

# **REQUEST FOR PROPOSAL**

## **7556 COMMUNITY SOLAR GARDEN**



### **UTILITIES**



Financial Services  
Purchasing Division  
215 N. Mason St. 2<sup>nd</sup> Floor  
PO Box 580

**REQUEST FOR PROPOSAL  
7556 COMMUNITY SOLAR GARDEN**

The City of Fort Collins is requesting proposals from qualified firms to design, finance, build and operate a community-owned solar program.

**Proposals submission via email is preferred. Proposals shall be submitted in Microsoft Word or PDF format and e-mailed to: [purchasing@fcgov.com](mailto:purchasing@fcgov.com).** If electing to submit hard copy proposals instead, seven (7) copies, will be received at the City of Fort Collins' Purchasing Division, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80524. **Proposals will be received before 3:00 p.m. (our clock), November 8, 2013 and referenced as Proposal No. 7556.** If delivered, they are to be sent to 215 North Mason Street, 2<sup>nd</sup> Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580.

The City encourages all disadvantaged business enterprises to submit proposals in response to all requests for proposals and will not be discriminated against on the grounds of race, color, national origin for all proposals for negotiated agreements.

All questions should be directed to Pat Johnson, CPPB at [pjohnson@fcgov.com](mailto:pjohnson@fcgov.com).

A copy of the Proposal may be obtained as follows:

Download the Proposal/Bid from the BuySpeed Webpage, [www.fcgov.com/eprocurement](http://www.fcgov.com/eprocurement).

The City of Fort Collins is subject to public information laws, which permit access to most records and documents. Proprietary information in your response must be clearly identified and will be protected to the extent legally permissible. Proposals may not be marked 'Proprietary' in their entirety. Information considered proprietary is limited to material treated as confidential in the normal conduct of business, trade secrets, and discount information. Summary price information may not be designated as proprietary as such information may be carried forward into other public documents. All provisions of any contract resulting from this request for proposal will be public information.

**Sales Prohibited/Conflict of Interest:** No officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.

Collusive or sham proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature of this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The City of Fort Collins reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely,

Gerry Paul  
Director of Purchasing & Risk Management

## **I. OVERVIEW & BACKGROUND**

### **1. Overview**

Fort Collins is a vibrant community of 151,000 located 65 miles north of Denver, at the base of the foothills of the Rocky Mountains. The City is 56 square miles in size and is the northern extension of the “Colorado Front Range” urban corridor. The City’s population includes over 24,000 college students.

City of Fort Collins Utilities (Utilities) serves more than 65,000 electric customers with total annual sales of approximately 1,500 gigawatt-hours. The Utility also provides water, wastewater, stormwater and financing services. More information about Fort Collins Utilities can be found at [fcgov.com/utilities](http://fcgov.com/utilities).

Utilities is seeking a community-owned solar facility (Community Solar Garden or CSG) to diversify its renewable energy choices for customers.

### **2. Background**

Utilities has renewable energy commitments under the Colorado Renewable Energy Standard (RES) of providing 6 percent of retail electric sales from renewable energy sources by 2015 and 10 percent by 2020. Utilities current renewable energy commitments are met through a mix of wind energy projects, renewable energy credits and local solar installations.

The Community Solar Garden is a new program, expanding solar program opportunities for customers. Utilities has other renewable energy options, including

- a. Solar Rebates and Net Metering: funds are appropriated annually which provide up-front rebates for the installation of residential and small scale commercial solar PV systems.
- b. Green Energy Program: customers can choose to pay a premium for Green-e certified renewable energy.
- c. Fort Collins Solar Power Purchase Program: Utilities has just completed one round of project selection and a second is schedule for early February,2014. The basis of the FCSP3 is a fixed-price, 20-year Power Purchase Agreement (PPA) between Utilities and commercial customers for solar energy generation. This arrangement is commonly known within the solar industry as a “feed-in tariff model.” See [www.fcgov.com/solar](http://www.fcgov.com/solar).

## **II. PROJECT DETAILS**

### **1. Project Description**

The intent of the Community Solar Garden program is to expand small-scale renewable options for utility customers who do not have favorable sites for their own roof-top solar system. A solar garden is a solar electric array with multiple subscribers connected to the utility grid. The subscribers may purchase and own one or more “shares” of the facility and receive a credit on their electric bill proportional to their share of the system electricity production.

The general structure and description of the solar garden program is:

- a. A third party owner operator
- b. The garden size is estimated at 300 kilowatts (kW) in the initial phase with possible expansion in subsequent phases to 750 kW.

