



Request for Proposals

# HOLY CROSS ENERGY ENGINEERING SERVICES

Issue Date: April 5th, 2021  
Proposal Due Date: April 22nd, 2021

Issued by: Holy Cross Energy  
3799 Highway 82  
P.O Box 2150  
Glenwood Springs, CO 81602-2150

RFP Website: None



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## REQUEST FOR PROPOSAL

Holy Cross Energy (HCE) issues this Request for Proposals (RFP) from qualified individuals and firms for resources that meet one or more of HCE's needs as outlined in this RFP. HCE's focus for this RFP is on engineering services to support ongoing initiatives as an open-ended consulting arrangement as projects are identified.

## ABOUT HOLY CROSS

HCE is a not-for-profit cooperative association utility providing electricity and related services to approximately 43,000 members, primarily located in the Western Colorado counties of Eagle, Garfield, and Pitkin.

HCE has a peak winter load of about 270 MW, a peak summer load of about 145 MW, and provides 1,300,000 MWh in retail sales to about 58,000 meters. Peak daily system load typically occurs in the evening hours throughout the year. Power supply resources include long term contracts with Xcel Energy, Guzman Energy, Western Area Power Administration, an ownership share in the Comanche 3 coal-fired power plant near Pueblo, CO, and various local renewable generating facilities, including biomass, coal-mine waste methane, and solar and hydropower facilities within HCE's service territory. HCE's Board of Directors has adopted a voluntary goal of supplying 100% of the electricity used to serve customer load with renewable resources by 2030.

## GENERAL INFORMATION FOR RESPONDENTS

### 1.1. Code of Conduct and Fair Competition

It is the responsibility of the Respondent to notify the HCE Representatives in writing of any possible conflict of interest as set forth below. HCE will investigate the matter and determine if an actual conflict of interest exists.

A conflict of interest arises when an HCE board member, spouse of a board member, employee, officer, or agent involved in the RFP process or Contract has a financial or any other interest in a Respondent. If a conflict of interest exists, the Respondent may not submit a Proposal.

HCE may cancel the award if, in its sole discretion, HCE determines that any interest disclosed from any source could give the appearance of a conflict or cause speculation as to the objectivity of the product or service delivered by the Respondent. HCE's determination regarding any question of conflict of interest shall be final.

### 1.2. Compliance with Federal, State, and Local Laws



Respondent warrants in submitting a Proposal and in the performance pursuant to an award as a result of the Proposal, that Respondent has complied with, or will comply with, all applicable federal, state, and local laws, ordinances and all lawful orders, rules, and regulations thereunder.

### 1.3. Confidentiality

Any portions of the RFP containing confidential or proprietary information should be clearly marked "Proprietary and Confidential." HCE reserves the right to release any such information to its agents or contractors for the purpose of evaluating the respondent's proposal. Under no circumstances will HCE be held liable for any damages resulting from any disclosure of respondent's claimed confidential information during or after the RFP process.

