



Date: April 23, 2021

RFP Title: Distributed Solar Photovoltaic Project Northeast Philadelphia Airport

Addendum TWO Cover Sheet

TO ALL PROPOSERS:

You are hereby notified of the following changes and additions to the above RFP:

- 1) The Proposal Deadline has been extended to **Monday, May 17, 2021 by 5:00 PM Eastern Time.**
- 2) All Pre-Proposal Meeting Contacts have been provided a new Virtual Tour Link which includes a folder titled “Addendum 2 Additions”. The following documents may be found in that folder:
 - a. Attachment A-2
 - b. Two (2) PNE Single Line CAD Drawings
 - c. Master Utility Drawings Folder with four (4) pdf documents
 - d. Substation Photos Folder with five (5) jpg files

If you are a vendor on the Contact List that did not receive the new link, please notify Alec.Gever@phl.org w/ cc to PNEsolar@philaenergy.org immediately.

- 3) Questions and Answers
- 4) The City expects to issue soon another addendum describing the application of prevailing wage rates and rules to project work.

Please sign, date, and attach this cover sheet with your proposal. This addendum and any attachments are now incorporated into the RFP.

AUTHORIZED SIGNATURE

NAME (Print)

COMPANY NAME

TITLE (Print)

DATE

** Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Request for Proposal for Distributed Solar Photovoltaic Project Northeast Philadelphia Airport posted by the Philadelphia Energy Authority on March 17, 2021.*

#	Ref	Question	Answer
1	Section 4.1 Attachment C Attachment I	What is the maximum PPA price and escalator in which the PEA would no longer enter into the deal?	The RFP does not identify a floor price. The RFP states that PEA’s preferred deal structure is one in which the seller offers a fixed discount factor to the all-in retail electricity cost pursuant to PECO Energy’s Rate PD. Alternative pricing structures may be proposed and will be considered.
2	Attachment C	Could this project be a retail behind the meter / virtually net metered transaction with the airport versus a wholesale transaction with PEA?	The project will be net-metered, pursuant to PECO Energy’s net metering tariff.
3	Project Summary	Can we propose a larger system within the boundary of the designated property?	The system size may be no larger than 2.0 MW(ac).
4	Section 4.2	Must the preliminary glare analysis be submitted with the RFP proposal? Can it be submitted at a later date when the proposer is awarded the RFP?	Yes, a preliminary glare analysis must be submitted with the proposal.
5	Section 5.2.7	Are the following comments an absolute requirement? “Under the Agreements resulting from this RFP, the City shall have the absolute right to terminate the Agreements for Airport Modifications by providing no less than one hundred twenty (120) days’ notice to Contractor. “Airport Modifications” shall mean any modification, revision, supplement, amendment, or deletion to the Airport which requires modification, revision, supplement, or deletion to the Parcel as may be required or requested by the FAA, Transportation Security Administration (“TSA”), Pennsylvania Department of Transportation, the Environmental Protection Agency or any other Federal, Commonwealth or local regulatory agency having jurisdiction over the City or PNE. “ (It may be difficult to secure the capital investment with this unknown factor)	It is standard for lease agreements at PNE to contain a provision granting the City the unilateral right to terminate a lease agreement in connection with any modification, revision, supplement, amendment, or deletion to any leased premises at PNE required or requested by the FAA, the Transportation Security Administration, the Pennsylvania Department of the Environmental Protection Agency or any other Federal, Commonwealth or local regulatory agency having jurisdiction over the City or PNE. To the best and actual knowledge of the City, the City has not exercised this termination right at PNE. In the unlikely event the City exercises this termination right during the term of the lease agreement, the tenant will be paid an amount equal to the lesser of: (i) the

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			capital costs of any improvements made in or to the leased premises by tenant (as such capital costs have been approved by the City), amortized on a straight line basis over the balance of the term of the lease agreement; or (ii) the useful life of any improvements made in or to the leased premises by tenant. Please note, that the City will consider other forms of compensation.
6	Virtual Tour Link: Attachment A-2	Could we have the dimensions of the 10.5-acre parcel?	Attachment A-2, added to the Virtual Tour Link, includes the dimensions.
7	Attachment C	Also, "all proposals should assume that the Seller will retain the unforced capacity value of the Project." not sure if it is possible in case of net-metering.	Capacity market participation will be possible pursuant to a Wholesale Market Participation Agreement with PJM. For more information, please refer to PJM Manual 14A at https://www.pjm.com/-/media/documents/manuals/m14a.ashx
8		Could Energy Storage/backup energy be provided as an add-in? Is there interest in energy storage/backup power?	Yes, depending on project economics and proposed operation of the storage resource.
9	Attachment K	Is the insurance \$10 mil umbrella absolutely required? This adds a significant cost to the project.	Final insurance requirements may be negotiated with the Successful Proposer upon review of final project specifications.
10	Attachment K	Is it an absolute requirement to include railroad liability?	See answer to Question #9. If project construction stays more than 50 feet away from railroad, it may not be required.
11	Attachment K	Is Airfield liability insurance absolutely required? (can we find alternate driving paths to the project that do not require us to travel over airfield surface)	Yes. There are no alternate driving paths that do not travel over the airfield.

