



**Request for Proposal (RFP)
for
ELECTRIFICATION & EFFICIENCY STUDY
for
THE SUPERIOR COMMUNITY CENTER
Project No: ADMIN-2024-06
Date: June 20, 2024
Submittal Deadline: July 22, 2024 at 10:00 AM**

Introduction

The Town of Superior, Colorado (Town) is seeking Proposals from qualified consulting firms interested in providing an electrification and efficiency study for the Town.

The Town has ambitious climate and renewable energy goals as part of its [Sustainability Action Plan](#). In February 2024, the Town of Superior received a Boulder County Environmental Sustainability Matching Grant to develop a roadmap for energy efficiency and electrification in municipal facilities. The Town aspires to be a leader in environmental sustainability and lead by example when it comes to beneficial electrification; staff worked with Xcel Energy's Partners in Energy Program in 2023 to create a [Beneficial Electrification Plan](#). The Town is interested in retaining the services of a consultant or team of consultants with experience in electrification, energy efficiency planning, energy audits and facilities planning.

Interested firms are invited to submit (1) electronic copy of the Proposal by 10:00 a.m. on **July 22, 2024** to:

Alexis Bullen, Sustainability Manager
alexisb@superiorcolorado.gov

Questions or requests for additional information should be sent in writing by 10:00 a.m. on **Wednesday, July 10, 2024**, to Alexis Bullen, Sustainability Manager, at alexisb@superiorcolorado.gov

Amendments to the RFP

The Town reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of Proposals. Addenda or amendments will be uploaded to the Rocky Mountain E-Purchasing System (www.rockymountainbidsystem.com) and posted on the Town website (www.superiorcolorado.gov) as soon as available. It shall be the responsibility of the Consultant to include any modifications to the project from all addenda. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

Background

The Town is located in eastern Boulder County adjacent to U.S. Hwy 36 and about 6 miles east of the City of Boulder. The community has a population of approximately 13,000 residents. The Town provides a wide array of municipal services.

The Town worked with Xcel Energy's Partners in Energy Program in 2023 to create a [Beneficial Electrification Plan](#).

The Beneficial Electrification Plan focuses on three key strategies:

1. Strategy 1 – Electrify Existing Facilities
2. Strategy 2 – Support All-Electric New Development
3. Strategy 3 – Explore Electrification Opportunities for Town Fleet and Facilities

This scope of work supports Strategy 3 of the Plan.

Facility Description

The Town of Superior Community Center is 13,869 square feet. Operating hours are 8:00 AM to 8:00 PM Monday through Thursday, 8:00 AM to 10:00 PM Friday and Saturday, and 12:00 PM to 6:00 PM on Sunday. The energy using equipment in the building includes:

Primary Heating, Cooling and Ventilation/Exhaust

- 10-ton gas-fired/DX RTU (1998) controlled with programmable thermostats using unoccupied setbacks (Scheduled for replacement)
- 8.5-ton gas-fired/DX RTU (1998) controlled with programmable thermostats using unoccupied setbacks (Scheduled for replacement)
- 10-ton gas-fired/DX RTU (2020) controlled with programmable thermostats using unoccupied setbacks (Scheduled for replacement)
- Fractional horsepower for bathroom exhaust, manual control

Domestic Hot Water

- 199,900 BTU condensing water heater (2020)
- Touchless low-flow WaterSense faucets (0.5 gpm) aerators
- Kitchen pre-rinse valve (1.1 gpm)

Lighting

- Interior lighting and exit signs - all LED
- Exterior lights - mix of CFL or HID fixtures with photocell control

Kitchen

- Low-temperature, chemical sanitization, undercounter dishwasher
- Medium- and low-temperature reach-in coolers

Vending Machines

- Three Avenue C Model vending machines from Canteen that each will have their own dedicated 110 circuit are set to be installed in early July

The Town of Superior Community Center facility presently has an average yearly peak demand of 49 kW and consumes about 87,640 kWh annually. The average annual cost of this energy is about \$10,695. The facility presently consumes about 7,432 therms annually. The average annual cost of this energy is about \$4,178. A Level 1 Energy Assessment was completed through Xcel Energy's Streamlined Assessment program, and the report will be made available to the selected vendor for this scope of work.

