

# Request for Proposals

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**City of Minneapolis  
Finance and Property Services**

**Community Solar Garden Development**  
RFP 2016-103 Issue Date: July 15, 2016

**Proposals Due by: August 16, 2016 4:00pm CDT**

July 15, 2016

To whom it may concern

Attached is a Request for Proposal for the development, construction, and operation of a Community Solar Garden to which the City of Minneapolis shall be participating as a subscriber for 40% of the Garden's electrical output for a 25 year term. Please consider submitting a proposal for providing these services if your firm meets the qualifications. Please review the RFP for details.

Proposals are due by August 16, 2016. A pre-proposal conference will be held at the Royalston Maintenance Facility, 661 5<sup>th</sup> Avenue North, Minneapolis 55405 on July 25, 2016 at 10:30AM CDT.

Thank you for your consideration.

Sincerely,

Brian Millberg, Energy Manager  
Finance and Property Services, Property Services Division

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REQUEST FOR PROPOSALS  
**FOR**  
**COMMUNITY SOLAR GARDEN DEVELOPMENT**

- I. INVITATION:** It is the intention of the City to solicit proposals for the development of a Community Solar Garden to which the City of Minneapolis shall be participating as a subscriber for 40% of the Garden’s electrical output for a 25 year term.

The City of Minneapolis (hereinafter referred to as the City) makes this Request for Proposals (hereinafter referred to as the RFP) in order to select a qualified Community Solar Garden Developer (hereinafter referred to as the Developer) for providing the generation of solar electricity through Xcel Energy’s Solar\* Rewards Community® program. (hereinafter called the Project). The Project is generally described in the “Scope of Services” (Attachment B), contained within this RFP, including descriptions of roles, responsibilities and relationship of the Developer, City, and other parties involved in the Project.

- II. PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held at **10:30 A.M. CSDT, July 25, 2016** at the Royalston Maintenance Facility, 661 5<sup>th</sup> Avenue North, Minneapolis 55405. All potential Developers are encouraged to attend this conference.

- III. PROPOSAL DUE DATE and LOCATION:** The Developer shall submit **ten (10) copies** of their proposals to the City of Minneapolis Procurement Office, labeled:

City of Minneapolis - Procurement  
Request for Proposals for:  
Community Solar Garden Development  
330 2<sup>nd</sup> Avenue South, Suite 552  
Minneapolis, MN 55401

The submittal shall be made at or before **4:00 P.M. (Minneapolis Time), August 16, 2016.**

**NOTE: Late Proposals may not be accepted.**

**In addition, a copy must sent by email to the following email address:**

[RFP.Responses@minneapolismn.gov](mailto:RFP.Responses@minneapolismn.gov)

The email must arrive before the same 4:00pm deadline on August 16, 2016.

- IV. PROPOSAL FORMAT:** The Developer shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in Section V – “EVALUATION OF PROPOSALS”.

To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order.

1. Executive Summary - The Executive Summary should include a clear statement of the Developer’s understanding of the RFP including a brief summary of the Scope of Work. Include, at a minimum, an outline of the contents of the proposal, an identification of the proposed project team, a description of the responsibilities of the project team, and a summary of the proposed services.

2. Scope of Services - Describe in detail how services will be provided. Include a detailed listing and description of tasks and deliverables. See Attachment B for a full listing of the requirements for the project.
3. Experience and Capacity - Describe background and related experience demonstrating ability to provide required services. Indicate if company expansion is required to provide service. The form in Attachment C is to be used in listing the Developer's previous/current Community Solar Garden projects.
4. References - List references from subscribers to previous Community Solar garden projects.
5. Personnel Listing - Show involved individuals with resumes and specific applicable experience. Sub-consultants should also be listed, including the identification of any that are certified in the City of Minneapolis Small & Underutilized Business Program.
6. Cost/Fees – One of the criteria for the evaluation of responses to the RFP will be the respondent's plan for meeting the City's Minority-Owned/Women-Owned Business Enterprise goals(MBE/WBE). For this RFP, the goals are **5%** minority-owned and **6%** women-owned business enterprises of the construction cost of the Community Solar Garden. Indicate proposed cost of construction including a description of how costs were determined, listing the costs under the categories of land acquisition, materials, and labor costs. Using the forms in Attachment D, list how the MBE/WBE goals will be met, and review and sign the PREVAILING WAGE form.

The Developer is to submit pricing quotations for the cost to the City for the electricity provided in the subscription agreement by filling out the forms in Attachment E.

