

AGENDA
TOWN OF DOLORES COLORADO
BOARD OF TRUSTEES
MARCH 22ND, 2021 6:30 P.M.

DUE TO THE COVID-19 PANDEMIC MEETING WILL BE HELD VIRTUALLY UNTIL FURTHER NOTICE

Tammy Neely is inviting you to a scheduled Zoom meeting.

Topic: TOD Board Meeting

Join Zoom Meeting

<https://zoom.us/j/95553058421>

Meeting ID: 955 5305 8421

One tap mobile

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Meeting ID: 955 5305 8421

Find your local number: <https://zoom.us/u/aciyuve0VQ>

- 1. CALL TO ORDER**
- 2. PLEDGE FOR ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF THE AGENDA: MOTION AND SECOND TO APPROVE**
- 5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.**
- 6. CITIZENS TO ADDRESS THE BOARD (5 MINUTES) Citizens may address the Board at this time or during a public hearing ONLY.**
- 7. APPROVAL OF THE CONSENT AGENDA:** The Consent Agenda is intended to allow the Board by a single motion approve matters that are considered routine or non-controversial. Here will be no separate discussion of these items unless a Board Member requests an item to be removed from the Consent Agenda and considered separately. Items removed from the Consent Agenda will be Considered under specific Agenda item numbers. **Motion and Second to Approve Consent Agenda**

7.1 Minutes: None at this time

7.2 Proceedings: None at this time

7.3 Resolutions: None at this time

7.4 Liquor License: None at this time

8 REMOVED CONSENT AGENDA ITEMS:

9. STAFF REPORTS/PRESENTATIONS:

The Treasurer, Building Official, and Public Works have submitted reports for the packet.

9.1 Sheriff's Report: No report at this time.

9.2 Managers Report:

9.3 Town Attorney's Report:

10. PUBLIC HEARINGS:

10.1 Public Hearing: Ordinance #550 Series 2021, Establishing Compensation for the Board of Trustees.

11. INTRODUCTION TO ORDINANCES AND RESOLUTIONS:

11.1 Second and Final Reading for Ordinance #550 Series 2021 Establishing Compensation for the Board of Trustees. **A MOTION AND SECOND TO APPROVE**

12. ADIMINISTRATIVE: Managers Introduction to Discussions and Possible Actions Items

12.1 Discussion on the Memorandum of Understanding between CEO and the Town of Dolores.

13. BOARDS AND COMMISSIONS:

13.1 Parks/Playground Advisory Committee:

13.2 Planning and Zoning Committee:

14. OTHER ORINIZATIONS:

14.1 Chamber of Commerce:

15. TRUSTEES REPORT AND ACTIONS:

16. ADJOURMENT:

WORKSHOP TO FOLLOW MEETING

WORKSHOP AGENDA

Town Board of Trustees

March 22nd, 2021 following Board Meeting

1. REVIEW AND DISCUSSION OF Strategic Planning Process/Presentation and Discussion of day-to-day Staff Activities and Responsibilities.

2. Town Manager Proposals

Manager's Update March 22, 2021

Solar Project

As scheduled Shaw Solar began working on town hall March 15th and the plan is to turn the system on Friday the 26th of March. Work will continue onto the town shop and then the WWTP. The Electric Vehicle charging station is scheduled for installation for the week of March 22nd. The town released the RFP for the energy audit the week of March 15th. A recommendation to the town board is scheduled for the meeting on May 10th.

Bear Proof Containers

We are ordering 7 new containers. We are planning 3–40-gallon bear proof containers for Flanders. Flanders generates a high volume of trash and the double containers will address that issue. Two double-80-gallon bear proof containers will be positioned at the Pavilion. Two 40-gallon bear proof containers at JRP. We estimate that at this rate we will have all of the trash receptacles replaced with bear proof versions by 2023.

Parks and Recreation

High School baseball and Dolores Youth Baseball are gearing up for their seasons. Practice will begin as soon as the fields are dry enough. The town is collaborating with the school district to bring in materials for the high school infield. Durango Youth Baseball members worked with Stone Sand and Gravel to produce the material. Town public works will haul and spread the material on all three fields. The town will also be working with Durango Youth Baseball to purchase baseball equipment. The town has budgeted \$5,000 for ballfield improvements. The school district is contributing to the cost of the infield material.

