



NZC CESF Procurement RFP

CESF Procurement Document for the purposes of
procuring expert support for cities

SGA-MCCC-020-Dijon

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Abbreviations and acronyms

Acronym	Description
NZC	NetZeroCities
CESF	City Expert Support Facility
CCC	Climate City Contracts
RFP	Request for Proposal
GARAC	Grant and Resource Allocation Committee
CoP	Community of Practice

Request for Proposal

For: The requested support is for expert consulting services to analyze, de-risk, and propose an optimal governance, legal, and value-sharing model for a complex public-private partnership focused on a biomass district heating network project within the territory of Dijon Métropole.

Date: October, 2025

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	Governance and Risk Modeling for Dijon Métropole's Public-Private Energy Transition Projects
The legal entity requesting these goods and/or services	Stitching Climate-KIC International Foundation
Services and/or goods will be delivered to the following locations	Services will be delivered remotely to the following locations: <ul style="list-style-type: none"> Dijon Some onsite services may be required at: <ul style="list-style-type: none"> Dijon
Climate-KIC Contract Manager for submitting proposals and inquiries	Luisa Carretti CESF Manager CESF@netzerocities.eu
Proposed contract term for successful candidates	22 weeks

Table 1: Procurement executive summary

1.2 Timelines

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

Planned Date*	Milestones
October, 13 2025	RFP issued to bidders
October, 24 2025	Deadline to submit questions
October, 31 2025 (23:59 CEST)	Bidders submit proposals / Submission Deadline
Mid-November 2025	Assessment results announcement (subject to finished evaluations and selection of a winner)
1 January 2026/ Early January 2026	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 CESF@netzerocities.eu by the deadline specified in the table above. We aim to respond in a timely manner wherever possible. 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 [EU Mission on 100 Climate Neutral and Smart Cities](#) 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.

1.4.3 NZC Community of Practice

The [NZC Community of Practice \(CoP\)](#) is a collaborative space on the Mission Platform, which gathers city officials, experts and practitioners from public organizations, private organisations or public-private organisations directly involved in climate neutrality programmes, activities or solutions. Through this community, we recognize that there are already many existing resources, knowledge, and solutions available, and we aim to foster their connection to cities to help them achieve their climate goals. Through the online portal group and monthly webinars, the CoP encourages the sharing of challenges, questions, and solutions related to climate neutrality, facilitating discussions that inspire innovative collaborations and drive city strategies for achieving climate goals.

The CoP plays a complementary role in the context of the City Expert Support Facility. While participation in the CoP is not required to submit an offer and has no influence on the evaluation process, it may provide added value for suppliers in other contexts. It provides a space where city

needs can be openly shared and discussed, and where suppliers can stay engaged, respond to emerging opportunities, and contribute their expertise. For more information on how to join the CoP and present your services, please contact helena.suarezgroen@lgi.earth.

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 (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 Background

Dijon Métropole has committed to energy transition through its **Climate City Contract (CCC)** and the **Pilot Cities Programme (PCP)** within the Horizon Europe “100 climate-neutral and smart cities by 2030”

The Action plan and Investment Plan of the CCC are describing global investment amount needed for the Energy transition on the territory as well as proposing to address actions throughout the management of an Energy projects' portfolio.

One of the key initiatives of Dijon Métropole PCP is the **creation of a territorial massification operator: the Société d'Économie Mixte (SEM) ENERGIES** (a public-private company). The SEM ENERGIES' creation has been voted by the Metropolitan Council of the 27th of March 2025. The shareholders of the company are Dijon Métropole (60%) and Meridiam (40%), a European investment firm specialised in the development, financing, and long-term management of sustainable public projects.

This mixed-ownership entity aims to **structure and coordinate energy projects across the territory, mobilising public efforts to foster private financing**, and manage the energy projects' portfolio. To this end, the SEM ENERGIES identifies projects, carries out preliminary feasibility studies, initiates the structuring and financing of projects, whether private and/or public, **organises cooperation between stakeholders in the territory**, mainly private industrial or tertiary companies, prepares the technical components of each project, and seeks to structure the Project portfolio in a coherent and profitable manner.

