



TEA  
THE Energy Authority

SOLAR ENERGY RESOURCES  
REQUEST FOR PROPOSAL

PREPARED FOR  
CITY OF DOVER  
ELECTRIC DEPARTMENT



**MARCH 20, 2024**  
CONFIDENTIAL & PROPRIETARY

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## PART 1. INTRODUCTION

### 1.1 COMPANY BACKGROUND

The City of Dover Electric Department (Dover or The City) is a city-owned utility system in Dover, Delaware. The electric department is responsible for the reliability of the electric system as well as the engineering, construction, and maintenance of the electric infrastructure.

In its role as an electric provider, Dover covers 75 square miles and serves approximately 25,000 customers, the largest of which include Dover AFB, Kraft-Heinz, Edgewell Personal Care, Delaware State University, Bay Health/Kent General, and Dover Downs. It is a member of the PJM Interconnection Regional Transmission Organization (PJM). The City counts the 43 MW Van Sant generation station among its resources, which it is seeking to augment following the retirement of McKee Run in 2021.

### 1.2 PURPOSE OF RFP

Dover is seeking proposals to augment its generation resources for full attribute solar power purchase agreements (PPA) with a near-term commercial operation date (COD). Dover seeks to procure energy, capacity, and renewable energy credits (REC) that qualify as solar renewable energy credits (SREC). Dover is seeking projects that can deliver capacity into the DPL-South zone. Key tenets of project consideration are project viability, price, congestion risk, and deliverability.

### 1.3 RFP CONTENTS

As a trusted Public Power affiliate, The Energy Authority (TEA) is the acting facilitator of this Request for Proposals (RFP).

This RFP includes a description of the request, an outline of the solicitation process, relevant dates, contact information, and proposal submission requirements. All Proposals submitted in response to this RFP must be submitted to [DoverRFP@teainc.org](mailto:DoverRFP@teainc.org).

Respondents to this RFP (Respondent) must follow the instructions provided herein in the preparation and submittal of their Proposals.

## PART 2. PROJECT DETAILS

Detailed Requirements	Long-term Product
MW / MWh	Up to 100 MW
Term	Up to 20-year PPA with no escalator preferred.
Resource Type	Standalone solar or solar plus storage
Delivery / In-service date	2026

Product Type (energy, cap, REC's)	Energy, capacity, ancillary services, and bundled RECs (inclusive of SRECs)
Delivery point preference	Dover, West Hub
Project location	DPL-South
Interconnection characterization	Fully deliverable

## PART 3. ELIGIBLE PROPOSALS

Proposals to sell solar energy, capacity, ancillary, and all renewable attributes under a PPA, ownership, or structured contract are eligible for consideration under this RFP.

## PART 4. PROPOSAL REQUIREMENTS AND SUBMISSION PROCEDURE

### 4.1 GENERAL

All Proposals must satisfy eligibility requirements set forth in the RFP and be submitted in accordance with the instructions of this RFP to be considered for evaluation.

### 4.2 PROPOSAL DOCUMENTS

Within this RFP, "Proposal Documents" include all documents attached to this RFP and other appended or related data; these may be amended or supplemented from time to time. The Proposal Documents are complementary, and the Respondent must consider anything specified by one and not by the others as binding as though specified by all. In the case of a conflict between the various documents and any supplemental information, the stricter interpretation, as determined by Dover, will govern.

### 4.3 APPLICABLE REQUIREMENTS TO PROPOSALS

The following requirements apply to all Proposals. Additional requirements are included in subsequent sections.

- Proposals and pricing must be provided for a target Project in-service date according to Section 6.3. The Respondent must identify the schedule milestones required from Dover and regulatory processes to facilitate the quoted Project in-service date. If project viability requires a signed PPA to meet interconnection project readiness deadlines, please include all relevant deadlines.
- Proposals must provide firm pricing for the delivery of energy at the Project interconnection location.
- Proposals must comply with all applicable federal, state, and local laws and regulations.
- Proposals must outline considerations associated with potential economic and reliability curtailments.
- Significant evaluation criteria include project viability, price, vendor history, equipment performance, and performance guarantees.

