

The Dayton Power and
Light Company

Request for Proposals
("RFP")

For

Renewable Energy Resources

July 25, 2008

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The Dayton Power and Light Company (“DP&L”) is issuing the following Request for Proposals (“RFP”) to comply with the requirements of Ohio Senate Bill 221 as enacted by the General Assembly of the State of Ohio (“SB221”) and for other purposes. DP&L reserves the right in its sole discretion to update, supplement or amend to this RFP.

A Purpose

DP&L is seeking proposals leading to a supply portfolio that may include power purchase agreements, the acquisition of assets, and / or the acquisition of Renewable Energy Certificates (“RECs”), from Renewable Energy Resources (“RERs”) defined consistently with SB221 to include:

- Wind energy
- Solar photovoltaic or solar thermal energy
- Geothermal energy
- Fuel derived from solid wastes through fractionation, biological decomposition, or other process that does not principally involve combustion as defined in Section 3734.01 of the Ohio Revised Code
- Hydroelectric power
- Energy derived from biologically derived methane gas
- Energy derived from non-treated byproducts of pulping/wood manufacturing
- Fuel cells used in the generation of electricity
- A storage facility that will promote the better utilization of a renewable energy resource that primarily generates off peak power
- Distributed systems that would be owned by DP&L but sited at and used by a mercantile customer (as defined in SB221) to generate electricity

As used herein, RECs mean Green Tags or other similar designations that the State of Ohio may use in connection with the obligations imposed by SB221 with respect to RERs.

DP&L is seeking a minimum of 38,000 Megawatt-hours (MWh) of energy generated by RERs or RECs by the end of the calendar year 2009 which includes 625 MWh of solar photovoltaic or solar thermal (“Solar”) energy or RECs. By calendar year 2015, these requirements will continue to grow to 552,000 MWh RERs or RECs which includes 24,000 MWh of Solar energy or RECs. The approximate levels of annual RERs MWh needs are as follows:

MWh per Year Requirements

Power Type	2009	2010	2011	2012	2013	2014	2015
Solar energy	625	1,550	4,700	9,400	14,100	19,000	24,000
Total RERs	38,000	77,000	155,000	233,000	312,000	392,000	552,000

Bid proposals may be in the form of:

- (i) Power Purchase Agreement (“PPA”) (energy plus associated RECs and other ancillary services)
- (ii) Power Purchase Agreement with a buyout option
- (iii) Turnkey Construction Project (including the transfer of all rights to RECs)
- (iv) Sale and Purchase Agreement for RECs on a stand-alone basis (no energy, capacity, or other products)
- (v) Any combination of the above.

Bid participants (“Bidders”) should prepare offers with the understanding that the offer in one of the above forms may ultimately result in an agreement in a different form.

B Bidder Instructions

B.1 Project Detail

B.1.1 Contract Terms

The minimum acceptable contract term for any PPA is three (3) years.

DP&L prefers contract terms ranging from three (3) to seven (7) years.

Contract terms up to 20 years will be considered for all proposals.

B.1.2 Ohio Eligibility

Ohio SB221 requires at least 50% of the renewable energy purchased or generated by Ohio utilities to come from within the State of Ohio. DP&L will have a preference for RERs located within the State of Ohio, but all conforming proposals wherever sited will be evaluated.

B.1.3 Commercial Operation Date

DP&L will consider RERs with an in-service date of January 1, 1998 or later. DP&L will have a preference for RERs that are currently in-service or can be placed in service prior to the end of 2010, but all conforming proposals with later in-service dates will be considered.

B.1.4 Minimum Capacity

Qualifying Solar RER must have a minimum aggregated nameplate capacity of 250 KW, while other RERs must have a minimum aggregated nameplate capacity of 1 MW at the interconnection point between the RERs and the transmission/distribution grid.

B.1.5 REC Purchase

REC purchases will be considered from RERs that deliver energy into Ohio as part of this RFP.

B.2 Overview

B.2.1 Nothing contained in this RFP or otherwise shall be construed to require or obligate DP&L to select any proposals or limit the ability of DP&L to reject any or all proposals in its sole and exclusive discretion. DP&L further reserves the right to withdraw and terminate this RFP at any time.