### 1.4. Limitation of Liability

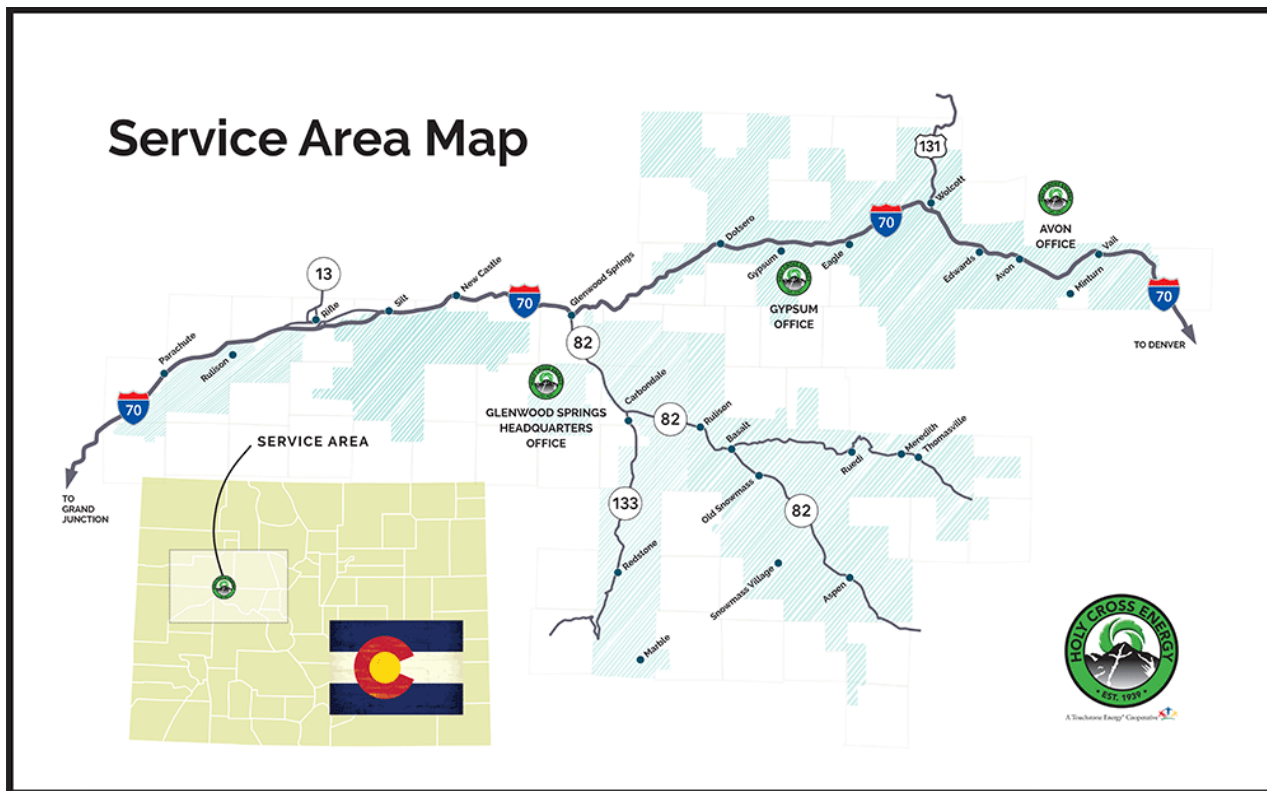
HCE makes no representations, warranties, or guarantees that the information contained herein is accurate, complete, timely, or that such information accurately represents the conditions that would be encountered in pursuing the work or at the site(s) of work now or in the future. The furnishing of such information by HCE shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Respondent, by submitting its Proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold HCE liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of HCE, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Respondent required by this RFP. Respondent shall not hold or attempt to hold HCE liable or responsible for any failure of any representation, statement or promise, of HCE, its directors, officers, agents, representatives, or employees, oral or in writing in any manner whatsoever.

### 1.5. Qualifications of Respondent

Respondent must possess the ability to perform successfully under the terms and conditions set forth in the RFP. Evaluation by HCE shall be based on factors in its sole discretion, including but not limited to such matters as Respondent's references; applicable licensure or certifications; record of past performance; and financial and technical resources.

### 1.6. HCE Service Area

HCE provides electricity and energy products and services to more than 43,000 members in the Western Colorado Counties of Eagle, Pitkin, Garfield, Mesa, and Gunnison.



## SCOPE OF SERVICE

The Consultant will provide HCE engineering services including but not limited to, the following:

- Engineering feasibility
- Economic feasibility
- Additional support

### 1.7. Example of Engineering Feasibility

- Identify opportunities for integrated clean energy system for the production, storage, and distribution located in an energy corridor.
- Examine both available and emerging technologies that could be applied to balance energy demand.
- What low-temperature, hot-water system technologies are currently operating in locations throughout the country and internationally?



- Provide several case studies of related existing systems to demonstrate both best practices and lesson learned in terms of implementation.
- What are potentially optimal combinations, with specification of mechanical equipment needed for all-electric conversions at specific sites nominated by HCE or in specific areas of the HCE service territory?
- Detailed factors necessary to determine the short-term and long-term impact on the consumer's energy bills and insurance costs for the building.