### 4.4 CREDIT REQUIREMENTS

The Respondent must be able to satisfy Dover's credit standards to ensure the Respondent has adequate financial capability. Dover requires qualified Respondents to possess either an investment grade long-term, senior unsecured debt rating (S&P / Fitch BBB- or above; Moody's Baa3 or above) or sufficient security to cover their anticipated delivery obligations under any Agreement, as defined below, entered into as a result of this RFP process. If the Respondent is unable to satisfy the foregoing credit standards, they may designate a Credit Support Provider/Guarantor, and if the Credit Support Provider/Guarantor is satisfactory to Dover, the Respondent will be deemed to have satisfied Dover's credit standards. The quality of credit of the proposed Credit Support Provider/Guarantor will be evaluated under the same standards as that of the Respondent.

Execution of an Agreement under this RFP is conditional upon full satisfaction of any Dover credit support requirements. Dover reserves the right to require additional credit standards and to review and evaluate the quality of credit of each Respondent and Credit Support Provider/Guarantor in addition to adjusting, as necessary, in the application of the foregoing standards.

#### 4.5 COST OF RESPONDING

Respondent will bear all costs associated with the preparation and submission of its Proposal. Neither Dover, its affiliates, nor any agent of Dover will be responsible or liable for any costs, regardless of the cost or outcome of the proposal process.

#### 4.6 DISCLAIMER

Respondent is responsible for examining the complete Proposal Documents and any subsequently issued RFP addenda and for analyzing all RFP requirements that might affect the cost of the Project or performance of any part of the work to be completed in connection with the Project. Failure to do so will be at the sole risk of the Respondent, and no relief will be given for errors or omissions resulting therefrom.

#### 4.7 RESPONDENT'S REPRESENTATION

By submitting a Proposal, each Respondent represents that they have read and understood the Proposal Documents and are familiar with the local conditions under which the work is to be performed. By responding to this RFP, Respondent agrees to disclose any sale or transfer of an interest in or to a proposed project referenced in a Proposal.

#### 4.8 REQUIRED APPROVALS

Each Proposal must state that the Respondent has obtained all necessary internal approvals prior to the submission of the Proposal.

#### 4.9 PROPOSAL SUBMITTAL

Respondents must submit Proposals via TEA's RFP Marketplace (<https://rfpmarketplace.teainc.org/>). The RFP Marketplace will accept Proposals, including all exhibits and forms, until 5 pm Eastern Prevailing Time on the RFP response due date. The solicitation will close at this time and will be unable to accept Proposals. All Proposals will become the property of Dover and will not be returned to the Respondent.

#### 4.10 CLARIFICATIONS

Dover may request clarification or additional information during the RFP evaluation process about one or more items in a Respondent's Proposal. Such requests will be sent via email through the [DoverRFP@teainc.org](mailto:DoverRFP@teainc.org) email address to Respondents, who will be required to provide an electronic response via the [DoverRFP@teainc.org](mailto:DoverRFP@teainc.org) email address within five business days. If the Respondent fails to do so, Dover may deem the Respondent to be non-responsive and either suspend or terminate the evaluation of the Proposal. Respondents may provide an alternate point of contact to ensure a timely response to clarification questions.

#### 4.11 WITHDRAWAL OF PROPOSAL

A Respondent may withdraw a Proposal, either personally or by written request, at any time prior to the deadline for RFP responses.