- c. Utilities customers will be eligible for a rebate incentive for participation in the community solar project. The third party operator will be able to take advantage of all available incentives offered by the City.
- d. Customer bill credits will be based on equivalent net metering energy rate.
- e. It is expected that a City-owned site will be used for the project. However, a final site has not been selected. A site review process is occurring simultaneously with this RFP and will identify and rank sites based on triple-bottom-line criteria. See 3.a. below
- f. Utilities will take delivery of the full output of power produced by the photovoltaic solar facility and all associated renewable and environmental attributes, emissions reductions, credits, offsets, allowances or benefits, including but not limited to renewable energy credits (RECs), but exclusive of any tax credit associated with the ownership or operation of such facility.

## 2. Scope of Work

The City of Fort Collins is issuing this Request for Proposal (RFP) to develop Phase 1 of a Utilities' branded community solar garden program within Utilities' territory. Utilities invites proposals from all potential Contractors who are able to meet the following requirements:

- a. Design, finance and build the facility (and possible future phases) and provide a complete turnkey community-owned solar program as further described herein (to include but is not limited to: finance, construction, marketing, sales, bill crediting, administration, commissioning, security of the site, operations and maintenance).
- b. Provide automated, ongoing data for on-bill credits integrated with Utilities' billing system.
- c. Maintain accurate records of all construction, operations and maintenance activities as well as customer related transactions.
- d. Locate the facility(s) within the service territory of Utilities and interconnect with Utilities' distribution system.
- e. Achieve commercial operation by 6/1/2014 (subject to site selection process).
- f. Operate and maintain the facility and community-owned solar program for a minimum of twenty years.
- g. Have developed and administrated at least one community-owned solar program with a nameplate capacity of at least 200kW. Provide performance numbers for this system(s), along with contact information for the utility who benefits from the solar program.
- h. Able to acknowledge and apply Utilities' Interconnection Standards.  
[http://www.fcgov.com/utilities/img/site\\_specific/uploads/interconnection\\_standards.pdf](http://www.fcgov.com/utilities/img/site_specific/uploads/interconnection_standards.pdf)

The following general topics are defined to provide guidance to all Contractors regarding scope of work elements which are important to Utilities.

- a. Community-owned solar: demonstrated prior successful community-owned solar program experience and provision of a turnkey solution.
- b. Cost: providing renewable energy to customers and RECs to Utilities at the lowest possible cost.
- c. Sales and Marketing: demonstrated the ability to sell and market community-owned solar programs to customers in coordination with Utilities.

- d. Real time information: options for providing real time production information (e.g. web dashboard).
- e. Timing: ability to achieve the target operation dates.

### **3. Site**

- a. It is expected that a City-owned site will be used for the project. However, a final site has not been selected. A site review process is occurring simultaneously with this RFP and will identify and rank sites based on triple-bottom-line criteria.

Site development expenses may need to be incorporated during project development. In order to respond to this RFP, Contractors shall assume a site with a minimal amount of improvement needed. The site is expected to be level ground with no concrete or asphalt.

If improvements are needed, they will be negotiated with the awarded contractor, prior to the work, who will act as the general contractor for the work. The Contractor will be responsible for ensuring the work meets site development costs as negotiated, City zoning requirements, permitting, scheduling and other items as necessary.

- b. Security of the site is the responsibility of the awarded contractor. Any fencing shall meet the National Electric Safety Code. The awarded contractor will be responsible for securing the site throughout the life of the contract.

### **4. Land Ownership**

- a. For a nominal annual fee, the City will lease the land for the solar garden site to the chosen contractor. This lease term will be renewed concurrent with the Agreement between the City and the contractor for the Power Delivery/Interconnection.
- b. Should the awarded contractor's firm become insolvent, or in the event the Agreement is terminated by the City for contractor's material default, the ownership of the land, title to the solar garden system and escrow reserves established for operation and maintenance of the system shall transfer to the City.

### **5. Power Delivery/Interconnection**

- a. Utilities will take delivery of all energy based on a negotiated Power Delivery Agreement with the selected vendor. Renewable energy and REC sales may not begin prior to the date that Utilities has approved an executed agreement related to the facility. Any facilities selected under this RFP must be completed and operational by June 1, 2014 (subject to site selection process).
- b. Utilities will only consider generating facilities within Utilities' service territory that are able to interconnect and deliver power to Utilities' distribution system. Contractors must enter into an Interconnection Agreement with Utilities for a site prior to the delivery of any energy from the generation facility.

- c. It is the responsibility of Contractor to pay the full costs of interconnection (including line extensions, system alterations and/or improvements, etc.) with Utilities' distribution system unless otherwise mutually agreed.

