



CITY OF BOULDER CITY, NEVADA

REQUEST FOR PROPOSALS

FOR

**DEVELOPMENT OF RENEWABLE ENERGY 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**

July 20, 2011

Request For Proposals
Development Of Renewable Energy Generation Facilities in the Original Townsite
Southwest

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

TABLE OF CONTENTS

PART 1 – PROPOSALS.....

- 1.1 Purpose.....
- 1.2 Contact Person.....
- 1.3 Pre-Proposal Conference and Site Tour.....
- 1.4 Written Questions.....
- 1.5 Amendments or Cancellation of This RFP.....
- 1.6 Submission Requirements.....
- 1.7 Disclosure.....
- 1.8 Incurred Expenses and Responsibility.....
- 1.9 Proposal is Property of the City.....
- 1.10 Acceptance of Terms and Conditions.....
- 1.11 Terms and Definitions.....
- 1.12 Guaranty.....

PART 2 - PROJECT SITE.....

- 2.1 Project Site Description.....

PART 3 - SCOPE.....

- 3.1 Project Description.....
- 3.2 Permits, Approvals and Site Specific Requirements.....

PART 4 - SUBMITTALS.....

- 4.1 Contents of Proposals.....
- 4.2 Information Describing Respondent.....
- 4.3 Executive Summary.....
- 4.4 Technical Element.....
- 4.5 Business Element.....
- 4.6 Qualification Element.....
- 4.7 Financial Element.....
- 4.8 Additional Information.....
- 4.9 Proposal Worksheet.....
- 4.10 Signature Page.....
- 4.11 Respondent's Contact Information Form.....



PART 5 - Evaluations.....

 5.1 Other Potential Evaluation Criteria.....

PART 6 - City Rights and Reservations.....

 6.1 Right to Waive Irregularities.....

 6.2 Inability of the City to Proceed.....

PART 7 - RESPONDENT(S) RIGHT TO WITHDRAW.....

PART 8 - CONTRACT AWARD PROCEDURE.....

PART 9 - ACCOMMODATIONS.....

PART 10 - NON-COLLUSION AFFIDAVIT.....

 10.1 Declarations.....

 10.2 Affidavit Binding.....

PART 11 - CONTACT WITH CITY OFFICERS AND OFFICIALS.....

Appendix A Signature Page.....

Appendix B Instructions For Signature Page.....

Appendix C Proposal Worksheet.....

Exhibit A Future Renewable Energy Development Site: Townsite Southwest Area
Map
Boulder City, Nevada.....

Exhibit B Future Renewable Energy Development Site: Townsite Southwest Detail
Map
Boulder City, Nevada.....



RFP Due Date: September 22, 2011
RFP Due Time: 2:30 PM 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 collection and generation system.

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 Seven Hundred Sixty Dollars (\$1,760) per acre, per year. Respondent needs to consider the value of 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 collection and 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 facilities. The City must comply with Nevada Revised Statutes relating to the disposal of property, and the minimum acceptable lease value is One Thousand Seven Hundred Sixty Dollars (\$1,760) per acre, per year. Respondent needs to consider the value of 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 Shirley Hughes, Finance Director, P.O. Box 61350, Boulder City, NV 89006-1350 or to shughes@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 and site tour held on August 31, 2011. The proposal conference and site tour will start at 8:30 a.m. in the City Council Chambers 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. The City will post answers to questions on the City’s website at www.bcnv.org.



- 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 Shirley Hughes. Acknowledgement 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, September 22, 2011. All responses must be marked “RFP for Renewable Energy Facilities for Electrical Power Generation in the City of Boulder City—Townsite Southwest. 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.

Townsite Southwest means an approximately 884 acre site located on land adjacent to and east of US 95, immediately north of the Western Area Power Administration Corridor in Boulder City. The Townsite Southwest 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 is likely 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 may 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 "Townsite Southwest" site consists of approximately 884 acres of level ground located on and adjacent to and east of US 95, immediately north of the Western Area Power Administration Corridor. Proposals for this type of development will be accepted for any or all portions of available property in the "Townsite Southwest" site. The site has some encumbrances for transmission easements and right of way for the future development of the Boulder City Bypass (please see attached exhibits) which may impact the full utilization of the site. Development of the site will require access from U.S. 95, which approval



must be obtained from the Nevada Department of Transportation and may require access across City property, which approval will be granted by the City.

