

Salt River Project
Request for Proposals for
Solar Photovoltaic Energy and Renewable Energy Credits

I. Purpose and Scope

Salt River Project Agricultural and Improvement District (“SRP”) is interested in receiving competitive proposals from parties interested in providing renewable energy and associated Renewable Energy Credits (“RECs”) from solar photovoltaic facilities through power purchase agreements (“PPAs”), power purchase agreements with SRP buyout option, prepaid power purchase agreements or turnkey projects.

SRP is an agricultural improvement district organized under the laws of the State of Arizona, and provides retail electric service to more than 930,000 residential and business customers in and around the Phoenix metropolitan area. SRP serves the energy needs of its customers from generation that is produced with a diverse fuel mix that includes nuclear, coal, hydroelectric, natural gas, and renewable resources including solar, landfill gas, wind, and geothermal. SRP is rated AA by Standard & Poor’s Corporation and Aa1 by Moody’s Investors Services, Inc. and is headquartered in Tempe, Arizona.

SRP has a strong history of stewardship associated with the water and power resources it provides to the Salt River Valley and a strong commitment to the environment. In keeping with both of these traditions, it is SRP’s objective to expand its use of environmentally sensitive supply and demand side options, explore additional ways to displace the use of fossil fuels, and provide opportunities for the introduction of new technologies and ideas.

To accomplish these objectives, SRP’s Board of Directors adopted Sustainable Resource Portfolio Principles. This RFP seeks to obtain a portion of the sustainable energy needs set forth in those Principles.

II. Requested Proposal

SRP is interested in receiving proposals for utility-scale, ground mounted photovoltaic projects with a minimum capacity of 5 MWac up to a maximum capacity of 50 MWac. SRP has a preference for projects that can connect directly to SRP’s 12 kV distribution system (projects up to 20 MWac in size). SRP is seeking a total of up to 50 MWac with a commercial operation date of Q3, 2012 (first tranche) and a total of up to 50 MWac with a commercial operation date of Q3, 2013 (second tranche); provided however that in light of the uncertainty of an extension of the US Treasury Department’s grant in-lieu of the investment tax credit, SRP is interested in receiving proposals that will be able to take advantage of this benefit as part of the first 50 MWac tranche. All bids must include a proposal for a long-term (20 year) power purchase agreement (“PPA”). In addition, Respondents may also propose one or more of the following structures: PPAs with an early buyout option, PPAs with a prepay option, and proposals for the sale of the project to SRP at commercial operation (a “Turnkey Project”). Only projects utilizing

crystalline or thin-film photovoltaic panel type and fixed tilt or single-axis tracking will be considered. Detailed descriptions of these requested proposals can be found in Sections XIII and XIV.

III. Schedule

The RFP Process will proceed according to the following schedule:

- | | |
|---|---------------|
| 1. RFP Issue Date | June 7, 2010 |
| 2. Respondents' web conference | June 15, 2010 |
| 3. Pre-bid information due from Respondents | June 22, 2010 |
| a. Notice of Intent to Respond | |
| b. Executed Non-Disclosure Agreement | |

NOTE: Pre-bid information for proposals in response to Request A-1 or A-2 must be submitted by June 22, 2010. SRP prefers to receive the Pre-bid information for proposals in response to Request B by June 22, 2010 as well. However, entities that do not provide responses to Request A-1 or A-2 but wish to respond to Request B may submit their Pre-bid information by December 2, 2010.

Request A-1

- Proposals based on the US Treasury Department's grant in-lieu of investment tax credit

- | | |
|------------------|---------------|
| 1. Final Bid due | July 29, 2010 |
|------------------|---------------|

Firm bid price for a complete project including photovoltaic system (panel, rack, inverter, balance of system, installation, etc.), land, and interconnection cost. For the required 20 year PPA proposal the firm bid price for all bids must be expressed in \$/MWh with an annual rate of escalation, if any. In addition, those portions of the firm bid price covering the cost of land and covering the cost of interconnection must each be identified separately and expressed in \$/MWh with an annual rate of escalation, if any. The bid package must include evidence of site control and submittal of interconnection application. A non-refundable Bid Deposit of \$5,000 per project in the form of a cashier's check will be due with Respondent's Final Bid. A completed Credit Questionnaire (See Attachment D), a completed Project Questionnaire (See Attachment E) and a completed Bid Product Offer Table (See Attachment F) will be required with Respondent's Final Bid.