Parks and Recreation committee members will be meeting this week at the park/playground to review locations for new benches, tree locations, shade structures and a few other items. We will also plan for the tree irrigation system that the public works department will install.

STRs

The Planning Commission held a public hearing March 16, 2021 on the proposed Short Term Rental regulations. The Planning Commission passed unanimously passed a motion to approve the regulations and send to the town trustees with several edits.

Bike/Pedestrian Trail

The revised agreement between the town and SWCCA is now with the Association for review. SWCCA has arranged a meeting with Montezuma County to discuss easements/ insurance coverage and construction. SWCCA has arranged for Goff Engineering to evaluate and advise on steep sections of the trail. The town is working with CIRSA on insurance coverage for the trail.

American Rescue Act

The American Rescue ACT passed congress and was signed by the president. There will be funds set aside for the counties, municipalities, schools, and special districts. We are awaiting the rules for these funds.

**TOWN OF DOLORES
BOARD OF TRUSTEES
PUBLIC HEARING FOR**

PUBLIC HEARING FOR ORDINANCE #550 SERIES 2021

AN ORDINANCE AMENDING TITLE 2 OF THE DOLORES
MUNICIPAL CODE

NOW, THEREFORE, BE IT KNOWN, that notice is hereby
given of a Public Hearing before the Dolores Board of Trustees
at 6:30 P.M. on Monday March 22, 2021 by virtual link
provided on the town website
<https://townofdolores.colorado.gov/>

The ordinance will set compensation to Board members elected
or re-elected in 2022 elected or re-elected in 2024 and thereafter
and Committee members of the Planning Commission and the
Parks Advisory Committee currently sitting on each committee.

A Draft of this ordinance is available to view on the Town
Website <https://townofdolores.colorado.gov/> If you cannot
attend the public hearing, all comments shall be in writing to
the Town of Dolores, P.O. Box 630, Dolores, CO or 420
Central Avenue, Dolores, CO 81323 or by email to
Tammy@townofdolores.com

Done this 9th day of March 2021

/s/ Tammy Neely, Town Clerk Publish in the-Journal Wednesday March 10, 2021

ORDINANCE NO. 550
SERIES 2021

**AN ORDINANCE OF THE TOWN OF DOLORES, AN ORDINANCE
ESTABLISHING COMPENSATION FOR THE BOARD OF
TRUSTEES**

WHEREAS, The Town of Dolores is a Colorado statutory town; and

WHEREAS CRS § 31-4-301 allows the Board of Trustees to establish compensation for town trustee's ordinance; and,

WHEREAS, CRS § 31-4-405 prohibits the Board of Trustees from increasing compensation prior to the end of such Trustee's term of office;

WHEREAS, CRS § 31-23-203 provides that the Board of Trustees may set compensation for planning commission members pursuant to ordinance;

WHEREAS the Board of Trustees as established Parks and Recreation Committee to advise the Board of Trustees pursuant to Ordinance No. 550 Series 2021 who presently do not receive compensation.

WHEREAS, CRS § 31-15-201 provides that the Board of Trustees have the general powers to establish and compensate members of committees to advise the Board;

WHEREAS, the Board of Trustees recognize that the complexity of meetings and amount of time required for the duties of the Trustees, Planning Commissioners and the Parks and Recreation Committee members;

WHEREAS the Town of Dolores has not adopted an ordinance establishing compensation for its Trustees, Planning Commissioner and committee members; and,

WHEREAS the Board of Trustees desires to adopt an ordinance to compensate the Town Trustees, Planning Commission Members and Parks and Recreation Committee Members for their time.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES, THAT:

SECTION 1. That the compensation for the Trustees of the Town of Dolores, a statutory town, elected or reelected to the Town Board in the April 2022 election or thereafter, shall be set at \$100.00 per month. This rate is effective as of the date newly elected or reelected Trustees take office.

SECTION 2. That the compensation for the Mayor of the Town of Dolores, a statutory town, elected or reelected to the Town Board in the April 2024 election, shall be set at \$150.00 per month. This rate shall be effective on the date the newly elected or reelected Mayor takes office.

