

REQUEST FOR PROPOSAL (RFP) ANNOUNCEMENT

The City of Craig is requesting proposals for the **REGIONAL SOLAR UTILITY PLANNING PROJECT**. Bids will be due at the Craig City Clerk's Office at City Hall, **300 West Fourth Street, Craig, Colorado 81625**, by 3:00 p.m., Thursday, January 23, 2020, at which time they will be opened and read aloud. Award of bid will be February 11, 2020, City Council Meeting. Specifications and/or further information may be obtained by contacting City of Craig Administration, **Peter Brixius at (970) 825-2023**, pbrixius@ci.craig.co.us or **Liz White, City Clerk at (970) 826-2008**, lwhite@ci.craig.co.us.

No bid shall be withdrawn after opening the bid without the consent of the City of Craig, for a period of 30 days after the scheduled time of opening bids.

Bids can ALSO be delivered electronically to Liz White @ lwhite@ci.craig.co.us and should be clearly labeled as **REGIONAL SOLAR UTILITY PLANNING PROJECT** in the email subject line and on the cover of the bid file, or mailed to the above physical address and clearly indicating bidder name and labeled **REGIONAL SOLAR UTILITY PLANNING PROJECT**.

Attest:


Liz White, City Clerk




Jarrod Ogden, Mayor

PUBLISH: December 27, 2019, January 3 and January 8, 2020



REQUEST FOR PROPOSALS “REGIONAL SOLAR UTILITY PLANNING PROJECT”

Release Date:

December 19, 2019

Contact Person:

Peter Brixius 970-826-2023

Liz White 970-826-2008

Deadline for Submissions

January 23, 2020 at 3:00 P.M.

Submit Proposals Attention – Liz White:

City of Craig

“Solar Utility Planning Project”

300 W. 4th Street

Craig CO 81625

I. INTRODUCTION

The City of Craig, Colorado, (City) acting as the fiscal agent for a Colorado Department of Local Affairs planning grant, is requesting proposals on behalf of the regional jurisdictions ("**Partners**") in order to develop a plan for the development of a solar garden meeting the criteria of the scope outline within the Proposal Logistics section of this RFP. The RFP ("**Respondents**") are requested to provide bids pursuant to the instructions provided herein. This RFP is intended to produce energy from a Regional Solar Garden (**RSG**) located within the electric service territory of Yampa Valley Electric Association (**YVEA**) and Tri-State Generation and Transmission Association (**TSGTA**). The gross nameplate capacity should have a proposed capacity of 4000 kW Direct Current ("DC") minimum and 10,000 kW DC maximum.

This RFP contains several sections, including this Introduction, Proposal Logistics, Bid Submittal, and Selection Criteria.

Please provide all the information requested in order to enable the Partners to properly evaluate your approach and qualifications as a Respondent for the development of the proposed RSG. All information provided, and the extent of completeness, will be used to evaluate the bid. Feel free to provide additional information not requested here that you feel would help in our evaluation.

The Partners for this planning grant include the jurisdictions of the City of Craig, Moffat County, City of Steamboat Springs, Routt County, Town of Hayden and the Town of Yampa. This RFP will require the successful Respondent to work closely with our local REA, YVEA, and our local regional power cooperative generator, TSGTA. The deliverables must establish viable location(s) for the solar array, nominal size of the proposed field, connectivity options, power storage systems benefits, examine regulatory considerations, permitting process steps, financing opportunities, geotechnical examination of the site(s), preliminary engineering for the solar field, budget projections and ROI estimates, life cycle expectations of components, panels and hardware and eventual disposal costs. When looking at the projected life of the field, it will be necessary to produce an all-inclusive proforma of lifetime operations and maintenance in order to determine the viability of the project.

The success of this planning process for a proposed RSG and the potential of developing the necessary Solar Power Purchase Agreement(s) (SPPA) will likely be based on the benefits provided by the RSG to the Partners and Power Cooperative(s). The successful Respondent must propose the best design plan for introducing the generated power onto the transmission system. The project should also consider the cost benefit of a potential public/private arrangement that would allow the project to take advantage of available and significant capital investment tax breaks for renewable project development. The project feasibility should also include estimates for ongoing O&M agreements as part of the developer's responsibilities.