- | | |
|--------------------------|-------------------|
| 2. Finalist(s) selected | August 27, 2010 |
| 3. Complete negotiations | November 19, 2010 |

Request A-2

- Desired Commercial Operation Date (“COD”): Q3 2012

1. Initial Bid due July 29, 2010

Firm bid based on the photovoltaic system (panel, rack, inverter, balance of system, installation cost, etc.). For the required 20 year PPA proposal the firm bid price for all bids must be expressed in \$/MWh with an annual rate of escalation, if any. Respondents that are short-listed for the Final Bid process will be able to adjust their price in the second round to reflect cost of land and interconnection only. A non-refundable Bid Deposit of \$5,000 per project in the form of a cashier’s check will be due with Respondent’s Initial Bid. A completed Credit Questionnaire (See Attachment D), a completed Project Questionnaire (See Attachment E) and a completed Bid Product Offer Table (See Attachment F) will be required with Respondent’s Initial Bid.

2. Short list identified September 24, 2010

3. Final Bid due November 18, 2010

Final Bids will only be accepted from those Respondents that have been notified of being short-listed. Bid price must be firm. The firm bid price for all bids must be expressed in \$/MWh with an annual rate of escalation, if any. Those portions of the firm bid price covering the cost of land and covering the cost of interconnection must each be identified separately and expressed in \$/MWh with an annual rate of escalation, if any. Bid package must include evidence of site control and submittal of interconnection application, and comments to the PPA. .

4. Finalist(s) selected December 17, 2010

5. Complete negotiations April 29, 2011

Request B

- Desired COD: Q3 2013

1. Pre-Bid Information due December 2, 2010

Respondents that do not provide proposals in response to Request A-1 or A-2 but intend to provide proposals in response to Request B are encouraged to submit their Pre-Bid Information by June 22, 2010, but must submit their Pre-Bid Information by December 2, 2010.

2. Initial Bid due January 6, 2011

Firm bid based on the photovoltaic system (panel, rack, inverter, balance of system, installation cost, etc.). For the required 20 year PPA proposal the firm bid price for all bids must be expressed in \$/MWh with an annual rate of escalation, if any. Respondents that are short-listed for the Final Bid process will be able to adjust their price in the second round to reflect cost of land and interconnection only. A non-refundable Bid Deposit of \$5,000 per project in the form of a cashier's check will be due with Respondent's Initial Bid. A completed Credit Questionnaire (See Attachment D), a completed Project Questionnaire (See Attachment E) and a completed Bid Product Offer Table (See Attachment F) will be required with Respondent's Initial Bid.

3. Short list identified March 4, 2011

4. Final Bid due May 6, 2011

Final Bids will only be accepted from those Respondents that have been notified of being short-listed. Bid price must be firm. The firm bid price for all bids must be expressed in \$/MWh with an annual rate of escalation, if any. Those portions of the firm bid price covering the cost of land and covering the cost of interconnection must each be identified separately and expressed in \$/MWh with an annual rate of escalation, if any. Bid package must include evidence of site control and submittal of interconnection application, and comments to the PPA. .

5. Finalist(s) selected June 3, 2011

6. Complete Negotiations September 30, 2011

IV. Respondents' Meeting

SRP plans to conduct a web-based conference for interested Respondents on Tuesday, June 15, 2010 at 10:00 AM (MST). The purpose of the conference is to allow potentially interested Respondents the opportunity to ask questions and seek additional information or clarification about the RFP Process. To make the meeting as productive and informative as possible, Respondents are encouraged to submit any questions in writing to PVRFP@srpnet.com prior to the meeting. Instructions for signing onto the web-based conference will be posted on the RFP website (<http://www.srpnet.com/pv>).

V. Changes to RFP, Schedules and Addenda

SRP reserves the right to revise, suspend, or terminate this RFP Process and any schedule related to it at its sole discretion without liability to persons or entities responding to this RFP. SRP will communicate via the RFP website (<http://www.srpnet.com/pv>) regarding the status of this RFP Process, including any and all changes and addenda to this RFP or schedules.

