3.1.2. Resource Type

Hydroelectric, wind, solar, geothermal, wave, landfill gas, biomass, energy storage, or any renewable resources as defined in the Washington state Renewable Portfolio Standard (RCW 19.285) and supply resource as defined in Clean Energy Transformation Act (CETA, RCW 19.405) or combination of resource types with or without energy storage are eligible resources under this RFP.

3.1.3. Project Status

Proposals may be for projects that are already operating, repowered, or under development.

3.1.4. Minimum/Maximum Contract Term

For this RFP, the minimum term is five (5) years. The maximum term is thirty (30) years. City Light may be interested in procuring shorter term lengths through other procurement mechanisms. If a Bidder is interested in a shorter-term length, please email SCL_Supply_RFP@seattle.gov for further instructions.

City Light will also consider ownership/build-to-buy options. If a Bidder is interested in proposing a different structure including any range of ownership structures, including PPAs with purchase options or obligations, sales of existing assets, acquisition of project development assets and rights, joint ownership, and build-own-transfer agreements, please email SCL_Supply_RFP@seattle.gov for further instructions.

3.1.5. Product

City Light will purchase all output from and title to the identified supply resource. Products include all energy, capacity, resource adequacy, and environmental attributes, and will be further described in the PPA. Seattle City Light will consider purchasing a share of the output from a project, as long as it includes all energy, capacity, resource adequacy, environmental attributes, if applicable, and other properties as described in the PPA from the contracted share of the project.

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

3.1.6. Credit and Developer Qualifications

City Light's Risk Management credit requirements provide City Light with reasonable assurance that City Light will be able to recover its actual damages readily in the event of default by the Bidder or project owner.

Proposed pricing should incorporate the following security requirements:

- Following PPA execution: Development Credit Support of \$150/kW of Nameplate Capacity for generation or storage resources.
- Upon Commercial Operation: Delivery Credit Support of \$100/kW of Nameplate Capacity for generation or storage resources.

These requirements can be provided as cash or Letter of Credit from an issuer bank rated A3 by Moody's or A- by S&P, pending approval.

3.1.7. Site Control

At the time of proposal submission, a Bidder should have site control. This control can be demonstrated through ownership of site, an executed lease agreement, or an executed option agreement applicable to a minimum of 50% of the project site. Shortlisted Bidders will be required to demonstrate current site control and how they will achieve site control for 100% of the project site and any generation tie for the term of the proposed PPA prior to PPA execution.

3.1.8. Technology Proposals

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

3.1.9. Resource Delivery

City Light will consider resources with or without transmission and adjust evaluation scoring appropriately. City Light prefers resources that have secured long-term firm or conditional firm transmission on the Bonneville Power Administration (BPA) or other transmission providers to City Light's Balancing Authority Area (BAA). City Light will also consider resources with transmission to other locations. Bidders that offer to deliver the resource to City Light's BAA will be required to demonstrate the status of their transmission request. Bidders are asked to fully complete the Offer Form with transmission details.

3.1.10. System Operations

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

3.1.11. Interconnection Status

All projects must demonstrate that their interconnection timeline will allow the project to meet the proposed COD. Short-listed Bidders will be required to provide documentation substantiating their interconnection status. Bidders are also required to submit the Interconnection Consent.

3.2. Insurance Requirements

City Light requires the following insurance specifications.

3.2.1. Builders Risk (Course of Construction)

"All Risk" (Special Perils) coverage form, with limits equal to the completed value (including both hard cost and soft cost) of the project and no coinsurance penalty provisions.

3.2.2. Property Insurance

"All Risk" (Special Perils) coverage form at full replacement cost with no coinsurance penalty provision for repair or replacement of the facility. The policy shall include Boiler and Machinery, Earthquake, and Wind/Hail coverage. The deductible(s) shall not exceed the Seller's financial ability to fund the costs of losses and shall not be greater than prevailing practices for similar operations in the state in which the Facility is located.

3.2.3. Commercial General Liability

Insurance coverage, on an occurrence basis, with a limit of \$2,000,000 per occurrence. The coverage must include: (i) Bodily Injury and Property Damage Liability, (ii) Contractual Liability, including coverage for the indemnity obligations under this Agreement and (iii) Products and Completed Operations Liability. Policy shall be endorsed to name the City of Seattle doing business as Seattle City Light, its officials, agents, and employees as an Additional Insured for full coverage and policy limits. Additional Insured status shall

include products-completed operations coverage. The deductible shall not exceed the Seller's financial ability to cover claims and shall not be greater than prevailing practices for similar operations in the state in which the Facility is located.

