



CITY OF BOULDER CITY, NEVADA

REQUEST FOR PROPOSALS

FOR

**DEVELOPMENT OF RENEWABLE ENERGY POWER GENERATION FACILITIES
IN THE CITY OF BOULDER CITY, NEVADA**

PREPARED BY:

**THE CITY OF BOULDER CITY
FINANCE DEPARTMENT
401 CALIFORNIA AVENUE
BOULDER CITY, NEVADA 89005
(702) 293-9246
(702) 293-9433- FAX**

Issue Date: April 24, 2019

Submission Deadline Date: 2:30 pm, August 1, 2019

**Request for Proposals
Development of Renewable Energy Power Generation Facilities at:
Black Hills South**

**REQUEST FOR PROPOSALS
FOR
DEVELOPMENT OF RENEWABLE ENERGY POWER GENERATION FACILITIES
IN THE CITY OF BOULDER CITY, NEVADA**

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RFP Due Date: August 1, 2019
RFP Due Time: 2:30 PDT

Request for Proposals

For

Development of a Utility-Scale Renewable Energy Facility in the Eldorado Valley in
Boulder City, Nevada

The City of Boulder City, Nevada, a municipal corporation located at 401 California Avenue, Boulder City, Nevada (the “City”) is seeking proposals from Respondents who are knowledgeable in and have the ability to plan, finance, develop, construct and operate a utility-scale renewable energy generation system. This includes solar, wind, energy storage and similar facilities. Companion facilities such as a natural gas peaker facility are acceptable as an ancillary development to the site.

The City is seeking proposals from Respondents to lease property from the City for the utility-scale renewable energy facility. The City must comply with Nevada Revised Statutes relating to the disposal of property, and the minimum acceptable lease value is **one thousand five hundred dollars (\$1,500.00)** per acre, per year. The respondent needs to consider the value of the property as part of the project cost in evaluating the viability of their renewable energy project.

The ultimate, successful Respondent(s) will be an integral part of continuing City efforts to establish the City of Boulder City as the leading renewable energy location in the country and will be expected to conduct their activities in compliance with the highest standards.



RESPONDENT CONTACT INFORMATION

Contact Person

Title

Phone Number

Fax Number

Company Name

Mailing Address

Email Address

Assistant Name

Phone Number

Email Address



REQUEST FOR PROPOSALS

Respondents are invited to submit proposals in conformance with the requirements described herein:

PART 1 – PROPOSALS

- 1.1 PURPOSE:** The City of Boulder City, Nevada, a municipal corporation located at 401 California Avenue, Boulder City, Nevada (the “City”) is seeking proposals from Respondents who are knowledgeable in and have the ability to plan, finance, develop, construct and operate a utility-scale renewable energy generation system. The ultimate, successful Respondent(s) will be an integral part of continuing City efforts to establish the City of Boulder City as the leading renewable energy location in the country and will be expected to conduct their activities in compliance with the highest standards. The City is seeking proposals from Respondents to lease property from the City for the utility-scale renewable energy facility. The City must comply with Nevada Revised Statutes relating to the disposal of property, and the minimum acceptable lease value is one thousand five hundred dollars (\$1,500.00) per acre, per year. The respondent needs to consider the value of the property as part of the project cost in evaluating the viability of their renewable energy project.
- 1.2 CONTACT PERSON:** All communication regarding this RFP must be made in writing and directed to Brok Armantrout, Contracts/Real Estate Manager, 401 California Ave, Boulder City, NV 89005, or to barmantout@bcnv.org, or by fax at (702) 293-9433, or by hand delivery at City Hall, 401 California Avenue, Boulder City, Nevada.
- 1.3 PRE-PROPOSAL CONFERENCE AND SITE TOURS:** There will be one (1) pre-proposal conference held on June 5, 2019. The proposal conference and site tour will start at 9:00 a.m. in the Large Conference Room at City Hall, 401 California Avenue, Boulder City, Nevada. The City will not provide transportation to the site but will direct Respondents to the site. It is recommended that Respondents use a 4-wheel drive vehicle to access the site. Respondents are encouraged, but not required to attend the proposal conference for this RFP.
- 1.4 WRITTEN QUESTIONS:** Respondents may submit written questions. The City will endeavor to respond in writing to requests for information within two (2) working days; however, the City makes no assurance that written responses will be tendered if, in the opinion of the City, such information is evident in the RFP or goes beyond the intended scope of this solicitation. Any written responses to questions made shall be sent to all prospective Respondents who have requested a copy of this RFP and who have returned the Vendor’s Contact Information form to the City.