#### 1.8. Example of Economic Feasibility

- What are key points of comparison between district heating and replacing the gas mains for the current gas energy delivery system. In this comparison, please include system maintenance, fuel price volatility and liability insurance.
- Compare the costs and benefits to the utility and to consumers of designing the district heating with cooling capacity for the summer?
- What are the key barriers for mass adopting of gas boiler replacement?
- Review and comment on or recommend retail electric rate structures for use in beneficial electrification projects
- Comparison of transmission construction vs non-wires alternatives for sites nominated by HCE

#### 1.9. Example of additional support

- Conversion of fossil-fuel heating to electric-driven systems
- Microgrid and resilience projects

#### 1.10. Basis for Compensation

Compensation will be on a time and materials basis with a not-to-exceed ceiling for the entire contract. The services to be performed under this contract will be on an “as-needed” or “on-call” basis. It is expected that as specific projects and tasks are identified, a scope, schedule and level of effort will be solicited and negotiated for each task. It is anticipated that the contract not-to-exceed amount will be established during contract development with the successful respondent(s), based on the prospects for their support of HCE projects.

#### 1.11. Organization and Content of Proposal

- Provide a brief summary of the firm's background and organization.
- Provide similar background information for subconsultants who are proposed for the team.



- Discuss the firm's qualifications and available resources for performing the subject services.
- Provide a list of your best and most relevant projects, similar to the scope of services requested above, that your firm has completed in the last 10 years. Provide a brief description of each effort, including the dates during which the work was performed and the firm's role in the work. Include the client and contact information for each project listed.

#### 1.12. Consultant Team

Provide a Consultant team organization diagram, including the main contact person for the contract. The geographic location of the firm and each team member shall be identified. Describe the qualifications and experience of each of the proposed Consultant team members, as well as their respective roles. Key areas of expertise of each team member should be identified. Resumes for each team member may be included in an appendix.

#### 1.13. Proprietary Information

HCE may require the execution of a Non-Disclosure Agreement prior to the exchange of any confidential materials that would be provided protected status

#### 1.14. References

Provide a minimum of three references or contacts for whom your firm and Consultant team members have provided similar services. The name, address and telephone number of the owner's representative shall be provided.

### COMPLETION EXPECTATIONS

#### 1.15. RFP Schedule

HCE has established the target schedule shown below for the RFP. HCE may amend the target schedule at any time.

Event	Date
RFP Issuance	April 5 <sup>th</sup> , 2021
Proposal Submittal Date	April 22 <sup>nd</sup> , 2021
Estimated Notification	May 1 <sup>st</sup> , 2021



#### 1.16. Contact Information, Questions and Answers

Respondents may submit written requests for additional information via e-mail only. Any requests should be sent to [resourceRFP@holycross.com](mailto:resourceRFP@holycross.com). Questions submitted by Respondents and the answers to those questions will be sent to the inquiring party via e-mail and posted on the RFP website that will be accessible to all Respondents during the RFP process. All questions will be redacted to remove personal, company, or site related information at HCE's discretion. Any questions sent to any other e-mail address will not receive a response.

#### 1.17. Proposal Submission

Proposals must be in electronic format and each Proposal must be delivered to [resourceRFP@holycross.com](mailto:resourceRFP@holycross.com) by 4:30 P.M. (MST) on April 22nd, 2021. Proposals received later than the due date and time may be rejected by HCE without opening. A Proposal may be withdrawn at any time prior to the due date and time for receipt of Proposals set forth above.

Proposals must be submitted with the following email header and Respondent's company name clearly indicated in the body of the email:

**2021 Engineering Service RFP Response  
Confidential Proposal**

### **SUBMITTAL PREPARATION**

#### 1.18. Proposal Content Requirements

The content and format requirements for all Proposals submitted in response to this RFP are outlined here. A Proposal that does not include all the information required below may be deemed incomplete and is subject to rejection. If it appears that certain information is inadvertently omitted, then HCE may contact the Respondent to obtain the information. Proposals must include all the items listed below in the order listed:

1. Cover Letter
2. Resume
3. Company information
4. Example projects
5. Hourly rate
6. References



## EVALUATION PROCESS

### 1.19. Proposal Opening and Evaluation

Opening of the Proposals will not be done in public. Proposals will be screened for completeness and responsiveness to the RFP. Any Proposals that do not meet the content and organizational requirements specified herein may be eliminated from further consideration. HCE may, at its sole discretion, request additional information about any item in a Respondent's Proposal. Such requests will be made in writing via e-mail. The Respondent is required to provide a written response via e-mail to the sending e-mail address within five business days or HCE may, at its sole discretion, deem the Respondent to be nonresponsive and HCE may reject any further responses and terminate any discussions at any time. HCE encourages Respondents to provide one or more alternate points of contact for any questions.