## **6. Marketing & Contracting with Customers**

- a. A list of potential customers who may be interested in purchasing solar power will be provided to the awarded Contractor.
- b. Contractor shall follow Utilities net metering solar sizing guidelines for the maximum allowable per customer share.
- c. Include as part of your proposal a copy of the proposed agreement with customers and your marketing plan. Utilities will review and approve both prior to their use. It is anticipated that the customer purchasing the solar power will agree to a pass-thru of their rebate incentive for participation in the community solar project and grant the City authorization to pay the rebate directly to the Contractor.
- d. Included in the contract should be language regarding the resale or transfer of the solar capacity purchased by a Customer, should the Customer move out of the service area.

## **7. Schedule**

Utilities has established the target schedule shown below for the RFP. Utilities reserves the right to amend the target schedule at any time.

- RFP Issuance: October 16, 2013
- Final Deadline for questions: October 31, 2013 end of business
- Proposal Due: November 8, 2013
- Tentative Selection: November 22, 2013

## **III. SPECIAL CONDITIONS**

### **1. Sustainability**

All qualified consulting firm/teams participating in the submitted proposal are to explain in detail what their organization does in the way of a Sustainability Plan as a subset of this section. This is to include as a minimum what you do in the way of use of materials, equipment, vehicles, fuel, recycling, office practices, etc. as an organization that demonstrates leadership and that you "walk the talk" in regard to sustainable practices within your own organization.

### **2. Contracts**

A draft copy of the agreements the City will use to contract for the services specified in this RFP are included as attachments for review. The attached contracts are only samples and are not to be completed at this time. The selected Service Provider shall be expected to complete the following agreements or any combination thereof:

- Professional Services Agreement Work Order (Attachment C)
- Interconnection Agreement
- Power Delivery Agreement
- Site Lease Agreement

The Power Delivery Agreement, the Interconnection Agreement and the Site Lease Agreement are in development at this time and will be issued as an Addendum to this RFP.

### **3. Term**

The City is seeking a lease for a minimum of twenty (20) years with up to two (2) five (5) - year extensions for a total lease duration of no more than thirty (30) years. At the end of the Agreement Term and any extensions, the ownership of the land, title to the solar garden system and escrow reserves established for operation and maintenance of the system shall transfer to the City.

### **4. Price**

Final pricing for the first phase shall be in accordance with the selected vendor's proposal and as otherwise mutually agreed in writing by the parties. Should the City desire additional phases, pricing may be negotiated based on the California Solar Initiative (CSI) Statistics or similar basis determined by the City.

[http://www.californiasolarstatistics.ca.gov/reports/cost\\_vs\\_system\\_size/](http://www.californiasolarstatistics.ca.gov/reports/cost_vs_system_size/)

### **5. Expenses (travel, per diem, copies, freight, overnight shipping, etc.)**

Expenses shall be included in the cost of the system. The City will not pay or reimburse the contractor for any expenses.

### **6. Financial Qualifications**

The Contractor shall provide, with the original response document: 1. A current audited statement of financial condition, prepared by an independent certified public accountant; 2. Financial statements for the two (2) years preceding the year to which the statement required in (1) applies, prepared by an independent certified public accountant; 3. A bank reference; a narrative that demonstrates its financial capacity to undertake and complete the project as proposed and to operate and maintain the system in accordance with the RFP.

### **7. Liquidated Damages**

Time is an essential condition of this Contract. Should Contractor fail to perform the Work within the period of time stipulated in the Contract, Contractor shall pay to Owner, as liquidated damages and not as a penalty, \$500 per day of default unless the Contract Time is extended by Owner.

### **8. Insurance**

The successful Contractor will be required to provide a Certificate of Insurance or other proof of insurance naming the City of Fort Collins as "additional insured". Insurance requirements are as stated in Exhibit D.

### **9. RFP Modification/Cancellation**

Utilities reserves the right to modify or withdraw this RFP, to request additional information, to negotiate with Contractors to resolve technical or contractual specifications, and/or to reject any or all responses and to terminate contract development at any time.

## **10. Negotiation of Award**

In the event only one (1) responsive proposal is received by the City, the City reserves the right to negotiate the award for the services with the Contractor submitting the proposal in lieu of accepting the proposal as is.

## **11. RFP Response/Material Ownership**

All material submitted regarding this RFP becomes the property of the City of Fort Collins, unless otherwise noted in the RFP.

## **12. Incurring Costs**

The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

## **13. Utilization of Award by Other Agencies**

The City of Fort Collins reserves the right to allow other State and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Fort Collins in the current term or in any future terms.

## **14. Safety**

Contractor and his personnel are expected to follow all State, Federal and City of Fort Collins safety rules, regulations and operating procedures. The contractor is expected to provide all necessary personal protective equipment for his or her employees.

## **15. Work Standards**

The installation shall meet the relevant requirements of the National Electrical Code (NEC) and the National Electrical Safety Code (NESC). All chemicals, equipment and materials proposed must conform to the standards required by OSHA/COSH. All work and/or materials must meet current standards in force by recognized technical and professional societies, trade and materials supply associations, institutes and organizations, bureaus and testing laboratories, and national, federal, state, county, and local laws, codes and ordinances. MSDS sheets will be kept on site in a project folder for each project. Permits must be posted on site.