B.2.2 The submission by a Bidder of a proposal to DP&L shall constitute the Bidder's acknowledgment and acceptance of all the terms, conditions and requirements of this RFP, including the terms of the form Certification and Indemnity Agreement attached hereto as **Exhibit C**.

- B.2.3** Subject to B.2.4, all proposals submitted to DP&L pursuant to this RFP shall become the exclusive property of DP&L and may be used for any reasonable purpose by DP&L.
- B.2.4** DP&L shall consider materials provided by Bidders in response to this RFP to be confidential only if such materials are clearly designated as “Confidential”. Bidders should be aware that their proposals, even if marked “Confidential”, may be subject to discovery and disclosure in regulatory, judicial or similar proceedings that may or may not be initiated by DP&L. Bidders may be required to justify the requested confidential treatment under the provisions of a protective order issued in any such proceedings. If required by an order of an agency or authority of competent jurisdiction, DP&L may produce the material in response to such order without prior consultation with the Bidder.
- B.2.5** Bidders shall be responsible for all costs and issues associated with submitting bids including but not limited to: contract negotiations; completion of the contract; all taxes, duties, fees and other charges associated with the delivery of capacity and energy under the contract; and compliance with all local, state, and federal laws that may affect the contract.
- B.2.6** DP&L anticipates that transmission access may be a factor in selection of the final bid(s). For purchased RERs, the delivery point shall be the DAY load zone within the PJM Interconnection (“PJM”) (“Delivery Point”) currently known as the DAY commercial pricing node in PJM, and all costs and coordination required for any applicable Transmission Service Requests to the Delivery Point shall be the responsibility of the Bidder.
- B.2.7** This RFP is seeking bid proposals for RERs that is counted and verified in terms of MWh or MW as defined in Section B.2.9.

B.2.8 DP&L does not presently have any land earmarked for RERs. Bidder should assume responsibility of necessary land procurement consistent with its proposal.

B.2.9 The RERs can be intermittent in nature; however, firm or dispatch-able supply may be assigned a capacity value in the review process. The bidder must commit either:

B.2.9.1 Fixed annual output MWh, or

B.2.9.2 Nameplate capacity of the project, forecasted annual output.

B.2.10 DP&L desires to diversify its supply portfolio and meet its obligations under SB221. DP&L is accepting bids from any and all RER options that meet the RFP criteria. DP&L seeks bid proposals that provide the greatest value to DP&L and its customers as determined by DP&L in its sole discretion. Value, for purposes of this solicitation may include, without limitation, price, reliability, and flexibility as to bid proposal structure and physical resource characteristics (delivery scheduling requirements, dispatch capability, etc.). The bid proposals that have greater value to DP&L and its customers may not necessarily be the lowest priced proposals.

B.2.11 Proposed transactions may be in the forms as described in Section A of this RFP.

B.3 *RFP Process Overview*

B.3.1 DP&L has designated an individual to manage the RFP process and to collect all internet communication from potential bidders as well as to provide uniform communication including updates and specific details as may be provided from time to time through this bidding process. Please

address all questions and communications to Shirish K. Desai at the following email address: Shirish.desai@dplinc.com

B.3.2 The RFP bid process will include the events as indicated on the schedule in **Exhibit A**. Following the release of the RFP, interested Bidders will be requested to submit a Notice of Intent to Bid form. Prior to a Bidder's submission of a Proposal, the Bidder must execute and then deliver to DP&L, at the address referenced in Section B.5.4, a Certification and Indemnity Agreement in the form attached hereto as Exhibit C. Submissions and Proposals will be screened and those that do not meet the requirements of this RFP may be rejected as non-conforming in DP&L's sole discretion. Bidders on any short list developed will be invited to begin negotiations of final details of the offers. Final evaluation of the offers, considering contract terms and transmission service requirements, will then be performed.

B.4 Notice of Intent to Bid Requirement

B.4.1 Each potential Bidder is requested to advise DP&L of its intent to submit a proposal by submitting a Notice of Intent to Bid ("NOIB"), attached hereto as Exhibit B. Exhibit B submittals may be faxed to the attention of Shirish K. Desai at 937-259-7250, or emailed to Shirish.desai@dplinc.com.