- 1.5 AMENDMENTS OR CANCELLATION OF THIS RFP:** If this RFP requires amendment, written notice of the amendment will be given to all prospective Respondents identified in Section 1.4 and posted on the City’s website. Receipt of amendments must be acknowledged in writing by prospective Respondents to Brok Armantrout. Acknowledgment by facsimile or e-mail is permitted. The City reserves the right to modify, amend or cancel this RFP if the City determines, in its sole discretion, that it is in its best interest to do so.
- 1.6 SUBMISSION REQUIREMENTS:** Three (3) copies of responses (including one electronic copy in PDF format) must be received and time-stamped no later than 2:30 p.m. Pacific Daylight Time, Thursday, August 1, 2019. All responses must be marked “*RFP for Renewable Energy Facilities for Electrical Power Generation in the City of Boulder City—Black Hills South.*” After opening and review, City staff will make recommendations for award to the City Council who will determine which Respondent(s) the City will enter into negotiations for a lease agreement (the “Agreement”).
- 1.7 DISCLOSURE:** Proposals submitted in response to this RFP are subject to disclosure pursuant to Nevada Revised Statutes. Respondents must identify specifically those portions of their proposals, if any, which they deem contain confidential or proprietary information or trade secrets and must provide justification why such materials should not be disclosed pursuant to the Nevada Revised Statutes This confidential information will be for staff consideration and will remain confidential until the recommendation by staff is forwarded to City Council. Appropriately identified proprietary respondent information will remain confidential as provided for in the applicable Federal and Nevada statutes.
- 1.8 INCURRED EXPENSES AND RESPONSIBILITY:** The City is not responsible for any expenses the Respondents may incur in preparing and submitting proposals. Responding to the RFP creates no contractual or other rights to a Respondent, nor is any obligation incurred on the part of the City by receipt of the proposal. Failure by the City to select any Respondent for negotiations shall create no claim, or cause of action, legal or equitable, including but not limited to, damages for Respondent’s cost of preparation.
- 1.9 PROPOSAL IS PROPERTY OF THE CITY:** The information submitted by Respondents and received by the City shall become the property of the City and, in particular, the City has the unqualified right to utilize the information received from any Respondent in negotiations or contracting with that Respondent. Proposals submitted to the City will become the sole property of the City and, concomitantly, Respondent must waive and forfeit any and all proprietary rights in and to the information or contents of its submission or proposal. Any resulting contract will be subject to future negotiations and subsequent City Council approval.



1.10 ACCEPTANCE OF TERMS AND CONDITIONS: By submitting a proposal in response to this RFP, the Respondent accepts all terms and conditions set forth in this RFP.

1.11 TERMS AND DEFINITIONS:

City means the City of Boulder City, Nevada, a municipal government.

Black Hills South means an approximately 1,100-acre site located at the south end of the Dutchmans Pass valley as it enters into the Eldorado Valley. The site is near adjacent to the Sloan Canyon National Conservation Area on the south side and the Black Hills on the north. The Black Hills South site is more specifically described in Exhibit A.

Execution Payment means a payment made at the time the City and the Respondent enter into a lease agreement.

Interim Payment means a payment made prior to construction and commercial operation that may or may not be less than the annual lease payment.

Lease Payment means the full lease value of the property.

RFP means this Request for Proposals.

Respondent means the person or entity responding to this request, as well as the contractor who may ultimately be selected to perform the work contemplated by this Request and the firm and its permitted successor and assigns.

1.12 GUARANTY: The City will require some form of financial assurance from the successful Respondent. The City may request a letter of credit or performance bond from the successful Respondent in an amount not to exceed \$50,000 as an assurance the Respondent will enter into negotiations and a lease agreement. A Respondent proposing to create a Limited Liability Company (LLC) for the project MUST sign a parent guarantee.