## **16. Security Clearance and Criminal Background**

All employees including subcontractors provided by the contractor for assignment in any City of Fort Collins facility must have a clean criminal background. Background checks may be required and must be cleared through a City approved source and be paid for by the contractor. State of Colorado background checks with less than 7 years of documentation must be accompanied by a background check from a previous state of residence.

## **17. Permits, Fees and Licenses**

The Contractor is responsible for submitting and paying all fees, permits, inspections (including necessary third party), etc., as required in conjunction with the Contract, from project initiation through construction, completion, acceptance and operation through controlling authorities, with necessary record and certificate copies thereof furnished to the City.

The Operator must obtain all necessary building permits, pass all applicable building department inspections, and meet other applicable requirements including but not limited to municipal code and Fort Collins Electric Service Rules and Regulations.

### **18. Payment**

Utilities customers will be eligible for a rebate incentive for participation in the community solar project. It is anticipated that the third party operator will be able to take advantage of all available City incentives as a pass-thru from the citizen subscribers. Payment by the City of the City incentives will be upon submittal of the dually executed solar garden customer subscription contracts and the garden is operational.

### **19. Assignment**

The contractor shall not assign any rights under or interests in the Contract Documents to another party hereto without the written consent of the City; and specifically but not without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Document.

### **20. Screening for Responsiveness**

All information received will be evaluated for responsiveness and completeness. Utilities will eliminate any information that (a) are non-conforming to this RFP, (b) do not meet the minimum requirements set forth in this RFP, (c) are not economically competitive with other responses, or (d) are submitted by Contractors that lack appropriate creditworthiness, sufficient financial resources, or qualifications to provide a dependable and reliable community-owned solar program and solar facility as a source of renewable energy and RECs. Failure to provide the information set forth herein may be grounds for elimination of consideration.

### **21. Landscaping**

Systems and installations will be visible from other properties and/or abutting open space lands. The design of the system and on-going maintenance of the facility landscaping shall demonstrate consideration for any visual impacts of the facility from the abutting properties and open space property. It is assumed that normal visual presence alone does not constitute a negative impact.

### **22. Escrow**

The awarded contractor will provide an O&M plan and suggest an O&M escrow percentage from initial subscription fees and incentive funds provided by Utilities for future operation and maintenance of the solar garden.

An additional 5% of fees and incentives will be escrowed and held in-reserve for annual performance payments. Evidence of and City access to this escrow account will be established within 90 days of contract award. A third party escrow company will be hired to manage and disburse the interest bearing fund.

**23. System Performance**

1/20<sup>th</sup> of the performance escrow fund will be released to the contractor annually for delivering greater than 90% of initial operation year output (adjusted for average annual solar insolation) and timely filing of subscriber information updates.

**24. Educational Component**

The City is interested in learning about any educational opportunities the awarded contractor may provide to the City and Fort Collins citizens. City employees and solar panel owners are the intended audience.

**IV. REVIEW AND ASSESSMENT**

Qualified firms will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals and interview session.

The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

A shortlist of Contractors may be identified and invited for an onsite interview. The final selection will be made from this shortlisted group. The City reserves the right to award directly as a result of the written proposals.

WEIGHTING FACTOR	QUALIFICATION	STANDARD
2.0	Scope of Proposal	Does the proposal show an understanding of the project objective, methodology to be used and results that are desired from the project?
2.0	Assigned Personnel	Do the persons who will be working on the project have the necessary skills? Are sufficient people of the requisite skills assigned to the project? Is your experience pertinent?
1.0	Availability	Can the work be completed in the necessary time? Can the target start and completion dates be met? Are other qualified personnel available to assist in meeting the project schedule if required? Is the project team available to attend meetings as required by the Scope of Work? Is the project schedule well defined, realistic, and achievable?
1.0	Motivation/Sustaina	Is the firm interested and are they capable of doing

	bility	the work in the required time frame? What sustainable practices does your firm do?
2.0	Cost and Work Hours	Do the proposed cost and work hours compare favorably with the project Manager's estimate? Are the work hours presented reasonable for the effort required in each project task or phase?
2.0	Firm Capability	Does the firm have the support capabilities the assigned personnel require? Has the firm completed previous projects of this type and scope? Does your firm have the financial resources, and qualifications to develop and operate the proposed community-owned solar program and generating facility?

