



REQUEST FOR PROPOSALS – SOLAR FOR ALL LEGAL SERVICES PROVIDER

OWEESTA CORPORATION

August 2025

PURPOSE AND BACKGROUND

In August 2022, Congress passed the Inflation Reduction Act (IRA). An important provision of the IRA authorizes the U.S. Environmental Protection Agency (EPA) to implement the Greenhouse Gas Reduction Fund (GGRF), a historic \$27 billion investment that is mobilizing financing and private capital to facilitate development of energy efficiency and clean energy projects. EPA awarded funding through three grant competitions in 2024: the \$14 billion National Clean Investment Fund, the \$6 billion Clean Communities Investment Accelerator, and the \$7 billion Solar for All. The Oweesta Corporation (or Oweesta) has been awarded \$156,120,000 through the EPA's Solar for All program to serve Native Nations in their residential and community solar energy development and implementation needs.

The Oweesta Corporation has initiated this Request for Proposal (RFP) process to procure legal services to support the work Oweesta will perform as part of this program in all 48 states, Alaska and Hawaii.

SCOPE OF WORK

The objective of this engagement includes supporting Oweesta's efforts in reviewing contractual agreements between program participants and their stakeholders such as energy contractors, developers, utilities, etc. as questions or risk factors are identified that may delay the deployment of clean energy funding awarded under the EPA's GGRF programs.

In addition to maintaining program compliance and executing funding and financing contracts with its subrecipients, Oweesta expects that questions or documents submitted by subrecipients or other participants of the program will require legal review and opinion during the course of the Solar for All program. Oweesta intends to procure the services of a legal firm able to assist and represent Oweesta in the implementation and execution of its SFA award and to provide legal and regulatory advisory services to the program and its subrecipients:

PROGRAM LEGAL SUPPORT includes but is not limited to:

- Legal advice related to compliance with federal, state, and local regulatory requirements;
- Advising on Consumer Protection and Data Privacy compliance
- Advising on Davis Bacon and Related Acts compliance
- Advising on Build America Buy America Act compliance
- Advising on Environmental Law and Regulation related to the Endangered Species Act
- Advising on Federal Awards and Contract compliance
- Drafting templates and final loan agreement between Oweesta and the subrecipient
- Drafting templates and final partnership and subaward agreements
- Section 48e Investment Tax Credits and related compliance
- Review of legal documents submitted by subrecipients related to contracts and site control



- Negotiation or communications with the Environmental Protection Agency or other Federal agencies
- Negotiation and execution of clean energy financial transactions between Oweesta and prospective recipients under the Program, including residential and residential-serving community solar grants and loans (predevelopment, bridge, construction and permanent), participant support costs, and on an as needed basis tax equity, and third party-owned models (leasing and power purchase agreements);
- Legal advice and support related to environmental, siting, and permitting matters for transactions under the Program;
- Legal advice and support related to tax and tax credit matters, particularly energy related investment tax credits;

SUBRECIPIENT (PROJECT-LEVEL) LEGAL SUPPORT includes but is not limited to:

- Legal advice and documents related to setting up and structuring Tribal Utility Authorities, Tribal Energy Development Organizations, Tribal Utility Commissions, etc. of subrecipients and their partners under the Program that supports the Tribe's capacity to maintain energy assets;
- Reviewing and advising on utility interconnection, rights of ways, rate case, and lease agreements
- Reviewing and advising on power purchase agreements
- Engineering Procurement and Construction and Installation Vendor Contract review
- Advising on Section 48e Investment Tax Credits and related compliance
- Advising on Tribal Sovereignty related contract negotiations with utilities or agencies
- Assisting with and advising on workforce development related agreements such as Labor Agreements, Community Benefits Agreements
- Assisting with and advising on Bureau of Indian Affairs (BIA) Rights of Way or HEARTH Act related support to secure project site control
- Assisting with expediting BIA approval of solar projects as necessary

The legal firm may be asked to draft or recommend alternative language and strategies for interconnection, rights of way (ROW), trespass, leasing, rate case, and power purchase agreements, ordinances and negotiations to mitigate compliance risks or delays to the project. The firm may also be asked to provide guidance on any missing or unclear regulatory interpretations or compliance requirements from the EPA that may impact Oweesta's ability to implement energy infrastructure projects. This includes identifying gaps in EPA guidance related to eligibility, reporting, asset ownership, utility and developer relationships, and project metrics.