PART 3 - SCOPE

3.1 PROJECT DESCRIPTION: The City is interested in promoting the beneficial use of undeveloped land for a low water use, renewable energy production and/or renewable energy manufacturing project. The objective of the City in issuing the RFP is to aid and encourage the development of new low-water use or reclaimed water use renewable generation technologies and/or manufacturing technologies as well as to continue the expansion of renewable energy resources within the City. The City has the ability to enter into a long-term lease for the use of the city property for the generation of renewable energy electricity. A utility scale photovoltaic and/or other reclaimed water using renewable energy technology and/or manufacturing of renewable energy technology is the anticipated development on this site.

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 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 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.

The City will initiate and assume the cost of environmental assessments needed to cross Federal property for transmission purposes unless the Respondent chooses to perform these duties on its own.

3.2.1 Utilities: The following utilities can be available for development in the renewable energy area but must be extended to the area by the developer:

- a) Water: Low water technologies are encouraged and preferred. Potable water will be limited. Raw water may be available for general commercial use. The costs associated for line extensions for both raw and potable water will be borne solely by the developer. The costs associated for both raw and potable water are established through a formal resolution and are not negotiable.

The use of wastewater effluent instead of raw water is highly encouraged. The City has approximately 800 acre feet of wastewater effluent available for reuse, and may participate in the cost associated with the extension of an effluent line to the facilities. Although the actual cost for wastewater effluent has not been established, the cost of wastewater effluent may be negotiated as a part of this agreement.

- b) Sewers: There currently is no sewer availability to the site. A septic tank and drain system would be required at this location.
- 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. Paved access must be provided to all facilities so adequate fire protection can be ensured. Because of the size and configuration of the site, multiple accesses/entrances may be required. The City will provide access across its property to the site; however, third party access from the Nevada Department of Transportation may be also required.
- d) Electric: Electrical power for Utility Scale Project is within the certificated service territory of the City of Boulder City, Nevada. Requirements for electrical power in this area and would be secured through the City of Boulder City, Nevada.



- 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 ER – Energy Zone, which is the appropriate zoning classification for the proposed renewable energy electric generation use. The master plan designation is also consistent with renewable energy use. Zoning will be changed to accommodate the lease.
- 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://www.bcnv.org/finance/RequestsForProposals.asp> .

PART 4 - SUBMITTALS

- 4.0 SUBMITTAL:** The Respondent must demonstrate that it is qualified. At a minimum, the Respondent must describe proven experience in 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 and/or effluent 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 Respondent’s proposal and submission to the RFP, it must substantially conform to the following form. Signing an accompanying signature page constitutes signature of the RFP and all requirements contained therein.
- 4.12 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. Proposals will be accepted for all or a portion of the site; however, full use of the site is encouraged and preferred.



Specifically, Proposals will be evaluated based upon, but not limited to, these factors: payments made at execution of contract, interim lease payments, lease payments, adjustments to base rent, term of the contract, land usage, emphasis on low water technology, minimal consumption of City resources, effective use of wastewater, potential impacts on public safety or other City services, impacts on traffic and congestions both during construction and after operation, optimization of land use, impacts on air quality or other natural resources or the environment, megawatt yield per acre, technology utilized, ability to finance project, 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.

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.

1. The City may consider purchasing up to 4 mgwts of renewable energy or consider the joint development of up to 4 mgwts of renewable energy facilities.
2. The City may consider purchasing up to 25 mgwts of **base-line** renewable energy or consider the joint development of up to 25 mgwts of renewable energy facilities. The City will not partner on any research and development of said renewable energy project, and any joint development to be considered by the City must be based upon proven and tested technology.

5.2 The City may consider a revenue sharing proposal in lieu of an escalator in the base rent.

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 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, Jenny Burd at 702-293-9246 at least 24 hours prior to the meeting so that an 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 **		XXXXX
Interim Payment amount	US Dollars	XXXXX	
Annual Lease Payment	US Dollars/Acre	XXXXX	
Lease Payment Start Date	Date		XXXXX
Proposed Annual Increase Methodology	CPI or other	XXXXX	
Acreage to be leased	Acreage	XXXXX	
Annual Potable Water Use	Acre-feet/year	XXXXX	
Annual Raw Water Use	Acre-feet/year	XXXXX	
Annual Reclaimed Water Use	Acre-feet/year	XXXXX	
Water Flow Rate	Gallons/minute	XXXXX	
Water Quality	Potable/Raw/Reclaimed	XXXXX	
MegaWatt yield per acre	MW/acre	XXXXX	
Royalty payment proposed	Yes or No	XXXXX	
Purchase Power Provision to the City	Yes or No	XXXXX	
If yes, power cost to the City	Price/KW hr	XXXXX	
Development of Solar or Renewable Energy Facilities for the City proposed	Yes or No	XXXXX	