VI. Credit Requirements

SRP will grant credit approval to a counterparty that meets SRP's minimum credit requirements and adheres to the terms and conditions of credit extension and collateral requirements.

VII. Master Agreement

For Respondents that submit a bid in response to Request A-1, a form of PPA will be provided to the Respondent or Respondents selected as a Finalist. For those Respondents that submit a bid in response to Request A-2 or Request B, a form of PPA will be provided to the Respondents that are identified on the short list.

VIII. Proposal Content and Submission Instructions

- a. By submitting an Initial Bid Proposal or a Final Bid Proposal in response to this RFP, the Respondent acknowledges and agrees that: (1) it has or will obtain the transmission necessary to effect delivery of the energy as set forth in a Proposal (if applicable); (2) its Firm Bid constitutes an "Offer" that shall remain irrevocable until the conclusion of SRP's evaluation process at which time SRP may select a Respondent with whom to finalize the terms of the transaction.
- b. Respondents should ensure that all information requested in the Checklist (see Attachment A) is included with the Initial Bid or Final Bid Proposal, as appropriate. Proposals that do not contain all required information or do not fully reflect the specifics of the Product Offer Table or checklist may not be considered at SRP's discretion. In addition to the required information, Respondents should include with their Proposals any information that may be needed for a thorough understanding or evaluation of their Proposals.
- c. Sealed Initial Bid and Final Bid Proposals must be submitted via hard copy, signed by a person with authority to bind the Respondent to all of the terms and conditions contained in the Initial Bid or Final Bid Proposal. In addition to the hard copy original of the Proposal, Respondent shall submit one additional hard copy and one electronic copy. ALL CONFIDENTIAL MATERIAL MUST BE CLEARLY MARKED AS CONFIDENTIAL. ANY MATERIAL NOT MARKED CONFIDENTIAL SHALL BE DEEMED TO BE NON-CONFIDENTIAL.
- d. Sealed Final Bid Proposals for Request A-1, including all exhibits, must be received on or before 1:00 PM (MST) on Thursday, July 29, 2010. Proposals received after this time will not be accepted and will be returned to Respondent unopened.
- e. Sealed Initial Bid Proposals for Request A-2, including all exhibits, must be received on or before 1:00 PM (MST) on Thursday, July 29, 2010. Proposals received after this time will not be accepted and will be returned to Respondent unopened.

- f. Sealed Initial Bid Proposals for Request B, including all exhibits, must be received on or before 1:00 PM (MST) on Thursday, January 6, 2011. Proposals received after this time will not be accepted and will be returned to Respondent unopened.
- g. The following address must be used for all Proposal responses whether hand delivered, sent by registered mail, by courier service or mailed by the U.S. Postal Service:

**Corporate Secretary – PAB215
SRP Central Mail Receiving Center
2727 E. Washington St.
Phoenix, AZ 85034-1403**

If hand delivered, please enter the west side entrance of the Facility on 27th Street.

- h. Bid Proposal Identification

The following information shall be provided clearly and conspicuously on the outside of the package or envelope containing the Proposal:

Response to Solar PV RFP, July, 2010 (or January, 2011)

Respondent's Name _____

- i. All Bid Proposals and exhibits become the property of SRP, and will not be returned.
- j. Proposal Correspondence

Respondents may request clarification of or ask questions concerning this Request for Proposal.

All correspondence should be addressed to:

pvrfp@srpnet.com

To ensure that all Respondents have access to the same information, questions received along with SRP's response will be posted to the RFP website (<http://www.srpnet.com/pv>). The identity of the Respondent asking the question will be withheld.

IX. Confidentiality

A Nondisclosure Agreement is included with this RFP (see Attachment C). Edits to the Nondisclosure Agreement will not be accepted. Two copies must be signed and submitted with

the Notice of Intent to Respond. Upon receipt, SRP will execute the Nondisclosure Agreement and return one copy.