Respondents should identify any additional legal needs and activities it anticipates the program will require outside of the above scope. Oweesta anticipates awarding this contract to a single firm but could award multiple firms if warranted, based on need and responses to this RFP.



DELIVERABLES

Requested deliverables may include, but are not limited to, the following.:

- a) Memos summarizing guidance and applicable regulations
- b) Memos identifying risks, findings and recommendations based on reviewed subrecipient property and vendor contract documents
- c) Memos identifying risks, findings and recommendations based on contracts, applications, rules and requirements of utilities serving subrecipient projects
- d) Memos identifying risks, findings and recommendations based on contracts, applications, rules and requirements of States involved in completing subrecipient projects
- e) Markups of at-risk interconnection, power purchase and other utility agreements
- f) Draft Funding and Financing Agreements for Oweesta and subrecipients
- g) Markups of modifications of Funding and Financing Agreement proposed by the subrecipient
- h) Draft templates for organizational setup of Tribal Utility Authorities
- i) Draft templates for law-and-order codes related to Tribal Rights of Way, Trespass, and Lease Ordinances
- j) Draft templates for flow down requirements and vendor contracts for use by subrecipients
- k) Training and training resources related to program related compliance and flow down requirements for subrecipients and their contractors
- l) Written communications to Federal and State agencies on behalf of the program

PERIOD OF PERFORMANCE

The selected legal firm may be required to enter into a written Agreement for Services with Oweesta for the duration of the program period ending in 2030. The Agreement will include, among other provisions, immediate termination for cause; termination by either party without cause with thirty days prior written notice; provisions for changing assigned personnel; requirements concerning general liability and bodily injury as well as professional liability/errors and omissions coverage acceptable to Oweesta.

Oweesta anticipates that the legal firm will provide services as requested and outlined in this RFP. Additionally, Oweesta will own all of the work products and inputs that arise during the course of the engagement. Oweesta will not, however, guarantee that any minimum compensation will be paid to the firm or any minimum usage of the firm's services. Oweesta reserves the right to negotiate payment structure and schedule. Oweesta may, from time to time, issue requests to the firms awarded under this prequalification RFP to respond to individual task orders outside of the initial scope. Oweesta task order requests may request services identified through this prequalification RFP on a fixed-fee or time and material type basis subject to the nature of the individual service requested as agreed to in the contract.

PROPOSALS

Each response to this RFP must include the information described in this section. Failure to include all of the information specified may be cause for rejection. Additional information may be provided as long as it is relevant to the goals of the RFP. Any additional information included that is not specifically requested should be included as an appendix to the proposal.



- **Cover Letter:** Submit a cover letter on company letterhead that includes the name, title, address, phone number and email address for the point of contact applying for the organization.
- **Firm Qualifications and Experience:** Describe your company and provide a statement of qualifications for performing the requested or similar services. Please include an organizational chart and any variation in staffing levels over the past three (3) years. Please provide links to reports or studies conducted by your firm.
 - **Firm References:** Provide a minimum of three (3) references for projects or services similar in nature and scope that have been completed within the last five (5) years. Include brief descriptions of the projects, dates and reference contact information. Tribal references are preferred.
 - **Representative Matters:** Based on past projects identified in the qualification section, include narrative descriptions of representative matters (no more than three).
- **Proposed Activities and Staffing:** Describe the legal services and activities that will support the legal needs described above.
 - **Project Understanding:** Based on the available information and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP. Include any issues that you believe will require special consideration for this project as well as identify any unique approaches or strengths your company may have.
 - **Approach and Methodology:** Provide a detailed discussion of your company's approach to the successful completion of this scope of work. Include thorough discussions of methodologies you believe are essential to accomplishing each task. Include a proposed work schedule and timeline to accomplish all the required tasks and identify the team members responsible for each.
 - **Qualifications of Team:** Provide a summary of the role, qualifications and experience of each team member and designated project manager assigned to this project. Include length of service for each team member as well as their assigned geographical location. Please identify the key personnel who will be assigned to these activities and what role each will play in enabling the firm to successfully meet the scope of services. List each individual's experience in the design and deployment of financial assistance programs for energy infrastructure projects designed to reduce greenhouse gases. Include (as an attachment to the proposal) each individual's resume.
Include resumes of only those personnel who will be assigned to these activities.
- **Cost.** The cost proposal should include a not to exceed amount with estimated hours and current hourly rates for each of the key personnel and subcontractors as well as a schedule of other basic costs, should additional services be necessary. Please provide the hourly rates for the firm's attorneys and professionals and indicate any discounts included in the hourly rates quoted. Identify any retainers or other payment structure related conditions expected.
 - Cost effectiveness will be evaluated based on an individuals' rates as compared with market averages of those with commensurate experience combined with how the proposed hourly rates, fee structures, and value related to the proposed services. All rates shall be firm and not subject to increase during the period of this contract. Any assumptions or exceptions must be clearly documented in this portion of the proposal.