** Attach additional page if necessary

Complete all blank cells



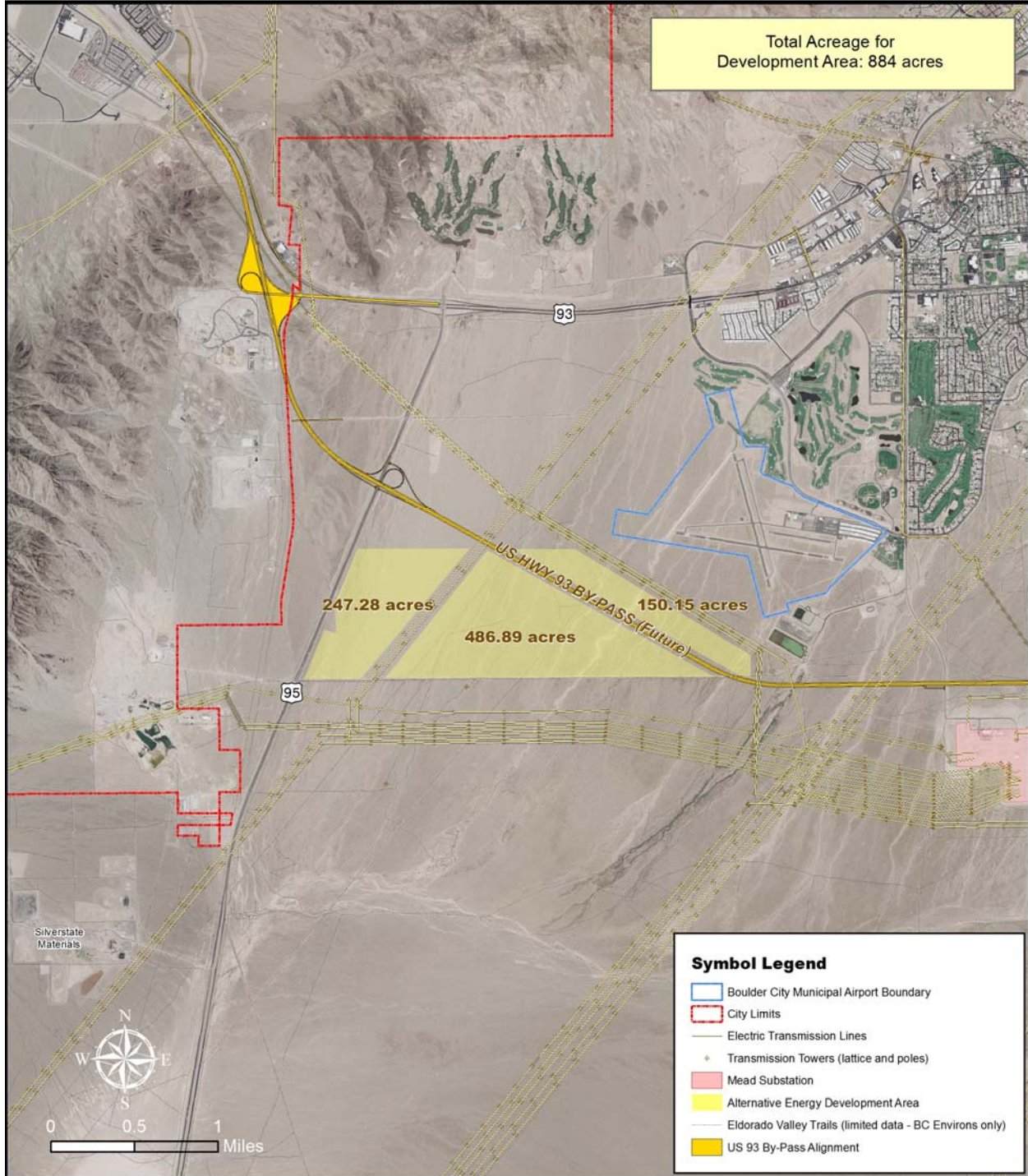
Townsite Southwest Renewable Energy Development Site Boulder City, Nevada