**Reference Evaluation (Top Rated Firm)**

The project Manager may check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

<b>QUALIFICATION</b>	<b>STANDARD</b>
Overall Performance	Would you hire this Professional again? Did they show the skills required by this project?
Timetable	Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Was the Professional responsive to client needs; did the Professional anticipate problems? Were problems solved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?
Job Knowledge	a) If a study, did it meet the Scope of Work? b) If Professional administered a construction contract, was the project functional upon completion and did it operate properly? Were problems corrected quickly and effectively?

## **V. PROPOSAL RESPONSE**

The content and format requirements for all information submitted in response to this RFP are outlined here. A proposal that does not include all of the information required may be deemed incomplete and is subject to rejection. Responses must include all of the items listed below, in the order listed:

### **A. Cover Letter**

The cover letter must include all signatures necessary to approve and submit the Contractor's proposal by a representative having the authority to contractually commit the Contractor for Contractor's offer provided in the proposal and be dated no later than the Proposal Due Date. Additionally, the cover letter must include the following declaration:

### **B. Executive Summary**

The Executive Summary should highlight the content of the proposal and features of the community-owned solar program offered, including a general description of the program, the commercial operation date, the estimated quantity of renewable energy and RECs offered, and any unique aspects or benefits. In addition, this section should include reference to any government incentives that are being sought in connection with the proposal, including tax credits or grants.

### **C. Contractor Information**

The Contractor should provide the following information:

1. Primary and alternative contact information including contact name(s) and title(s), mailing address(s), phone number(s), and email address(s).
2. A brief profile of the Contractor's company and its ownership structure.
3. A description of community-owned solar generating facilities (including location, utility and nameplate capacities) that are owned and/or operated by the Contractor and currently in service or under construction.
4. Include reference information (current contact name, current telephone number and email address) from three or more current or past clients, which have used the firm for similar services.
5. A list of Utilities that the Contractor has provided community-owned solar solutions for or in partnership with during the last five (5) years, noting any utility branded programs. Reference information (name, phone number and email address) should be included for the Utilities as well.
6. The Contractor shall provide, with the original response document: 1. A current audited statement of financial condition, prepared by an independent certified public accountant; 2. Financial statements for the two (2) years preceding the year to which the statement required in (1) applies, prepared by an independent certified public accountant; 3. A bank reference; a narrative that demonstrates its financial capacity to undertake and complete the project as proposed
7. List of Project Personnel - This list should include the identification of the contact person with primary responsibility for this contract, the personnel proposed for this contract, and any supervisory personnel, including partners and/or sub-consultants, and their individual areas of responsibility. A résumé for each professional and technical person

assigned to the contract, including partners and/or sub-consultants, shall be submitted.

The résumés shall include at least three (3) references from previous assignments. Organization Chart/Proposed Project Team - An organization chart containing the names of all key personnel and sub-consultants with titles and their specific task assignment for this contract shall be provided in this section.

#### **D. Use of Subcontractors/Partners**

There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors' personnel for this contract, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. A résumé for each professional and technical person assigned to the contract, including partners and/or sub-consultants, shall be submitted.

Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.

#### **E. Methods and Approach**

1. Describe your recommended approach to the project. Provide 1-2 paragraphs of detail for each task.
2. Describe the anticipated interaction with the City.
3. Describe what resources you would expect (if any) the City staff to provide.
4. Describe the availability of project personnel to participate in this project in the context of the firm's other commitments.

#### **F. Billing Integration**

1. Provide a description of the methods supported and used to coordinate with Utilities' billing system, including an explanation of the data transferred or required.
2. Include a list of utility billing software programs that the Contractor has integrated with for automated on-bill credits.
3. Provide a description of real-time telemetry or other tools provided to Utilities and/or its customers by the Contractor.

#### **G. Community-Owned Solar**

The Contractor must provide:

1. A description of who will own the facility in the near and long-term, specifically noting participation of Utilities customer's interest in the array (ownership, etc.).
2. An estimated cost per watt price, or solar lease arrangement, for Utilities customer to participate in the program (including incentive assumptions).
3. A description of how customers can sell or transfer their shares to subsequent owners, including how pricing is determined.
4. Samples of the Contractor's community-owned solar marketing materials that have been used for the marketing of previous successful programs.
5. A copy of the Contractor's contract with the Customer.

## **H. Resource Availability**

Contractor must provide a brief description of the source of insolation data and any software package used to develop generation estimates. Include an average estimated generation profile by month.

## **I. Pricing**

1. Contractor must provide a total price from design to commissioning of the proposed 300 kW system, including a breakdown of hardware, installation and overhead and ongoing staff and administrative expenses. Pricing should be independent of the customer incentives provided by Utilities. Pricing should also be independent of the site selection; include detailed assumptions for any site characteristics related to pricing as stated in the Project Description above.
2. Provide the percentage of project first cost your firm will escrow for future operation and maintenance.