### 1.20. Screening for Responsiveness

All Proposals received will be evaluated for responsiveness and completeness. HCE may eliminate any Proposals 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 Proposals, or (d) are submitted by Respondents that lack appropriate qualifications. Please be certain that all required information is included in the Respondent's Proposal, as HCE will not be required to notify the Respondent of incompleteness, seek clarification, or ask for additional information. Failure to provide the information set forth herein may be grounds for elimination of consideration.

### 1.21. Representations

This RFP does not commit HCE to enter into a contract, nor does it obligate HCE to pay for any costs incurred in preparation and submission of Proposals or in anticipation of a contract. HCE may modify or withdraw this RFP, may negotiate with Respondents to resolve contractual specifications, or may accept or reject any or all responses and terminate Contract development at any time. Prior to the execution of a Contract, HCE may:

- Request additional information from a Respondent; and
- Reject any or all Proposals; and
- Accept other than the lowest cost Proposal(s); and
- Obtain clarification from Respondents concerning Proposals; and
- Conduct Contract development discussions with selected Respondents; and
- Issue or reissue a new or amended RFP.

### 1.22. Ownership





All materials submitted in response to this RFP become the property of HCE upon submission. Selection or rejection of a Proposal does not affect this ownership right. All copyright of materials produced under any contract or subcontract awarded as a result of this RFP shall be retained by HCE. All forms of documents and data generated as a result of this RFP and any Contract or subcontract awarded as a result of this RFP are owned by and shall be delivered to HCE at the direction of the HCE Representative. During the period of performance, the information may not be disclosed by the Respondent to third parties, except as expressly provided in the Contract, without the written permission of the HCE Representative.

### 1.23. Proposal Selection

HCE may make an award without further discussion of the Proposals submitted; there may be no best and final offer procedure. Interviews and negotiations may be conducted with one or more of the Respondents. Each initial offer should contain the Respondent's best terms from a cost or price, service, timing, and technical standpoint.

HCE may conduct background checks of the Respondent and its principals and may consult references familiar with the Respondent and its principals regarding prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a Proposal shall constitute permission for HCE to make such inquiries and authorization to third parties to respond thereto. If a written consent is required by HCE, then the Respondent and its principals shall sign the consent form as tendered by HCE.

As a result of selection of a Respondent to supply products and/or services to HCE, HCE neither endorses nor suggests that the Respondent's product or service is the best or only solution. The Respondent agrees to make no reference to HCE in any literature, promotional material, brochures, sales presentation, or the like without the prior express written consent of HCE.

### 1.24. Rejection of Proposals

HCE has the right to reject any and all Proposals for any reason.

### 1.25. Notification of Award

An HCE Representative will issue a "Notification of Award" letter to any Respondent selected by HCE once selections have been made. The issuance of the letter shall not constitute any binding Contract between HCE and the Respondent. A binding contract must be entered into between HCE and any Respondent after the letter upon mutually acceptable terms.

END OF REQUEST FOR PROPOSALS—ATTACHMENTS TO FOLLOW



## LIST OF ATTACHMENTS:

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### Attachment 1: Sample agreement for Engineering Services

## Consulting Contract

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2021, between HOLY CROSS ELECTRIC ASSOCIATION, INC., d/b/a HOLY CROSS ENERGY, a Colorado corporation, hereinafter called the "Company," and Regulatory Assistance Project hereafter called the "Contractor".

FOR AND IN CONSIDERATION of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

1. Scope of Work

2. Term of Agreement (multiple year agreement)

a. This Agreement shall commence on \_\_\_\_\_, 2021, and, except as provided in this Agreement, shall continue through \_\_\_\_\_, 2021 (the "initial term"). Unless earlier terminated pursuant to any other applicable provision of this Agreement, this Agreement shall remain in effect for successive zero terms following the initial term. Either party may terminate this Agreement at any time, either during the initial term, without cause, by giving a written notice to the other party specifying a specific date upon which this Agreement shall terminate, which termination date shall be no less than thirty (30) days from the date on which the notice is deemed to have been received.

b. Termination or expiration of this Agreement does not release either party from any liability under this Agreement regarding indemnity or otherwise, which may have accrued or which arises out of any claim that may have been accruing at the time of termination.