B.5 Deadline and Method for Submitting Proposals

B.5.1 Proposals must be submitted in the complete legal name of the party expecting to execute any resulting contract with DP&L.

B.5.2 All proposals submitted in response to this RFP must be received no later than September 12, 2008, as indicated on **Exhibit A**.

- B.5.3** DP&L in its sole discretion may not evaluate proposals received after the specified date relative to other proposals that are submitted on time. DP&L reserves the right to retain late filed submissions, however, and to evaluate them in its sole discretion.
- B.5.4** Bidders are required to provide three (3) bound sets of all documents, including exhibits, as part of its proposal. It is further requested that multiple proposals submitted by each Bidder be identified separately. A CD containing the required bid proposal energy profile must also be included. Data should be presented in a spreadsheet format as detailed in Exhibit D, Item C, Energy Profile. Proposals must be delivered to the following address:

The Dayton Power & Light Company
Attn: Shirish K. Desai
1065 Woodman Drive
Dayton, Ohio 45432
Phone 937-259-7310 (for overnight packages)

Only hard copies of the proposals, including the required CD, will be allowed. Emailed proposals will not be considered as meeting the time requirements for submitting responses.

B.6 Questions

DP&L requests that all questions concerning this RFP be submitted in writing to the email address indicated in Section B.3.1. Answers will be provided through written email correspondence. DP&L is not responsible for misinterpretations of the RFP.

Written questions will be accepted until seven (7) calendar days before the proposal submittal deadline.

It shall be the obligation of the Bidder to identify any conflicting statements, need for clarification, or omissions of pertinent data from the RFP before bids are due. Any questions not resolved by the deadline shall be identified in the proposal and a statement made as to the basis of the proposal.

B.7 Other Required Conditions

- B.7.1** Before executing a contract, Bidder's proposed RERs under the RER sale option must satisfy Reliability First/NERC Guidelines and the PJM Interconnection's ("PJM") resource adequacy and injection rights requirements for obtaining Network Integration Transmission Service under the PJM Open Access Transmission Tariff and for accreditation by the applicable NERC regional reliability council or successor organizations. Bidder shall provide DP&L with sufficient documentation necessary to demonstrate compliance with these requirements. Bidder will be required to submit generation interconnection applications to PJM for Feasibility, System Impact, and Facilities Engineering Studies and follow the PJM process to obtain generation interconnection rights.
- B.7.2** Bidders are advised that prior to DP&L signing a PPA or turn-key construction project agreement(s), the Bidder will be required to provide substantial evidence of credit assurance. All forms of credit assurance will be subject to approval by DP&L before DP&L enters into an agreement. The form and quality of credit assurance shall be subject to approval by DP&L, as applicable, prior to further negotiations.
- B.7.3** Proposals must be provided in the format outlined in Section C. The content of proposal(s) shall be subject to the requirements of this RFP. DP&L requests that all exhibits, documents, schedules, etc. submitted as a part of a proposal be clearly labeled and organized in a fashion that facilitates easy

location and review. All proposals must conform, as applicable, to the requirements within this RFP.

B.7.4 Any Production Tax Credits associated with the RERs will be the property of the Bidder.

B.7.5 DP&L will take title to all RECs and all environmental attributes, including carbon reductions or carbon credits, associated with the RER sale option.

B.7.6 DP&L may require Bidder to obtain REC certification through a mutually agreed upon third party.

B.8 Requirements of Transmission

B.8.1 The Bidder should indicate the interconnection point for existing RER.

B.8.2 With respect to the RER option, the proposal will also be screened based on the current or anticipated congestion and losses associated with transmission of power to the Delivery Point.

B.8.3 Bidders will be required to submit generation interconnection applications to PJM for Feasibility, System Impact, and Facilities Engineering Studies and follow the PJM process to obtain generation interconnection rights.

B.8.4 All RERs must be able to deliver energy to the PJM or MISO transmission grid and be qualified as energy that can be shown to be deliverable into the State of Ohio as defined by OH SB221. If the RER is not currently located on the PJM or MISO grid, it is the responsibility of the bidder to identify transmission service providing delivery and account and pay for any fees.

B.8.5 Associated energy shall be scheduled as needed with the maximum flexibility allowed for the effective period of the associated contract.