## **J. Timeline**

Contractor must provide a detailed schedule of project development activities and completion dates for engineering, permitting (including any necessary zoning or special-use permits), equipment procurement, construction, start-up, commissioning, marketing and sales.

## **K. Financing Plan**

Contractor must provide a detailed description of the financing plan for the project to support the commercial operation date of the facility. Contractor must include the anticipated source(s) of construction and term financing. Contractor should:

- a. If applicable, describe how the Federal Investment Tax Credit (“ITC”) established pursuant to the U.S. Internal Revenue Code would apply to the generating facility included in the proposal and Utilities customers.
- b. Describe any other awards, grants, special tax treatment or credits, loan guarantees or other subsidies that are or may be sought in connection with the generating facility(s).
- c. Describe any subsidies, identify any critical schedule deadlines, and indicate the anticipated likelihood of the Contractor and/or the generating facility(s) receiving such subsidies.
- d. Explicitly identify the economic and other impacts to the generating facility(s) and the community-owned solar program in the event that a subsidy is not received.

## **L. Operations and Maintenance Plan**

Contractors should provide an Operations and Maintenance plan for the facility, including secured funding sources for the plan. A brief summary of the O&M providers’ relevant experience should be included.

## **M. Additional Information**

Contractor may provide any additional information the Contractor feels will assist Utilities in their evaluation of the Contractor’s proposal.

**EXHIBIT A  
PROPOSAL ACKNOWLEDGEMENT**

Contractor hereby acknowledges receipt of the City of Fort Collins Utilities' Request for Proposal for a Community Solar Garden and acknowledges that it has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP. Additionally, the Contractor hereby makes the following representations to Utilities:

- a. All of the statements and representations made in this proposal are true to the best of the Contractor's knowledge and belief.
- b. The Contractor has obtained all necessary authorizations and approvals that will enable the Contractor to commit to the terms provided in this proposal.
- c. This proposal is a firm and binding offer, for a period of 180 days from the date hereof.
- d. I further agree that the method of award is acceptable to my company.
- e. I also agree to complete the proposed Agreements with the City of Fort Collins within 30 days of notice of award.
- f. If contract is not completed and signed within 30 days, City reserves the right to cancel and award to the next highest rated firm.
- g. I acknowledge receipt of \_\_\_ addenda.

Contractor Firm Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Remit to Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Authorized Agent of Firm Name: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Primary Contact for Project: \_\_\_\_\_

Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**PLEASE GO TO [www.fcgov.com/purchasing](http://www.fcgov.com/purchasing) TO REGISTER IN OUR E-PROCUREMENT SYSTEM FOR FUTURE BID OPPORTUNITIES! BE SURE TO SELECT ALL APPROPRIATE COMMODITY CODES.**

COMMODITY CODES USED FOR THIS RFP: 290-82 and 690-59

EXHIBIT B  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into the day and year set forth below, by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "City" and \_\_\_\_\_, hereinafter referred to as "Professional".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Professional agrees to provide services in accordance with any project Work Orders for RFP issued by the City. A blank sample of a work order is attached hereto as Exhibit "A", consisting of one (1) page and is incorporated herein by this reference. No Work Order shall exceed \$ \_\_\_\_\_. The City reserves the right to independently bid any project rather than issuing a Work Order to the Professional for the same pursuant to this Agreement. Irrespective of references in Exhibit A to certain named third parties, Professional shall be solely responsible for performance of all duties hereunder.
2. The Work Schedule. The services to be performed pursuant to this Agreement shall be performed in accordance with the Work Schedule stated on each Work Order.
3. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated as specified on each Work Order. Time is of the essence. Any extensions of any time limit must be agreed upon in writing by the parties hereto.
4. Contract Period. This Agreement shall commence upon the date of execution shown on the signature page of this Agreement and shall continue in full force and effect for one (1)

year, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for an additional period of one (1) year at the rates provided with written notice to the professional mailed no later than ninety (90) days prior to contract end.

5. Contract Period. [Option 1] This Agreement shall commence \_\_\_\_\_, 20\_\_\_\_, and shall continue in full force and effect until \_\_\_\_\_, 20\_\_\_\_, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed \_\_\_\_\_ (\_\_\_\_) additional one year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. The Denver Boulder Greeley CPIU published by the Colorado State Planning and Budget Office will be used as a guide. Written notice of renewal shall be provided to the Professional and mailed no later than ninety (90) days prior to contract end.
6. Early Termination by City. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Professional. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties.

All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

Professional:	City:	Copy to:
	City of Fort Collins	City of Fort Collins
Attn:	Attn:	Attn: Purchasing Dept.
	PO Box 580	PO Box 580
	Fort Collins, CO 80522	Fort Collins, CO 80522

In the event of any such early termination by the City, the Professional shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Professional's obligations under this Agreement. Such payment shall

be the Professional's sole right and remedy for such termination.