SECTION 3. A Trustee, including the Mayor, shall not receive compensation for any month during which such Trustee has missed two or more scheduled meetings.

SECTION 4. That the compensation for Members of the Planning Commission shall be \$50.00 per public meeting attended effective on the first meeting after the effective date of this Ordinance;

SECTION 5. That the compensation for Members, but not Ex-Officio members, of the Parks and Recreation Committee shall be \$50.00 per public meeting attended effective on the first meeting after the effective date of this Ordinance;

SECTION 6. Trustees who serve as Ex-Officio members of the Planning Commission or the Parks and Recreation Committee shall not be entitled to compensation in addition to the compensation described in Sections 1 and 2 herein.

SECTION 7. This Ordinance shall be codified into Title 2 of the Dolores Municipal Code. Any changes in numbering of paragraphs, sections, or subparagraphs shall not change the validity of any part of the Ordinance.

SECTION 8. This Ordinance shall be in full force and effect from and after its enactment, and publication of the Ordinance, as provided by law.

SECTION 9. If any part or parts of this ordinance are for any reason held to be invalid such decision shall not affect the validity of the remaining portions of this ordinance.

INTRODUCED AND READ on first reading at the regular meeting of the Trustees of the Town of

Dolores on February 8, 2021 at Dolores, Colorado.

Passed adopted and approved on the first reading this day March 8, 2021.

DOLORES BOARD OF TRUSTEES:

By: _____

Attest:

By: _____

PUBLIC HEARING. This ordinance shall be considered for second or final reading on the _____ day of _____, 2021 in the Town Board Chambers in Town Hall, Dolores, Colorado, at which time and place all persons may appear and be heard concerning the same. Passed adopted and approved on the second and final reading this _____ day of _____, 2021.

DOLORES BOARD OF TRUSTEES:

By: _____

Attest:

By: _____

WORKSHOP AGENDA

1. REVIEW AND DISCUSSION OF Strategic Planning Process/Presentation and Discussion of day-to-day Staff Activities and Responsibilities.

2. Town Manager Proposals

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COLORADO
Energy Office

MEMORANDUM OF UNDERSTANDING

between the CEO and Town of Dolores

Overview

One hallmark of success in the Colorado Energy Office's (CEO's) Energy Performance Contracting Program (EPC) is the support provided by one of CEO's EPC project consultants to each and every EPC project. A CEO EPC project consultant provides coaching and technical assistance to the Facility Owner every step of the way to ensure that the Colorado Energy Performance Contracting Program is a successful experience for all.

The EPC Program brochure describes Colorado's Standards for Success for the relationship between CEO and its clients and their energy service company. It also outlines the coaching and technical assistance provided Program participants **at no charge** throughout the life cycle of an EPC project. CEO does this to ensure a successful experience through what can be an involved technical, legal and financial process.

In addition, CEO offers standardized program contracts and processes and a pool of pre-qualified Energy Service Companies to make EPC projects even more approachable.

To benefit from this package of coaching and technical assistance, please:

1. Have the authorized signer from your state agency or local jurisdiction sign the following non-binding Memorandum of Understanding;
2. Complete the attached Facility Owner Information sheet; and
3. Return the paperwork to DeLynne Southern, Energy Performance Contracting Program Technical Specialist at delynne.southern@state.co.us or the address below. Should you have any questions or concerns, her direct phone number is 303.866.2391.

Best wishes for your venture into energy and cost savings!



MEMORANDUM OF UNDERSTANDING
between the COLORADO ENERGY OFFICE
and the TOWN OF DOLORES

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the STATE OF COLORADO (the “State”), acting by and through the Colorado Energy Office (the “CEO”), and the Town of Dolores (the “Facility Owner”). “Party” means the State, CEO or Facility Owner and “Parties” means both the State/CEO and the Facility Owner.