3.2.4. Business Automobile Liability

Insurance coverage with a minimum single limit of \$2,000,000 per claim for bodily injury and property damage with respect to project operator's use of vehicles whether owned, hired or non-owned, assigned to, or used in the performance of the Work. Policy should be endorsed to name Seattle City Light, its officials, agents, and employees as additional insured for full coverage and policy limits.

3.2.5. Excess General Liability Policy

Minimum limit of \$25 million. Policy shall be endorsed to name Seattle City Light, its officials, agents, and employees as additional insured for full coverage and policy limits.

3.2.6. Pollution Liability

Minimum limit of \$5 million. Policy shall be endorsed to name Seattle City Light, its officials, agents, and employees as additional insured for full coverage and policy limits.

3.2.7. Cyber Insurance

Minimum limit of \$5 million to cover first party damage related to a cyberrelated loss.

3.2.8. Workers' Compensation

Workers Compensation/Employer's Liability: Insurance coverage with respect to all persons performing the Work, in accordance with the applicable laws of the state in which the Work is to be performed. All required insurance policies that name Seattle City Light, its officials, agents, and employees as additional insured for full coverage and policy limits as an additional insured must include provisions that such insurance is primary insurance with respect to the interests of Seattle City Light and that any other insurance maintained by Seattle is excess and not contributory insurance with the required insurance. Owner/Operator shall notify Seattle City Light within 30 days of any cancellation or change in limits of liability of any required insurance policy. Owner/Operator shall ensure that any policy of insurance that operator or any subcontractor carries as insurance against property damage or against liability for property damage or bodily injury (including death) shall include a provision providing a waiver of the insurer's right to subrogation against Seattle City Light, its officials, agents, and employees as the additional insured. To the extent permitted by the policies of insurance, Owner/Operator hereby waives all rights of subrogation against Seattle City Light, its officials, agents, and employees.

4. Offer Submittal

Bidders' Proposals must be submitted by **August 5, 2026, 5 PM PPT**. Proposals must include the required documents described below. All offers must meet the requirements of the RFP to be considered. However, City Light reserves the right to waive any deficiency of an offer.

Only electronic submittals will be accepted via e-mail sent to SCL_Supply_RFP@seattle.gov. Late offers shall be rejected. This deadline is absolute and offers received after the due date and time shall not be considered.

By participating in City Light's RFP process, a Bidder acknowledges that it has read, understands, and agrees to the terms and conditions set forth in these RFP instructions. City Light reserves the right to reject any offer that does not comply with the requirements identified herein. Furthermore, City Light may, in its sole discretion and without notice, modify, suspend, or terminate the RFP without liability to any organization or individual. The RFP does not constitute an offer to buy or create an obligation for City Light to enter into an agreement with any party, and City Light shall not be bound by the terms of any offer until City Light has entered into a fully executed agreement. Only electronic submittals will be accepted.

5. Content of Response

The following documents are required for each Project:

1. Complete Offer Form (Excel, template provided)
2. Narrative (PDF), limited to 12 pages
3. Completed Interconnection Consent (PDF)

In addition, Bidders may optionally submit a Non-Disclosure Agreement (PDF).

Each item is further described in the following sections. Please do not include extra documentation not listed here or requested in the Offer Form. Bidders shall provide such additional information as reasonably requested by City Light. Proposed pricing should assume the terms in the pro forma PPA. **If a Bidder has any proposed changes to the proposed contract terms, please provide proposed changes and the impact of these changes on pricing in relevant tab of the Offer Form. The initial price provided in the Offer Form should reflect City Light's proposed contract terms.** City Light will consider proposed changes, but may or may not ultimately accept changes.

Please follow the naming convention for files outlined in the Instructions of the Offer Tab.

5.1. Offer Form

All Bidders are required to submit one Offer Form per proposal. Completion of the Offer Form should be thorough for all required questions in the Offer Form template. The "Instructions" tab of the Template

Offer Form provides specific instructions for which tabs need to be completed for different kinds of projects, as well as guidance on naming the file. **This Offer Form should be submitted as an Excel (.xlsx) document.**

5.2. Narrative

Bidders should submit a brief narrative, no more than 12 pages, including a cover letter, a description of the Bidder's experience, and an explanation of the proposed project's characteristics and development status. This narrative will be primarily used as a reference for specific project details that are not fully captured in the Offer Form and for further assessment of shortlisted proposals. **The project narrative should be submitted as a pdf document.**

The Narrative should include the following sections in the order listed below.