7. Financial responsibility and capacity of the Developer, including whether or not the Developer, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven years of the date of this RFP. This section should include the financing mechanism for the construction and operation of the garden.

**V. EVALUATION OF PROPOSALS – SELECTION OF DEVELOPER:** Proposals will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis, Department of Finance and Property Services, other City staff, and outside experts as they might require. Evaluations will be based on the required criteria listed in Section IV “PROPOSAL FORMAT”, and the following:

- A. Quality, thoroughness, and clarity of proposal.
- B. Qualifications and experience of staff (includes a review of references).
- C. How well the Scope of Services offered meets department objectives.
- D. Financial responsibility and capacity of company including whether or not the company, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven years of the date of this RFP.
- E. Organization and management approach and involvement for a successful project.
- F. Minority-Owned and Women-Owned Business Enterprise participation.
- G. Cost of services proposed.
- H. List of milestone dates such as land/rooftop acquisition, garden application deemed complete by Xcel, engineering approval from Xcel, construction start, construction completion, and interconnection agreement with Xcel.

**VI. SCHEDULE:** The following is a listing of key Proposal and Project milestones:

RFP Release	July 15, 2016
Pre-Proposal Conference	July 25, 2016 13:00 A.M.
Questions on RFP Due by	July 29, 2016
Responses to Questions posted by	August 5, 2016
Proposals due by	4:00 PM on August 16, 2016
Estimated Developer selection	August 31, 2016
Estimated subscription agreement finalization date	September 30, 2016
Estimated commencement of electricity generation	December 31, 2017

**VII. CONTRACT:** The contracting parties will be the City of Minneapolis and the Developer selected to provide the services as described herein. The selected proposal, along with the RFP and any counter proposal will be incorporated into a formal agreement after negotiations. It is the intent of the City to award a subscription agreement contract for a term of twenty-five (25) years.

**VIII. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION:** The Developer's primary interface with the City will be with the Contract Manager who will act as the City's designated representative for the Project. Prospective responders shall direct inquiries/questions ***in writing only*** to:

Contract Manager: Brian Millberg, Energy Manager  
661 5<sup>th</sup> Avenue North  
Minneapolis, MN 55405  
brian.millberg@minneapolismn.gov

All questions are due no later than **4:00P.M CSDT, July 29, 2016**. Responses to the Questions will be posted by **August 5, 2016** on City's RFP website at:

<http://www.minneapolismn.gov/finance/procurement/rfp>

The Contract Manager is the only individual who can be contacted regarding the Project before proposals are submitted. The Contract Manager cannot vary the terms of the RFP.

**IX. REJECTION OF PROPOSALS:** The City reserves the right to reject any Developer on the basis of the proposals submitted. The City reserves the right to reject all proposals or any Developer on the basis of the proposal submitted.

**X. ADDENDUM TO THE RFP:** If any addendum is issued for this RFP, it will be posted on the City of Minneapolis web site at:

<http://www.minneapolismn.gov/finance/procurement/rfp>

The City reserves the right to cancel or amend the RFP at any time.

# ATTACHMENT A

## RFP Terms & Conditions

### General Conditions for Request For Proposals (RFP)

(Revised: Dec, 2015)

The General Conditions are terms and conditions that the City expects all of its Developers to meet. The Developer agrees to be bound by these requirements unless otherwise noted in the Proposal. The Developer may suggest alternative language to any section at the time it submits its response to this RFP. Some negotiation is possible to accommodate the Developer's suggestions.

#### 1. City's Rights

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Request for Proposal, or the respondent's reply based on the component prices submitted.

#### 2. Equal Opportunity Statement

The Developer agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the Developer. Among the federal, state and city statutes and ordinances to which the Developer shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Developer shall have submitted and had an "affirmative action plan" approved by the City prior to entering into a Contract.

#### 3. Insurance

The Developer shall secure the following types of insurance coverage: (a) Builder's Risk in an amount satisfactory to pay for the cost of the project; (b) Worker Compensation at statutory limits; and (c) Commercial General Liability. Any requirement to provide Surety Bonds to assure performance and payment of labor shall be at the discretion of and in amounts determined by the Developer and its creditors, mortgagees, or financiers.

#### **4. Hold Harmless**

The Developer will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Developer's insurance coverage, arising directly from any negligent act or omission of the Developer, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the sub-contractors and sub-consultants of the Developer, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Developer to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Developer and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City as a result of this Contract.

Except as provided in the section titled Data Practices, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

#### **5. Subcontracting**

The Developer shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Developer shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Developer has received payment from the City.

