

NZC CESF Procurement RFP

CESF Procurement Document template to be published internally or externally for the purposes of procuring expert support for cities

NZC-PCP1-009-Liberec

Date: December 2024 (Updated 20.12.2024)

Authors: Radka Reil & Mateusz Hoffmann (Climate-KIC)



Table of contents

1	Overview	3
	1.1 Executive Summary	3
	1.2 Timelines	3
	1.3 About Climate-KIC	4
	1.4 About NetZeroCities	4
	1.4.1 NZC Climate City Contracts (CCC)	4
	1.4.2 NZC Pilot Cities Programme	4
2	Confidentiality	5
3	Specification	6
	3.1 Scope	6
	3.2 Required Experience and Capabilities	7
	3.3 MethodologyBłąd! Nie zdefiniowano zakład	ki.
	3.4 Objectives	7
	3.5 Deliverables	8
	3.6 Eligibility	8
	3.7 Sustainability	8
4	Contracting (third parties)	9
	4.1 Payment & Invoicing	9
	4.2 Contract Management	9
5	Award Criteria	10
	5.1 Evaluation across quality criteria	10
	5.2 Evaluation Criteria	
	3.2 Evaluation ontena	10
	5.2.1 Expertise / Experience (30%)	
		10
	5.2.1 Expertise / Experience (30%)	10 10
6	 5.2.1 Expertise / Experience (30%) 5.2.2 Capacity to Deliver (30%) 5.2.3 Price Criteria (40%) 	10 10 11
6	 5.2.1 Expertise / Experience (30%) 5.2.2 Capacity to Deliver (30%) 5.2.3 Price Criteria (40%) 	10 10 11 12
6	 5.2.1 Expertise / Experience (30%) 5.2.2 Capacity to Deliver (30%) 5.2.3 Price Criteria (40%) Instruction to Bidders 	10 10 11 12 12



Abbreviations and acronyms

Acronym	Description
NZC	NetZeroCities
CESF	City Expert Support Facility
RFP	Request for Proposal
GARAC	Grant and Resource Allocation Committee
EC	Energy Community in Liberec

Request for Proposal

For: Support with the implementation of Sustainable Energy Community in the City of Liberec

Date: 04.12.2024 (updated: 20 December 2024)

Update (20 December): A document with responses to questions from interested parties has been added as an annex to this RfP.

1 Overview

1.1 Executive Summary

This is a Request for Proposal (RFP) that details Climate-KIC's requirements for services to support cities in the NetZeroCities programme, through the NZC City Expert Support Facility. Please treat this document in accordance with the confidentiality obligations detailed further in this document.

Services and/or goods requested	Technical, legal and administrative assistance for the implementation of a Sustainable Energy Community (EC) in the City of Liberec		
The legal entity requesting these goods and/or services	Climate-KIC Holding B.V.		
Services and/or goods will be delivered to the following locations	Services will be delivered remotely to the following locations: Liberec, Czech Republic Some onsite services may be required at: Liberec, Czech Republic 		
Climate-KIC Contract Manager for submitting proposals and inquiries	Radka Reil & Mateusz Hoffmann CESF Manager CESF@netzerocities.eu		
Proposed contract term for successful candidates	5 months starting in February		

Table 1: Procurement executive summary

1.2 Timelines

Climate-KIC has set the following indicative timelines for this RFP:

Planned Date*	Milestones	
04 December 2024	RFP issued to bidders	
17 December 2024	Deadline to submit questions	
08 January 2025 (23:59:59 CET)	Bidders submit proposals / Submission Deadline	



Planned Date* Milestones			
Expected by 20 January 2025	Assessment results announcement (subject to finished evaluations and selection of a winner)		
Expected 01 February 2025 Proposed contract start date			
Climate-KIC reserves the right to amend this timetable during the RFP.			

Table 2: Timeline table

Should you have any inquiries regarding the Request for Proposal (RFP), please submit them via email to <u>CESF@netzerocities.eu</u> by the deadline specified in the table above. Responses to your inquiries will be provided via email within five working days. To proceed, please submit a proposal following the requirements at Section 6 by the Submission Deadline stated at Section 1.2. NetZeroCities team will assess bids and notify bidders following the timeline at Section 1.2.

1.3 About Climate-KIC

Climate-KIC is Europe's leading climate innovation agency and community, supporting cities, regions, countries and industries to meet their climate ambitions through systems innovation and place-based transformations.