X. Evaluation of Bid Proposals

Respondents should include with their Initial and Final Bid sufficient detail to evaluate all charges associated with the Bid Proposal(s). Respondents are advised that proposals from entities that meet minimum credit criteria will be evaluated considering a number of factors including the following: price; performance history of the specific equipment specified; efficiency and performance monitoring systems and programs to be included in the plant design and operation; equipment maintenance history and considerations; Respondent's previous solar photovoltaic development or related experience; Respondent's financial strength; product warranties and performance guarantees; and the Respondent's proposed project financing structure.

The evaluation process for Final Bids will include a review of interconnection and/or transmission access (including existing transmission contracts); project location; evidence of project site control; evidence that any necessary permits or authorizations will be obtained in sufficient time to meet the desired commercial operation date; and evidence of ability to finance construction of the project.

Respondents should identify if their offers are subject to any internal, governmental or third party approvals or any other conditions; specifically identify such approvals and conditions; provide the status of such approvals or conditions; and provide a schedule for receipt of such approvals satisfaction of such conditions.

SRP reserves the right to negotiate with a Respondent or with more than one Respondent. SRP reserves the right to reject any or all offers if SRP determines that such offers are not in the best interests of its customers. SRP's acceptance of any offer is subject to approval by SRP's Board of Directors.

Those Respondents that submit Proposals do so without legal recourse against SRP, its Board of Directors, management, employees, agents or contractors based on SRP's rejection in whole or part of their Proposal or for failure to execute any agreement tendered by SRP. SRP shall not be liable to any Respondent or to any other party, in law or equity, for any reason whatsoever relating to SRP's acts or omissions arising out of or in connection with the RFP.

Selection and elimination of Proposals and subsequent notification of Respondents at all stages of the evaluation will remain entirely at SRP's discretion. SRP's intent is to notify Respondents of those Proposals that are eliminated from further consideration under this solicitation within a reasonable amount of time, which will be determined by SRP in its sole discretion.

XI. Execution of Contracts

SRP reserves the right to determine the final contract instrument for this RFP. All agreements may be subject to approval by SRP's Board of Directors.

XII. SRP's Reservation of Rights

SRP RESERVES THE RIGHT AT ANY TIME, IN ITS SOLE DISCRETION, TO ABANDON THIS RFP PROCESS, TO CHANGE THE BASIS FOR EVALUATION OF PROPOSALS, TO TERMINATE FURTHER PARTICIPATION IN THIS PROCESS BY ANY PARTY, TO ACCEPT ANY OFFER OR TO ENTER INTO ANY DEFINITIVE AGREEMENT, TO EVALUATE THE QUALIFICATIONS OF ANY RESPONDENT OR THE TERMS AND CONDITIONS OF ANY PROPOSAL, AND TO REJECT ANY OR ALL PROPOSALS, ALL WITHOUT NOTICE AND WITHOUT LIABILITY OF SRP TO ANY RESPONDENT. SRP SHALL HAVE NO OBLIGATION TO CONSIDER ANY OFFER. SRP WILL NOT REIMBURSE RESPONDENTS FOR THEIR EXPENSES UNDER ANY CIRCUMSTANCES, REGARDLESS OF WHETHER THE RFP PROCESS PROCEEDS TO A SUCCESSFUL CONCLUSION OR IS ABANDONED.

XIII. Product Description

- a. SRP seeks Proposals for projects under a 20 year power purchase agreement (PPA). In addition, Respondents may also propose one or more of the following structures: 20 year PPA with early buy-out option, PPA with pre-pay, or a Turnkey Project offering
- b. SRP is requesting proposals for utility-scale, ground mounted photovoltaic projects with a minimum capacity of 5 MWac up to a maximum capacity of 50 MWac. SRP has a preference for projects that can connect directly to SRP's 12 kV distribution system (projects up to 20 MWac in size). SRP is seeking a total of up to 50 MWac with a commercial operation date of Q3, 2012 (first tranche) and a total of up to 50 MWac with a commercial operation date of Q3, 2013 (second tranche). In light of the uncertainty of an extension of the US Treasury Department's grant in-lieu of the investment tax credit, SRP is interested in receiving proposals that will be able to take advantage of this benefit as part of the first 50 MWac tranche.
- c. Only fixed tilt or single-axis tracking technology types will be considered.
- d. Only crystalline or thin-film photovoltaic panel types will be considered.
- e. For Bids responding to Request A-1, SRP will accept proposals for projects with a commercial operation date that reflects a project development schedule that allows

the project to qualify for the US Treasury Department's grant in-lieu of the investment tax credit.