#### **6. Assignment or Transfer of Interest**

The Developer shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Developer shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

#### **7. General Compliance**

The Developer agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under the Contract.

#### **8. Performance Monitoring**

The City will monitor the performance of the Developer against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Developer within a reasonable period of time to cure such substantial performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Developer shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Developer and shall inform the Developer of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

## **9. Prior Uncured Defaults**

Pursuant to Section 18.115 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

## **10. Independent Developer**

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Developer shall at all times remain an independent Developer with respect to the work and/or services to be performed under this Contract. Any and all employees of Developer or other persons engaged in the performance of any work or services required by Developer under this Contract shall be considered employees or subcontractors of the Developer only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Developer.

## **11. Accounting Standards**

The Developer agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

## **12. Retention of Records**

The Developer shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

## **13. Data Practices**

The Developer agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Developer and any of the Developer's sub-consultants or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." The Developer must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Developer concerning data requests. The Developer agrees to hold the City, its officers, and employees harmless from any claims resulting from the Developer's unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Developer(s). At that time, the proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

#### **14. Inspection of Records**

Pursuant to Minnesota Statutes, Section 16C.05, all Developer payroll and expense records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of the State Auditor, or their designees upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

#### **15. Living Wage Ordinance**

The Developer may be required to comply with the “[Minneapolis Living Wage and Responsible Public Spending Ordinance](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)” ([http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_255695.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)), Chapter 38 of the City’s Code of Ordinances (the “Ordinance”). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance’s requirement that the Developer and its subcontractors pay their employees a “living wage” as defined and provided for in the Ordinance.

#### **16. Applicable Law**

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Developer.

#### **17. Conflict and Priority**

In the event that a conflict is found between provisions in this Contract, the Developer's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

#### **18. Travel**

If travel by the Developer is allowable and approved for this Contract, then Developer travel expenses shall be reimbursed in accordance with the City’s [Consultant Travel Reimbursement Conditions](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf) (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

#### **19. Billboard Advertising**

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

#### **20. Conflict of Interest/Code of Ethics**

Pursuant to Section 15.250 of the City’s Code of Ordinances, both the City and the Developer are required to comply with the City’s Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Developer to avoid any situation that may give rise to a “conflict of interest.” A “conflict of interest” will arise if Developer represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Developer, the City's Code of Ethics will also apply to the Developer in its role as an "interested person" since Developer has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

## **21. Termination, Default and Remedies**

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Developer may terminate this Contract upon sixty (60) days' written notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay Developer all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Developer, the City shall pay Developer all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Developer under this Contract shall, at the option of the City, become the property of the City, and the Developer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Developer shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Developer. The City may, in such event, withhold payments due to the Developer for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Developer, from asserting any other right or remedy allowed by law, equity, or by statute. The Developer has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Developer.

## **22. Equal Benefits Ordinance**

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Developer and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

[http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_261694.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf)

It is the Developer's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

## **23. City Ownership and Use of Data**

The City has adopted an Open Data Policy ("Policy"). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City

department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City's use of the software and /or software applications licensed by the Developer (or any subcontractor of sub-consultant of the Developer) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Developer and any of Developer's subcontractors or sub-consultants involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the content and for whatever purpose it was created. The Developer shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Developer shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

#### **24. Minority-Owned and Women-Owned Business Enterprise Requirements**

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). The MBE/WBE requirements detailed in the Minneapolis Code of Ordinances Chapter 423.50 apply to any professional or technical Service contract in excess of \$100,000. MBE/WBE goals are set on contracts based on project scope, subcontracting opportunities and availability of qualified MBEs/WBEs.

There are MBE/WBE goals on this RFP. The paperwork related to meeting these goals can be found in Attachment D.

#### **25. Prevailing Wage**

All labor utilized in the construction of the Community Solar Garden must be paid at the Federal prevailing wage rates. The wages are to meet the prevailing wage rates in the county in which the garden is constructed. Please see the Prevailing wage form to be filled out in Attachment D. Failure to include this signed form will cause the proposal to be rejected as incomplete.

# ATTACHMENT B

## SCOPE OF SERVICES

It is the intent of this document to outline a general description of the Project, the extent of services required, and the relationship of this Project to other work, and the agencies or other parties that will interact with the Developer. The contents of this document are considered representative of the Project as a whole, but are by no means conclusive.