Due to the complexity of the project, the Partners would like the Respondent to organize the deliverables in a chronological way that would incorporate decision points, regarding GO/NO-GO decisions during the planning process. Critical areas of consideration should be some of the following:

1. Economic Viability of the RSG
2. Interconnection/SPPA Development Potential
3. Site appropriateness in terms of Radiance, Geotech, Availability, etc....
4. Financing Options/Funding Feasibilities including Grant Funding, Partner match contributions, Capital Loan, Private Developer Tax Breaks and Private Funding support.

II. PROPOSAL LOGISTICS

PROPOSAL TIMELINE:

RFP Distribution	December 19, 2019
Deadline for Submission of Questions	January 8, 2020
Distribution of Answers to RFP Questions	January 15, 2020
RFP Due Date (3:00PM)	January 23, 2020
Announcement of Award	February 11, 2020
Estimated Project Start Date	February 24, 2020
Estimated Project Completion Date	July 15, 2020

The Partners are issuing this RFP seeking bids to plan for the construction of an RSG system in Colorado within the service territory of YVEA/TSGTA, and must meet the following requirements:

- Design uses require proven and UL approved solar electric generation technology proposed to generate electricity.
- The system location should be on property wholly within YVEA/TSGTA electric service territory.
- The RSG planning and feasibility deliverable must be complete enough to allow the Partners to pursue a development RFP for the RSG.
- The RSG planning process and feasibility deliverable must be completed by **July 15, 2020**.
- The RSG Partners must be the proposed majority owners of the RSG and the plan must determine a reasonable private partner buy-out scenario should this be necessary.
- Target debt service retirement for the proposed project should be less than 10 years with an acceptable ROI for the private partner annually for the first 6 -10 years of the operation of the RSG.

SCOPE OUTLINE:

- a. Identify potential viable locations for the RSG on targeted municipal, county, state and/or private land with existing interconnection infrastructure in close proximity and with adequate radiance characteristics
- b. Develop options and recommendations for the Solar Array & Electrical Storage Systems (ESS)
 - a. Size Options and Recommendations
 - i. Consider Local government energy usage & Peak/Resiliency benefits for the Power Cooperatives
 - ii. Site / infrastructure capacity
 - iii. Energy generation projections
 - iv. Cooperative system impact assessment
 - b. Regulatory considerations
 - c. Permitting process and steps
 - i. Planning and zoning approval requirements
 - ii. Process and steps
 - d. Financial projections
 - i. Cost Estimate– capital funding and ongoing O&M
 - ii. Funding and financing options
 1. Grants
 2. Rebates
 3. Capital financing/Reserves
 4. Public private partnership options with tax benefits
 - iii. Return on investment (ROI)

- iv. Ownership Structure Options
 - v. Power Purchase Agreement Options
- c. Preliminary engineering and design
 - a. Geotechnical
 - i. Subsoil and foundation investigation on proposed land for solar PV infrastructure
 - b. Solar Array
 - i. Investigation of on-site solar PV location options
 - ii. Site plan and general summary sheet of electrical notes
 - iii. Solar PV array layout/block design
 - iv. Single line diagram
 - v. Civil work requirements for proposed sites
 - vi. FAA glare study, as needed
 - vii. Description of equipment to be installed and how it shall function
 - viii. Discussion of facility operations and maintenance procedure that will be affected by installation/implementation
 - c. Cooperative infrastructure availability, options and restrictions
 - i. Interconnection requirements and costs
 - d. Energy generation projections
 - e. Solar panel and component type and life expectancy
 - i. Component replacement costs
 - ii. Panel and component disposal projections

III. SCOPE OF SERVICES REQUESTED

1. Design & Performance Requirements

- a. The City of Craig is soliciting designs for a Regional Solar Garden with consideration for capacity, storage, radiance, production, interconnection, subsurface soil conditions, cost, operations & maintenance, panel and component life replacement and disposal.
- b. Provide workmanship, data, tests, logistics, preliminary engineering and costs, free of defects with delivered data and plans required to pursue funding for implementation and development of the RSG. Defects shall be based on delivery of accurate information and data, test results and cost estimates that are considered reliable representations for soliciting funding and establishing a Regional Solar Garden (RSG).
- c. Selected Respondent shall ensure that the design of the RSG and data developed for the RSG Partners will be compatible for the performance of all work requirements.