- f. For Bids responding to Request A-2, SRP will accept proposals for projects with a commercial operation date between July 1, 2012 and September 30, 2012.
- g. For Bids responding to Request B, SRP will accept proposals for projects with a commercial operation date between July 1, 2013 and September 30, 2013.
- h. All proposals must include exclusive ownership by SRP of all renewable energy credits and "environmental attributes" associated with the energy generated by the proposed project.
- i. Bids must include all information requested in the Bid Product Offer Table (see Attachment F) and Checklist (see Attachment A)
- j. For Requests A-2 and B, successful Initial Bid Respondents will be invited to submit a Final Bid, including interconnection and land costs.
- k. Respondents are responsible for any interconnections, transmission service and electric losses up to the point of interconnection with SRP's electric system. All Final Bids will be required to identify and provide a description of those arrangements.

Attachment A

Submittal Checklist

Please make sure you have completed all items on the checklist list below:

Pre-Bid Information

Pre-Bid Information must be submitted as a single packet before 1:00 PM (MST), Thursday, June 22, 2010. Respondents that do not provide proposals in response to Request A-1 or A-2 but intend to provide proposals in response to Request B are encouraged to submit their Pre-Bid Information by June 22, 2010 as well, but must submit their Pre-Bid Information before 1:00 PM (MST), Thursday, December 2, 2010.

- ☐ Signed Notification of Intent to Respond (Attachment B)
- ☐ Two Signed Nondisclosure Agreements (Attachment C)

Pre-Bid Information may be returned by FAX to: 602-236-5469, ATTN: Stephen Mellentine, or by US mail, or overnight mail:

US Mail Delivery:

Salt River Project
ATTN: Stephen Mellentine
Response to Solar PV RFP
Mail Station ISB 669
PO Box 52025
Phoenix, AZ 85072-2025

Overnight Mail:

Salt River Project
ATTN: Stephen Mellentine
Response to Solar PV RFP
Mail Station ISB 669
1600 N. Priest Dr.
Tempe, AZ 84281-8100
Phone Number for FedEx Delivery:
602-236-2406

Bid Proposals

Final Bid Proposals for Request A-1 and Initial Bid Proposals for Request A-2 must be submitted before 1:00 PM (MST), Thursday, July 29, 2010.

Initial Bid Proposals for Request B must be submitted before 1:00 PM (MST), Thursday January 6, 2011.

Each Bid Proposal must be submitted **as instructed in Section VIII. g.** as a single sealed packet and must include the following:

- ☐ Cashier's Check in the amount of \$5,000 for each project submitted as part of the Bid Proposal.
- ☐ Completed Credit Questionnaire (Attachment D). If the information is different for each project submitted as part of the Bid Proposal then separate Questionnaire's are required for each project.
- ☐ Completed Project Questionnaire (Attachment E) for each project submitted as part of the Bid Proposal.

Attachment A
Submittal Checklist

- ❑ Completed Bid Product Offer Table (Attachment F) for each project submitted as part of the Bid Proposal.
- ❑ Any other pertinent information for proposal evaluation.

Attachment B
Response to Solar Photovoltaic Request for Proposal
Notice of Intent to Respond to Salt River Project

This form must be completed as part of the Pre-Bid Information which must be submitted as a single packet before 1:00 PM (MST), Thursday, June 22, 2010. Respondents that do not provide proposals in response to Request A-1 or A-2 but intend to provide proposals in response to Request B are encouraged to submit their Pre-Bid Information by June 22, 2010 as well, but must submit their Pre-Bid Information before 1:00 PM (MST), Thursday, December 2, 2010.

The undersigned respondent certifies that (he/she) has read this Request for Proposal, understands all terms, conditions and intends to submit a proposal in response to (check all that apply) ___ Request A-1; ___ Request A-2; ___ Request B.