5.2.1. Narrative of Related Project Experience

Please provide a statement describing the Bidder's experience delivering projects of similar scope within the past 3 years. City Light is most interested in brief narratives of the execution approaches, means and methods, and execution strategies directly performed by the contractor and its project personnel on related projects. City Light is also interested in specific challenges the team encountered on related projects and how these challenges were addressed and overcome. Specific projects should be listed in the Offer Form.

5.2.2. Management Approach

Please provide information on how the Bidder plans to manage the project from planning through execution and operations and maintenance.

5.2.3. Design and Technical Execution

The narrative should include an estimated schedule to meet the proposed commercial online date, with a full milestone schedule completed in the Offer Form. Please describe any considerations that may influence the Bidder's ability to meet that proposed commercial online date.

- Tariffs: Describe how U.S. tariffs will or may potentially affect your project.
- Forced Labor: If the project includes any photovoltaic panels or cells, please explain how you will source and deliver projects that do not involve any forced labor or otherwise contravene the Uyghur Forced Labor Prevention Act and subsequent enforcement.

5.2.4. Workforce Development Plan

Please provide an up to one-page plan on how the Bidder will support job creation in communities related to the project. This narrative should include information about the number of apprentices and women and minority business enterprises the project will or may employ during design, construction, and operation. If available, please provide the same information regarding the job creation benefits associated

with the project design and the manufacture of the generation and controls equipment. Please describe at least one example of job creation in communities from previous projects/developments.

5.2.5. Lawsuits or Litigation

Please list and briefly describe any pending lawsuits against the company, particularly any related to the operating units or divisions of the company that will develop this project. Please list any lawsuits, legal challenges, or administrative challenges related to the proposed project.

5.2.6. WMBE Status

The City of Seattle defines Women & Minority Owned Business (WMBE) firms as state-certified or self-identified firms with at least 51% owned by women and/or minorities. Does the Bidder meet this ownership status? If so, please explain how.

5.2.7. Site and Project Characteristics Requirements

1. Site Control: Describe the status of site control and the Bidder's plan for acquiring any additional site control for the project site, gen-tie, etc. Bidders are expected to have at least site control for at least 50% of the project site at the time they submit their Proposal to City Light and 100% site control prior to PPA execution.
2. Please describe the intended location of the supply resource(s), and approaches to minimize risk to the environment and ensure social equity.
3. Please describe the current land use of the project footprint.
4. Permitting: Bidders must provide a list of all required site-specific permits, including land use entitlement permit (e.g., Conditional Use Permit (CUP), Application for Certification (AFC), Record of Decision (ROD)) from lead land use permitting agency and all discretionary permits from other lead, trustee and/or responsible agencies including wildlife agencies. Bidders must provide a plan and schedule for obtaining all permits and licenses. Please also describe the status of discussions with state and federal wildlife agencies, and any recommendations regarding permits from those agencies. If, at any point, City Light determines that a project cannot obtain the required permits as designed, City Light reserves the right to reject the proposal.
5. For operating projects: please provide any notices of non-compliance or other corrective actions related to existing permits.
6. Please provide a site layout. For wind and solar resources, please attach a file depicting the wind turbine layout or panel layout.
7. Decommissioning: Please describe any decommissioning plans and plans for disposal of primary or secondary components such as solar panels, inverters, wind turbines, batteries or other equipment at the end of the project's life.

8. Highly Impacted Communities: If this project is located within a Highly Impacted Community (HIC) in Washington state¹:
 - a. Does your project demonstrate benefits to HICs? If yes, please describe the benefit(s).
 - b. If there are other benefits to other types of communities, please describe.
9. Community Outreach: Please describe the community outreach efforts related to the facility, including outreach methods (e.g., door-knocking, phone banking, internet, social media, mailings, physical notices posted), the languages spoken in communities surrounding the proposed project and the languages in which materials have been made available. State the number of responses by community members, describe substantive responses, and describe any changes to the project undertaken in response to community responses. If the project may affect tribal lands, please discuss outreach to tribal governments and communities.

5.2.8. Financing

Please describe the Bidder's plan to obtain project financing. This description may include internal, or balance sheet finance (supported by appropriate financial statements).