The City of Minneapolis wishes to participate in a Community Solar Garden where the Developer of the garden has met certain goals in the design, siting, construction, and administration of the garden. The goals are as follows:

1. A Community Solar Garden up to 1 MW<sub>AC</sub> in size.

The City is willing to consider all responses to this RFP for gardens of any size up to 1MW<sub>AC</sub> production capacity. The City is willing to subscribe for 40% of the garden's generation. The City is currently in talks with four additional public entities to see if they are interested in subscribing to the garden's generation. The goal is to find a total of five entities so that the garden Developer does not have to look for subscribers. If four additional public entities cannot be found, any portion of the garden not assigned to the City may be assigned at the garden Developer's discretion.

2. Reference to stacked green infrastructure, including pollinator forage, storm water management, or local food growing.

Stacked green infrastructure is meant to include all land and space uses for the solar garden that provide environmental benefits. If the garden is a ground mount system, secondary uses of the land would count towards this requirement. If the garden is to be roof-top mounted, the fact that it is roof-top mounted would count towards this requirement.

3. Potential ownership by the City of Minneapolis of the Renewable Energy Credits (RECs).

The City is requesting that the respondent provide two sets of pricing in their response to this RFP.

The first proposed subscription agreement price is to be the cost in \$/kWh for the City's assigned generation to be a price where the RECs for our assigned generation are retained by the garden's subscribers. It is our understanding from Xcel Energy that for the City to retain the RECs, all of the subscribers to the garden must retain their REC's. Furthermore, according to Xcel, if the respondent currently has a Community Solar Garden application in the Xcel energy approval process, that application will not be eligible for changing the RECs assignments from Xcel Energy to the garden subscribers. The original application for the garden that would meet the requirements of this RFP would have to have the RECs assigned to the subscribers.

The second proposed subscription agreement price is to be the cost in \$/kWh for the City's assigned generation to be a price where the RECs for our assigned generation are owned by Xcel Energy. The City will be subscribing for Xcel accounts that are on the General Service Rate. Any unsubscribed subscriptions can be offered to any Xcel customer at any of the three rate classes contained in the Solar\* Rewards Community Program.

4. Workforce participation from Minneapolis residents and compliance with the Minority-Owned and

Woman-Owned Business Enterprise (MBE/WBE) goals.

MBE/WBE goals are required for any construction contract over \$100,000 in value that the City signs. While the Community Solar Garden construction will not be paid for by the City, the City has decided that any Developer responding to this RFP will be required to meet the MBE/WBE goals as if the City was paying for the construction of the garden. The MBE/WBE goals for this project are:

**5% minority-owned and 6% women-owned business enterprises of the construction cost of the Community Solar Garden.**

This requirement will include the filling out of all MBE/WBE paperwork attached to this RFP that are contained in Attachment D, filling out additional paperwork when selected by the RFP evaluation committee, and entering the garden's construction labor hours into the City's LCPtracker program.

5. Potential cost savings to the City of Minneapolis.

The price of the electricity quoted by the respondents is hoped to be less than or equal to what the City would receive from Xcel Energy via the Solar\* Rewards Community® Credit. As mentioned in section 3 above, the City is requesting pricing proposals in \$/kWh for two separate scenarios:

1. Pricing Proposal #1: REC's staying with garden subscribers
2. Pricing Proposal #2: REC's passed on to Xcel Energy

Pricing structure may be any of the following three designs:

1. A single fixed price in \$/kWh for the life of the subscription agreement.
2. An initial price in \$/kWh with a fixed annual escalator for the life of the subscription agreement.
3. A price in \$/kWh that is a constant discount from the annual "bill credit rate" determined by the PUC each year for during the life of the contract.

Attachment E of this RFP contains the form where the respondent is to list their subscription pricing terms and the annual output of the proposed garden from year 1 through year 25 of operation. Two additional forms are found in Attachment E:

1. A form where the respondent is to list any termination fee if the City wishes to terminate its subscription agreement before the 25<sup>th</sup> year of the agreement.
2. A form for the respondent to show a table of values for the expected construction cost of the solar garden. This list of values will be used in determining the SUBP goal compliance of the respondent.



# ATTACHMENT D

## MINNEAPOLIS DEPARTMENT OF CIVIL RIGHTS

### Small and Underutilized Business Enterprise Program (SUBP)

#### SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACT OR DEVELOPMENT PROJECT, OR ANY PART OR COMBINATION THEREOF, IN EXCESS OF \$100,000

##### I. Overview

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-owned business enterprises (MBEs) and Women-owned business enterprises (WBEs). Therefore, the City has set MBE and WBE goals to facilitate participation of qualified and available MBEs and WBEs (MBEs/WBEs) on this contract.