#### 4.12 CONFIDENTIALITY AND COMPLIANCE

All information provided to Dover as part of this RFP may be subject to applicable disclosure requirements under Delaware laws. Dover will take reasonable precautions and use commercially reasonable efforts to protect any claimed proprietary and confidential information contained in a Proposal, provided that such information is clearly identified by the Respondent as "PROPRIETARY AND CONFIDENTIAL MATERIAL." Notwithstanding the foregoing, Dover, in its sole discretion, may release such information: (1) to any external contractors for the purpose of reviewing responses, but such contractors will be required to observe the same care with respect to disclosure as Dover; (2) to others who have a need for such information for purposes of evaluating the RFP and the responses or the RFP process, including but not limited to Dover directors, management, employees, agents, or contractors, and other parties, their consultants and/or agents; or (3) if Dover is requested or compelled to disclose such information (or portions thereof) (i) pursuant to subpoena or other court or administrative process, (ii) at the express direction of any agency with jurisdiction over Dover, or (iii) as otherwise required by law, including state open records laws. If Dover determines that the release of such information will be made under one of the circumstances set out in subsection (3) above, Dover will provide Respondent with written notice to the extent practicable; provided, however, Dover shall have no duty or obligation to the Respondent to withhold such information or take legal steps to protect the information from disclosure. Under no circumstances will Dover or any of its directors, management, employees, agents, or contractors be liable for any damages resulting from the disclosure of the Respondent's claimed proprietary and confidential information during or after the RFP process. By submitting a response to this RFP, the Respondent acknowledges and agrees to the requirements in this provision concerning confidentiality.

#### 4.13 COLLUSION & CONFLICTS

By submitting a Proposal to Dover in response to this RFP, Respondents certify that they have not divulged, discussed, or compared its Proposal with other Respondents and have not colluded whatsoever with any other Respondent or parties with respect to its Proposal or other Proposals.

## PART 5. PROPOSAL FORMAT AND CONTENTS

This section outlines the content and format requirements for all Proposals submitted in response to this RFP. Unless Dover, at its sole discretion, elects otherwise, proposals that do not include the information requested in this section will be ineligible for further evaluation. Dover reserves the right to conduct any further due diligence it considers necessary to fully understand and evaluate Proposals prior to entering into any Agreement.

A complete Proposal will include the following components:

- Executive Summary
- Form attachments (as necessary to elaborate on Proposal Form information)
- Any additional electronic data or narrative discussion
- Corporate credit rating as determined by Moody's, Fitch, or S&P; or 2 years of financial statements if unrated by those agencies
- 2 years of financial statements (audited preferred)

### 5.1 EXECUTIVE SUMMARY

The Executive Summary should briefly describe the Respondent, the Project(s) or resource(s) that are part of the Proposal, the capacity amount, timing, and term of the Proposal, and key highlights of the pricing and terms of the Proposal.

### 5.2 PROPOSAL FORMS

Required Proposal Forms reside within and are to be completed inside the TEA RFP Marketplace website.

### 5.3 SUPPLEMENTAL INFORMATION

Depending on the Respondent's Proposal offer, the supplemental information may include the following, in the order identified, with each topic beginning on a separate page.

1. Description of the Respondent
2. Financial Information / Credit Quality
3. Identification of all Pricing Terms
4. Project Description
5. Equipment Description
6. Annual hourly (8760) output forecast
7. Electrical Interconnection and Power Delivery Plan
8. Operations and Maintenance Plan, including Spare Parts Inventory Plan
9. Project Team Organization and Resumes
10. Assignability
11. Project Detail
  - a. Development Plan
    - i. Provide ownership and operation plan, including vendor list
  - b. Development Experience
    - i. Number of facilities developed



- ii. Total MW of facilities developed
- iii. List of Projects developed in PJM/DPL-South
- iv. Total MW of projects developed in PJM/DPL-South
- c. Development and Project Execution Schedule
  - i. Development security
  - ii. Delay damages
  - iii. Estimated material delivery times or list of materials readily available
- d. Performance guarantees
  - i. Generation shortfall damages
- e. Real Property Acquisition Description and Plan
- f. Tax credit assumptions
- g. Permitting Plan
- K. Other Attributes

## PART 6. RFP PROCESS COMMUNICATION

### 6.1 THE ENERGY AUTHORITY PROJECT PORTAL

All inquiries and other communications relating in any manner to this RFP will be hosted on the TEA RFP Marketplace for the "Dover Solar Energy Resources RFP". The site is administered by TEA in their role as acting facilitator for Dover.