Proposal by: _____
Transacting Entity

Street Address: _____

City State Zip Code

Mailing Address: _____

City State Zip Code

Phone Number: (_____)_____

FAX Number: (_____)_____

E-mail Address: _____

Signature: _____ Date: _____

Signed by: _____ Title: _____
Please Print

Attachment C
NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (this "Agreement") is executed this ____ day of _____, 2010, between Salt River Project Agricultural Improvement and Power District, a political subdivision of the State of Arizona ("SRP"); and _____, a _____ ("Company").

RECITALS

For the purpose of furthering a potential business relationship between them with respect to a utility scale photovoltaic project (the "Purpose"), SRP and Company (collectively, the "Parties" and individually each a "Party") have determined to establish terms governing the use and protection of certain information one Party ("Owner") may disclose to the other Party ("Recipient").

TERMS AND CONDITIONS

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. "Confidential Information" means information of an Owner, in whatever form transmitted, which relates to the above-identified subject matter, including business and technical information and data, or which, although not related to such subject matter, is nevertheless disclosed as a result of the Parties' discussions in that regard. In order to be considered "Confidential Information" all materials disclosed in tangible form must be marked with the legend 'confidential', or 'proprietary', or with similar legend.

2. Recipient may use Confidential Information of Owner only for the Purpose and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder to (i) its affiliates who agree, in advance, in writing, to be bound by this Agreement, and (ii) to its employees and consultants, and its affiliates' employees and consultants, who, in all such cases, have a need to know for the Purpose, and who are bound to protect the received Confidential Information from unauthorized use and disclosure.

3. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner; (iv) is developed independently by Recipient; or (v) is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law; provided, however, that the Recipient shall notify Owner, as soon as reasonably practical, of any order or request to disclose Confidential Information, or that such an order is being sought, or request has been made, so that the Owner may have an opportunity to take appropriate action to maintain confidential handling of such information.

Attachment C
NONDISCLOSURE AGREEMENT

4. Company understands that, as a political subdivision of the State of Arizona, SRP may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, et seq.).

5. Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall be and remain the property of Owner. All such information in tangible form shall be destroyed by the Recipient promptly upon Owner's written request and shall not thereafter be retained in any form by Recipient, except that one copy may be made and retained solely for monitoring continued compliance with this Agreement. No licenses or rights under any patent, copyright, or trademark are granted or are to be implied by this Agreement.

6. The Parties agree that, in the event of a breach or threatened breach of the terms of this Agreement, the Owner shall be entitled to an injunction prohibiting any such breach. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of money damages. The Parties acknowledge that Confidential Information is unique and that disclosure in breach of this Agreement will result in irreparable injury to the Owner.

7. Owner shall not have any liability or responsibility for errors or omissions in, or any business decision made by Recipient in reliance on, any Confidential Information disclosed under this Agreement.

8. This Agreement shall become effective as of the date it is signed by both Parties and shall automatically expire one year thereafter; provided, however, either Party may terminate this Agreement upon 60 days prior written notice to the other Party.

9. The obligations contained herein with respect to the Confidential Information shall survive and continue for a period of one year after expiration or termination of this Agreement.

10. The term "affiliate" means any person or entity controlling, controlled by, or under common control with a Party.

11. This Agreement may be executed in two or more original or facsimile counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

12. This Agreement: (i) is the complete agreement of the Parties concerning the subject matter hereof and supersedes any prior non-disclosure or similar agreements (whether oral or written) with respect to further disclosures of such subject matter; (ii) shall not be construed to create any obligation on the part of any Party to retain the services of or to compensate each other in any manner, except as may be set forth by a separate written agreement duly executed by the relevant Parties; (iii) may not be amended or in any manner modified except in writing signed by the Parties; and (iv) shall be governed and construed in accordance with the laws of the State of Arizona without regard to its choice of law provisions. Any action, suit or proceeding arising out of or relating to this Agreement shall be prosecuted in a court of competent jurisdiction in Maricopa County, Arizona, and the Parties irrevocably submit to the jurisdiction of any such court. Each Party hereby expressly waives any rights that it may have to

Attachment C
NONDISCLOSURE AGREEMENT

a trial by jury with respect to any suit or proceeding brought by or against it or any of its affiliates relating to this Agreement or the subject matter of this Agreement. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the date set forth above by its duly authorized representative.