RECITALS

WHEREAS, in compliance with the State Procurement Code as set forth in section 24-101-101, *et seq.*, C.R.S. and any applicable public bidding requirements, the CEO issued a Request for Proposals (“RFP”) to energy service companies (“ESCOs”) to provide as needed energy performance contract services for its Energy Performance Contracting Program; and

WHEREAS, as a result of the RFP process, CEO maintains a list of pre-qualified ESCOs that are eligible for final selection by State agencies and local governments and/or municipalities to provide energy performance contracting services; and

WHEREAS, the purpose of this MOU is to provide the Facility Owner with access to the services and support of the CEO’s Energy Performance Contracting (“EPC”) Program; and

WHEREAS, in furtherance of the purpose of this MOU, the CEO is available to assist the Facility Owner with the development and implementation of EPC projects, as well as to encourage the Facility Owner to adhere to the guidelines of the EPC Program.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations and covenants contained herein, the parties hereto agree as follows:

- 1. Effective Date of MOU.** This MOU shall become effective upon the later date on which the Director or authorized designee of CEO, or the representative for the Facility Owner has signed it.
- 2. Term of MOU.** The Parties’ respective performances under this MOU shall commence on the Effective Date and shall expire one year from date of signature or at the end of the term of services contracted from a pre-qualified ESCO.
- 3. Responsibilities of the CEO and the EPC Program to Facility Owner.** The responsibilities of the CEO and the EPC Program include, but are not limited to:
 - a. Upon execution of this MOU, CEO will assign an EPC project consultant to provide advice and technical assistance throughout the lifecycle of Facility Owner’s project.
 - b. CEO will provide the Facility Owner with information on the CEO website regarding the pre-approved, pre-qualified list of ESCOs, which includes links to the ESCOs’ website for further information;
 - c. CEO will assist Facility Owner to procure the services of an ESCO from the pre-qualified list of approved ESCOs;

- d. CEO will assist the Facility Owner with technical guidance in order to develop and execute a Technical Energy Audit and Project Proposal Contract with a pre-qualified ESCO and also support the Facility Owner with any amendments thereof;
- e. CEO will provide technical guidance to the Facility Owner and attend on-site meetings between the Facility Owner and ESCO, as needed and subject to availability;
- f. CEO will assist the Facility Owner to develop and initiate an energy performance contract project;
- g. CEO will monitor project implementation for audits and for energy performance contract projects;
- h. CEO will facilitate the energy performance contract process to ensure commitments are met by both the ESCO and the Facility Owner;
- i. CEO will review Facility Owner's audits, proposals, calculations, contracts and measurement and verification reports;
- j. As required for school districts and requested by other public agencies, the CEO will complete a construction walk-through of project facilities prior to the "Notice of Substantial Completion" documents being finalized;
- k. If applicable, CEO will identify possible solutions to mediate any conflicts between the Facility Owner and the ESCO.

4. Responsibilities of the Facility Owner. The responsibilities of the Facility Owner include:

- a. By executing this MOU, Facility Owner agrees to program participation in CEO's EPC Program and engage the CEO for assistance in all stages of the EPC Program, including project development;
- b. Using a secondary selection process, Facility Owner agrees to select an ESCO from CEO's current pre-qualified list of ESCOs and which meets the requirements of Facility Owner's procurement rules, regulations and statutes (if applicable);
- c. Facility Owner will provide information as needed for the feasibility study/technical energy audit and any other project development activities;
- d. Facility Owner will review/approve the ESCO's proposals, designs and reports in a timely manner;
- e. Facility Owner agrees to execute CEO approved contracts with the ESCO;
- f. Facility Owner agrees to arrange for project financing, and with the assistance and advice of legal counsel, execute appropriate financing documents and EPC contract;
- g. Facility Owner agrees to provide project management;
- h. Facility Owner will endeavor to work with the pre-qualified ESCO to develop and refine project parameters and any other project development activities;
- i. Facility Owner will assign its staff, employees, representatives to the facility project team including operations, maintenance, financial and upper management personnel;
- j. Depending on the subject matter to be discussed, Facility Owner will ensure appropriate personnel attend project development meetings;