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### 3. Price and Payment

In consideration of the Contractor's performance of the work and this agreement, the Company shall pay to the Contractor on a time & expense basis not to exceed \$15,000.

### 4. Use of Companies Name or Marks

The Contractor shall submit to the Company all advertising, sales promotion, press release and other publicity matters relating to the services performed by the Contractor wherein the Company's name or marks are mentioned or language from which the connection to said names or marks may be inferred or implied. The Contractor further agrees not to publish or use advertising, sales promotion, press releases and publicity matters without the Company's written approval.

### 5. Notices

Any demand, notice or other communication given in connection with this Agreement shall be given in writing and shall be given by personal delivery, by certified mail, or by electronic notification to the party at the address of such party listed below, or to such other address as any party may designate by notice given to the other party. Any communication given by personal delivery is deemed to have been given and received on the day of actual delivery; if given by registered mail, on the third business day following deposit in the mail; and, if given by electronic notification on the day of transmittal. Either party may change its address, phone or fax number by written notice to the other party as set forth herein.

### 6. Nondisclosure

Confidential information shall not be used for any purpose other than to analyze, evaluate, implement or complete the Purpose. Confidential information shall be held in strict confidence by Receiving Party and shall not be disclosed without Prior written consent of Disclosing Party, except to those advisors, agents, assigns, attorneys, employees, directors, officers, and/or members with a need to know the Confidential information for the purpose of analyzing, implementing or completing the Purpose. Receiving Party shall be responsible for any breach of this Agreement by Receiving Party or its Agents. Receiving Party shall use the same degree of care to protect the Confidential Information as Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard.

### 7. Indemnification

1. To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless Company and Company's directors, officers, and employees from all claims, causes of action, losses, liabilities, and expenses (including reasonable attorney's fees) for personal loss, injury, or death to persons (including but not limited to Contractor's employees) and loss, damage to or destruction of Company's property or the property of any other person or entity (including but not limited to Contractor's property) in any manner arising out of or connected with the Agreement, or the materials or equipment supplied or services performed by Contractor, its subcontractors and suppliers of any tier. But nothing herein shall be construed as making Contractor liable for any injury, death, loss, damage, or destruction caused by the sole negligence of Company.



The Company shall indemnify, defend and hold harmless the Contractor, its owners, parents, subsidiaries, affiliates, agents, officers, directors and employees against any and all liabilities to the extent they arise from or are attributable to the negligence, gross negligence or willful misconduct of the Company, its officers, employees, agents, subcontractors or representatives or any breach of this Agreement by the Company.

**8. Relation of the Parties**

The Contractor is retained by the Company only for the purposes and to the extent set forth in this Agreement and the Contractor’s relationship to the Company shall, during the term of this Agreement, be that of an Independent Contractor. The Company shall not withhold, from sums becoming payable to the Contractor hereunder, any amounts for State or Federal Income Tax, or for FICA (Social Security) taxes, during the term of this Agreement. The Contractor shall be free to dispose of such portions of the Contractor’s entire time, energy and skill as the Contractor is not obligated to devote hereunder to the Company in such manner as the Contractor deems advisable. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the Company pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to the Company’s employees.

**9. Professional Responsibility**

Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Contractor in accordance with the Contractor’s independent and professional judgement. The Contractor shall perform the services substantially in accordance with generally accepted practices and principles of the trade. This Agreement shall be subject to the rules and regulations of any and all organizations and associations to which the Contractor may from time to time belong and to the laws and regulations governing the practice of the Contractor’s trade in this state.

Acknowledged and agreed by the authorized representatives of the parties.

Company	Contractor
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Authorized Signature	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Authorized Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Printed Name	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Printed Name
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date

**HCE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OR COMPLETENESS OF ANY CONTENT OR THE INFORMATION REFERENCED IN ATTACHMENT 1. HCE DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THE INFORMATION CONTAINED IN ATTACHMENT 1 AND WILL NOT BE LIABLE FOR ANY DAMAGE OR LOSS RESULTING FROM**



A RESPONDENT'S USE OF THE INFORMATION IN CONJUNCTION WITH THIS RFP OR OTHERWISE.