C Proposal Organization

All Proposals should include the following minimum components in the order provided:

C.1 *Executive Summary*

An “executive summary” is required showing the highlights and special features of the proposal. The executive summary should clearly state the number and types of proposals being submitted by the bidder.

C.2 *Statements*

C.2.1 A statement from the Bidder must be provided clearly indicating the time period during which the proposal will remain effective.

C.2.2 A Certification and Indemnity Agreement in the form attached hereto as **Exhibit C** must be executed by an authorized representative of Bidder and delivered to DP&L prior to Bidder’s submission of a proposal.

C.3 *Contract Terms*

A comprehensive listing and description, including a rationale if warranted, of all contract terms and conditions that the Bidder would seek during contract negotiations is required.

C.4 *Proposal Limitations*

A listing of any economic, operational or system conditions (including sensitivities to anticipated dispatch levels) that might affect the Bidder’s ability to deliver energy as offered.

C.5 *Relevant Experience*

A description of the Bidder's transaction experience with similar products and transactions as well as references for similar transactions.

C.6 *Price Proposal*

Information on the cost of the product or acquisition price must be provided. Information shall be included as discussed in Section D.1.

C.7 *Term Sheet*

C.7.1 Power Purchase Agreement

Information on the product cost of energy and other information shall be provided as per the sample Term Sheet contained in Bidder Response Package – Exhibit D. Power Purchase Agreement proposals shall provide a fixed price per unit of energy and all associated RECs for their proposed term including the cost for all losses, congestion costs, ancillary services, transmission delivery fees, PJM or other associated fees, taxes, duties, and any other costs associated with the furnishing of the associated energy to the proposed Delivery Point. For consideration in the evaluation process, proposals must contain a statement that all such fees have been included in the proposed price.

C.7.2 Option to Buy Asset or Turn-key Construction

Information shall include, as applicable, full purchase price and a lump sum amount stated in the year of project closure.

C.7.3 Stand-alone Agreement for RECs

Proposals shall include the price, term, quantity, and source of RECs.

D Proposal Pricing Requirements

For consideration in the evaluation process, proposals must contain the information outlined in this section and any applicable information as specified in **Exhibit D**.

D.1 Price Structuring

Proposals must provide a detailed description of the pricing terms and conditions. For consideration in the evaluation process, proposals must contain the information outlined in the following paragraphs, as applicable.

D.1.1 Contract Purchase

The Bidder must demonstrate that it has the requisite regulatory authorization to make the transactions contemplated by its proposal.

D.1.1.1 The fixed price per unit of energy and associated RECs for the bid shall be provided for each year of the agreement.

D.1.1.2 Proposed energy and associated RECs rates shall include all fuel, start up, losses, ancillary services, transmission and other charges associated with delivery to designated Delivery Point.

D.1.1.2.1 The Bidder shall provide the initial energy rate and applicable formula for escalation, if any, with proposed indices or a schedule of energy rates for the proposed contract term.

D.1.1.2.2 The actual hourly delivered energy in any month, shall be determined in accordance with the metering procedures as set forth in the contract which will be negotiated between DP&L and the successful Bidder.

D.1.1.3 As applicable, the Bidder's proposal should include all formulae that will be used to calculate the full energy rate, or any other rate that the Bidder may specify, with all its respective components well defined. A sample calculation illustrating the application of each formula is also required.

D.1.1.4 The Bidder must provide a printed schedule projecting for each contract year, quarter, or month, as appropriate, depending upon how frequently the Bidder's rate(s) or its respective components will be updated, for the full term of the proposed contract of the following:

D.1.1.4.1 It is the Bidder's obligation to provide sufficient explanatory information to allow DP&L to replicate this schedule.

D.1.1.4.2 Projections of any independent variables that are to be used in the calculation of payments

D.1.2 Bidders may offer to sell all or a share of an ownership interest in a new or existing RER, provided that the resource has an in-service date of January 1, 1998 or later. The payment for such an equity purchase would be subject to negotiation. The Bidder must demonstrate that it has the requisite authorization to make an offer and sale for an equity purchase in the facility represented in its proposal.

E Proposal Evaluation and Contract Negotiations

E.1 Screening

E.1.1 Proposals submitted by the deadline, will be reviewed for completeness and responsiveness.