IV. PROPOSAL FORMAT

To facilitate the review of proposals, all proposals are required to adhere to the following requirements. The City of Craig strongly encourages proposers to ensure that RFP submissions are succinct and clearly organized. The response must be written and organized in the order defined below. The submission should be complete so as not to be considered nonresponsive.

- A. Cover Letter.** Provide a letter of introduction or cover page from an authorized representative.
- B. Name, Title, and Contact Information.** Include the name of the person or persons who will be authorized to make representations on behalf of the Respondent, with all contact information.
- C. Company History.** Provide business background/overview of products and services offered by your company.
- D. Qualifications and Experience.** Provide the qualifications of the Respondent and its specialized experience and technical competence that qualify it to provide the services required. Provide the names and

qualifications of outside Respondents and associates that will be employed to assist on the work to be performed under your proposal.

- E. References.** Provide a list of names, addresses and telephone numbers of at least three (public sector preferred) clients for which the Respondent has successfully completed similar projects to that required by this RFP within the past five years. A brief synopsis should be included for at least three customers currently utilizing equipment and systems similar to those required in this RFP. Include a description of the projects, and the contact name and information of the customer.
- F. Description of Proposed Solution.** Provide detailed information related to your proposed solution and how it will meet the needs of this project. Establish viable location(s) for the solar array, nominal size of the proposed field, interconnectivity options, power storage systems benefits, examine regulatory considerations, permitting process steps, financing opportunities, geotechnical examination of the site(s), preliminary engineering for the solar field, budget projections and ROI estimates, life cycle expectations of components, panels and hardware and eventual disposal costs.
- G. Identify any unique or distinctive features** in your product or services that differentiate your product or services from other Respondent's solutions.
- H. General Comments.** Comment on any aspect of the RFP including, but not limited to, the technical requirements and scope of work as detailed above. The proposed solution is to be described fully, including how the components of the solution adhere to all requirements noted above.
- I. Project Schedule and Pricing.** Provide a proposed project schedule of time frames, milestones, for completion of the project. Project schedule must include a specified time frame for delivery of the requested information. **At a minimum, the pricing and tasks identified should each include a separate cost as described above for completing specific tasks. Identifying the contractor/subcontractor for each task is required.** Response may include a discussion of tasks that the Respondent would like the Partners to undertake in the course of the planning process.
- J. Selected respondent** shall comply with all municipal and state code requirements.
- K. Selected respondent** shall ensure that all proposed plans will meet the highest industry standards for a project of this type.

V. BID SUBMITTAL

- Bid/Proposal selection shall be based on, not only competitive pricing, but meeting the minimum response requirements as outlined in this RFP.
- Proposal may be delivered electronically or in hard copy via mail, courier, or in person in a sealed envelope by **January 23, 2020 at 3:00PM** clearly marked with **"Solar Utility Planning Project"**, on the outside of the envelope.

***Liz White - City Clerk
City of Craig City Hall
300 W. 4th Street
Craig, CO 81625
white@ci.craig.co.us***

- Questions and Inquiries: The City will not give verbal answers to inquiries regarding information in this RFP, or verbal instructions prior to the submission deadline. A verbal statement regarding same by any person shall be non-binding. The City is not liable for any increased costs resulting from the Respondent accepting verbal directions. ***Any explanation desired by a Respondent must be requested of the City representative in writing not later than January 8, 2020, and if explanation is necessary, a reply shall be made in the form of an addendum, a copy of which shall be forwarded by January 15, 2020 by email to the each Respondent.***

VI. SELECTION CRITERIA

Based upon the responses to the RFP, the City may interview any or all the Respondents and/or award the contract without conducting interviews. The successful Respondent will be required to enter into a contract with the City, including insurance/indemnity requirements.