- **Competency:** Oweesta wants to ensure that the successful proposer has the necessary resources and experience to provide the specified services in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, judgments, lawsuits, arbitrations or any similar actions filed or resolved within the last seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.
- **Conflicts of Interest:** Please describe any potential or actual conflicts of interest in connection with your firm's involvement with Oweesta, Tribal Nations, States nationwide, or EPA.

SPECIFIC QUALIFICATIONS

Detail if one or more partners in the firm have a minimum of five years of experience in:

- Representing non-profit organizations in corporate transactions
- Representing Tribes, Tribal entities, Tribally-owned and managed entities, Alaskan Native Village Corporations, and/or Hawaiian Homestead Beneficiary Associations
- Advising lending institutions, with a preference for firms with Community Development Financial Institution experience
- Federal and state data privacy and cybersecurity laws
- Application of Davis Bacon to federally funded projects
- Application of environmental law, regulation, negotiated labor agreements
- Tribal sovereignty, ordinance and code development, and Tribal law
- Application of State tax compacts to federally funded Tribal projects
- Federal and state government contracts and compliance, preferably in EPA compliance
- Partnership, subaward and participant support cost agreements
- Application of Endangered Species Act
- Renewable energy tax and finance transactions

SUBMITTAL REQUIREMENTS

Date of issuing RFP	August 4, 2025
Question submission deadline	August 15, 2025
Response to questions	August 25, 2025
Proposal submission due	September 1, 2025, 5:00 p.m. MT
Decisions announced	September 15, 2025

To be considered, an electronic copy of your proposal must be received by **5:00 p.m. Mountain Time on September 1, 2025**. If you have any questions regarding this solicitation, please email them to Mary@Oweesta.org by **August 15, 2025**. All proposals must be e-mailed to Mary@Oweesta.org. If you do not receive confirmation of receipt by noon of the business day following your submittal, contact Oweesta at (303) 774-8838. Any proposals received after this deadline will be rejected. It is anticipated that selection of the vendor will occur in **September 2025**.



It is the responsibility of each potential proposer to check Oweesta's website for responses to questions and RFP revisions. We will not be sending questions and responses or RFP revisions to individual firms. All proposals become the property of Oweesta.

SELECTION OF PROPOSAL

All proposals received will be evaluated for the purpose of selecting a vendor which best meets the requirements of the RFP. The following areas will be considered:

Area	Points
Firm Qualifications and Experience	25
Project Understanding, Approach, Methodology	20
Qualifications of the team	35
Cost	20
Total	100

OTHER MATTERS, TERMS AND CONDITIONS:

- Eligibility. The Respondent must have an active SAM.gov registration and Unique Entity Identifier Number.
- No Commitment. This RFP does not represent a commitment, legal or otherwise, to select or procure any services or projects from any provider, including any Respondent to this RFP. Under no circumstances shall Oweesta be liable for or reimburse the costs incurred by Respondents from participating in activities related to this RFP. Oweesta shall be held harmless and free from any and all liability, claims or expenses whatsoever incurred by or on behalf of any person or organization responding to this RFP. There is no guarantee that the prospective Program described in this RFP will be undertaken.
- Disposition of Proposals. All materials submitted in response to this RFP will become the property of Oweesta and may be subject to disclosure under the Freedom of Information Act. Proposals will be returned only at Oweesta's option and Respondent's cost.
- Procurement Rules. Proposals must comply with the Uniform Grant Guidance as stated within 2 CFR 200, 2 CFR 1500, and all EPA procurement rules and guidelines. Each Respondent must present efficient and economical proposals to carry out the scope of work.
- Proposal Representations. By submitting a proposal, Respondent represents that all information contained in such proposal is factual and accurate. The proposal's content and all Respondent's written commitments, correspondence, and responses to questions regarding matters related to this RFP may be subject to reference in a future contract related to the Program.
- Confidentiality and Non-Disclosure. Respondent agrees to keep any non-public information about Oweesta confidential. In addition, Respondent agrees that it shall require any party working with Respondent in preparing a proposal to likewise keep all such non-public information confidential. Oweesta may require entry into a non-disclosure agreement.