Salt River Project Agricultural
Improvement and Power District

By: _____

Its: _____

By: _____

Its: _____

Attachment D

Salt River Project Request for Proposals

Response to Solar Photovoltaic Request for Proposal

Credit Questionnaire

This completed questionnaire must be received by SRP, if submitted as part of a Bid in response to Request A-1 or A-2, no later than 1:00 PM (MST), Thursday, July 29, 2010, or if submitted as part of a Bid in response to Request B, not later than 1:00 PM (MST) Thursday, January 6, 2011. It must accompany the other Bid information and returned by US mail, Courier/Federal Express/overnight mail or hand delivered to the locations listed in Section VII. g.

1. Please provide the transacting entity's legal name, address, credit and contract contact information.
2. Please provide a certified copy of the transacting entity's charter documents (articles of incorporation, articles of organization, etc).
3. Please provide a description of the transacting entity's legal structure along with an organizational chart.
4. Please indicate if the transacting entity is rated investment grade or higher by S&P or Moody's.
 - a. If not rated investment grade, is the transacting entity willing to obtain credit support in the form of a guaranty or similar instrument from an investment grade entity, or provide collateral in the form of cash margin, a letter of credit, or similar instrument, in order to cover its obligations under any such agreement with SRP?
5. Please attach or provide a link to the transacting entity's two most recent audited annual reports (if transacting entity is not-rated, or below investment grade, please provide those of the transacting entity's credit support provider).

Attachment D

Salt River Project Request for Proposals

Response to Solar Photovoltaic Request for Proposal

Credit Questionnaire

6. Please provide an explanation of the transacting entity's experience associated with utility scale energy projects and any utility scale installed solar projects.
7. Please provide biographies/background for the transacting entity's executive management and project team.
8. Please attach the transacting entity's board resolution or equivalent document authorizing this type of transaction.

Attachment E

Salt River Project Request for Proposals Response to Solar Photovoltaic Request for Proposal Project Questionnaire

This completed questionnaire must be received by SRP, if submitted as part of a Bid in response to Request A-1 or A-2, no later than 1:00 PM (MST), Thursday, July 29, 2010, or if submitted as part of a Bid in response to Request B, not later than 1:00 PM (MST) Thursday, January 6, 2011. It must accompany the other Bid information and returned by US mail, Courier/Federal Express/overnight mail or hand delivered to the locations listed in Section VIII. g.

1. Please discuss the Respondent's prior experience with the development, design, construction, and operation of utility-scale, ground mounted solar photovoltaic installations consisting of the technology and configuration proposed in this Proposal.
2. Please discuss how this project will be financed and the extent to which a source of financing has been secured.
3. Please discuss the extent to which Respondent will rely upon the partnership of others to complete this project. Please identify any partners that will be relied upon for the development, design, construction or operation of the proposed project and discuss their previous experience as well as the experience that Respondent has working with this partner(s).
4. Please identify the photovoltaic panel technology on which this proposal is based (i.e., crystalline, CdTe thin film).
5. Please identify the photovoltaic panel manufacturer.
6. Please discuss the maturity of this type of photovoltaic panel technology, its performance history and identify facilities currently in-service that use this technology and configuration.
7. Please identify the panel mounting structure type (i.e., fixed tilt or single-axis tracking).
8. Please identify the panel mounting manufacturer.
9. Please discuss the maturity of the mounting structure, its performance history, the maintenance expectations associated with this structure, and identify facilities currently in-service that use this structure.
10. Please identify the inverter manufacturer, model and size.

Attachment E

Salt River Project Request for Proposals

Response to Solar Photovoltaic Request for Proposal

Project Questionnaire

11. Please discuss the maturity of this inverter, its performance history, the maintenance expectations associated with this equipment, and identify facilities currently in-service that use this equipment.
12. Please discuss the efficiency and performance monitoring systems to be included in the project design and operation.
13. Please discuss the manufacturers' warranties on panels, inverters, mounting structures and tracking equipment, if applicable.
14. Please discuss the performance guarantee for the proposed project.

Attachment F

**Salt River Project Request for Proposals
Response to Solar Photovoltaic Request for Proposal
Bid Product Offer Table**