4. Design, Project Indemnity and Insurance Responsibility. The Professional shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services rendered by the Professional, including but not limited to designs, plans, reports, specifications, and drawings and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies. The Professional shall indemnify, save and hold harmless the City, its officers and employees in accordance with Colorado law, from all damages whatsoever claimed by third parties against the City; and for the City's costs and reasonable attorneys fees, arising directly or indirectly out of the Professional's negligent performance of any of the services furnished under this Agreement. The Professional shall maintain commercial general liability insurance in the amount of \$500,000 combined single limits and errors and omissions insurance in the amount of \$1,000,000, in accordance with Exhibit \_\_\_\_\_, consisting of one (1) page, attached hereto and incorporated herein.

7. Compensation. [Use this paragraph or Option 1 below.] In consideration of the services to be performed pursuant to this Agreement, the City agrees to pay Professional a fixed fee in the amount of (\$ \_\_\_\_\_) plus reimbursable direct costs. All such fees and costs shall not exceed (\$ \_\_\_\_\_). Monthly partial payments based upon the Professional's billings and itemized statements are permissible. The amounts of all such partial payments shall be based upon the Professional's City-verified progress in completing the services to be performed pursuant hereto and upon the City's approval of the Professional's actual reimbursable expenses. [Optional] Insert Subcontractor Clause Final payment shall be made following acceptance of the work by the City. Upon final payment, all designs, plans, reports, specifications, drawings, and other services rendered by the Professional shall become the sole property of the City.

8. Compensation. [Option 1] In consideration of the services to be performed pursuant to this Agreement, the City agrees to pay Professional on a time and reimbursable direct cost basis according to the following schedule:

Hourly billing rates:

Reimbursable direct costs:

with maximum compensation (for both Professional's time and reimbursable direct costs) not to exceed (\$ ). Monthly partial payments based upon the Professional's billings and itemized statements of reimbursable direct costs are permissible. The amounts of all such partial payments shall be based upon the Professional's City-verified progress in completing the services to be performed pursuant hereto and upon the City's approval of the Professional's reimbursable direct costs. Final payment shall be made following acceptance of the work by the City. Upon final payment, all designs, plans, reports, specifications, drawings and other services rendered by the Professional shall become the sole property of the City.

9. City Representative. The City will designate, prior to commencement of work, its project representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the City Representative.

10. Project Drawings. [Optional] Upon conclusion of the project and before final payment, the Professional shall provide the City with reproducible drawings of the project containing accurate information on the project as constructed. Drawings shall be of archival, prepared on stable Mylar base material using a non-fading process to provide for long storage and high quality reproduction. "CD" disc of the as-built drawings shall also be

submitted to the City in an AutoCAD version no older than the established city standard.

11. Monthly Report. Commencing thirty (30) days after the date of execution of this Agreement and every thirty (30) days thereafter, Professional is required to provide the City Representative with a written report of the status of the work with respect to the Scope of Services, Work Schedule, and other material information. Failure to provide any required monthly report may, at the option of the City, suspend the processing of any partial payment request.
12. Independent Contractor. The services to be performed by Professional are those of an independent contractor and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Professional's compensation hereunder for the payment of FICA, Workers' Compensation, other taxes or benefits or for any other purpose.
13. Personal Services. It is understood that the City enters into this Agreement based on the special abilities of the Professional and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City.
14. Acceptance Not Waiver. The City's approval of drawings, designs, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Professional of responsibility for the quality or technical accuracy of the work. The City's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement.
15. Default. Each and every term and condition hereof shall be deemed to be a material

element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default.

16. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.
17. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.
18. Law/Severability. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
19. Prohibition Against Employing Illegal Aliens. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Professional represents and agrees that:
  - a. As of the date of this Agreement:
    1. Professional does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and

2. Professional will participate in either the e-Verify program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the “e-Verify Program”) or the Department Program (the “Department Program”), an employment verification program established pursuant to Section 8-17.5-102(5)(c) C.R.S. in order to confirm the employment eligibility of all newly hired employees to perform work under this Agreement.
- b. Professional shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.
- c. Professional is prohibited from using the e-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- d. If Professional obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Professional shall:
  1. Notify such subcontractor and the City within three days that Professional has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Professional shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not

knowingly employed or contracted with an illegal alien.