Project Description

Task 1: ASHRAE Level III Audit

Provide an ASHRAE Level III Audit, also known as an investment grade audit (IGA), including the following:

- Create an energy benchmark by end use, either via measurement/metering or estimate, and calculate the building EUI (kBtu/sf-year), total annual energy use (MBtu) and total annual energy cost (\$/year or \$/SF-year).
- Compare current EUI against Colorado BPS performance target for similar building type and identify target EUI.
- Provide site inspection to perform a detailed building survey.
- Provide energy logging for a minimum of 30 days.
- Identify energy efficiency measures (EEMs) with a focus on electrification and estimate energy and cost savings.
- Work with Town of Superior current or vetted local vendors to provide quotes to provide cost estimates for each EEM.
- Provide quantitative analysis of the economics for each EEM, as well as appropriately bundled EEMs into larger projects.
- Provide an estimated timeline for project implementation to reach target EUI.
- Provide a complete IGA Report with a focus on beneficial electrification for the Community Center.

Task 2: Identify Funding Sources for Implementation

Assist the Town of Superior in identifying available funding sources to offset the costs of implementing the EEMs identified during the IGA and provide the following:

- Evaluate available funding sources including, but not limited to, utility rebates, tax credits, grants, etc. Provide specific focus on electrification funding, if available.
- Identify any specific timing or qualification requirements that may impact the likelihood of receiving the funding.
- Estimate the amount of funding the Town of Superior project could receive.
- Update project and EEM economics for the Community Center to include the impact of potential outside funding sources (rebates, grants, etc.). Provide economic analysis both with and without outside funding sources.
- Assist the Town of Superior in completing the necessary applications or documentation to apply for funding (custom rebate forms, grants, etc.)

Task 3: Create an Electrification Roadmap

Create an electrification roadmap for the Community Center, with takeaways and lessons learned to apply to other Town of Superior facilities, including all recommended changes and upgrades for efficiency and electrification. Provide the following:

- Provide a written plan detailing the recommended projects needed to electrify the Community Center.
- Provide broad recommendations and strategies that could be applicable to other Town facilities to help the Town sequence and plan for future electrification.
- Host a meeting or Town of Superior sustainability and facilities staff to get feedback and confirm direction of the electrification roadmap.
- Provide a recommended timeline and approach for implementation, including beneficial alignment with other EEM implementations or with future renovations (i.e. what would trigger completing certain upgrades and energy system conversions). The Community Center electrification could potentially early or the first part of Phase 1 of the implementation plan.
- For the recommended projects at the Community Center, provide necessary documentation to clearly explain each project, including conceptual design narratives and/or supporting sketches for implementation. Provide implementation Scope of Work for Town of Superior to provide to designers/contractors.
- Provide order of magnitude budget estimates for each project at the Community Center for use by Town of Superior in their capital planning efforts.

Scope of Work:

In order to prepare the Community Center for future beneficial electrification work, the following tasks are required as part of this project scope of work:

1. Task 1: ASHRAE Level III Audit
2. Task 2: Identify funding sources for Implementation
3. Task 3: Create an electrification roadmap

Conditions of Award

It is the intent of the Town to award to the most responsive firm provided the proposal has been submitted in accordance with the requirements of this RFP document, judged to be fair and reasonable. The Town shall be the sole judge of the firm's qualifications, and whether the proposal is in the best interests of the Town.

The Town may conduct such investigations as the Town considers necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the offers and award in accordance with the RFP documents to the Town's satisfaction within the prescribed time. The Town may consider, but not be limited to, operating costs, maintenance requirements, performance data, and guarantees of materials and equipment as part of its evaluation.

The Town shall have the right in its sole discretion to terminate the award with or without cause.

Confidentiality

Proposals submitted to the Town for consideration shall be subject to the Colorado Open Records Act and Colorado Statute C.R.S. Sec 24-92-103(4) after award is made. Any confidential information in your proposal shall be identified as such. Firms will be notified before information is released. Proposals submitted and terms and conditions specified in each firm's response shall remain the property of the Town.