- k. Facility Owner will provide access to and escort ESCO, its subcontractors and CEO to buildings during mutually agreed-upon hours;
 - l. ~~If Facility Owner is a school district, Facility Owner agrees to allow CEO to complete a construction walk-through of project facilities prior to the "Notice of Substantial Completion" documents being finalized;~~
 - l. During project reviews and any other reviews, Facility Owner will endeavor to address CEO's recommendations;
 - m. As requested by CEO and as needed, Facility Owner agrees to provide CEO with information regarding measurement and verification activities.
5. THIS MOU IS NOT INTENDED TO CREATE, NOR WILL THIS MOU BE CONSTRUED OR INTERPRETED AS CREATING A LEGALLY BINDING AND ENFORCEABLE CONTRACT BETWEEN THE PARTIES. IN THE EVENT EITHER PARTY FAILS TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU, THERE WILL BE NO LEGAL OR EQUITABLE REMEDIES AVAILABLE TO EITHER PARTY. THE SOLE REMEDY AVAILABLE TO THE PARTIES FOR FAILURE TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU IS TO TERMINATE THIS MOU. THE FACILITY OWNER ACKNOWLEDGES AND AGREES THAT CEO'S SERVICES MAY INCLUDE ADVICE AND RECOMMENDATIONS, BUT ALL DECISIONS IN CONNECTION WITH THE FACILITY OWNER'S EPC PROJECT SHALL BE THE SOLE RESPONSIBILITY OF THE FACILITY OWNER, ITS AGENTS AND CONTRACTORS.
6. **Signatures.** IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

STATE OF COLORADO , acting by and through the COLORADO ENERGY OFFICE		FACILITY OWNER:	
_____ Will Toor, CEO Director	_____ Date	Name: Title: ___ Yes! I have reviewed this MOU and accept CEO's free technical support for an EPC project. ___ No thank you. I have reviewed this MOU and decline CEO's free technical support for an EPC project.	_____ Date
_____ EPC Team Representative	_____ Date		

Town of Dolores, Colorado

REQUEST FOR PROPOSALS
ENERGY PERFORMANCE CONTRACTING SERVICES
Investment Grade Audit and EPC Project Proposal

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5. Pre-Proposal Conference
6. Proposal Due Date
7. Selection
8. Award
9. Contact

Section B. Selection Criteria

1. Management Approach
2. Project Management and Coordination
3. Appropriate Market Sector Experience/Expertise
4. Project Personnel and Staffing
5. Project Approach
6. Cost and Pricing
7. Best Value

ATTACHMENT A: BUILDING AND FACILITY INFORMATION

ATTACHMENT B: CEO EPC COST AND PRICING TOOL

ATTACHMENT C: CO RURAL QATDER QSSOCIATION REPORTS

SECTION A: SELECTION PROCESS

1. GENERAL INFORMATION

Town of Dolores seeks qualified Energy Service Companies (ESCO) to perform an investment grade audit (IGA) and develop an EPC Project Proposal. The Town of Dolores has executed a Memorandum of Understanding with the Colorado Energy Office (CEO)'s Energy Performance Contracting (EPC) Program and will follow its guidelines, practices, and procedures.

The goals of the project are to: (1) evaluate the Town of Dolores's facilities for energy and water efficiency upgrades, renewable energy systems, and other measures as requested (2) conduct an IGA and provide a report that makes recommendations for possible projects, (3) support the Town of Dolores's efforts in locating funding and/or financing of the proposed energy projects within the boundaries of Dodd-Frank and other regulations, (4) if retained, execute and implement an EPC. EPC execution includes guaranteeing energy and water savings through a specific scope of work, and measuring and verifying that the savings guarantee has been delivered. EPC implementation including construction and implementation oversight and management, commissioning, and execution of the measurement and verification (M&V) plan that meets or exceeds the requirements of the Town of Dolores, enabling legislation, and CEO protocols.

While it is the desire of the Town of Dolores to enter into a long-term partnership with the awarded ESCO, Town of Dolores does not guarantee the award of an EPC to the chosen ESCO. An EPC award will be determined following acceptance of the project proposal.

2. TIMELINE

The following table provides the anticipated timeline for the completion of this RFP process.

Activity	Timeline
Issue RFP.	March 18
Hold pre-proposal meeting and conduct site visit.	April 1
Proposals due	April 14, 5:00 pm
Review proposals. Selection Committee meets to develop shortlist. Arrange interview times.	April 15 -April 28
Interview ESCOs.	April 29
Select ESCO.	April 30-May 3
Make recommendation to governing body.	May 10
Develop and execute IGA and Project Proposal Contract.	May 24
ESCO commences IGA.	Upon execution

3. MINIMUM QUALIFICATIONS

Town of Dolores intends to follow the CEO EPC Program's Secondary ESCO Selection Process to award a contract.