More specifically, the SEM ENERGIES may:

- carry out any pre-development engineering mission for renewable energy production projects or any project contributing to the energy transition of the territory;
- hold, manage, and administer shares and equity interests in any company operating renewable energy production assets or any project contributing to the energy transition of the territory;
- implement, or provide its technical, administrative, and/or financial support (including through communication activities, fundraising, monitoring, or contributions to territorial engineering) to any project, operation, or initiative relating to the development of renewable energies or any project contributing to the energy transition of the territory;
- carry out or commission any studies or consulting services relating to renewable energy production or energy transition;
- conduct its activities both on its own behalf and on behalf of third parties;
- and, more generally, take part in any commercial, financial, industrial, artisanal, real estate, or movable property transactions directly or indirectly related to any of the purposes specified above, or to any other similar or related purpose, or of a nature likely to promote its development or expansion — all with the aim of addressing matters of general interest.

The two shareholders Dijon Métropole and Mériam will bring specific contributions to the SEM ENERGIES. Dijon Métropole could provide:

- Purchase of land,
- Provision of land,
- Preparation/adaptation of land,
- Carrying out infrastructure works,
- Carrying out network works,
- Share of investment in SPVs via the SEM
- Monitoring and coordination of the SEM
- Purchase of energy to the SPV's

while Meridiam could provide:

- Conducting and monitoring pre-development studies
- Financing pre-development studies
- Assuming risk in investments made by SPVs (development risk, construction risk, operating risk)

Contributing equity to the project or advances to shareholder current accounts. As described above, one of the main goals of Dijon Métropole with the creation of the SEM company is to leverage private investment while organising a structured governance around the energy projects' portfolio of its territory. For each project that the SEM ENERGIES will develop and analyse the feasibility, the intention is to

create a Special Purpose Vehicle (SPV) whose shareholders would be the SEM ENERGIES, Meridiam and one or more other private investors. The SEM ENERGIES would be a minority shareholder of the SPV, which would allow this SPV to be legally considered as a private company, while allowing Dijon Métropole to indirectly be part of the governance of this SPV (through the SEM ENERGIES), access the relevant information regarding the project' exploitation, and benefit from dividends (if any). With this intended scheme, Dijon Métropole also aims at identifying and receiving some potential profits for its support to the different projects, reducing their impacts on its own budget.

One of the first use cases of SEM ENERGIES is a biomass heating project, including the development of biomass-fired plant and the expansion of the existing heating network, which aims to:

- supply residential, tertiary and public buildings,
- supply an industrial area, with two main industrial companies, currently using gas for heating purpose (process needs are not included into the project),
- ensure a 90% renewable energy supply into the district heating network, replacing fossil fuels.

The existing district heating (DH) network is currently managed by Sodien, a district heating project company owned by the energy company Coriance, via a public service delegation agreement led by Dijon Metropolis. The extension of the district heating system to supply the concerned industrial area hasn't been undertaken by Sodien for the past years, due to a lack of viable economic model. Despite this, the SEM ENERGIES has initiated a financial modelling and business model structuring of this project to understand how this decarbonisation project could be developed, and which public funding from Dijon Métropole would be required to make it attractive for private investors. Currently, the two main industries are supplied with gas at a given price. The first results of the economic model of the district heating extension indicate a price of heat which would be higher than the current (and future) gas price, and higher than the energy prices that these industries are ready to pay for. To maintain the competitiveness of these industries while supplying them with decarbonised energy, Dijon Métropole would need to provide a financial support to the project, which is still to be determined (e.g. covering totally or partially the investment costs of the pipes, and/or subsidising the price gap between the heat costs and what the industrial players are able to pay). Dijon Métropole is in discussion with the current district heating company Sodien, the industrial customers and Merdiam regarding different business and governance models of the project.

This new way for Dijon Métropole of developing territorial projects, involving both private and public stakeholders to define an economic model with different kinds of contracts (duration, type, price), implies considering an overall mapping of the risks and enabling conditions for each kind of involved stakeholders. Innovation is needed on how to balance risks – and opportunities - for the different stakeholders (energy customers, district heating project company, private investors, Dijon Métropole). The involvement of Dijon Métropole, as provider of public funds and guarantees, needs to be analysed in view of risks taken by the local authority, the general interests, the compliance with the legal framework and the return on investment which could be expected by the Metropolis.

Dijon Métropole requires external expertise in governance, risk management, legal compliance, and added-value sharing mechanisms to develop this complex district heating project. In particular, the support required by this assignment aims at guiding Dijon Métropole to define the most relevant governance and public funding support to make the project feasible, while maximising private investments and minimising the risks for the Métropolis. While this assignment is focused on the analysis and support of the above-described district heating project, the issues clarified during this service contract will help Dijon Métropole to define the governance between them, the SEM ENERGIES, the project SPV of future initiatives of the SEM portfolio.