TEA and Dover make no commitment to respond to other communications received via telephone, fax, text messaging, or other media. Additionally, Respondents may not rely on any oral representation or oral modification of Proposal Documents made by any TEA or Dover directors, management, employees, agents, or contractors, and other parties, their consultants and/or agents, or any Dover member representatives. To preserve transparency in the process and to assure that all Respondents receive equal consideration, Respondents may not contact any Dover employee, Council Member, or Dover member representative regarding this RFP prior to the proposal deadline. Any such contact could be grounds for disqualification of the Proposal. Following the proposal deadline, Dover's contact information and guidance will be provided. On-site meetings will only be held following notification of shortlisted respondents.

### 6.2 RESPONSES TO INQUIRIES

Any questions by the Respondent must be sent via the [DoverRFP@teainc.org](mailto:DoverRFP@teainc.org) email address. Dover will prepare written responses to questions received and will post the responses (without identification of the party asking the questions) on the RFP Marketplace on a rolling basis as they are received. All questions must be submitted via the [DoverRFP@teainc.org](mailto:DoverRFP@teainc.org) email address.

Questions must be formatted as follows:

- Clearly identify specific document reference to which the question pertains
- Clearly identify the document language or section in question
- Sequentially number each question in each submittal

Questions must be submitted timely and in groups to allow for proper consideration and response. Questions the Respondent believes to be commercially sensitive or confidential must be individually marked as "Confidential." Questions marked "Confidential" will not be shared with other Respondents unless Dover determines that the question is a general, non-sensitive technical or commercial question.

### 6.3 SCHEDULE

Below are the RFP milestone dates. Dover reserves the right to adjust dates. Following the submission deadline, all submitters will be notified of date changes via email and posted on the RFP Marketplace. Please refer to the RFP marketplace for the most up-to-date timeline information.

The RFP process will proceed in accordance with the following schedule. The schedule is intended to accommodate project readiness deadlines for fall queue clusters.

BID SCHEDULE – ACTIVITY	DATE/TIMEFRAME*
RFP Announcement	<b>03/20/2024</b>
Deadline for Questions from Respondents	<b>05/13/2024</b>
Q&A Responses Posted	<b>05/17/2024</b>
RFP Response Due	<b>05/22/2024</b>
Phase 1 Evaluation Respondents Notification	<b>07/08/2024</b>
Phase 2 (Shortlist) Evaluation and Interviews	<b>07/09/24 thru 08/02/24</b>
Recommendation to City Council	<b>08/27/2024</b>
Consent Approval	<b>09/09/2024</b>
Successful Respondent Notification	<b>09/10/2024</b>
Begin Contract Negotiation	<b>11/11/2024</b>
Target Power Supply / Commercial Operation Date	<b>2026</b>

Dover reserves the right to revise, suspend, or terminate this RFP process and any schedule related to that at its sole discretion without liability to Respondents or any other person or entity. Communications regarding the status of this RFP process, including any and all changes and addenda to this RFP or attendant schedules, will be made via the TEA RFP Marketplace.

### 6.4 OWNERSHIP OF PROPOSAL DOCUMENTS

The Proposal Documents, unless otherwise designated, are treated as confidential and are only for the Respondents' preparing and submitting a Proposal in response to this RFP. Therefore, we recommend marking all documents as confidential. All Respondents should note that any material submitted to Dover is subject to the Delaware Public Records Act.

Dover may enter into Non-Disclosure Agreements with Respondents who receive shortlist notification per the RFP schedule. Dover or TEA will provide a template NDA at that time. Dover will only execute NDAs that cite Delaware as the state of exclusive jurisdiction, provided that Delaware law controls and venue in the event of a dispute are the courts located in Dover, Delaware.