Town of Dolores will only consider proposals from the CEO's list of pre-qualified Energy Service Companies (ESCOs).

4. SCOPE OF WORK

The Town of Dolores desires an aggressive energy and water savings program to result from the relationship.

The awarded ESCO shall evaluate seven buildings and other facilities for energy and water efficiency upgrades, renewable energy systems, and other measures as requested. (Buildings and other facility information, including annual utility use and cost, may be found in Attachment A

In addition, Town of Dolores has several specific projects to be included in the overall engineering review in addition to the firm's proposed buildings found in Attachment A.

Specific projects to be evaluated in the IGA process include:

- The Town will install solar panels on Town Hall, Town Shop, and the Wastewater Treatment buildings in spring of 2021. These improvements will not be installed as part of the EPC project.
- The Town is requesting the selected ESCO to at a minimum look at the following elements:
 - Windows/Doors
 - LED lighting
 - HVAC upgrades
 - Insulation
 - Water and Wastewater treatment
 - Streetlight improvements (Town franchise agreement requires the town to pay by streetlight, not use)
 - Additional solar
 - Connection for drop-in backup generator, not the generator, at the water treatment plant
- The Colorado Rural Water Association produced an Energy Efficiency analysis of both the Water Treatment Plant and Wastewater Treatment Plant in 2018. This will be available as Attachment C. The town is interested in efficiency opportunities for these two systems.

This does not limit the ESCO from suggesting other energy savings projects in the normal course of the contract.

In their ESCO Base Contract with CEO, pre-qualified ESCOs agree to abide by CEO's Standard IGA Pricing model.

Town of Dolores RFP Energy Performance Contracting Services

After the execution of the IGA contract, the chosen ESCO will then provide a comprehensive IGA report and EPC Project Proposal to make recommendations for possible projects based on the results of the IGA. Upon completion of the IGA and EPC Project Proposal, **Town of Dolores** may elect to enter into an EPC with the awarded ESCO for design, project management, construction, commissioning and measurement and verification services.

5. PRE-PROPOSAL CONFERENCE

Note that a pre proposal conference will be held on the date and time identified in Section A.2. Timeline. The pre-proposal conference will begin at the During the pre-proposal conference, certain facilities may be visited.

This pre-proposal conference is **mandatory**. The **Town of Dolores** highly encourages interested firms to have representatives attend to get familiarized with **Town of Dolores**, its facilities, subsystems, and current state of energy usage. The Town will offer a remote pre-proposal via a Zoom meeting.

For those who will attend the Pre-Proposal Conference we will meet at Town Hall, 420 Central Avenue, Dolores, CO at 10:00 AM. For questions email or call Ken Charles at manager@townofdolores.com; 970 759 0016.

6. PROPOSAL DUE DATE

Proposals are due by the date and time identified in Section A.2. Proposals should be sent electronically to:

Ken Charles
Interim town Manager
manager@townofdolores.com

7. SELECTION

The **Town of Dolores**'s EPC Selection Committee will review the proposals submitted by the stated deadline.

A project consultant assigned by the CEO EPC Program will provide the Selection Committee with technical assistance, but will not/ cannot participate as a member of the Selection Committee, nor engage in decision-making.

The **Town of Dolores** will schedule interviews with **three** firms.

Town of Dolores anticipates conducting interviews on the date identified in Section A.2. Interviews will be held at **Town of Dolores Town Hall 420 Central Avenue, Dolores, CO 81323**.

Town of Dolores RFP Energy Performance Contracting Services

After the interview process, the committee will make a recommendation to the Town of Dolores Town Board. The **Town of Dolores** reserves the right to waive any formality or any informality in the proposal award process. **Town of Dolores** reserves the right to accept any proposal, in whole or in part, and to reject any or all proposals, as necessary.

8. AWARD

After contract award, the **Town of Dolores** and selected ESCO will negotiate and finalize the IGA and Project Proposal Contract.

9. CONTACT INFORMATION

Questions regarding this Request for Proposal should be directed to:

Ken Charles
Interim town Manager
manager@townofdolores.com

979 882 7720

no later than **April 6.**

SECTION B: SELECTION CRITERIA

Pre-qualified ESCO proposals will be evaluated on its written response to the following criteria.