Together with our partners, we generate, implement and integrate climate solutions by mobilising finance, testing business models, and opening pathways for institutional change and behavioural change. We orchestrate large-scale demonstrations that show what is possible when cycles of innovation and learning are deliberately designed to trigger exponential decarbonisation and build resilient communities. Climate-KIC is the project lead for NetZeroCities (NZC).

1.4 About NetZeroCities

NetZeroCities (NZC) is a project designed to help cities overcome the current structural, institutional, and cultural barriers they face to achieve climate neutrality by 2030. NZC recognises the need for cities to develop specific strategies that are tailored to suit local and regional contexts, and supports them by developing, promoting, and integrating new and existing tools, resources, and expertise into an online platform accessible to all cities (*Mission Platform*). The project – designed to support cities that are part of the EU's Horizon 2020 and Horizon Europe supported Mission "100 Climate-Neutral and Smart Cities by 2030" – tailors advanced capabilities related to systemic change, citizen engagement and democratic, participatory governance, capital and financial structuring, and social innovation, to ensure cities have access to expertise needed to address their challenges in becoming climate neutral.

1.4.1 NZC Climate City Contracts (CCC)

The **NZC Mission Platform** provides support in the co-creation of Climate City Contracts with local stakeholders and citizens. Drawing up, signing, and implementing Climate City Contracts is a central feature of the <u>EU Mission on 100 Climate Neutral and Smart Cities</u> by 2030. While not legally binding, these contracts represent a clear and highly visible political commitment. This commitment extends not only to the EC, national and regional authorities, but also to the citizens they serve. These contracts outline the city's path to achieve climate neutrality by 2030, accompanied by a comprehensive investment strategy.

1.4.2 NZC Pilot Cities Programme

The NZC Pilot Cities Programme supports large scale piloting activities to exploit, deploy, and scale R&I and systemic solutions combining social, cultural, technological, nature-based, regulatory, and financial innovation, and new business and governance models to underpin the climate transition. As such, the NZC Pilot Cities Programme and its subgrant-funded activities are an opportunity for Mission Cities to put into practise elements of their developing and/or finalised Climate City Contracts and the plans contained in them and learn by doing so in the process.



2 Confidentiality

All information provided in this Request for Proposal (hereinafter "RFP") document and any information that may be subsequently disclosed during discussions, correspondence, and negotiations, is confidential and must not be disclosed to any other party or used for any other purpose whatsoever without the prior written permission of Climate-KIC Holding B.V. or relevant subsidiary (hereinafter "Climate-KIC").

The Supplier must not disclose any such information, materials, specifications, or other documents to any third parties or to any other part of the Supplier's group or use them for any purpose other than for the preparation and submission of a response to this RFP. The Supplier must not make any press announcements or publicise in any way Climate-KIC's name, this document, the quotation process or any subsequent agreement without the prior written consent of Climate-KIC.

Climate-KIC may require the execution of Non-Disclosure Agreement as part of this RFP or for future commercial engagements. As part of preparation for the submission of the response and in any subsequent negotiations, the Supplier is allowed to disclose confidential information to others within the Supplier organisation, external advisors, or subcontractors, provided that the confidentiality conditions are adhered to.

Employees of either party who have access to confidential information must be notified of their obligations with regard to confidentiality and of the disciplinary proceedings which will result if confidentiality conditions are breached.

The scoring information (includes price) and the successful proposal will be shared with the City that is the beneficiary of the contract prior to contract execution. The unsuccessful proposals may also be shared with the city for feedback. Please make Climate-KIC aware if there are any potential issues with the dissemination of your proposal for the purposes of informing the city of the outcome.



3 Specification

3.1 Scope

NZC / Climate-KIC are requesting a quotation to provide **technical**, **legal and administrative assistance for the implementation of a Sustainable Energy Community** (EC) **in the city of Liberec**, associated to the Department of Energy Management (creation of the legal-administrative entity).

City of Liberec wants to act as a facilitator for the creation of the EC. To that end, the city council of Liberec, specifically its Department of Energy Management, shall constitute an **association** in which it will participate in the form of a **limited liability company** with other members or associates. The city council will participate as a member in the governing bodies of the association and, later on, could cede the leading role to the other participants in the community. The association is expected to be established in January (articles and statutes are prepared for this entity already.