## 6.6 DOVER RESERVATION OF RIGHTS AND DISCLAIMERS

Nothing in this RFP constitutes an offer or acceptance by Dover, and Dover hereby disclaims any intent for this RFP to constitute a binding contract between Dover and any Respondent. Dover retains the right to determine, in its sole discretion, the value of any or all Proposals. Dover reserves the right to negotiate with a Respondent or Respondents after submission of a Proposal. Dover further reserves the right to negotiate with only the Respondent(s) whose Proposal(s), as Dover determines in its sole discretion, have a reasonable likelihood of being executed. In the event negotiations with a Respondent or Respondents do not produce a final, fully executed Agreement satisfactory to and authorized by Dover, without material changes, Dover reserves the right to pursue any other resource options available to it.

Dover may reject any Proposal that it determines, in its sole discretion:

- Does not meet the minimum requirements set forth in the RFP
- Does not provide required information in a manner that allows effective evaluation
- Is not economically competitive with other Proposals

Dover reserves the right, without qualification and in its sole discretion, to modify, suspend or withdraw this RFP, accept, or reject any or all Proposals for any reason at any time after submittal without explanation to the Respondent, or to enter into an Agreement at any time with a Respondent who, in the opinion of Dover, will provide the most cost-effective value. Dover also reserves the right to contract with other than the lowest price Respondent or with other than the Respondent, evidencing the greatest technical ability if Dover, in its sole discretion, determines that to do so would result in the greatest overall value to Dover.

Dover, in its sole discretion, may decline to enter into an Agreement with any Respondent and may terminate negotiations with any Respondent at any time during the process.

Those Respondents who submit Proposals do so without legal recourse against Dover and its elected officials, directors, management, employees, agents, or contractors of any of the aforementioned individuals due to (1) Dover's rejection, in whole or in part, of the Respondent's Proposal; (2) Dover's rejection, modification, delay or withdrawal, in whole or in part, of this RFP; (3) failure to execute any Agreement; and (4) any other reason arising out of this RFP. Dover will not be liable to any Respondent or any other party, in law or equity, for any reason whatsoever relating to Dover's acts or omissions arising out of or in connection with the RFP process. Respondents will be liable for all of the costs. Dover will not be responsible for any of the Respondent's costs incurred to prepare, submit, or negotiate its Proposal, definitive Agreement, or any other related activity.

## PART 7. PROPOSAL

### 7.1 EVALUATION OF PROPOSALS

Dover evaluation criteria that will be given the greatest considerations are project viability, price, vendor history, equipment performance, performance guarantees, and deliverability of the projects.

An initial screening for minimum requirements will be performed for each Proposal to determine if all required information has been provided and minimum requirements are satisfied. Material deficiencies will disqualify a Proposal from further consideration, and the Respondent will be notified in such event. Dover reserves the right, in its sole discretion, to reject unclear Proposals from further consideration or to contact Respondents for purposes of Proposal clarification.

After the initial Proposal screening, Dover anticipates an evaluation process in which the Respondents' cost projections, resource characteristics, and other proposed assumptions will be validated.

Upon evaluation, a smaller list of projects will be determined, at which time Respondents may be requested to supply additional information if necessary. Unsuccessful Respondents will be notified at the end of the initial screening that their Proposals will not be considered further.

Successful Respondents will be notified via the [DoverRFP@teainc.org](mailto:DoverRFP@teainc.org) email address that they have been selected for the initial shortlist, whereupon an additional evaluation will be conducted. Once the successful Respondent(s) from that evaluation have been identified, Dover will pursue negotiations to secure resources. Provided the parties successfully negotiate an Agreement for the Project, Dover will then execute the contract based on the negotiated terms of the Agreement(s).

### 7.1.1 EVALUATION

Proposals that have provided the required data and satisfied the minimum Proposal requirements will be evaluated individually for both quality and likelihood of achieving successful commercial operation under the terms proposed. Respondents must include sufficient detail for Dover to be able to evaluate all costs associated with the Proposal(s). Respondents should be aware that the evaluation is based on both price and non-price evaluations (which are detailed below).

