



REQUEST FOR PROPOSAL

To Provide
Professional Services

For

**Analysis of Town of Vail
Opportunities for Renewable
Energy Systems**

**Town of Vail
Environmental Sustainability
Department**

REQUEST FOR PROPOSALS
by:
TOWN OF VAIL
ENVIRONMENTAL SUSTAINABILITY DEPARTMENT
April 21st, 2023 ADVERTISEMENT AND NOTICE OF INVITATION

REQUESTS FOR PROPOSAL AVAILABLE:

Request for Proposal, including response submittal requirements for:

Analysis of Town of Vail Opportunities for Renewable Energy Systems

Will be available for download online at the following web address: www.vailgov.com. All proposers who download the RFP must register with Cameron Millard at Cmillard@vailgov.com to be added to the plan holder's list and receive future updates. Failure to do so may result in disqualification. All questions shall be directed to Cameron Millard at the above e-mail address by May 4th, 2023 by 4:00 pm.

RESPONSE INFORMATION:

Proposals are due by **4:00 PM** local time..... **May 18th, 2023**

E-mailed or Delivered to:

Town of Vail
Environmental Sustainability Department
75 S. Frontage Rd W.
Vail, Colorado 81657 Attn: Cameron Millard
E-mail: CMillard@vailgov.com

RFP Questions deadline at 4:00 pm local time... .. May 4th, 2023

Contract Award (Anticipated).....May 25th, 2023

General Project Description

The Town of Vail, Colorado is seeking proposals to evaluate the feasibility of installing photovoltaic energy systems at municipal buildings, facilities, and parking structures with the goal of reducing greenhouse gas emissions and achieving cost savings.



**Invitation for:
Request for
Proposal
Analysis of Town of Vail
Electrical Infrastructure
For Renewable Energy
System and Battery
Storage Backup**

April 21st, 2023

General Scope of Work

The Town of Vail is requesting proposals to evaluate the feasibility of installing photovoltaic energy and grid-tied battery storage systems at municipal buildings, facilities, and parking structures with the goal of reducing greenhouse gas emissions and achieving cost savings.

Work Duration

The time period for all work described in this scope of work covers the period from award date to July 7th, 2023.

Authorization to Proceed

Work shall not commence until written Notice to Proceed is received by the Consultant.

Scope of Work

Evaluate the feasibility of installing photovoltaic energy and grid-tied battery storage systems at municipal buildings, facilities, and parking structures with the goal of reducing greenhouse gas emissions and achieving cost savings.

Tasks

1. Involve coordination with staff to gather information necessary to evaluate existing infrastructure, including the following locations:

Community Development Building, Donovan Park Pavilion, Donovan Park Restroom, Fire Station 1, Fire Station 2, Fire Station 3, Vail Public Library, Municipal Building, Lionshead Parking Structure, Vail Village Parking Structure, Buzzard Park, Creekside Apartments, Ford Park Restrooms, Vail Gymnastics Center

2. Provide site-specific feasibility and risk assessment for potential photovoltaic arrays and battery-storage systems.
3. Recommend solutions for site-specific challenges, such as innovative technologies or arrangements for arrays to maximize solar potential and including public-private partnerships, grant opportunities, etc.
4. Evaluation of facilities current energy usage and return on investment analysis for potential solar systems and grid-tied battery storage systems.
5. Review and coordinate with local utility to determine the most cost-effective rate structure(s).
6. Provide a report detailing feasibility of installing renewable energy and battery storage system with system size (including battery size and duration capability), plus expected financial payback information including social cost of carbon.
7. Provide partial design of system (one-line diagram) and key technical considerations for PV solar plus battery storage including necessary switchgear for grid-tied emergency battery backup systems on those locations deemed technically feasible.

Submittal Requirements

- A. Proposal submittals shall include one (1) signed electronic pdf copy which contain:
 1. Cover sheet: The cover sheet shall list the name of the Consultant with names, email addresses and phone numbers of persons who may be contacted to answer questions. Also, the cover sheet shall state who prepared the submittal and how that person(s) can be reached.

2. Qualifications: The Consultant qualification information shall include:
 - a. Professional resume stating qualifications to provide the services described herein. Include number of years in business, number of employees, location of office or offices, names of principals or employees who will complete the services. All proposed sub-consultants to be used for this contract must be listed and must provide the information addressed above.
 - b. References (three minimum) must be provided identifying each client, a contact person and the client's mailing address and telephone number for similar projects done by the personnel to be involved in these projects.
3. Approach: Description of the approach to the project, noting project understanding, unique challenges, assessments, and project interpretation. Include intended deliverables, meetings, estimated milestone completion schedule and other project related information.
4. Fee: Provide a total cost of proposal. Proposal costs shall be broken down by necessary tasks 1-5 and a cost for the Add-Alternate as described above.
5. Schedule: Provide a specific timetable completion of the data processing and analysis
6. Any reservations, conditions or constraints related to the request for proposals.

Submittal of Proposals

Address all submittals to the attention of:
Cameron Millard
Environmental Sustainability Department
75 S. Frontage Rd W.
Vail, CO 81657
Phone: 970-477-3467
Email: CMillard@vailgov.com

The deadline for submittals is 4:00 pm May 18th, 2023

(Standard Contract Document)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2023 (the "Effective Date"), by and between the Town of Vail, a Colorado home rule municipal corporation with an address of 75 South Frontage Road, Vail, CO 81657, (the "Town"), and _____, an independent contractor with an address of _____, ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$_____. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act;

the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, in effect now or anytime hereafter.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors

as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. MISCELLANEOUS

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which

shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF VAIL, COLORADO

Russel Forrest, Town Manager

ATTEST:

Stephanie Bibbens, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2023, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public