Therefore, in this initial phase the city will play a significant driving role, acting as the driving force, in which it will participate through an economic contribution: either by transferring the necessary spaces (municipal building roofs) for the implementation of the renewable energy installation or the energy production generated in these assets. In the 2nd phase, by 2026, the EC is expected to expand.

The following phases and activities are anticipated:

• Definition phase (M1):

The objective of this phase is the development and delivery of the work plan, conceptual and methodological framework of the consultancy. In this phase setting the scene, this is understanding the technical and economic aspects of the operational model (technical preconditions), is key to selecting the governance model and legal form. Aspects of organization and internal functioning will be specified according to the national law that regulates associations.

• Legal constitution (M1 to M4)

According to the EC governance approach (participatory model of the city and other stakeholders), the selected legal structure will be deployed in this phase. The association's internal regulations will include the requirements for establishing and operating aspects related to the admission of new members, internal communication, meetings, etc. Furthermore, it there is important to analyse all consumers and producers in terms of their consumption/PVE production to ensure the sharing will reach the maximum potential among the sharing group (in line with Czech legislation and allocation keys available).

With this aim the following tasks should be carried out:

- Preparation of the statutes and internal regulations.
- Manage authorisations and licensing for the installation.
- Register the CE with the relevant bodies.
- Manage permits for grid connection.
- Follow-up phase (M5):

In this phase, a strategic plan for the future development of the EC will be developed. This phase will also comprise the verification of the administration and operational management of the EC and assurance and maintenance of the facilities.

The proposal should consider the following:

- Alignment with the energetic and operational model (technical preconditions) for moving forward the administrative and management models.
- Consulting services providing legal and administrative assistance and support for the development of the EC.
- Knowledge of the Czech legal environment and experience in energetics and community energy management.



The supplier will ensure sufficient financial, economic, technical, and professional capacity to deliver the services efficiently and effectively.

The services will be delivered to meet the following milestones:

Milestone	Time frame
Definition phase completed	Feb 2025
Documents for the EC legal constitution ready	March 2025
Registration of the EC with the relevant bodies	Beg of April 2025
Permits for EC grid connection	End of April 2025
2 nd phase strategy completed	June 2025

The anticipated effort to deliver this support is estimated at 4-5 Person Months (80-100 Working Days).

For clarity, the following services are specifically "Out of Scope"

A future expansion of the association.

The selected bidder is expected to engage with experts from the NetZeroCities consortium, as well as engaging with the City and its key stakeholders. NetZeroCities experts (who are resourced already and do not have to be represented in a financial offer) are to be engaged (together with the City) on baseline briefings, the overarching strategic approach within which this assignment takes place, business modelling for the Energy Community, as well as for sharing good practices/learning from other cities, where relevant.

3.2 Required Experience and Capabilities

The team or individuals delivering the services should be able to demonstrate the following experience and capabilities:

The service provider is expected to have local resources with knowledge of the Czech legal environment and experience in energetics and community energy management. It will include an energy and legal specialist in this matter:

- Legal expertise on regulatory compliance: Ensuring compliance with all relevant regulations and • standards of national laws governing EC such as energy policies, renewable energy incentives, **Energy Regulation Specialist**
- Contract Law: Drafting and reviewing contracts and agreements with energy suppliers and community members.
- Permitting and Licensing: Navigating the process of obtaining necessary permits and licenses for energy projects
- Administrative procedures involved in forming and registering an energy community.
- Community Engagement: Ability to engage with community members and stakeholders to gather support and input.
- Stakeholder Collaboration including government agencies, community groups, and private sector partners.

3.3 Objectives

The present assignment aims to provide the legal establishment of a Sustainable Energy Community in the city of Liberec to position the city in the energy transition by implementing decarbonization solutions.

To achieve this main goal, the following specific objectives are identified:

- Setting up the process to implementing community energy initiatives
- Legal and technical establishment of the community energy organizations: association and limited liability company



3.4 Deliverables

The following deliverables are requested:

Deliverable 1: The result of the definition phase will be a report that will consolidate the conceptual framework of the EC.

Deliverable 2: Report on the quality assurance of the administration and operational management of the EC. This deliverable should include the collection of all legal documents (registrations, contracts, etc) of the organizations created for the creation of the EC.

Deliverable 3: Complete set of promotional materials to inform association members.

Deliverable 4: Strategic plan for further development of the EC.