E.1.2 Proposals will be evaluated based on but not limited to: price, transmission feasibility, economic analysis, cost of delivery, contract extension options, bidder's relevant experience and reputation, or other evaluation criteria. The short list will be developed based upon the results of this initial analysis.

E.1.3 DP&L may request that a Bidder provide additional information or clarification to its original proposal. DP&L shall make such requests via email and will also specify a deadline for compliance. Failure to provide the requested information or clarification by the deadline could result in the disqualification of the proposal.

E.1.4 DP&L may select any number of proposals for further consideration. Further, DP&L may at any time withdraw and terminate this RFP, in its sole and exclusive judgment, as it deems appropriate.

E.2 Short List Development

E.2.1 During the evaluation process, DP&L may choose to initiate discussions with one or more Bidders and to obtain refreshed pricing. For purposes of this RFP, discussions shall simply indicate DP&L's interest in a particular proposal and its desire to obtain from the Bidder additional detailed information that may not necessarily be contained in the proposal. Discussions with a Bidder shall in no way be construed as commencing "negotiations" with a Bidder. DP&L intends to use such discussions as a method of reducing the number of proposals to those, if any, that it determines warrant further evaluation and, possibly, contract negotiations. If DP&L intends to initiate discussions, it will notify the Bidder of such intention and require the Bidder of such proposal to confirm, in writing, the offer and representations contained in its original proposal.

E.2.2 DP&L will verify all RERs on the short list for interconnection, congestion and feasibility of transmission at the cost of the Bidder.

E.3 Contract Negotiations

- E.3.1** The Bidder will be notified in writing of DP&L's interest in commencing contract negotiations with that Bidder. The commencement of and active participation in such negotiations shall not be construed as a commitment from DP&L to execute a contract. If, however, a contract is successfully negotiated, it shall not be effective unless and until fully executed by DP&L in accordance with its procedures and any and all required regulatory approvals have been received to DP&L's satisfaction.
- E.3.2** DP&L reserves the right at any time, including during the contract negotiations, at its sole discretion, to terminate or, once terminated, to resume negotiations with a Bidder.
- E.3.3** DP&L intends that any agreement entered into will include a regulatory review provision that will provide that if, in DP&L's sole judgment and discretion, the regulatory treatment of the agreement is unacceptable, then DP&L may without liability terminate the agreement unilaterally or propose a mutually-acceptable modification to the agreement.
- E.3.4** DP&L may require that certain provisions be included in its contracts. Such provisions may include, but are not limited to: representations and warranties by Bidder, including, those relating to the adequate financial assurance of Bidder (depending on the financial means and historical performance of the Bidder) and compliance by Bidder with all applicable laws; indemnification by Bidder; Bidder's events of default and payment of liquidated damages for non-performance; ability of DP&L to reassign its entire rights, or a portion thereof, under the contract to another party; ability of DP&L to terminate or modify the agreement without liability if the agreement does not receive appropriate regulatory treatment.

E.3.5 This RFP contains general guidelines and requirements for developing and submitting proposals. Nothing herein shall be construed to bind DP&L. A fully executed and effective contract will govern the relationship between and responsibilities of the parties.

E.3.6 The costs for responding to the RFP are the sole responsibility of the Bidder.

Exhibit A
RFP Schedule

The schedule as outlined below and referred to throughout this document is based on DP&L's expectations as to the release date of this RFP.

Release of RFP	7/25/2008
Notice of Intent to Bid	8/15/2008
Proposal Submittal Deadline	9/12/2008
Initial Selection of Shortlist	TBD
DP&L and Select Bidders negotiate and execute Agreements pending Regulatory Approval; DP&L submits Agreements for Approval	TBD

DP&L reserves the right to extend or otherwise modify any portion of the schedule or terminate the RFP process at its sole discretion. All parties that have submitted an Notice of Intent to Bid as described in Section B.3 will be notified in writing of any changes to the schedule that occur prior to completion of the evaluation phase.