PART 2 - PROJECT SITE

2.1 The “Black Hills South” site consists of approximately 1,100 acres ground with a gentle S-SE slope facing near the Dry Lake Bed in the City’s Eldorado Valley located. The site is immediately adjacent to the Copper Mountain Solar 3 project and approximately 3.4 miles from the Eldorado Substation complex. The Mead substation is located approximately 9 miles to the north and east of the site. Maps (2) of this area are attached – Exhibit A – area map and Exhibit B - Renewable Energy Development Site - Black Hills South Development Site. Proposals for this type of development will be accepted for any or all portions of available property in the “Black Hills South” site.



PART 3 - SCOPE

3.1 PROJECT DESCRIPTION: The City is interested in promoting the beneficial use of undeveloped land for renewable energy production. The objective of the City in issuing the RFP is to aid and encourage the development of new low-water using or reclaimed water using renewable energy generation technologies as well as to continue the expansion of renewable energy resources within the Eldorado Valley. Wind has also been identified as potentially viable at this location, as has subterranean compressed air technology. The City has the ability to enter into a long-term lease for the use of the city property for the generation of electricity. A utility-scale photovoltaic or other low water generation technology is the anticipated development on this site. Preference will be given to those proposals that include energy storage as part of their project.

3.1.1 Suitability of Site. It is the responsibility of the Respondent to determine the adequacy of the site. The Respondent shall use the documentation provided through this RFP and other field evaluation to make their determination regarding the site's soil, rock and subsurface conditions, including, but not limited to the potential for flooding, to determine the suitability of the site for the planned usage. Respondent assumes all risk resulting in any change in conditions that may occur during the progress of the work or implementation of the contract. The City shall have no responsibility under or in implementation of the contract ultimately executed for insufficient data or incorrectly assumed conditions concerning the character of the site or the nature of the work to be done under the executed contract. However, the City will cooperate with Respondent to obtain information relating to these matters including making available applicable records in the City's possession.

3.1.2 Respondent to perform their own examination. The Respondent shall perform its own examination and research required by this RFP, the proper method of doing the work and all conditions affecting the work to be done, and the labor, equipment, and materials needed thereon, and the quality of the work to be performed. The Respondent shall assume responsibility to become knowledgeable regarding all such conditions, and that Respondent's conclusion to submit a proposal is based upon such investigations and research regarding all such conditions, and that Respondent shall have and make no claim against the City because of any estimates, statements, or interpretations made by an officer or agent of the City which may prove to be in any respect in error or erroneous

3.2 PERMITS, APPROVALS, AND SITE SPECIFIC REQUIREMENTS: The Respondent is responsible for obtaining all relevant approvals and permits associated with the renewable energy project. These may include but are not limited to BLM rights-of-way, construction permits, grading permit, electrical



permits, State of Nevada permit and interconnection agreements, Clark County dust control permits and the Health District septic tank permit.

3.2.1 Utilities: The following utilities can be available for development in the Renewable Energy Development Site Area but must be extended to the area by the developer:

- a) Water: Respondent(s) are advised that the availability of “potable water” to the area is limited to water for administrative use only. The nearest suitable line location for extension currently ends at the substation for the Copper Mountain Solar 3 project. The successful respondent(s) will be required to extend this line to the lease site to provide potable and fire protection water. The extension of this line may require onsite pumping and storage in order to provide adequate service for fire protection needs. The City will have approximately 400-acre-feet of wastewater effluent (spring of 2020) that, if suitable, will require the construction of an appropriate water line to deliver it to the site. Should the successful respondent negotiate a contract to take treated wastewater effluent for use in their project, the wastewater effluent waterline construction will be constructed at their sole cost.
- b) Sewers: There currently is no sewer availability to the site. A septic tank and drain system will be required at this location if the project will contain restroom or kitchen facilities. Successful Respondent(s) will be responsible for obtaining all necessary permits, including soils testing, percolation tests, etc. as related to the permitting process.
- c) Access: The City will provide access to the site; however all access roadway(s), sidewalk and/or street lighting improvements needed for the project will be the responsibility of the Respondent.
- d) Electric: Electrical power for Utility-Scale Project in the Eldorado Valley Solar Energy Zone is within the certificated service territory of Nevada Power Co. Requirements for electrical power in this area and would be secured by negotiation with NV Energy. Successful Respondent(s) are responsible for any and all coordination with NV Energy for the extension of pole utility service lines to serve the site(s). This will include obtaining any rights-of-way and/or easements for the new service lines.
- e) Other Utilities: The extension and provision of other utilities, such as natural gas, cable television, telephone, etc. are the sole responsibility and cost of the lessee.