Deliverable 5: CESF Delivery Report: Upon completion of the delivery of support, the appointed provider must submit the CESF Delivery Report. This report should be validated by the city in receipt of the support, as described in the Assignment contracted. It should serve as a brief but comprehensive report summarizing the entire process, outcomes and learnings, and any identified follow-on actions, next steps and/or deployment of/connectivity to NetZeroCities and Mission Platform services and offers.

Reports will be requested to be written at a suitably professional standard using a recognised (or specified) referencing style upon request. The reports are to be provided for unrestricted use by Climate-KIC and free from all third-party copyright restrictions. Climate-KIC will receive ownership of such work products and may make them available to other parties, publish online, or other at our discretion.

3.5 Eligibility

Climate-KIC reserve the right to reject proposals where the proposed supplier:

- Has insufficient technical, professional or financial capacity to deliver the services.
- Has been bankrupt or insolvent (last 7 years)
- Is sanctioned by a relevant authority
- Does not comply or has previously not complied with our <u>Ethical Standards for Contractual</u> <u>Counterparties</u>
- Has been convicted of crime, links to terrorism, breach of tax or social security obligations
- Is an individual prior employee of Climate-KIC or group entity (discretionary basis)
- Will continue to be a full-time employee of an EIT grant recipient or Climate-KIC partner during the contract term (discretionary basis)

If any of these scenarios apply, please make Climate-KIC aware in your submission.

3.6 Sustainability

In order to uphold our commitment to sustainability, Climate-KIC aims to minimise any negative impact we may have on the natural and built environment by effectively managing our resources.

In the efforts to procure in a sustainable manner with minimal impact, the following requests are made of the bidder:

- Where practical, the services are to be delivered digitally following a paperless policy
- For events and workshops, please strictly minimise the generation of waste. We ask our service providers to consider the greenhouse gas emissions from transport to our/city/partner offices and events. Cycling, walking, public transport and rail are preferable over air travel wherever possible.
- We love to hear what suppliers are doing to minimise impact. Feel encouraged to share your approach and policies if applicable.



4 Contracting (third parties)

The below is applicable for External Parties only, i.e. not a NZC Partner.

4.1 Payment & Invoicing

- Payments will be made following provision of a correctly rendered undisputed digital (via email) invoice to Climate-KIC. Climate-KIC contract manager will inform the successful bidder where to submit invoices.
- Payment terms associated with delivery of the goods and/or services must be not less than net 30 days.
- Climate-KIC can provide a purchase order number to be referenced on invoices.
- Where Climate-KIC is requesting services over longer periods of time, bidders can invoice in a pay as we go model (e.g. a consolidated invoice based on work completed or completion of deliverables) to be clarified during contracting).
- Requests for deposit payments are generally not accepted.
- If the bidder is requesting any form of payment prior to delivery of goods and/or services, this must be raised with Climate-KIC.
- If submitting invoices for subscription services, please ensure these fees are itemised and priced at line level.

4.2 Contract Management

A one-off agreement is proposed for award of work.

Climate-KIC can share their standard terms and conditions and will consider the bidder's own terms and conditions on the basis that the bidder can incorporate the following:

- Climate-KIC requires that that service providers provide an indemnity to Climate-KIC for breach
 of third-party intellectual property rights;
- In addition, Climate-KIC will ask that service providers comply with the Ethical Standards for Climate-KIC Contractual Counterparties available at https://www.climate-kic.org/policies
- Service providers are required to comply with Climate-KIC's standard data protection clauses (can be provided in advance on request) and provide an indemnity for any breach;
- The liability of the service provider to Climate-KIC (and affiliates) to be uncapped in respect of breach of data protection clauses. For all other heads, liability of the service provider to Climate-KIC (and affiliates) may be capped at a reasonable multiple of fees not less than 2X. If applicable, Climate-KIC liability to service provider also be similarly capped;
- No indemnities extended by Climate-KIC to service providers.



5 Award Criteria

5.1 Evaluation across quality criteria

To ensure consistency across quality criteria evaluation, each criterion shall be scored on a scale of 0-5 using the following methodology. This score is to then be adjusted to align with the % weighting of the specific area being evaluated.

For example, if the specific criterion has a weighting of 15% and the supplier scores a 4 out of 5, the supplier will receive a weighted score of 12% for that specific criterion.