#	Ref	Question	Answer
12	Attachment K	Is the Crane liability insurance absolutely required? We typically use a Lull (ie extended forklift) and not considered an overhead crane.	Crane liability insurance only applies if a crane is necessary. Use of a lull does not require crane liability insurance.
13	Attachment K	Will the pollution clause apply?	See answer to Question #9. Pollution requirement says, "if applicable". Include in your proposal a justifiable reason to not require pollution coverage and it will be considered. To date, the City has found no pollution within the property.
14	Attachment K	Will the Cyber Liability requirement apply?	See answer to Question #9. Cyber Liability requirement says, "if applicable". Include in your proposal a justifiable reason to not require cyber liability and it will be considered.
15		Is there a floor price for PPA?	See answer to Question #1
16		Will battery storage proposals be considered?	See answer to Question #8
17	Virtual Tour Link: Attachment A-2	Can we have the coordinate points of the property? (Long. And Lat.)	Attachment A-2, added to the Virtual Tour Link, includes coordinate points of the property.
18		Can we use the piles of dirt/gravel?	No. Piles of dirt/gravel will be used for another project. The piles will be removed before solar project construction commences.
19		How high are the dirt piles, approximately? (from the video, the dirt looks 10 ft. high)	See answer to Question #18.
20		Will all workers need to have their TWIT Card in order to work at that location?	A TWIC card is not needed.
21	Attachment B and E	Will tree clearing and/or site grading be completed prior to the solar installation, or are we to consider it part of the scope of work? If tree clearing is not part of the scope of work, what area of trees will be cleared?	See pre-construction services in Attachment E, "Any and all site preparation", which includes tree clearing and site grading. Attachment B discusses environmental and sustainability plan relevant to tree clearing.

#	Ref	Question	Answer
22	Attachment A	Is there a specific setback from the taxiway to which we should adhere?	15-acre parcel boundary depicted in Attachment A must be adhered to as it includes required setbacks from taxiway and other required setbacks. Do not propose work outside the 15-acre parcel boundary.
23	Section 2.1	The RFP timeline indicates a Target COD of less than 5 months from contract execution. Given the scope of this project, would PNE consider an earlier contract execution date and/or a later Target COD?	Yes, either alternative may be considered in the context of other commercial provisions of the term sheet and PPA.
24	Section 5.2.7	The RFP indicates that PNE can terminate the Agreement at any time to accommodate airport modifications. Please elaborate on the terms and conditions of this right to terminate; i.e. if PNE can mandate a decommissioning of the system and site restoration at any point during the Agreement and if the costs associated with such are the responsibility of PNE or the awarded proposer.	See answer to Question #5.
25	Section 1.1	The RFP requests proposals with a system size of between 1.6 and 2 MWac. Will proposals be accepted if the maximum system size is outside of this range?	See answer to Question #3
26		Please extend the RFP due date by two weeks to 5/14/2021.	The RFP deadline has been extended to 5/17/2021 by 5:00 PM Eastern Time.
27	Section 5.2.7	Section 5.2.7. Termination for Airport Modifications raises significant concern for the proposed financier and long term owner/operator of this project. Is the City/PNE expecting early termination rights without penalty? We propose the City request the ability to Buyout the system should it require removal before the term is up to maintain project financeability. This is typically not offered until year 6 at which point all tax/depreciation related incentives have been monetized. Otherwise the project company will receive recapture penalties from the IRS.	See answer to Question #5.