**Exhibit B NOTICE OF INTENT TO BID
Requested to be received by August 15, 2008**

CONTACT INFORMATION			
Company/ Proposed Technology			
Type of Proposal			
Expected Annual Output MWh By Technology			
Contact:			
Name			
Title			
Telephone / Fax			
E-mail			
Mailing Address			
Signature of Respondent		Date	

The Dayton Power & Light Company:

Attn: Shirish K. Desai

1065 Woodman Drive

Dayton, Ohio 45432

Fax: 937-259-7250

e-mail: Shirish.desai@dplinc.com

Exhibit C
Certification and Indemnity
Agreement

THIS CERTIFICATION AND INDEMNITY AGREEMENT ("Agreement") is made and entered into by and between The Dayton Power and Light Company (DP&L") and [Supplier Must Input Full Legal Name Here]_____ ("Supplier").

WHEREAS, Supplier intends to submit or has submitted one or more Proposals to DP&L (collectively, and including any changes, updates, supplements, or other modifications thereto, the "Proposal") in response to DP&L's Request for Proposals for Renewable Energy Resources dated July 25, 2008 (including any changes, updates, supplements or other modifications thereto by DP&L, the "RFP"), and seeks or will seek DP&L's consideration of the Proposal, and

WHEREAS, the RFP provides general guidelines for the development and submission of such Proposal and entails the evaluation of such Proposal on the basis of its individual characteristics, as assessed by DP&L in its sole discretion, and

WHEREAS, DP&L will rely on the information set forth in the Proposal when making its assessments and determinations.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

A. Supplier hereby certifies, represents and warrants to DP&L as follows: (i) The Supplier understands that DP&L will rely on the representations and other information contained in the Proposal and this Agreement in its evaluation and consideration of proposals submitted pursuant to the RFP; (ii) The Supplier further understands that its inability to substantiate and verify any such representation or other information may result in the termination of further consideration and/or evaluation of Supplier's Proposal; (iii) All such representations and other information made in the Proposal are true and accurate to the best of the Supplier's knowledge and belief and Supplier, DP&L and the DP&L Parties (as defined below) are permitted and authorized to use all of the information in the Proposal; and (iv) this Agreement constitutes a legal, valid and binding obligation of the Supplier and the Supplier has the full right, power and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

B. The Supplier agrees that:

(i) Supplier shall indemnify and hold harmless DP&L and its respective subsidiaries, affiliates, successors and assigns, and each and every one of their respective past, present, and future officers, directors, trustees, employees, shareholders, executors, administrators, successors, agents, and assigns, as well as the heirs, executors, administrators, successors, and assigns of the foregoing, (collectively, the "DP&L Parties") from and against any and all manner of past, present, or future claims, demands, disputes, controversies, complaints, suits, actions, proceedings, allegations, loss, damage, cost, and expense (including court and regulatory costs and reasonable attorney and expert fees) which in any manner relate to, arise out of, or result from any false or misleading statement in the Proposal or breach of any agreement, covenant, certification, warranty, or representation set forth in this Agreement by the Supplier.

(ii) All information in the RFP is provided “AS IS” and DP&L disclaims all guaranties, representations, and warranties (both express and implied) relating to or in connection with any and all information contained in the RFP, including, without limitation, the accuracy, completeness, timeliness, use, and/or suitability of such information. DP&L and the DPL Parties shall not be responsible or liable for any damages (in contract, tort, or otherwise) arising out of, related to, or in connection with any action or inaction by DP&L or any of the DP&L Parties with respect to the RFP process (including, without limitation, DP&L’s consideration and decision with respect to any proposal or the withdrawal, modification or termination of the RFP) or with any information contained in the RFP (including, without limitation, the accuracy, completeness, timeliness, use, and/or suitability of such information). Supplier shall not bring, maintain or support any action or proceeding (in law, equity or otherwise) against DP&L or any of the DP&L Parties arising out of, relating to, or in connection with any action or inaction by DP&L or any of the DP&L Parties with respect to the RFP process (including, without limitation, DP&L’s consideration and decision with respect to any proposal or the withdrawal, modification or termination of the RFP) or with any information contained in the RFP (including, without limitation, the accuracy, completeness, timeliness, use, and/or suitability of such information).

C. If the Supplier transfers (by operation of law or otherwise) the ownership, or an interest therein, in the Supplier's rights, interests or property, whether real or personal relating to Supplier's Proposal, the Supplier warrants that such transfer shall be pursuant to a transfer agreement that, and the transferee, shall provide DP&L and the DPL Parties with the rights, indemnification, and degree of protection at least equivalent to that afforded them under this Agreement.