Score Awarded	Definitions	Commentary
0	An unacceptable response	No response at all or insufficient information provided in the response such that the solution is totally un-assessable and/or incomprehensible.
1	A poor response	Substantially unacceptable submission which fails in several significant areas to set out a solution that addresses and meets the requirements: little or no detail may (and, where evidence is required or necessary, no evidence) have been provided to support and demonstrate that the Bidder will be able to provide the services and/or considerable reservations as to the Bidder's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.
2	A below expectation response	Weak submission which does not set out a solution that fully addresses and meets the requirements: response may be basic/ minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) provided to support the solution and demonstrate that the Bidder will be able to provide the services and/or some reservations as to the Bidder's solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.
3	A satisfactory response that meets expectations	Submission sets out a solution that largely addresses and meets the requirements, with some detail (or, where evidence is required or necessary, some relevant evidence) provided to support the solution; minor reservations or weakness in a few areas of the solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.
4	A good response	Submission sets out a robust solution that fully addresses and meets the requirements, with full details (and, where evidence is required or necessary, full and relevant evidence) provided to support the solution; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.
5	A very good response	Submission sets out a robust solution (as for a 4 score – above) and, in addition, provides or proposes additional value and/or elements of the solution which exceed the requirements in substance and outcomes in a manner acceptable to Climate-KIC; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources not only to deliver the requirements, but also exceed it as described.

Table 3 - Quality Criteria scoring table

5.2 Evaluation Criteria

5.2.1 Expertise / Experience (30%)

Expertise and Experience as a criterion determines whether or not the proposed supplier is able to actually deliver the services. The questions to be asked and evaluated in this criterion are:

- 1. Relevant Experience does the suppliers response show a history of delivering on projects like the package currently being evaluated? (20%).
- 2. Relevant Expertise do the individuals proposed for the delivery of this work have the relevant qualifications required to deliver this work? (10%)

5.2.2 Capacity to Deliver (30%)

Once it has been established that the supplier has the relevant expertise and experience, the next criteria examines whether the supplier has the capacity to take on the work. This criterion is to be addressed via the following questions:

1. Current Workload – The suppliers shall provide the current list of projects being delivered by the individuals proposed for this package, this shall include the effort required for existing work as a % of their time (20%).



2. Management Measures – The supplier shall provide detail into how they manage capacity issues as well as provide any additional resources or measures they have in place in the event of capacity issues, or if there is a need for scope increases or acceleration (10%).

5.2.3 Price Criteria (40%)

Price will consist of 40% of the evaluation weightings. The evaluation method will ensure that the lowest price total of the Pricing Schedule achieves the maximum available marks, with other Bidders scores calculated proportionately. The scoring methodology will be applied per pricing schedule section and combined to identify the overall lowest price submission. The lowest price submission will achieve the maximum available score with the other Bidders prices scoring points inversely proportionate to the lowest.

- 1. Pricing evaluation will follow the universally accepted formula of (Lowest Price / Tendered Price x Price Criteria Points (40)).
- 2. An example of how this formula operates in practice can be found below:

Description	Formula	Tenderer		
		T1	T2	Т3
Tendered Price	А	€500	€490	€510
Lowest Price	В	€490		
Calculation	C = B/A	0.98	1.00	0.96
Convert to Points	D = C x 40*	39.20	40.00	38.43

* The conversion to points will be based on the weighting attributed to price in the total evaluation. Table 4 - Example scoring methodology for price lots



6 Instruction to Bidders

6.1 Responding with your proposal

Climate-KIC are requesting the following are submitted to bid on this contract:

- 1. **A Proposal** that sufficiently details the bidder's solution and responds to the prompts and requests contained in this RFP. The bidder is, amongst other items, also kindly asked to provide:
 - their trading name, VAT or tax identification number (if applicable) and registered trading address (please note, address is not required for an individual).
 - website links to examples of work previously performed by the bidder if applicable (e.g. portfolios, work products or other).
 - professional references that can be reached by Climate-KIC to verify previous services delivery.
- 2. A Quotation that meets the requirements described at Section 6.2
- 3. **Resumes** of individuals that will be assigned to conduct the services described in this document.