- e. Professional shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.
  - f. If Professional violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, Professional shall be liable for actual and consequential damages to the City arising out of Professional's violation of Subsection 8-17.5-102, C.R.S.
  - g. The City will notify the Office of the Secretary of State if Professional violates this provision of this Agreement and the City terminates the Agreement for such breach.
20. Red Flags Rules. Professional must implement reasonable policies and procedures to detect, prevent and mitigate the risk of identity theft in compliance with the Identity Theft Red Flags Rules found at 16 Code of Federal Regulations part 681. Further, Professional must take appropriate steps to mitigate identity theft if it occurs with one or more of the City's covered accounts and must as expeditiously as possible notify the City in writing of significant breaches of security or Red Flags to the Utilities or the Privacy Committee.
21. Special Provisions. Special provisions or conditions relating to the services to be performed pursuant to this Agreement are set forth in Exhibit " " - Confidentiality, consisting of one (1) page, attached hereto and incorporated herein by this reference.

THE CITY OF FORT COLLINS, COLORADO

By: \_\_\_\_\_  
Gerry Paul  
Director of Purchasing & Risk Management

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

[INSERT PROFESSIONAL'S NAME] OR  
[INSERT PARTNERSHIP NAME] OR  
[INSERT INDIVIDUAL'S NAME] OR

By: \_\_\_\_\_

Title: \_\_\_\_\_  
CORPORATE PRESIDENT OR VICE PRESIDENT

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)

**EXHIBIT A  
WORK ORDER FORM**

PURSUANT TO AN AGREEMENT BETWEEN  
THE CITY OF FORT COLLINS  
AND

DATED:

Work Order Number:

Purchase Order Number:

Project Title:

Original Bid/RFP Project Number & Name:

Commencement Date:

Completion Date:

Maximum Fee: (time and reimbursable direct costs):

Project Description: \_\_\_\_\_

Scope of Services: \_\_\_\_\_

Professional agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Professional Services Agreement between the parties. In the event of a conflict between or ambiguity in the terms of the Professional Services Agreement and this work order (including the attached forms) the Professional Services Agreement shall control.

The attached forms consisting of \_\_\_ ( ) pages are hereby accepted and incorporated herein, by this reference, and Notice to Proceed is hereby given.

Professional

By: \_\_\_\_\_

Date: \_\_\_\_\_

City of Fort Collins

Submitted By: \_\_\_\_\_  
Project Manager

Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_  
Senior Utility Engineer

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
Water Engineering & Field  
Services Operations Manager

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
Utilities General Manager  
(over \$1,000,000)

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
Director of Purchasing & Risk Management  
(if over \$60,000.)

Date: \_\_\_\_\_

**EXHIBIT  
INSURANCE REQUIREMENTS**

1. The Professional will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Professional shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement:

"The insurance evidenced by this Certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Fort Collins."

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Professional, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Professional under this Agreement. The City, its officers, agents and employees shall be named as additional insureds on the Professional's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

2. Insurance coverages shall be as follows:
  - A. Workers' Compensation & Employer's Liability. The Professional shall maintain during the life of this Agreement for all of the Professional's employees engaged in work performed under this agreement:
    1. Workers' Compensation insurance with statutory limits as required by Colorado law.
    2. Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.
  - B. Commercial General & Vehicle Liability. The Professional shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than \$500,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Professional shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

## **EXHIBIT CONFIDENTIALITY**

**IN CONNECTION WITH SERVICES** provided to the City of Fort Collins (the "City") pursuant to this Agreement (the "Agreement"), the Professional hereby acknowledges that it has been informed that the City has established policies and procedures with regard to the handling of confidential information and other sensitive materials.

In consideration of access to certain information, data and material (hereinafter individually and collectively, regardless of nature, referred to as "information") that are the property of and/or relate to the City or its employees, customers or suppliers, which access is related to the performance of services that the Professional has agreed to perform, the Professional hereby acknowledges and agrees as follows:

That information that has or will come into its possession or knowledge in connection with the performance of services for the City may be confidential and/or proprietary. The Professional agrees to treat as confidential (a) all information that is owned by the City, or that relates to the business of the City, or that is used by the City in carrying on business, and (b) all information that is proprietary to a third party (including but not limited to customers and suppliers of the City). The Professional shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the City. Further, the Professional shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the City.

The foregoing to the contrary notwithstanding, the Professional understands that it shall have no obligation under this Agreement with respect to information and material that (a) becomes generally known to the public by publication or some means other than a breach of duty of this Agreement, or (b) is required by law, regulation or court order to be disclosed, provided that the request for such disclosure is proper and the disclosure does not exceed that which is required. In the event of any disclosure under (b) above, the Professional shall furnish a copy of this Agreement to anyone to whom it is required to make such disclosure and shall promptly advise the City in writing of each such disclosure.

In the event that the Professional ceases to perform services for the City, or the City so requests for any reason, the Professional shall promptly return to the City any and all information described hereinabove, including all copies, notes and/or summaries (handwritten or mechanically produced) thereof, in its possession or control or as to which it otherwise has access.

The Professional understands and agrees that the City's remedies at law for a breach of the Professional's obligations under this Confidentiality Agreement may be inadequate and that the City shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.