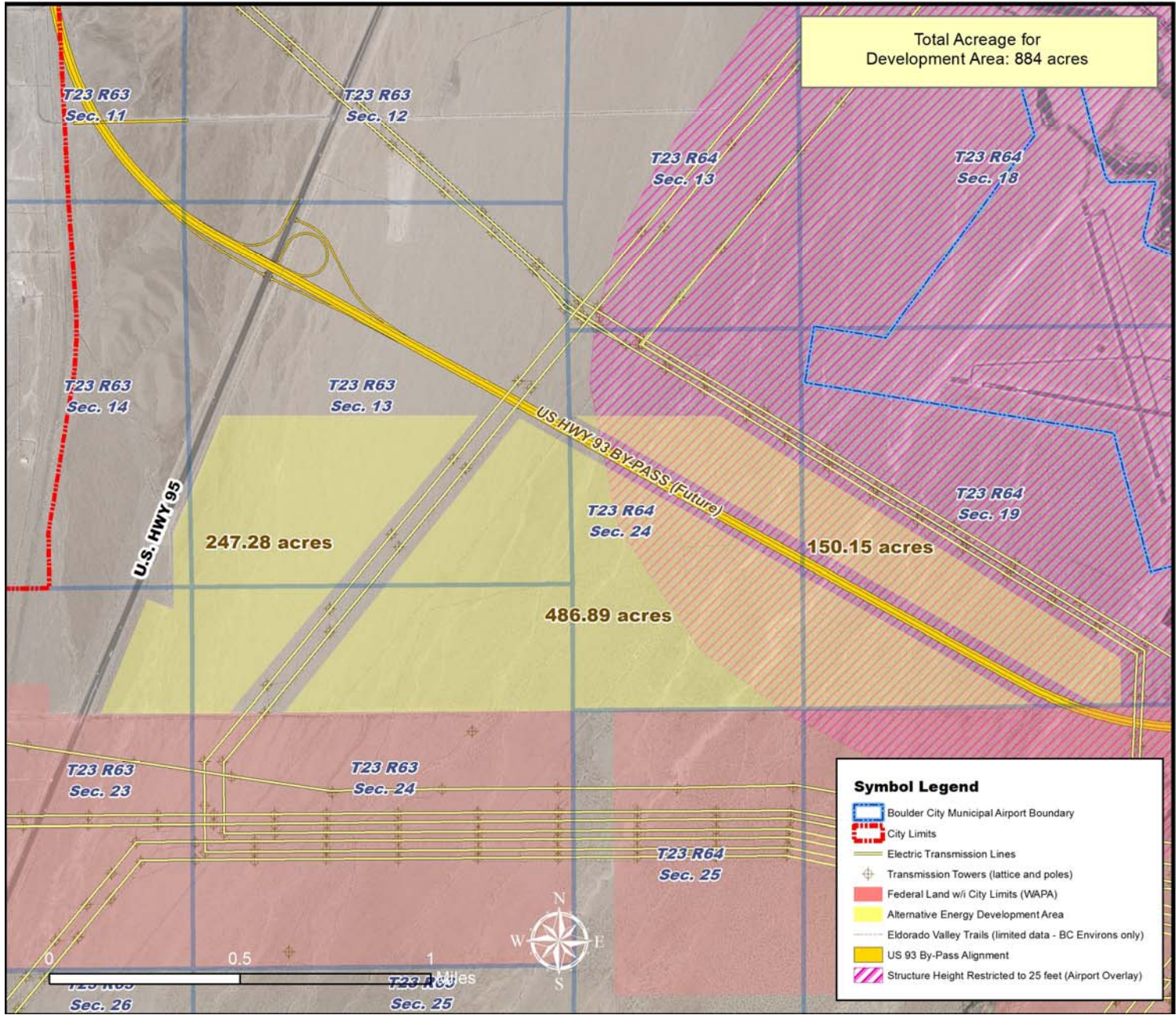
Map Created by:
Brok Amantrout
Director, Community Development Department
City of Boulder City, Nevada

Revision Date: June 21, 2011
Map Version: 3.3

Source Data:
Parcel Line Work: Clark County, as of May 2011

File Location: R:\projects\ComDev\Eldorado_Valley\Alt_Energy_Area_3_Map.mxd







Map Created by:
 Brok Amantroun
 Boulder Community Development Department
 City of Boulder City, Nevada

Revision Date: June 21, 2011
 Map Version: 3.3

Source Data:
 Parcel Line Work: Clark County, as of May 2011
 File Location: R:\projects\ComDev\Eldorado_Valley\ALL_Energy_Area_3_Map.mxd

**Townsite Southwest Renewable
 Energy Development Site
 Boulder City, Nevada**