Please see the Standard Insurance as set forth in **Attachment A**.

The selection process, including the interview, will focus on:

1. The proposed plan/feasibility and preliminary design;
2. Ability to provide responsive client services;
3. Clarity of proposal, completeness and inclusion of requested information;
4. Respondent capabilities & experience;
5. Reference checks;
6. Professional nature of firm;
7. Demonstrated municipal/county government experience;
8. Qualifications and experience of the firm and staff assigned to provide support;
9. Cost effectiveness.

All interested parties are encouraged to submit proposals as the award is not based solely on lowest cost proposal submitted. Total cost will be taken into consideration, but the solution and the Respondent's capabilities, competence and capacity will be considered as well. The City reserves the right to choose the Respondent whose proposal best meets the needs of the City. The City of Craig, and its designated representatives, shall be the sole judge of its own best interest, and the proposal most advantageous to the City. The City's decisions will be final.

VII. GENERAL TERMS AND CONDITIONS

Public Record: Proposer's attention is drawn to the fact that all proposal documents submitted are subject to disclosure under the Colorado Public Records Act. Information contained in the proposals may be made public after the review process has been completed, negotiations have concluded and a recommendation for award has been officially placed on the City Council agenda for consideration, and/or following award of contract, if any, by the City Council.

Additional Information: The City reserves the right to request additional information and/or clarification from any or all Proposers.

Proposal Acceptance and Rejection: The City reserves the right to reject any and all proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract. The City reserves the right to call for new proposals, and to award the contract to other than the lowest cost proposal if deemed to be in the best interest of the City.

Right to Cancel and Amend: The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Proposers will be notified in writing.

Debarment: By submitting a proposal, the Proposer certifies that the company is not currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of Colorado, and that it is not an agent of a person or entity that is currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of Colorado

Limitation: The Request for Proposals (RFP) does not commit the City of Craig to award a contract, to pay any cost incurred in the preparation of the firm's RFP response or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with all qualified sources or to cancel all or part of this RFP. The City will not reimburse the respondents to this RFP for costs incurred in the preparation of their proposal or in any other aspect of their consideration of this engagement. A respondent may withdraw and resubmit a proposal prior to the submission deadline. No re-submissions will be allowed after the submission deadline.

Modification of Scope: The City reserves the right to modify the contents of this document up to 7 days prior to the opening of proposals.

Award: The firm/entity selected may be required to participate in negotiations and to submit such revisions of their proposals as may result from negotiations. The City reserves the right to award a contract/select a service provider without discussion based upon the initial proposals.

Insurance: The Respondent shall maintain in full force and effect the insurance as outlined in **Attachment A**. The City reserves the right to waive or modify such insurance coverage. However, Respondents and/or Respondents meeting the insurance requirements will receive greater consideration during the selection procedure. All insurance shall be evidenced by a Certificate of Insurance and endorsement acceptable to the City Attorney, prior to execution of a contract. The Respondent and/or Respondent shall state their ability to meet the City's insurance requirements within their submittal.

Signature: The Respondent and/or Respondent's RFP response shall provide the following information: name, title, address and telephone number of individuals with authority to bind the service provider and who may be contacted during the period of proposal evaluation.

Contract Requirements: Agreement by the City and Proposer will be in effect upon the City's execution of this proposal along with any agreed upon changes.

Coordination of Work: All work schedules, actual work and payment request shall be coordinated through, inspected by and approved by City Administration prior to scheduling of project so that any interruption to the normal business operation is kept to a minimum.

Inspection: All material and reports shall be subject to inspection, examination and acceptance by the City and its Partners. The City shall have the right to reject defective information, analysis and workmanship or require its correction.

ATTACHMENT A

STANDARD INSURANCE REQUIREMENTS

In order to comply with the bonding and insurance requirements contained in your contract with the City of Craig there are several things that we require. It is our intent to facilitate consideration of every project, so we are including here a **summary** checklist for your convenience.

All bonds and insurance requirements need to be complete and submitted prior to your contract being approved.