3.2.2 Land Use and Zoning. The property under consideration for this RFP is owned by the City of Boulder City and is zoned GO-Government Open Space. Upon the award and signing of a lease, the City will rezone the parcel to an appropriate zoning classification and master land use plan designation supporting the proposed renewable energy electric generation use.

3.2.3 City Provided Materials. The City is providing to interested parties the following documents to assist in the evaluation of this RFP: a renewable energy area tract map and locations of area sub-stations. The RFP is available for review on the City's website:

<http://bcnv.org/Bids.aspx>

3.2.4 Required Improvements Prior to Construction. The Respondent must have paved access to the site and sufficient water supply on-site for fire protection prior to construction of the renewable energy facility or other vertical/habitable structures.

3.3 SUBSTATION GEN-TIE CONNECTIONS: The City makes no promises nor guarantees that the desired substation for a gen-tie connection can be made available. It will be the responsibility of the lessee to acquire rights and necessary access routes to the desired substation connection(s), including any negotiations necessary for line crossings or pole sharing arrangements. The issuance of this RFP shall not be construed as to commit the City to guarantee access to a particular substation.

Substations/switchyards that are within several miles of the site include the recently constructed Sloan Canyon Switchyard, and McCullough, Marketplace and Eldorado substations. At some distance is the Mead substation. You are encouraged to speak with the operators of these facilities to determine your best option for interconnection(s) with the grid to deliver energy.

PART 4 - SUBMITTALS

4.0 SUBMITTAL: The Respondent must demonstrate that it is qualified. At a minimum, the Respondent must describe proven experience in the financing of similar sized projects; construction of similar sized projects, power and interconnect contracts, and knowledge of renewable energy technologies.

4.1 Contents of Proposals. All proposals must include information concerning and describing the Respondent, an executive summary, a technical element, a business element, and a qualification element. A more



detailed description and requirements of each of these elements are outlined below.

4.2 Information describing Respondent:

- (a) Name, address, and telephone number of Respondent and contact person;
- (b) Description of its organization, i.e., corporation, limited liability company, sole proprietor, partnership, etc.) Provide a certified copy of the Respondent's charter documents (articles of incorporation, articles of organization, etc.) and a copy of the organizational chart;
- (c) Respondent's officers, directors and owners or shareholders having ten percent (10%) or more interest or ownership of Respondent;
- (d) If a partnership or joint venture between two or more parties or entities is contemplated, a description of past and current relationship of the parties.

4.3 Executive Summary shall provide a concise listing of the essential technical and business elements of the proposal being submitted.

4.4 Technical Element shall consist of a detailed description of the

- (A) proposed services, concept plan, scheme, design,
- (B) visual impact of facilities and/or operation of the Renewable Energy Facility site
- (C) acreage requirements
- (D) estimated power generation
- (E) requirements to access power transmission facilities
- (F) building requirements and development schedule
- (G) All Proposals must include an estimate of required water usage on an annual (acre-feet) and rate (gallons/minute) basis.

4.5 Business Element shall consist of;

- (A) any requested assistance to be provided by the City;
- (B) Detailed elements of financing to implement the proposal; and
- (C) the length of the Contract to be ultimately sought and entered into between the City and Respondent.