Climate-KIC reserves the right to reject RFP responses that do not confirm with these guidelines. All responses shall be made to the Contract Manager (refer Section 1.1) via electronic copy, at <u>CESF@netzerocities.eu</u>

6.2 Quotation requirements

Climate-KIC request that bidders quote in the following manner, as appropriate to delivery of the services:

- Please provide itemised quotations in Euros and specify if the quote includes / excludes VAT or any other taxes;
- 1.1Provide a rate card for relevant grades of employment that will be conducting services (e.g. day rate) instead of averaged rates. These may be used for additional services.
- The quotation is requested to include a month by month resource plan with resolution on role title, days and day rates to reach a total proposed labour cost. Please refer Table 5 as an example.
- For External Suppliers (Non-NZC Consortium): Travel and subsistence for these services are strictly limited. Domestic travel and subsistence will not be reimbursed unless agreed in advance and in writing with Climate-KIC. If you require international transport and/or accommodation, please make this clear and estimate costs in your quotation. Time for travel will not be billable hours.
- Include all applicable costs or charges associated with providing the goods and/or services in your quotation.
- Please quote on a company letterhead or similar company form where possible with the resolution described in Table 5 at a minimum. Where a resource plan can be provided or explicitly requested, please refer the example in Table 6.

Update this list as required to ensure sufficient resolution to the pricing received

Table 5: Provided quotations to include the following details

Item and unit cost (in Euros excluding VAT)			
Services as per Section 3.1			
Deliverable 1 of as per Section 3.4			
Deliverable 2 of as per Section 3.4			
Deliverable 3 of as per Section 3.4			
License fees (per user per month/annum, and in aggregate) if			
applicable			
TOTAL (if applicable)			



Item and unit cost (in Euros excluding VAT)			
Rate card for services (per day/hour, in Euros excluding VAT):			
Assistant – XX / day			
Officer – XX / day			
Specialist - XX / day			
Project coordinator – XX / day			
Consultant – XX/day			
Principal consultant – XX/day			
Partner – XX/day			

Table 6: Example resource-based quotation for proposed labour

Section	Area	Resource	Task	Quantity (days)	Resource day rate (EUR excl. VAT)	Subtotal cost (EUR excl. VAT)
Service delivery	Workshop facilitation	e.g. Facilitator	e.g. Workshop preparation and delivery	e.g. 3	e.g. € XX.00	e.g. € XX.00
		e.g. Facilitator's assistant	e.g. Workshop delivery support	e.g. 1	e.g. € XX.00	e.g. € XX.00
Grand total				- ·		€ XX.00

6.3 Terms of this RFP

- 1. Your proposal should be submitted according to the instructions as detailed in this section and should be valid for a period of at least six (6) months from the bid due date. Any proposal submitted outside the scope defined may be rejected without provision for re-submission.
- 2. Any further information pertaining to this RFP, of whatever nature, must be directed to the Contract Manager detailed in Section 1.1. If a point of clarification materially affects the RFP, our response will be circulated to all bidders, otherwise the response will only be sent to the bidder seeking clarification.
- 3. If any doubt exists concerning any element of this RFP, a clear statement should be made on the assumptions taken to arrive at your quoted costs, or alternatively contact us prior to submitting your proposal to seek clarification.
- 4. Entering into contractual arrangements with Climate-KIC in connection with this RFP does not guarantee work will be awarded.
- 5. Climate-KIC/GARAC reserves the right to reject any proposal(s) received after the submission date/time.
- 6. Climate-KIC/GARAC reserves the right to undertake post-bid negotiations with none, all or a shortlist of bidders.
- 7. Climate-KIC/GARAC, at its sole discretion, reserves the right to accept or reject any or all of the proposals received and not to award any business and shall not be bound to give reasons for any decision. Only the execution of a written agreement between a Climate-KIC entity and a supplier(s) will obligate a Climate-KIC entity in accordance with the terms and conditions contained in such agreement.
- 8. Climate-KIC reserves the right to procure services from alternative suppliers(s) where the successful bidder is, or becomes, uncompetitive within the market. However, issues over pricing and specification will be resolved through discussion and mutual agreement between Climate-KIC and the supplier.
- 9. Bidders are required to email soft copies of their proposal to the Contract Manager detailed in Section 1.1 based on the timeline at Section 0.