Offers that intend to utilize federal tax credits should identify the tax credit amount assumed in the bid price, demonstrate the project's eligibility for the specified credit, the timeline to achieve the associated federal tax benefit, and any risks to the project's ability to achieve that tax credit. City Light will not assume any risk or responsibility for a project's ability to achieve a specific tax credit.

5.2.9. Additional Information

If there is any additional information or clarification related to any of the questions in the Offer Form that the Bidder would like to include, a Bidder can include a section of Additional Information. Any narrative of Additional Information should include a reference to the specific Excel tab of the Offer Form and the specific field requesting information. Bidder should only provide short responses to provide specific clarification on Offer Form responses.

5.3. Interconnection Consent

All Bidders shall submit a completed and executed Interconnection Consent document.

5.4. Non-Disclosure Agreement (Optional)

A completed and signed non-disclosure agreement is optional. If a bidding or submitting entity believes certain portions or all their responsive materials to this RFP are confidential, said entity is required to complete, sign and submit the non-disclosure agreement (NDA) posted to the RFP website. The Bidder

¹ A HIC is: 1. Covered or partially covered by "Indian Country" as defined in 18 USC 1151 or 2. ranked a 9 or 10 on the Environmental Health Disparities (EHD) Map, as designated by the Washington State Department of Health

must take steps outlined in the NDA to clearly demark what is considered confidential. Additionally, a Bidder must be fully aware of the disclosure obligations City Light adheres to in relation to Chapter 42.56 of the Revised Code of Washington, Public Records Act as described in section 6 of the NDA.

6. Evaluation

City Light will review all offers to determine whether all required documentation was included in the offer submittal. City Light will evaluate offer submissions according to both quantitative and qualitative evaluation factors. City Light reserves the right to rely on information from sources other than the information provided by the Bidders. City Light may also seek written clarification from any or all Bidders to better understand and evaluate the offers. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original offer.

The most advantageous quote shall be determined based on the best value to City Light and its customers. Relevant factors to evaluate value include but may not be limited to life cycle costs; cash-flow considerations; concentration risk; maintenance costs; operating efficiency; quality; financial strength, capabilities and/or expertise of the participant; contract terms including collateral terms; adherence to applicable policies. City Light has a strong preference for projects that can deliver electricity to City Light's BAA and for Proposals that do not propose changes to the Pro Forma PPA.

City Light will select a subset of Offers to create a shortlist and move to the negotiation phase. Throughout the negotiation process City Light will continue to evaluate a Bidder's fit and each Proposal's fit with City Light's goals and objectives.

7. Short-Listed Offer Requirements

City Light intends to notify Bidders of shortlisted status in October 2026. At that time, City Light will provide the Exclusivity Agreement and request that the following items or documents be submitted to City Light:

- A counter-signed Exclusivity Agreement
- Demonstration of interconnection status
- Demonstration of site control
- Credit rating and financial statements

8. Buyer Security

City Light will not provide collateral or performance security in connection with any agreements that it may execute in connection with this RFP. By submitting an offer through this RFP, Bidder acknowledges and accepts that City Light does not intend to provide collateral or performance security in connection with any agreement, and no such offer submitted will be subject to a requirement that City Light post collateral or security.

9. Limitations

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

9.1. Irregular Proposals

City Light has the right to review Proposals for material irregularities. If City Light determines a Proposal to be irregular and rejects it, notification will be sent to the Proposer in writing containing the reason for the determination.

Proposal may be considered irregular and non-responsive if:

- a. The Proposal does not constitute a definite and unqualified offer to meet the material terms of the RFP.
- b. An unsatisfactory performance record exists as shown by past or current work for City Light, or for others, as judged from the standpoint of the conduct of the work, environmental or safety compliance records, workmanship, progress, social equity, Community Workforce Agreement, or equal employment opportunity practices; or termination for cause;
- c. The Proposer has failed to settle bills for labor or materials on past or current contracts;
- d. The Proposer has been convicted of a crime arising from a previous public contract; or
- e. For any other reason deemed proper by City Light.

City Light will notify the Proposer by email or by other writing if the Proposal is determined to be not responsive under this Section.

9.2. Modifications and Final Approval

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

Appendix 1: List of Attachments

1. Notice of Intent to Bid Template
2. Offer Form Template
3. Interconnection Consent Template
4. Non-Disclosure Agreement Template
5. Exclusivity Agreement Template
6. Pro Forma PPA (to be posted by June 26, 2026)