D. This Agreement shall be governed by the laws of the State of Ohio (without regard to its conflicts of laws principles) and each of the parties to this Agreement hereby submits to the exclusive jurisdiction and venue of the federal and state courts located in Montgomery County, Ohio. Supplier shall not assign or delegate any or all of its obligations under this Agreement without the prior written consent of DP&L. If any term or provision of this Agreement or the application thereof is held by an authority of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall in no way be effected, impaired or invalidated, and such invalid, void or unenforceable term or provision shall be modified by such authority and enforced to the fullest extent permitted by applicable law consistent with the intent and terms and provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Each of the parties to this Agreement, by a duly authorized representative, has executed this Agreement. This Agreement shall be effective as of the date first executed by any party.

[Supplier Must Input Full Legal Name Here]

By:
Title:
Date:

The Dayton Power and Light Company

By:
Title:
Date:

Exhibit D

Bidder Response Package

A. General Information

Project Name: _____

Project Location: _____

Offer Type (PPA or Sale/Purchase): _____

Project Status: (New or existing) _____

Project Term (Start/Stop): _____

Technology: _____

Electrical Interconnection Location (Interconnection type, transmission or distribution line)

Delivery: DAY Zone in PJM Interconnection

Term:

Brief project Description (include proposal overview, Renewable Energy Resource status, expected facility life, general description of agreements or rights in place, facility size, type, and manufacturer of technology, Renewable Energy Resource developer experience, and environmental benefits of Renewable Energy Resource):

B. Operational Information

Net Capacity (based on summer peak conditions):

(At minimum aggregated of 250 KW for Solar RER, while 1 MW minimum aggregated for other RERs)

Baseload/Intermittent/Peaking: _____

Dispatchable/Nondispatchable (must take): _____

Expected Capacity Factor: _____

Primary Fuel Source: _____

Secondary Fuel Source: _____

Availability (%): _____

Heat Rate (BTU/KWh(HHV)): _____

Forced Outage Rate (%): _____

Minimum Run Time (hrs): _____

Minimum Down Time (hrs): _____

Planned Outage Rate (%): _____

C. Energy Profile

Please provide a generation profile forecast (for a typical year) of each month's average-day net output energy production, stated in MW by hour and month.

Month	<u>0100</u>	<u>0200</u>	<u>0300</u>	<u>0400</u>	<u>0500</u>	<u>0600</u>	<u>0700</u>	<u>0800</u>
Jan								
Feb								
Mar								
Apr								
May								
Jun								
Jul								
Aug								
Sep								
Oct								
Nov								
Dec								
Month	<u>0900</u>	<u>1000</u>	<u>1100</u>	<u>1200</u>	<u>1300</u>	<u>1400</u>	<u>1500</u>	<u>1600</u>
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Nov								
Dec								
Month	<u>1700</u>	<u>1800</u>	<u>1900</u>	<u>2000</u>	<u>2100</u>	<u>2200</u>	<u>2300</u>	<u>2400</u>
Jan								
Feb								
Mar								
Apr								
May								
Jun								
Jul								
Aug								
Sep								
Oct								
Nov								
Dec								

D. Pricing Information:

a. Power Purchase Agreement (PPA)

Energy Pricing (\$/MWh) _____

Energy Price Escalation/year (% or index) _____

Energy Pricing year _____

b. Sale/Purchase

Capital Cost: _____

Closing Date: _____

Primary Fuel Source: _____

Primary Fuel Pricing: _____

Secondary Fuel Source: _____

Secondary Fuel Pricing: _____

Variable O&M (\$/MWh): _____

Start Cost (\$/turbine/start): _____

Fixed O&M (\$/MW-yr): _____

c. REC Only Sale

Contract Year Beginning:

Contract Year End:

REC Price (\$/MWh):

2009:

2010:

2011 :

2012:

2013:

2014:

2015:

Additional Years as required:

d. Tax Credits

Does the bid factor in tax credits? (Yes/No):

If yes, please list

Applicable tax credits:

(Federal, State, Local):

In the absence of any tax credits, by what amount will the first-year energy price increase?

Energy Pricing (\$/MWh):