#	Ref	Question	Answer
28		Are there any open mortgages on the real property?	The City is not aware of any mortgages on the real property.
29	Section 1.2	Section 1.2 states that City is expecting to receive market rate lease payments in addition to the associated energy savings for the airport? Typically PPA agreements use a \$1/year lease payment structure to provide site control to the solar owner/operator while keeping all of the host's benefits in energy savings. If the City is expecting market value for the land, the PPA discount proposal will be lower. Please confirm if this is the intention?	FAA requires the City to receive fair market value ("FMV") for the land necessary for this project. The FMV may be derived from the value of the savings from the PPA and the lease payments, but they must be separate as stated in Section 1.2. The combined value of the savings and lease payments must equal FMV. Per the example in the question, a \$1/year lease payment structure could be proposed as long as the proposer can demonstrate the airport receives FMV through savings.
30		From our preliminary review, the focus area of 10.25 acres is larger than required for a system that offsets 100% of PNEs electricity usage. Will the City accept lease agreements that define the lease premises as the only the area occupied by the solar system or do they want to lease all 10.25 acres?	Yes, the City will accept lease agreements only for the area occupied by the solar system.
31	Section 2.1	The RFP states that the City will finalize and execute project agreements by November of 2021 with expectations for Commercial operations beginning in March 2022. This is a 4-5 month development turnaround time from full project commitment. Can the City provide estimated timing expectations for the process to review and approve the required ordinance and grant a building permit for this project?	See answer to Question #23
32	Attachment L	Does the RFP require disclosure forms from both Prime and sub contractor participants in each proposal or only from the Prime?	Yes, Attachment L disclosure forms must be completed by both the Prime and any sub-contractor that participates in the proposal.
33		Do we need to obtain a Twit Card?	See answer to Question #20
34	Attachment B	What are the expectations for landscaping?	See Attachment B - Section titled, "Environmental and Sustainability Plan".

#	Ref	Question	Answer
35	Attachment K	Does the Prime only need to carry the insurance policy?	The Prime Contractor is fully responsible to the City for any sub-contractors working under the Prime Contractor. If a sub-contractor causes a loss to the City or suffers an accident or an injury, the City will look to the Prime Contractor. Prime Contractors should have all sub-contractors working for them carry insurance appropriate to the services they perform. Any further insurance issues will be addressed with the Successful Proposer.
36		Could a 2-week extension to the due date be granted to address the Q&A when released?	See answer to Question #26
37	Section 5.2.7	Termination for Airport Modifications – Can the City of Philadelphia terminate the project for Airport Modifications at any point (so long as 120 days’ notice is given), even if the project is in operation and providing electricity to PEA? Would Contractor receive any compensation for damages?	See answer to Question #5.
38	Section 3.1 And Attachment A	Has the “Proposed Land Release” shown in Attachment A and referenced in the RFP document been submitted to the FAA? What is the status of this request?	Yes, the land release process has been submitted to FAA and the process is ongoing. The City expects the land to be released for non-aeronautical uses prior to project construction.
39	Virtual Tour Link	Please provide a single line diagram and photos of the substation indicated in the RFP.	Yes, see single line diagram and substation photos added to the Virtual Tour Link.
40	Virtual Tour Link: Master Utility Drawings Folder	Please provide the locations of underground utility lines (water, gas, electrical) between the project site and substation.	Yes, see Master Utility Drawings added to the Virtual Tour Link.
41		Is the utility, PECO, aware of and anticipating this project?	PECO Energy is informally aware of the proposed project. The developer is responsible

#	Ref	Question	Answer
			for working with PECO to request interconnection rights.
42		Has the City talked with PECO on a plan for how this project will interconnect, and how it will interconnect to the Utility's substation to reduce the Airport's energy usage via net metering? If so, could you provide more details on those plans?	See answer to Question #41
43	Attachment A	Can you provide a map identifying the location of the 4kv PECO substation mentioned in the RFP?	See Attachment A. Text at the bottom of the map says "Substation".
44		Can you confirm the raised dirt mound covering a large portion of the designated site (as seen in the walkthrough video) is temporary and will be cleared by the airport prior to construction? If that is not the case, could you provide more information on the raised dirt mound?	See answer to Question #18
45	Attachment B	Per Attachment B, item "d" under "Proposer Information", could you clarify what you are looking for in terms of an "electrical interconnection plan"? Is the City looking for a single line diagram, or a narrative of our plan?	A narrative will be sufficient although you're welcome to submit additional technical details. Please include how and when the Proposer would request interconnection rights from PECO Energy (see answer to Question #41).
46	RFP Page 4 Summary And Attachment I	The RFP states on page four that the goal project size is 2,500-3,500 MWh/year, whereas the Attachment I bill summaries indicate a load of 2,300-2,400 MWh. Can PNE clarify the intended production goal of the system?	PEA's objective is to host a system that produces between 2,500-3,500 MWh per year.
47		Can PNE provide details on the proposed substation POI, such as voltage and amperage, as well as general details of the site's existing electrical infrastructure?	PNE substation is Eaton 15KV 1,200AF Main-Tie-Main vacuum CB's (Adjustable LSIG protection) operating at 4.16KV with SEL protective 351 relays for overcurrent/loss of phase/over voltage/under voltage. Incoming dual services to substation are PECO line 2380 & 2391 from PECO Ashton Road Distribution Yard. Power is transformer via 2-750KVA oil