3.2 Scope

Climate KIC, acting on behalf of NetZeroCities, is requesting proposals for a comprehensive "Governance, De-risking and Value-Sharing model for Public/Private partnership in a biomass heating network project", in the support for Mission and CCC's activities in **Dijon Métropole, France**. A district heating project implies different activities:

- the construction, and exploitation of the biomass-fired plant,
- the construction of the pipes and sub-stations, and their connection to the customers' heating systems,
- the exploitation of the entire system,

- the furniture and sale of heat to final customers (such as building owners and industrials),
- potentially the sale of heat from the energy plant to the DH system operator (in case of third-party heat supply - the plant's owner and operator is not the DH operator).

These different activities can be performed by one or several entities, depending on the configuration. Six different governance and investment scenarios have been drafted and discussed with the stakeholders regarding the development of the district heating network project in Dijon:

- The first and baseline scenario is the easiest one in terms of governance: the project is developed thanks to a public service delegation contract, in which a private company develops and operates the network and the new biomass-fired heating plant (either via the amendment of the existing public service delegation contract or the signature of a new one).
- The 2nd scenario is the full development of the project by the SEM ENERGIES (which invests, develops, and owns the installation), with the operation and maintenance contracted to a specialised DH company.
- Four other scenarios imply the investments of different entities (Sodien (or another district heating company), Dijon Métropole, SEM ENERGIES, a new dedicated SPV) in the different parts of the systems (energy plant, pipes and substations), and their operations.

The supplier will analyse six governance and financial models for the biomass heating project. For each, they will assess governance structure, legal compliance and economic feasibility for Dijon Métropole and propose recommendations for risk mitigation and value sharing. To support Dijon Métropole in defining its involvement in the project and its negotiations with the different stakeholders (in particular Meridiam, Sodien, customers / industries), the provider of this assignment will, for each of the 6 scenarios defined:

- Analysis #1 Governance framework assessment: describe the conceptual governance model, and the roles of the different entities, and the functional and contractual relations between them;
- Analysis #2 Assessment of incentives' possibilities: according to the list of support mechanisms stated in § 3.1, challenge different public support mechanisms to be provided by Dijon Métropole to make the project economically feasible for private investors (subsidies, investments, guarantees, etc.), define their direct beneficiaries;
- Analysis #3 Economical assessment: In regard to the economic and financial interest for the customers/industrials, assess the economic and financial risks for Dijon Métropole and the possible mitigation measures;
- Analysis #4 Legal assessment: Assess the legal compliance of the model (in regard to analyses # 1 and #2), from the point of view of Dijon Métropole, especially but not only with the local authorities' legislation and public procurement legislation (in French "*code général des collectivités territoriales*" et "*code de la commande publique*"), and propose recommendations for adapting the model in case of legal barriers. The risk of conflicts of interest for Dijon Métropole should be particularly assessed;
- Analysis # 5 Negotiation matrix: Taking stock of analysis #4, propose an added-value sharing mechanism between the different actors, which will benefit Dijon Métropole, aligned with the risks taken in the model, and the level of the financial contribution brought by the local authority. It should especially allow a fair sharing of benefits between private and public actors, especially in the case of over financial performance of the system exploitation (for instance due to exogenous factors, like changes of energy prices (gas, biomass, etc.)). Sources of revenues for Dijon Métropole will be identified.
- Analysis #6 Negotiation details preparation: Identify the key enablers and arguments that need to be discussed by Dijon Métropole with the stakeholders to 1) convince them to engage in this model, and 2) ensure a long-term, transparent and cooperative partnership. For instance, industrial customers might accept a higher heat price in exchange of a stable price engagement in the long term. On the contrary, the DH system operator needs to have visibility and guarantees on the volumes bought by the industrial customers (for instance in case of delocalisation).

Forms of public support, key enablers and arguments, and added-value sharing mechanisms might be the same in different scenarios. The district heating project would imply the development of a district heating network in the properties of the industrial customers (which have different buildings to supply). A specific assessment will be made of the legal and contractual solutions to be proposed in this regard. The awarded supplier of this assignment will synthesise the analysis of the initial scenarios in a clear and concise governance model report. It will also recommend two relevant governance models to be

adopted (which could be a combination of the models initially proposed by Dijon Métropole), along with their advantages and limitations, as well as the mitigation measures to be implemented.