1. MANAGEMENT APPROACH

1.1 Project Management and Coordination

Provide ESCO's organization chart (by name as available) for implementing and managing the proposed project, including the title of each individual shown and the lines of authority within the overall organization. Identify portions of the effort, if any, that are proposed to be subcontracted and provide the same information for subcontractor organization and personnel.

1.2 Appropriate Market Sector Experience/Expertise

Provide information that emphasizes ESCO's experience and expertise in our specific market sector.

List in one table the Energy Performance Contracting projects developed and implemented by your firm in our specific market sector **within the past five years**. Only include projects where work was directly conducted by your company.

Project Name	Facility Type	City & State	Project Size (Dollars)	Project Size (Square Feet)	Year Completed

If your firm has EPC projects performed in our specific market sector by staff members of your team **within the past five years**, while they were an employee by another firm, clearly identify the firm with overall responsibility for that project, the individual's name, and their role in the project.

Project Name/Prime ESCO	Staff's Name/Role in Project	Facility Type	City & State	Project Size (Dollars)	Project Size (Square Feet)	Year Completed

1.3 Project Personnel and Staffing

Identify each individual(s) who will have primary responsibility for the following tasks: technical analyses, engineering design, construction management, construction, training, post-construction measurement and verification, and other services. Include a table to identify and describe the individual(s) who will have primary responsibility for each task. Also include any added expertise and capability of staff available through other branch offices, subcontracts, etc., that you can provide.

- Column 1: Name and title. Indicate whether ESCO staff or subcontractor. If a subcontractor, indicate name of subcontractor firm. Indicate base location as: permanent office in Colorado, on assignment from other state, or out-of-state support.

Town of Dolores RFP Energy Performance Contracting Services

- Column 2: Specify intended role and responsibilities for this contract and for possible EPC/implementation work, such as technical analysis, engineering design, construction management, construction, training, post-construction measurement and verification, support, or other services (specify).
- Column 3: Identify the estimated percentage of the individual’s time that will be spent on this project.
- Column 4: Level of expertise, indicated by: number of years of relevant experience, and relevant supervisory responsibilities.

	Name Title Staff or subcontractor? Base location	Intended Role	Percentage of Time on Project	Level of expertise
1				
2				
3				
4				
5				
6				

Include resumes/historical information for each member of the proposed project team. Include a list of their relevant projects during the last five years including role, type of project, project cost, and any other information to support their skills/knowledge.

2. PROJECT APPROACH

The expectation is that there will be schematic and design development phases where client input and approvals will be required prior to construction document development. Additionally, the client will provide design build design intent specifications for the major mechanical, electrical, plumbing and technology improvements that may be looked at for energy savings. The requirements of these specifications will need to be incorporated into the design documents and final construction.

2.1 Design

Discuss your firm’s design approach.

2.2 Product Selection

Discuss your firm’s product specification procedures.

2.3 Construction

Discuss your firm’s construction approach, including:

- Work plan development and coordination of identified client work requirements
- Communication with users and facilities personnel throughout process
- Methods of procedures submittals and approvals
- Support for client calendar and events
- Safety practices and procedures

2.4 Closeout

Discuss your firm’s approach to the following critical closeout activities:

- Systems Commissioning
- Owner Training
- Post-Implementation Report, which is a reconciliation of the EPC savings guarantee with any modifications during project implementation.
- Provision of Record Documents – i.e. As-Builts /Operation & Maintenance manuals

2.5 Measurement and Verification

Discuss your firm’s approach to measurement and verification. Describe how your team works with clients to identify and report on energy savings and/or potential energy savings shortfalls.

2.6 Other

Discuss your firm’s experience in other, supporting areas, such as:

- Staff Engagement
- Behavior Modification

3. COST AND PRICING

Note: In accordance to the Colorado Open Records Act, (CORA) C.R.S. § 24-72-201:206, it is advised that the issuer of this RFP share its procurement department’s policy on what will/will not be subject to public inspection.

3.1 IGA Pricing

The CEO has standard pricing for IGAs, based on the location and square footage of the public sector commercial building to be audited. (See following table.)