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			filled transformers 13.2KV-4.16KV. There are 5-branch 1,200-amp CB's with 4 circuits occupied. There are 2, 1,200-amp 15KV spare CB's with protective relays each side of TIE CB. One back up emergency diesel generator 450KW 4160V 3-phase. Switchgear and generator PLC controlled. Detailed switchgear information can be provided to Successful Proposer.
48		Can PNE provide photos of the existing substation and/or a single-line diagram showing details of the substation and existing electrical infrastructure?	See answer to Question #39
49		Is a single-line diagram required with the bid response or is a narrative of the proposed arrangement sufficient?	See answer to Question #45
50		Can PNE provide greater detail on the site where the proposed array will be located, such as dimensions from existing property lines, buildings, runway, etc. Alternatively, can PNE provide a .dwg CAD file of the image provided on Attachment A?	See answer to Question #22.
51		If no CAD file can be provided, can PNE describe how the proposed site was determined?	Proposed site was selected from solar studies performed by Aviation.
52		The RFP document indicated that the proposed array location is currently not used. There however appears to be a barrier surrounding the path that leads from the runway and the central portion of the site. Can PNE describe this current use?	See answer to Question #18. Barriers are part of the stockpile area that will be removed prior to construction.
53		Given that the proposed area is within the airport boundary, can it be assumed that there is no public access to this area and no one other than airport employees would have access to this area?	No public access will be available to the site. Airport employees are able to escort appropriate personnel to the site as necessary.
54		If local code requirements and current electrical code do not require fence surrounding the proposed PV array, would PNE be open to no new fence being installed?	Yes, if current electrical code does not require a fence surrounding the PV array, a fence does not need to be installed.

#	Ref	Question	Answer
55	Virtual Tour Link: Attachment A-2	Parcel information obtained from local source: https://property-beta.phila.gov/#/?address=9800%20ASHTON%20RD , does not appear to match-up to the parcel line shown on Attachment A. Can PNE provide more detailed information on the parcel where the array is to be located and the bordering parcels?	The link provided is not PNE property. The 15-acre parcel is on PNE property. See answer to Question #17. See Attachment A-2 for coordinates of the property.
56	Attachment A and Virtual Tour Link: Attachment A-2	Can PNE specify what parcels are considered "airport property"? For example, the main airport address appears to be 9800 Ashton Rd, which does not appear to be considered "airport property" from available parcel resources.	See Attachment A and answer to Question #17. Attachment A-2, added to the Virtual Tour Link, provides coordinates of the property. Searching for the property as a City parcel will not work as it is not subdivided from PNE property.
57		Please provide detail on the primary distribution connection, voltage, and equipment?	See answer to Question #47.
58		Can you indicate the specific interconnection/tie-in point for the solar project?	The interconnection point will be at or near Loop Switch No.1 EMH P-20 or EMH P-19D. A fused sectionalizing switch rated 15KV 600 amp 3-phase will be required for system isolation if required. Loop Switch No.1 is approximately 500 LF of trenching from coordinate X:2734525.70, Y: 283021.56 found on Exhibit A-2. The EC will enter 1 or 2 existing EMH's with 4" diameter concrete encased PVC conduits and then utilize spare 4" existing concrete encased ductbank to PNE Main Substation. Utilize the spare 1 or 2 1,200-amp 15KV vacuum CB's at substation. New 1-set of 3-4/0 AWG Cu 15KV with No.4 ground would be required to transmit 2MW. The existing 3-#2 AWG Cu 15KV can only handle 140 amps or 1MW.

#	Ref	Question	Answer
59		Can you please detail the restoration plan for the site? It was mentioned on the call that the dirt mounds would be removed. Any other activities expected? Should we expect the site to be restored similar to the condition evidenced in the aerial image from 2019?	Dirt mounds will be removed, and no other activities expected. Site will be restored similar to aerial image from 2019.
60		What is the Fair Market Value of the 10.25 acres?	The FMV of the 10.25-acre parcel is \$.25/SF. The FMV owed to the City will be equal to the area occupied by the final solar array multiplied by \$.25/SF or \$10,890 per acre. Also, annual CPI increases, as applicable and 10-year rate re-evaluation.