- 10. As per above and where applicable, bidders must acknowledge receipt of this RFP by return email to the Contract Manager detailed in Section 1.1 confirming whether they intend to submit a proposal by the Submission Deadline.
- 11. This RFP does not commit or obligate any Climate-KIC company to pay any expenses incurred by you in the preparation of your Proposal. All such expenses are solely at the risk of the bidder and by submitting a proposal you automatically agree that proposal becomes the property of Climate-KIC.
- 12. Proposals are to be kept as clear and concise as possible and should be sequenced and numbered in accordance with the format of this RFP.
- 13. The formatting of this document and the attached response document should not be altered.
- 14. Whilst this RFP confers no legal rights on its addressees, it is not intended that any other persons acquire rights or obligations in respect of or arising under it.
- 15. Unsuccessful bidders agree, by the submission of their proposals, to return to Climate-KIC this RFP and any and all papers, records, data and materials supplied to them in connection with it, including all copies made by them.
- 16. This RFP is for consideration in whole and not in part or parts unless otherwise indicated.
- 17. All efforts have been made to ensure the accuracy and validity of information contained in this RFP. However, Climate-KIC does not warrant the information accurate or comprehensive.







NZC CESF Procurement Clarification Questions and Responses

Support with the implementation of Sustainable Energy Community in the City of Liberec (Czechia)

NZC-PCP1-009-Liberec

Introduction

This document is provided to prospective applications for the procurement for expert support entitled <u>The Initiation of Sustainable Energy Community for the City of Liberec</u> under the aegis of the NetZeroCities Programme.

The following table contains a summary of questions received and the responses collated to support applicants should they proceed to submit.

Clarifications

Questions received	Response
Language	
In which language should the Deliverables be prepared?	Deliverables 1-4 should be created in Czech, while the last one should be created in English.
Evaluation criteria	
In Section 5.2.2, Management Measures, is it sufficient to state that we will have $x\%$ of extra capacity reserved for this project or do you have special requirements on how to provide this detail?	Yes. We need to understand as a % or a fraction or similarly presented how much time the person put forward can allocate to the work in the RFP.
What format do you prefer for individuals CVs - should it be Europass?	We do not have any preference.
Must the team include lawyers registered with the Czech Bar Association?	Considering the requested scope, the team should include a lawyer. However, registration in the Czech Bar Association is not mandatory.
Specification and scope	
Could you specify 'complete set of promotional materials'? Do you mean leaflets, workshops or for example website? Processing complexity varies.	The city already has promotional materials that address the general public. This request requires the development of written content focused on delivering key information to potential members. The content should be suitable for sharing on a website, providing a comprehensive summary of the overall process for those interested in membership. Relevant background materials and analysis can be made available to support the preparation of this content. The primary focus is on housing cooperatives and businesses. The materials should include targeted summaries specifically tailored to these groups, to be shared on an online platform and potentially adapted into formats such as leaflets for broader distribution.
According to Section 3.1, anticipated activities include the	Expertise in marketing or graphic design is not required. Instead, the task calls for a strong understanding of the significance and benefits of community energy, combined with the ability to create engaging and tailored texts that resonate with the target audiences. The completed written content will later be refined by a graphic designer for promotional use. The primary requirement leans towards consultancy
preparation of statutes and internal regulations, managing authorisations and licensing for the installation, registering the	services. While having a legal background and a lawyer as part of the team is important, the legal



Questions received	Response
CE with the relevant bodies, and managing permits for grid connection. However, the same section states that the proposal should consider consulting services, providing legal and administrative assistance as well as support for the development of the EC. Are bidders expected to provide legal services or consultancy? Section 3.1 suggests that bidders are expected to provide legal services; however, the deliverables mainly refer to reports. Similarly, Section 3.2 ("navigating the process" and "reviewing contracts") suggests that bidders are primarily expected to provide consultancy.	tasks are expected to focus primarily on drafting contracts and addressing permits and authorizations. The overall legal scope does not demand specialized expertise but rather reflects a need to supplement internal capacities due to time constraints for establishing the energy community. The primary target for this project is consultancy companies, with an emphasis on their experience in the energy sector. It is worth noting that experience with energy communities in the Czech Republic is still relatively limited.
According to Section 3.1, anticipated activities should include the preparation of statutes and internal regulations, managing authorisations and licensing for the installation, registering the CE with the relevant bodies, and managing permits for grid connection. Are bidders expected to act on behalf of the association (pursuant to a power of attorney)?	The standard practice of the municipality involves consultants acting on behalf of the association when interacting with third parties, such as authorities. This typically applies when submitting specific documents that the consultant is responsible for preparing and delivering. The power of attorney, however, would be limited to narrowly defined tasks and purposes.