Standard IGA Pricing Table				
Tiered Pricing (\$/sq ft)		Total Facility Square Footage		
		Under 250K	250 – 500K	500K +
Distance from CEO 1580 Logan, Denver	Under 75 miles	\$ 0.250	\$ 0.225	\$ 0.200
	75 – 150 miles	\$ 0.275	\$ 0.250	\$ 0.225

Town of Dolores RFP Energy Performance Contracting Services

	Over 150 miles	\$ 0.300	\$ 0.275	\$ 0.250
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All ESCO’s submitting proposals will use CEO’s IGA pricing structure in their proposals.

Audit pricing for other facilities will be discussed and negotiated only after Notice of Apparent Awardee is issued. Do not make any reference to this pricing in the proposal.

3.2 Project Pricing

Please use Attachment B Cost and Pricing Tool to identify the percentages proposed for this specific project that are equal to or less than the maximum rates stated in your Base Contract with CEO, based on the size, scope and location of the specific project. ESCOs are encouraged to submit a range of costs. ESCOs will complete the Project Estimate Worksheet tab and return the spreadsheet with their proposal.



ATTACHMENT
B_CEO EPC Cost and

3.3 Annual Costing

Provide estimated anticipated costs for Warranty, Measurement and Verification, and other pertinent categories below and how they are determined and applied to a project. Costs for the project shall not exceed the maximums established in the table below.

Determination of annual costs may be challenging without knowing project scope; therefore, elaborate on how annual pricing is determined.

Category of Annual Cost	Total Annual Cost	How Price is Determined	Years Applied (One-time, Annual, etc.)
Warranty			
Measurement and Verification			
Other:			

4. BEST VALUE

Briefly describe how the company’s approach to performance contracting delivers best value for the investment. The responding company shall also describe any utility rebates or other financial incentives or grants it can potentially provide and/or facilitate.

ATTACHMENT A: BUILDING AND FACILITY INFORMATION

Building 1. Town Hall

- Approximately 5500 SF
- Built 1955, 1989, 1993
- Utility Costs: Electric \$2,560; Gas \$1,391, 2020 actual 25,947 kWh/year
- Solar panels installation in 2021
- General Fund
- Some LED lights installed, mix of single and double pane windows, gas heat and swamp cooler

Building 2. Town Shop

- Approximately 3680 SF
- Built 2011
- Utility Costs: Electric \$8,280; Gas: \$2,632, 2020 actual 21,619 kWh/year
- Solar panels installation 2021-not included in EPC.
- Streets Fund
- Florescent lighting, double pane windows/shop doors double pane windows/gas tube heaters

Building 3. WWTP Building 1

- Approximately 2250 SF
- Built 1985
- Utility Costs-included in Building 6 below
- Solar panels installation 2021-not included in EPC
- Electric heat, single pane windows, florescent lighting
- Sewer Fund

Building 4. WWTP Building 2

- Approximately 3575 SF
- Built 1985
- Utility Costs-included in building 6 below
- Solar Panels Installation 2021-not included in EPC
- Bulb lighting, Heat lamp

Building 5. WTP Building

- Approximately 2418 SF
- Built 1984
- Utility Costs-included in Building 7 below
- Solar panels installation 2021-not included in EPC
- Florescent lighting, doors with double pane, gas/electric/mechanical vents

Town of Dolores RFP Energy Performance Contracting Services

Building 6 & 7

WWTP Lagoons

Utility Cost: \$19,446

WTP-Deep well and Dolores River water. The town would like to install the electric connection for a backup generator in the WTP.

Utility Cost: \$20,720

- 2020 Actual kWh/year all building and treatment at WWTP-137,000.

Streetlights-Empire Electric provides the street lighting in Dolores.

The street light electric bill is approximately 28% of the town's total annual electric bill.

Utility Cost: \$18,640

ATTACHMENT B: CEO EPC COST AND PRICING TOOL

CEO's Cost and Pricing Tool, a Microsoft Excel workbook, is attached. Please read the **Overview and Instructions** and **Definitions** tabs before completing the spreadsheets. Return the completed workbook with your proposal.



ATTACHMENT
B_CEO EPC Cost and Pricing Tool

ATTACHMENT C: Colorado Rural Water Association-Town of Dolores Water System Analysis

Colorado Rural Water Association-Town of Dolores Wastewater System Analysis

Sent in a separate email.