#### 7.1.1.1. QUALITATIVE EVALUATION PROCESS

Dover will consider a range of factors in the qualitative evaluation process; examples of such are:

- A. Respondent creditworthiness, which includes a respondent's managerial and financial qualifications
- B. Acceptance of Dover's commercial terms
- C. Prior relevant project record
- D. Respondent's engineering, construction, operating, environmental, and/or ownership team qualifications, as applicable
- E. Commercial viability, maintainability, and maturity of generation resource technology
- F. Resource capacity, efficiency, and environmental footprint
- G. Operational flexibility characteristics, including limitations on or financial consequences of curtailments, maintenance scheduling, or operational parameters
- H. Project engineering plan

- I. Operations and Maintenance Plan for the Project
- J. Description of the generation technology
- K. Identification of the major equipment supplier(s) to be used for the Project
- L. Product and equipment warranty protections
- M. Electrical interconnection path/plan
- N. Respondent's willingness to be responsible for all transmission arrangements and costs
- O. Project development and permitting status, including any potential for delay as the result of a Respondent's need for regulatory actions or approvals or permitting, licensing, study process, right of way access or transmission interconnection
- P. Resource ownership & management structure
- Q. Disclosure of violations such as environmental violations

#### 7.1.1.2. QUANTITATIVE EVALUATION PROCESS

The quantitative screening consists of measuring each Proposal's total cost impact; examples include:

- A. Transmission costs, including generation interconnection and deliverability
- B. Price
- C. Relationship between cost and value of included attributes such as capacity and RECs
- D. Other system benefits or costs, including a value-of-generation price adjustment and impact on system losses
- E. Financial impact to Dover, such as impact to credit metrics, including debt imputed by credit rating agencies, capital structure, and financial statements
- F. Any additional costs that are required but not provided for in the Proposal
- G. Financial implications of accounting and tax treatment
- H. Development and performance guarantees

Proposals will be scored and ranked based on the above criteria.

#### 7.1.1.3 PHASE TWO EVALUATION

Following the qualitative evaluation, shortlisted Proposals will be issued a term sheet for Respondents to redline. Proposals will then proceed into the Phase Two evaluation, at which point Dover may interview shortlist respondents. Evaluation criteria will include price and non-price factors, adherence to Dover commercial terms, and overall value of energy supply. A Proposal's score from both the Initial and Phase Two evaluations will be combined to rank shortlist Proposals. From the final set of shortlisted Proposals, the preferred alternative or combination of alternatives will be selected. Dover may choose to evoke a "runner-up" clause, so if, for any reason, the chosen proposer becomes ineligible, the "runner-up" may become the de facto provider. This minimizes time and cost and preserves Dover's investment.

## 7.2 CONTRACTUAL CONSIDERATIONS

### 7.2.1 INSURANCE

The successful Respondent will be required to maintain, at a minimum, standard insurance coverages for workers' compensation, commercial general, employer's and automobile liability, and umbrella excess liability. Respondents are requested to define the assumed insurances and levels in the Proposal. Dover's specific insurance requirements will be addressed as part of the evaluation and negotiation of the Agreement.

### 7.2.2 COMMERCIAL TERMS AND CONDITIONS

Commercial terms and conditions will be negotiated with the Respondents selected to be finalists for this RFP. All Proposals will represent a firm offer to contract on the terms and conditions included as Appendices to this RFP. Each representation of fact and promise of future performance within a Proposal will be incorporated into the Agreement as a warranty or covenant. Any statement of fact or promise of future performance that the Respondent does not intend as a warranty or covenant should be clearly identified.

### 7.3 AWARD

Dover reserves the right to reject any and all Proposals. Prior to awarding a Proposal, Dover may have discussions with Respondents whose Proposals are under consideration. Respondents may be required to travel, at their expense, to the Dover office or other locations for further discussions.

Negotiations arising out of the Proposals may be conducted with any or all Respondents at Dover's sole discretion. Winning Respondents will be expected to enter into an Agreement within a reasonable period of time following the award of the Proposal. Dover will have no obligation to accept any Proposal submitted pursuant to this RFP. Whether and on what terms any Proposal is accepted is within Dover's sole discretion.