4.6 Qualification Element shall consist of:

- (A) The technical experience of Respondent as it relates to constructing and operating a Renewable Energy Power Facility;
- (B) Key in-house management and technical personnel that would be assigned to this project and their expertise;
- (C) A listing of all pending legal proceedings (including bankruptcy during the last ten (10) years to which Respondent's subsidiaries or affiliates have been a party);



- (D) Technical experience of each of Respondent's key personnel as it relates to constructing and operating a renewable energy site and working with state and local agencies;
- (E) Historical and proposed Community Involvement;
- (F) Minimum Financial Requirements as listed in the following section

4.6.1 Minimum Financial Requirements: Respondent must provide and meet the following minimum financial requirements:

- (a) Possession of an investment grade credit rating issued by a nationally recognized credit rating agency, or, in the opinion of the City or its advisors, be deemed sufficiently creditworthy; and
- (b) Capability to assume and carry out the financial obligations of the project and all other projects to which Respondent is committed to other parties; and
- (c) Respondent's two most recent audited annual reports or financial information, including audited income statements and balance sheets for each of Respondent's past three (3) fiscal years; and
- (d) Two financial and two business references;

- 4.7 Financial Element consisting of the expected timeline and structure of lease payments including:
- (A) any increases in rents
 - (B) interim payments during construction
 - (C) the structure of any royalty participation or share of gross revenues, and
 - (D) any other "balloon" or unique payments contained in the proposal to the City.
- 4.8 Additional information consisting of any other information Respondent may deem to be appropriate concerning the operation, experience, qualifications, and organization or personnel that may be helpful to the City in evaluating its proposal.
- 4.9 Proposal Worksheet. The Respondent will complete, in full, the attached Proposal Worksheet. **Failure to complete, in full, will render the proposal incomplete** and any incomplete proposal will not be given further consideration.
- 4.10 Signature Page: A signature page must accompany the Respondent's proposal and submission to the RFP; it must substantially conform to the



following form. Signing an accompanying signature page constitutes the signature of the RFP and all requirements contained therein.

- 4.11 Respondent's Contact Information Form: A Respondent's contact information form must be returned to the City. Written responses to questions and amendments to this Proposal shall be sent to all prospective Respondents who have requested a copy of this RFP and who have returned this form to the City.

PART 5 – EVALUATIONS

5.0 EVALUATION OF PROPOSALS: All Proposal(s) provided by Respondent(s) will be evaluated by the City, and if the City chooses in its sole discretion to proceed to negotiations for the lease agreement, the City will negotiate with the Respondent(s) that provide(s) the best overall value to the City. The City's evaluation shall take into consideration the ability of Respondent(s) to meet the criteria established within this RFP, as well as the Respondent(s) technical and financial ability to develop a project.

Specifically, Proposals will be evaluated based upon, but not limited to, these factors:

- payments made at execution of the contract,
- interim lease payments,
- lease payments,
- annual adjustments to base rent,
- term of the contract,
- land usage,
- water usage,
- megawatt yield per acre,
- technology utilized,
- ability to finance the project,
- the long-term value of the lease,
- timeliness of project completion,
- demonstrated technical competency, and

other factors the City deems pertinent will be evaluated in determining the suitability of the recommended projects.

Preference, in this order, will be given to projects that have the following:

1. Energy Storage and uses multiple energy sources (i.e., a combination of solar, wind, natural gas or other renewable technology) and the project has a signed power purchase agreement for the entire project
2. Energy Storage and uses multiple energy sources (i.e., a combination of solar, wind, natural gas or other renewable technology) and the project



has a signed power purchase agreement for at least half of the proposed project

3. Uses multiple energy sources (i.e., a combination of solar, wind, natural gas or other renewable technology) and has a signed power purchase agreement for the entire project
4. Uses multiple energy sources (i.e., a combination of solar, wind, natural gas or other renewable technology) and has a signed power purchase agreement for at least half of the proposed project
5. Energy Storage and uses multiple energy sources (i.e., a combination of solar, wind, natural gas or other renewable technology) and does not have a power purchase agreement
6. Energy Storage and uses a single renewable technology and does not have a signed power purchase agreement
7. Uses a single energy technology with no energy storage and has a signed power purchase agreement for the entire project
8. Uses a single energy technology with no energy storage and has a signed power purchase agreement for at least half the project
9. Uses a single energy technology with no energy storage and does not have a power purchase agreement

5.1 Other potential evaluation criteria(s): The City of Boulder City operates a municipal electric utility and may want to add a renewable power component to the power it provides to the citizens of Boulder City, provided that this power could be provided at a favorable rate. The City may consider purchasing up to 4 megawatts of solar power or consider the joint development of up to 4 megawatts of solar power facilities.