Just for information and to provide further contextual elements, the SEM ENERGIES is also working on other use cases such as a photovoltaic energy self-consumption loop project with private players, which implies the same systemic issues to be solved.

A quick assessment of the replicability of these governance models for other energy projects will be made by analysing what could be transferable, for instance, for a collective consumption loop - PV installation project. The supplier will in particular provide recommendations on the internal governance of Dijon Métropole, to enable these new kinds of public-private partnerships.

The proposal should consider the following:

- The scope of the analysis is focused on the governance, the legal and financial risks, the compliance with existing legislations, the benefits' sharing, the balance between public interest benefits (GHG emissions' reduction, etc.) and public costs, and the key enablers of the long-term partnership between public and private actors. The awarded supplier is not required to provide a technical, financial and economic feasibility study of the DH project (CAPEX, OPEX, cash-flows, energy consumption modelling, etc.), which will be provided by Dijon Métropole. GHG reduction impacts evaluation or any co-benefits' assessment are not required.
- It is not asked to do the analysis of the DH contract or any detailed economic business models.
- The supplier will interact only with Dijon Métropole (and NetZeroCities) staff, and not with the other DH project's stakeholders. It is not intended that it will moderate or participate in meetings with them. The involved persons from Dijon Métropole will be: Direction of Energy Strategy and Direction of Patrimonial Energy Management
- The estimated effort of this assignment is considered to be up to 50-55 person-days, including kick-off, analysis, meetings, and deliverables' production.

The services will be delivered according to the following timeline:

Milestone	Time frame
In-person kick-off meeting	T0 = 4 weeks after receiving the notification letter – ideally in the last 2 weeks of January 2026
Check-in online meeting to exchange information (new information from Dijon Métropole based on discussions with stakeholders, request for details by the supplier)	T0 + 3 weeks
First analysis of the 6 scenarios presented to Dijon Métropole (online)	T0 + 6 weeks
Check-in online meeting to exchange information	T0 + 8 weeks
Online presentation of the final report and recommendations Draft version of the governance model report available	T0 + 10 weeks
Final version of the governance model report available, taking into account the suggestions made on the draft version	T0 + 14 weeks

Deviations to this timeline and approach can be proposed (for instance, regarding the number of meetings) but justified. The final date of the milestone should be met.

The selected bidder is expected to engage with experts from the NetZeroCities consortium, as well as engage with Dijon Métropole. 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, as well as for sharing good practices from other cities, where relevant.

3.3 Required Experience and Capabilities

The supplier will ensure sufficient financial, economic, technical, and professional capacity to deliver the services in an efficient and effective manner.

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

- **A deep understanding of the French local government system, legal framework, and energy market**, including:
 - **Municipal Governance and Administrative Structures** – Knowledge of how French local governments operate, including decision-making processes, rules applying to public support (in-kind, financial, etc.), and the roles of municipal entities in energy management.
 - **French Energy Law and Regulations, especially applicable to district heating** – Familiarity with national and EU energy regulations, including obligations for district heating companies, laws on renewable energy sources (RES) and biomass use, and policies supporting energy efficiency and climate neutrality.
 - **Energy Market Dynamics in France** – Understanding of the structure of the French energy market, key players (e.g., state-owned and private energy companies, grid operators), evolution of energy prices.
 - **Regulation and Business Model of district heating** – Deep knowledge of district heating business models (in-house management, public service delegation contract, etc.), its different components, its different pricing strategies, and the associated risks, the different subsidies and national support mechanisms (such as fiscal exemptions, or the Heat Fund).
 - **Legislation on Public Procurement and Public-Private Companies** – Deep knowledge and experience with the legislations applying to special purpose vehicles created by local authorities, their governance, and the procurement rules and processes between these companies and local authorities.
 - **Comparative Analysis of Governance Models** – Ability to evaluate different governance models, and added-value sharing mechanisms, and recommend the most suitable based on risk minimisation, reduction of transaction costs, and legal compliance.
 - **Risk Assessment and Financial Sustainability** – Ability to assess economic and financial risks, and propose mitigation strategies to ensure the long-term viability of the project.
- Fluent written and spoken competency in French.

A supporting organisation with expertise in these areas will ensure that the main governance issues are identified and that realistic, legally sound, and tailored recommendations are made, enabling Dijon Métropole to reach an agreement with its stakeholders and facilitating the successful development of this district heating project.