- **Reservations.** Oweesta reserves the right to request additional information from any Respondent, and to solicit independent third-party confirmation of information submitted by any Respondent. Oweesta reserves the right to:
 - Cancel this solicitation;
 - Reject any or all proposals;
 - If the Oweesta Corporation deems it necessary or appropriate, in its sole discretion, to revise any part of this RFP, addenda will be provided to all parties originally receiving this RFP;
 - Select any proposal and negotiate with the firm which, in the Oweesta Corporation sole opinion, meets the Oweesta Corporation's needs regardless of the estimated costs in the proposal;
 - Determine whether conflicts or potential conflicts will preclude a proposer from being considered;
 - Request additional information and/or an oral interview with individuals or firms prior to the award;
 - Negotiate a contract; and
 - Waive any technicalities and make any award that it determines to be in the Oweesta Corporation's best interest.
- **Termination.** Oweesta reserves the right to change or terminate this RFP process at any point in time and without notice. Oweesta makes no commitments, either implied or otherwise, that this process will result in a business transaction with Respondent, any other Respondent participating in this process, or any third party.
- **Disqualifications.** Except as described within this RFP, Respondent may not contact any Oweesta employee or contractor about this RFP. Respondent may not visit Oweesta locations or approach any Oweesta service provider, vendor, subcontractor, or any other entity in any way related to Oweesta in connection with any activity related to this RFP. Any such contact may result in a disqualification of Respondent and its proposal.
- **Diligence.** Oweesta shall take measures as deemed necessary to determine the ability of Respondent to perform the obligations of the contract. Oweesta may reject any proposal where an investigation of the available information indicates a Respondent is not the most qualified to perform the obligation of the contract. Oweesta may require Respondent to furnish additional statements of qualifications.
- **Collusion.** Oweesta reserves the right to disqualify proposals upon evidence of collusion with intent to defraud or other illegal practices upon the part of Respondent. More than one (1) proposal from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Any or all future procurements will be rejected if there is any reason to believe that collusion exists among Respondents.
- **Addenda.** Changes or revisions to this RFP package will be made through the issuance of written addenda. Addenda will be posted to the Oweesta program website. It is the responsibility of each Respondent to ensure they have reviewed all addenda issued and incorporate any and all changes into its response to this RFP.



- Respondent Compliance. Chosen Respondent must be prepared to make representations, warranties, and covenants regarding its own internal monitoring and contractor compliance.
- Federal Funding. Payment for services will be contingent on Oweesta receiving SFA grant funding drawdowns from and remaining in compliance with the EPA.
- Language. For purposes of this RFP, the words “shall”, “must”, or “will” are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by Oweesta. A deviation is material if, in Oweesta’s sole discretion, the deficient response is not in substantial accord with this RFP’s mandatory requirements. The words “should” or “may” are equivalent in this RFP and indicate very desirable conditions or requirements but are permissive in nature. Singular pronouns shall include the plural
- Oweesta is not obligated to provide a debriefing for any proposers.
- Oweesta is not liable for any costs incurred by any parties submitting proposals.
- Oweesta may treat all information submitted by a firm as public information following the conclusion of the selection process unless the firm requests that information be treated as confidential at the time of submitting the proposal. Any request for confidential treatment of information must be included in the transmittal letter with the firm’s proposal. In addition, the firm must identify the specific legal grounds for such a request. If the firm designates any information in its proposal as confidential the firm must also submit by email one (1) copy of the proposal form in which confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposal as possible.

PROPOSAL RELATED FEES, CHARGES AND EXPENSES

Fees and expenses of the vendor related to preparing this proposal are to be paid by the vendor. Oweesta nor any other entity shall be liable for expenses incurred by the vendor outside of the approved terms in subsequent agreements.

DO NOT CONTACT THE OWEESTA CORPORATION BOARD MEMBERS OR OWEESTA CORPORATION STAFF REGARDING THIS RFP. Questions regarding this solicitation should be submitted in the manner described in the Submittal Requirements section above.