PART 6 – CITY RIGHTS AND RESERVATIONS

6.0 CITY RIGHTS AND RESERVATIONS: The City reserves the rights and options with respect to each and every proposal and submission in response to the RFP in addition to any reservations listed herein.

- (A) To select and subsequently enter into negotiations and contracts with any Respondent(s) whose proposal best satisfies the work requirements and interests of the City;
- (B) To supplement, amend, modify or cancel the RFP;
- (C) To extend the times and dates set forth in the RFP;
- (D) To issue additional and subsequent RFP's and to conduct further investigations with respect to the qualifications of a Respondent;



- (E) To amend, alter or modify the proposed Contract as ultimately contemplated by this RFP;
- (F) To negotiate with each Respondent for amendments or other modifications to a submitted proposal, regardless of the differences created by such amendments or modifications from the proposal submitted; and
- (G) To award the ultimate Contract to the Respondent(s) who submitted the most responsive proposal which, in the sole discretion of the City, serves the best interest of the City and the citizens of the City even if such proposal results in additional considerations by the City.

6.1 Right to waive irregularities: The City reserves the right to reject any or all proposals of the Respondents to this RFP; to waive any informalities or minor irregularities in submitted proposals; to accept that proposal(s) which in its discretion, will best serve its purpose or intentions; and to reject a proposal which contains omissions, discrepancies or inconsistencies in language employed and numbers or figures, unless waived by the City for discrepancies between words and numbers in which event words will be considered correct and the numbers incorrect, but if the words are ambiguous, the numbers will be considered correct.

6.2 Inability of the City to proceed. The City may at any time cancel and terminate any award or contract made pursuant to or as a result of the RFP with any Respondent, without liability to the City, at any time before the Respondent has been directed to begin work under the applicable contract documents; if any court, commission or governmental agency of competent jurisdiction shall enjoin or otherwise prohibit the City from proceeding with the project under consideration for whatever reason.

PART 7 – RESPONDENT(S) RIGHT TO WITHDRAW

7.0 RESPONDENT(S) RIGHT TO WITHDRAW: A Respondent may withdraw any proposal submitted upon written request received by the City prior to the deadline set forth in the RFP.

PART 8 – CONTRACT AWARD PROCEDURE

8.0 CONTRACT AWARD PROCEDURE: Proposals shall remain effective for ninety (90) days after the effective date for receipt of the proposal. The City will give notice of intent to enter into Contract discussions with a Respondent(s), with final terms and conditions to be negotiated thereafter or reject all proposals submitted.



PART 9 – ACCOMMODATIONS

9.0 ACCOMMODATIONS: Pursuant to the Americans with Disabilities Act (ADA), the City of Boulder City endeavors to ensure the accessibility of all of its programs, facilities, and services to all persons. If you need accommodation regarding this Request for Proposal, Please contact the Finance Department at 702-293-9246 at least 24 hours prior to the meeting so that accommodation may be made.

PART 10 – NON-COLLUSION AFFIDAVIT

10.0. NON-COLLUSION AFFIDAVIT:

10.1 Declarations. Respondent must declare that:

- (A) Its proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, corporation or limited liability company;
- (B) Its proposal is genuine and not collusive or a sham;
- (C) It has not directly or indirectly induced or solicited any other Respondent to put in false or sham proposals and has not directly or indirectly colluded, conspired, connived or agreed with any other Respondent or anyone else to put in a sham proposal or refrain from proposing;
- (D) Respondent has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the proposed price of Respondent or of any other Respondent;
- (E) to fix any overhead, profit, or cost element of such proposed price, or that of any other Respondent;
- (F) to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract;
- (G) all statements contained in Respondent's proposal are true; and
- (H) Respondent has not;
 - (1) directly or indirectly submitted its proposal price or any breakdown thereof, or the contents thereof,
 - (2) divulged information or data relative thereto,
 - (3) paid and will not pay any fee in connection therewith, to any corporation, limited liability company, partnership, association, organization, proposal depository, or to any member or agent thereof,
 - (4) or to have a partnership or other financial interest with any prior lessee who has defaulted on a lease agreement with the City.