3.4 Methodology

The service provider is asked to adopt a suitable and professionally accepted methodology to deliver the services. The methodology should consider:

- All interventions should be tailor-made and in collaboration with the city.
- Selected methodology should promote participative and co-creative process

3.5 Deliverables

The following deliverables are requested:

Deliverable 1: Inception & Interim Analysis Note
Requirements:

- Note to document the first analysis of the six scenarios presented to Dijon Métropole, the main assumptions and proposed areas for development.

Deliverable 2: Draft Governance Model Report

Requirements:

- Report to document all relevant outputs as described above and as agreed with Dijon Métropole: the governance, the legal and financial risks, the compliance with existing legislations, the benefits' sharing model, the balance between public interest benefits (GHG emissions' reduction, etc.) and public costs, and the key enablers of the long-term partnership between public and private actors. This report may be subject to requests for amendments at the request of Dijon Métropole before delivering the final report as defined below.

Deliverable 3: Final Governance Model & CESF Delivery Report

Requirements:

- Upon completion of the delivery of support, the appointed provider must submit the CESF Delivery Report. This report should be validated by Dijon Métropole in receipt of the support, as described in the Assignment contracted. It should serve as a brief but comprehensive report summarising 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.

To summarise, the main objective of this Request for Proposal is to get a methodological framework to enable such a public-private cooperation project, taking into account the six analysis processes to handle any kind of scenario of development of such a project.

3.6 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 [Ethical Standards for Contractual Counterparties](#)
- 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)
- **Has a price more than the Public Procurement Directive threshold, currently EURO 221,000. Bids of this size cannot be accepted under this procurement process.**

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

3.7 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.
- The standard payment term is 100% of the total contract value upon acceptance of the Final Delivery Report. Invoices for the Final Delivery Report may only be submitted following formal written acceptance by the Climate-KIC Contract Manager.
- Payment terms associated with the delivery of goods and/or services must be not less than net 30 days from the date a correct and undisputed invoice is received.
- Any request for a deviation from the standard payment term (e.g., payment in tranches) must be explicitly raised within the bidder's proposal and is subject to the review and prior written approval of the Climate-KIC Contract Manager. If a deviation is approved, all payments will be strictly linked to the achievement of one or more clearly defined deliverables. The Contract Manager reserves the right to approve or reject any requested payment schedule deviation.
- Climate-KIC can provide a purchase order number to be referenced on invoices.
- Requests for deposit payments are generally not accepted.
- 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	T3
Tendered Price	A	€500	€490	€510
Lowest Price	B	€490		
Calculation	$C = B/A$	0.98	1.00	0.96
Convert to Points	$D = C \times 40^*$	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.
4. The total submission (including attachments) must not exceed 30 pages total.

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 via electronic copy, at CESF@netzerocities.eu

6.2 Quotation requirements

1. Please provide a fully itemised quotation in Euros, detailing all applicable costs related to the assignment. The quotation must specify:
 - Whether prices are inclusive or exclusive of VAT.
 - The supplier's VAT number, including country code, if applicable.
 - Whether the reverse charge mechanism is expected to apply.
2. To enable Climate-KIC to assess the financial and tax implications of your bid, please also confirm the following:
 - If you do not intend to charge VAT, briefly confirm whether the reverse charge mechanism applies and provide a short explanation (e.g., intra-EU B2B supply of services under Article 196 of the EU VAT Directive).
 - If you do intend to charge VAT, specify the VAT rate and, if you are based in a different EU country than the Netherlands, briefly explain why the reverse charge mechanism does not apply under your national legislation.
3. Please note: The correct application of VAT and related legislation is the sole responsibility of the supplier. Climate-KIC reserves the right to request supporting documentation or legal clarification regarding VAT treatment at the contracting stage.
4. **Main Quote Table:** Suppliers must provide a **main quotation table** summarising all deliverables listed in Section 3/3.4 (Scope of Work). Each row must correspond to a deliverable and include:
 - Deliverable name (as listed in Section 3.4)
 - Unit of measure (e.g. days, weeks, or months — use the most appropriate for the task)
 - Quantity
 - Unit price
 - Subtotal

Please check below "**Table 5**" which is a simple and non-exhaustive example of the main quote table.