Additional Information

Proposals will be considered only from firms or individuals that are well-established in an appropriate business, who are financially responsible, and who have the resources and ability to offer services in a professional and expedient manner. The Town reserves the right to be the sole judge of these criteria.

The Town may request additional information as deemed necessary. Failure to provide such information may result in the proposal being considered incomplete.

The Town reserves the right to reject any and all proposals, to waive any informalities in the proposals received, and to accept the proposal deemed most advantageous to the Town.

Joint Proposals

Multiple vendors may form a team to submit a joint proposal. All firms and individuals involved must be identified in the proposal. A single individual and firm must be designated as having overall responsibility for services. The lead individual and firm will serve as the Town's primary contact and will be responsible for ensuring agreed upon timelines and work requirements are met.

No Conflict of Interest

Firms should have no real or apparent conflict of interest. A conflict of interest includes any financial or contractual relationship with a firm, individual, or association with a direct financial interest in Town revenues. Examples of such firms, individuals, or associations include owners of retail and commercial properties within the Town, Chambers of Commerce and other business groups.

All work products developed by the firm will become property of the Town upon completion of the work. The Town may request copies of relevant spreadsheets or databases developed as part of the firm's work.

RFP Submittal

The Town invites qualified Consultants to submit Proposals for providing an electrification and efficiency study for the Town. Brevity and conciseness of the submittal is welcome. The submittal should include the following:

1. A cover letter of introduction with a short background of the firm, current project work schedule with timelines, statement of interest and commitment to meeting the project schedule/timeline.
2. A Statement of Qualifications and relevant experience of the Consultant. This should include the firm's involvement in completing similar studies, audits and research.
3. Provide relevant experience for any proposed sub-consultants.
4. Project team organization chart and resumes of key personnel who will be working on this project.
5. A brief outline of your approach to accomplishing the following, including the key individual(s) who will be performing the following work:
 - a. Audit
 - b. Funding research
 - c. Electrification roadmap creation
6. An estimated cost/fee proposal for performing your work which includes hourly rate and number of hours. Provide a table indicating the hours for major work task and sub-consultant fees.

Evaluation Criteria

- A. General experience and technical competence
 - Qualifications of personnel
 - Relevant experience of firm
 - Customer service and communication
- B. Overall impression of proposal
 - Organization, clarity, conciseness and thoroughness
 - Approach to providing the scope of services and methodology for developing and implementing the scope
- C. Price/Value of proposed services

The Town will evaluate each proposal in accordance with the evaluation criteria identified above.

Noted below are some of the key elements of the above listed evaluation criteria that will be considered in the evaluation of each firm's proposal.

1. Knowledge of electrification, energy audits, funding opportunities, and facilities planning
2. Qualifications and experience of individual team members as they relate to these services;
3. Experience and resources of the firm(s) as they relate to services;
4. Customer service;
5. Proposed fee schedule;
6. Lack of any real or apparent conflict of interest for individuals and firm.

Selection Process

The RFP submittal will be used to identify qualified Consultants capable of performing this work and the Town may invite up to four (4) Consultants for formal interviews.

The Town reserves the right to reject any and all proposals. The successful Consultant will need to execute a Professional Services Contract with the Town.

Signatures

The proposal documents do not require authorized signature for submittal. Signatures will be required of the selected Consultant as part of the contract process.

Attachments:

- I. Proposed Project Schedule
- II. Sample Town Professional Services Agreement Template

I. Proposed Project Schedule

June 20, 2024	Post RFP
July 10, 2024	Questions/Request for Additional Information due 10:00AM
July 22, 2024	Proposals due 10:00AM
Week of August 12	Consultant Selected
August 21, 2024	General Services Agreement Approval
August 26, 2024	Project Kickoff
December 2, 2024	Project complete

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2024 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Town"), and _____, an independent contractor with a principal place of business at _____, CO _____ ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required 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. 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 licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors 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. 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, as now or at any time hereafter in effect.

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.

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

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.

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 Boulder 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 other terms or obligations 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, and 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.

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

TOWN OF SUPERIOR, COLORADO

Matthew G. Magley, Town Manager

ATTEST:

Lydia Yecke, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2024, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A
SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall
- Contractor shall
- Contractor shall

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

-