10.2 Affidavit Binding. This non-collusion affidavit shall be part of Respondent's proposal; and signing this RFP on the signature page hereof shall also constitute signature of this non-collusion affidavit.

PART 11 – CONTACT WITH CITY OFFICERS AND OFFICIALS

11.0 CONTACT WITH CITY OFFICERS AND OFFICIALS: All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the City Council, Selection Panel, the City Manager, Departments Heads or other City staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative.

PART 12—NEVADA WORKERS

12.0 NEVADA WORKERS: In that projects such as these are a critical component of Nevada's economy, the City of Boulder City encourages the use of Nevada workers and contractors for this project.



SIGNATURE PAGE

Representation made here by Respondent identified below is made under the penalty of perjury.

Proposal Submitted by:
(Please follow the instructions for each line, as explained below)

1. Responding Firm Telephone Number

2. Business Type (Corporation, Individual, Partnership, Other-specify) Licensed in (State)

3. Street Address

City State ZIP Code

4. BY Signature of Authorized Person

Type or Print Name of Authorized Person

DATE: _____



INSTRUCTIONS FOR SIGNATURE PAGE:

Individuals, Partnerships or Joint Ventures must include acknowledgement of signature by Notary Public.

- Line 1: The name of the Respondent must be the same as that under which a license is issued, if a license is required. If the Respondent is a corporation, enter the exact name of the corporation under which it is incorporated; if Respondent is an individual operating under a trade name, enter name and DBA (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.
- Line 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.
- Line 3: Enter the address to which all communications and notices regarding the proposal and any contracts awarded there under are to be addressed.
- Line 4:
- a) If the Respondent is a corporation, the proposal must be signed by an officer or employee authorized to sign contracts on behalf of the corporation and must include one of the following: the corporate seal; a power of attorney authorizing the individual to sign; an acknowledgement by the corporation's secretary or by a notary in the corporate form.
 - b) If Respondent is an individual, he must sign the proposal, and the signature must be acknowledged by a notary, or if the proposal is signed by an employee or agent on behalf of the Respondent, a copy of the power of attorney must be on file with the City prior to the time set for the opening of the proposals or must be submitted with the proposal.
 - c) If the Respondent is a partnership, a general partner must sign the proposal or partners authorized to sign contracts on behalf of the partnership, and a notary must acknowledge the signature(s).
 - d) If the Respondent is a joint venture, the proposal must be signed by one of the principals of the joint venture and if one or both of the joint principals is a partnership or corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; and the signature must be acknowledged by a notary.



Proposal Worksheet

| Item | Unit | Estimated Due Date | Amount |
|--------------------------------------|-----------------------|-------------------------|--------|
| Execution Payment | US Dollars | 60 days from award date | |
| Interim Payment Schedule | Dates ** | | XXXXXX |
| Interim Payment amount | US Dollars | XXXXXX | |
| Annual Lease Payment | US Dollars/Acre | XXXXXX | |
| Lease Payment Start Date | Date | | XXXXXX |
| Proposed Annual Increase Methodology | CPI or other | XXXXXX | |
| Acreage to be leased | Acreage | XXXXXX | |
| <u>Annual Potable Water Use</u> | <u>Acre-feet/year</u> | <u>XXXXXX</u> | |
| Annual Reclaimed Water Use | Acre-feet/year | <u>XXXXXX</u> | |
| Water Flow Rate | Gallons/minute | XXXXXX | |
| MegaWatt yield per acre | MW/acre | XXXXXX | |
| Royalty payment proposed | Yes or No | XXXXXX | |
| Purchase Power Provision to the City | Yes or No | XXXXXX | |
| If yes, power cost to the City | Price/KW hr | XXXXXX | |
| | | | |

** Attach additional page if necessary

Complete blank cells