5. **Rate Card:** Suppliers shall provide a **rate card** listing each personnel category/role that will contribute to the assignment, together with the applicable **daily rate in EUR (EUR/day)**. Rates must be **specific to each role** and **must not be blended or averaged** across personnel.

If your organisation normally operates with **hourly rates**, you must also indicate the equivalent **daily rate**, applying the following standard conversion to ensure comparability across bids:

Standard conversion: 1 working day = 8 hours.

The rate card must include all roles foreseen in the delivery of the assignment and shall use **the same role names** that appear in the **Main Quotation (Table 5)** and the **Resource Plan (Table 7)**. All rates must be **fixed for the entire contract duration** and expressed in EUR, excluding VAT (VAT treatment is covered in the previous section).

Required columns for Table 6:

- Role (use consistent naming across all tables)
- Daily rate (EUR/day)
- Hourly rate (EUR/hour) — optional
- Short description of role

Please check below "**Table 6**" which is a simple and non-exhaustive example of the rate card table.

6. **Resource Plan:** Suppliers shall also provide a **Resource Plan**, showing the allocation of human resources across the project life cycle. The plan must use a **single consistent time unit**, which for this assignment is **monthly** (i.e. time buckets in calendar months).

This plan ensures full traceability between the resources, the deliverables and the associated costs.

For each **month** (or project phase, if more relevant), the supplier shall indicate:

- The **deliverable(s)** planned for that period (as listed in Section 3.4 – Scope of Work),
- The **role(s)** involved,
- The **number of days** allocated to each role,
- The **daily rate** (EUR/day) — as provided in the Rate Card (Table 6), and
- The **calculated cost** (EUR = days × daily rate).

The **same role names and rates** used in Table 6 must be used in this table and referenced consistently in the **Main Quotation (Table 5)**.

Suppliers may also include a **summary line** at the end of the table totalling the days and cost per role, as well as overall totals per deliverable.

Required columns for Table 7:

- Month / Phase
- Deliverable ID (ref. Section 3.4)
- Role
- Days in month
- Daily rate (EUR/day)
- Cost (EUR = days × rate)

Please check below "**Table 7**" which is a simple and non-exhaustive example of the resource plan table.

7. For External Suppliers (Non-NZC Consortium): Travel and subsistence for this assignment are expected to be minimal and must be clearly itemised in the quotation. While no travel is currently foreseen, suppliers are required to estimate and include in their quote any potential costs related to travel or accommodation that may arise during the implementation of the assignment. This includes potential domestic and international travel. Please note that time spent travelling is not considered billable. Suppliers are encouraged to propose remote collaboration and digital engagement methods wherever possible to minimise environmental and financial impact.
8. Please submit your quote on official company letterhead or a formal company document, in English. The quote should be submitted in PDF format. The quote shall include company name, address and VAT/TAX code, contact details, date of submission, name and role of the authorized signatory.
9. The quotation should remain valid at least 90 calendar days from the submission deadline.
10. Climate-KIC encourages environmentally sustainable business practices. Within the quote, where possible, suppliers are encouraged to indicate any sustainable approaches (i.e. digital documentation, remote collaboration) that can reduce the environmental impact during the provision of services.
11. The bidder shall explicitly declare any current or past institutional, commercial, financial, or organizational relationship with the City/Municipality for which the tender is issued, including but not limited to: a) Membership or affiliation in the bidder's organization b) Any contractual, financial, or in-kind support received from or provided to the Municipality c) Involvement in previous or ongoing projects funded or coordinated by the Municipality d) Participation in governance, technical, or advisory bodies.

Table 5: Example – Main Quotation Table

Deliverable ID / Name	Unit	Quantity	Unit price (EUR)	Subtotal (EUR)
D1 – Inception Report	days	13	–	10,100
D2 – Final Report	days	20	–	15,800
Total				25,900

Table 6: Example – Rate Card (Resource-Based Quotation)

Role	Daily rate (EUR/day)	Hourly rate (EUR/hour, optional)	Short description of role
Project Manager	900	112.50	Overall coordination and liaison
Technical Expert	700	87.50	Technical lead on energy audits

Table 7: Example - Resource Plan (Monthly Allocation)

Month / Phase	Deliverable ID	Role	Days	Daily rate (EUR/day)	Cost (EUR)
Month 1	D1	Project Manager	5	900	4,500
Month 1	D1	Technical Expert	8	700	5,600
Month 2	D2	Analyst	12	450	5,400

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 ninety (90) days 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.