I. GENERAL

A. Send these requirement sheets to your insurance broker for immediate compliance.

B. NO CONTRACTS WILL BE APPROVED UNTIL ALL BONDS AND CERTIFICATES ARE IN ORDER.

C. New and renewal Certificates and endorsements must reference a specific job. "All Operations" certificates are not acceptable.

D. All contractors and subcontractors working on a project or jobsite must meet the same insurance requirements you do, prior to starting work on the project or site.

E. All insurance companies must have an AM Best rating of A: VII or better.

F. All insurance coverage, with the exception of Professional Liability coverage must be written on a full "per occurrence" basis.

G. A 30-day cancellation notice is required and written or modified to a form that binds the insurer to provide it. For non-payment of premium, a 10-day notice is acceptable.

H. Expiration dates are required on all certificates.

I. All Bonds and Certificates must have an original signature.

II. SPECIFIC COVERAGE (As Applicable)

A. BONDING

(Contracts over \$50,000) Faithful Performance (Completion) Bond – (CONTRACT AMOUNT)

(Contracts over \$50,000) Payment, Labor and Materials Bond – (CONTRACT AMOUNT)

B. GENERAL LIABILITY/AUTOMOBILE LIABILITY

GENERAL LIABILITY

(\$1,000,000) per occurrence (\$2,000,000) general aggregate

AUTOMOBILE LIABILITY

(\$500,000) per accident

C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000).

ATTACHMENT B

GENERAL CONTRACT TERMS AND CONDITIONS

1. **Performance of Services/No Assignment.** Time is of the essence in performance of the Services. Respondent represents to City that Respondent possesses, or will arrange to secure from others, all the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services

contemplated under this Agreement. Except as specifically authorized under this Agreement, the services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City.

2. Hold Harmless and Indemnification. To the fullest extent permitted by law, Respondent shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents and employees (collectively, the "Indemnified Parties) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever, which may arise from or in any manner relate (directly or indirectly) to any work performed or services provided under this Agreement (including the negligent and/or willful acts, errors and/or omissions of Respondent, its principals, officers, agents, employees, Respondents, suppliers, Respondents, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

Notwithstanding the foregoing, nothing herein shall be construed to require Respondent to indemnify the Indemnified Parties from any Claim arising from the active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Respondent.

In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Respondent's performance of this agreement, the Respondent shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

3. Independent Contractor. It is understood that City retains Respondent on an independent contractor basis and Respondent is not an agent or employee of City. The manner and means of conducting the work are under the control of Respondent, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Respondent or any of Respondent's employees or agents, to be the agents or employees of City. Respondent shall have the responsibility for and control over the means of performing the work, provided that Respondent is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Respondent as to the details of performance or to exercise a measure of control over Respondent shall mean only that Respondent shall follow the desires of City with respect to the results of the services.

3.1 The Respondent shall at all times remain an independent contractor with respect to the services to be performed under this Agreement and shall be responsible for the payment of Federal and State Employer Withholding Taxes, Unemployment Insurance Taxes, FICA Taxes, Retirement, Life and/or Medical Insurance, and Worker's Compensation Insurance for the employees of the Respondent or any other person performing services under this Agreement. Respondent and its employees are not entitled to the rights or benefits afforded to City's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Respondent agrees to indemnify and hold City harmless from any claims, costs, losses, fees, penalties, interest, or damages suffered by City as a result of any claim by any person or entity contrary to the provisions of this Section.

4. Insurance. Unless otherwise agreed, without limiting Respondent's indemnification of City, and prior to commencement of work, Respondent shall obtain, provide and maintain at its own expense during the term of this Agreement, a policy or policies of liability insurance of the type and amounts described below and in a form satisfactory to City.

A. Certificates of Insurance. Respondent shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement.

B. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of Colorado, with an assigned policyholders’ Rating of A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved.

CONTRACT AGREEMENT

SIGNATURES

_____ Respondent Signature	_____ Date
_____ City of Craig / City Clerk Signature	_____ Date
_____ City of Craig / City Manager Signature	_____ Date