**The goals on this contract will be 5% MBE and 6% WBE.**

A list of qualified and available MBEs/WBEs<sup>1</sup> within the scope of services is attached. However, this list is updated periodically and may not be exhaustive. Please visit the Minnesota Uniform Certification Program (MnUCP) directory for more information (<http://mnucp.metc.state.mn.us/>).<sup>2</sup> Only firms with the MnUCP certification will count towards the MBE and WBE goals.

The Developer must make a Good Faith Effort to meet the MBE and WBE goals during the general contractor and subcontractor selection processes. This means that the Developer must make *every necessary and reasonable effort* to contract with MBEs/WBEs<sup>3</sup>. **Commitment to use MBEs/WBEs, and Good Faith Efforts to include MBE/WBE participation, will be a factor in the selection of proposal(s), and will be a part of the contract terms.**

##### II. GOOD FAITH EFFORTS EVALUATION

If the Developer does not meet the project MBE and WBE goals, the Developer shall demonstrate its good faith efforts to do so. To determine if the Developer solicited MBEs/WBEs in good faith, the following list of actions may be considered:

- 1) Soliciting through all reasonable and available means (attendance at pre-proposal meetings, advertising and/or written notices) the interest of all MBEs/WBEs certified in the scopes of work of the contract. The Developer must solicit MBEs/WBEs in sufficient time prior to proposal submission or to allow MBEs/WBEs to respond to solicitations. The Developer must determine with reasonable certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up on initial solicitations.

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<sup>1</sup> The MBE/WBE must be located within the Minnesota counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, and Wright.

<sup>2</sup> If the Developer identifies a business that is not yet certified, but may qualify for certification as MBE/WBE, the Developer should encourage the business to immediately begin the application process for certification with the MNUCP. The Developer should include this in their Good Faith Efforts documentation.

<sup>3</sup> The MBE/WBE must be certified within in the scope of work and must perform a commercially useful function.

- 2) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the project goals will be achieved. This includes, where appropriate, breaking out contract work into smaller units to facilitate MBE/WBE participation, even when a contractor might otherwise prefer to perform these work items with its own forces.
- 3) Providing interested MBEs/WBEs with adequate information about the scope, specifications, design criteria, and technical requirements of the contract in a timely manner to assist them in responding to a solicitation.
  
- 4) The Developer must negotiate in good faith with interested MBEs/WBEs and provide written documentation of such negotiation with each such business. In determining whether the Developer negotiated in good faith, the Evaluation Panel may consider a number of factors including price, scheduling and capabilities as well as the contract goals.
- 5) The fact that there may be some additional costs involved in finding and using MBEs/WBEs is not itself sufficient reason for a Developer's failure to meet the project goals as long as such costs are reasonable.
- 6) If requested by a solicited MBE/WBE, the Developer must make reasonable efforts to assist such MBEs/WBEs in obtaining bonding, lines of credit or insurance as required by the city or by the Developer, provided that the Developer need not provide financial assistance toward this effort.
- 7) Effectively using the services of minority/woman community organizations; local, state and federal business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the solicitation and placement of MBEs/WBEs. A list of organizations can be found here: [http://www.ci.minneapolis.mn.us/civilrights/contractcompliance/subp/subp\\_minbusres](http://www.ci.minneapolis.mn.us/civilrights/contractcompliance/subp/subp_minbusres) or [http://www.ci.minneapolis.mn.us/civilrights/contractcompliance/subp/subp\\_wmnbusres](http://www.ci.minneapolis.mn.us/civilrights/contractcompliance/subp/subp_wmnbusres).

The Developer must thoroughly document its efforts to solicit to and include MBEs/WBEs. The City will monitor compliance with the MBE and WBE goals commitments throughout the contract. Compliance with the MBE and WBE goals will be a material condition of the contract and failure to comply may be deemed a breach of contract.

For more information please contact the City of Minneapolis Civil Rights Department (612.673.2602).



**CITY OF MINNEAPOLIS  
DEPARTMENT OF CIVIL RIGHTS**

**Contract SUBP Participation Form**

**Please list all minority- or women-owned business enterprises that are included in this bid.**

The undersigned Contractor certifies that the amounts stated below for Minority- and Women-Owned Business Enterprise (MBE/WBE) commitment are included in the total bid value and that the full utilization of the MBE/WBE's as listed or otherwise indicated herein is a condition of the Contract.

USE ADDITIONAL COPIES OF THIS FORM IF NECESSARY.

MBE/WBE Name	Address, Phone Number & Contact Person	Description of Work or Service to be provided	MBE Amount*	WBE Amount*

**\*Please Note: Any labor that an MBE/WBE subs out to a non-MBE/WBE will not count toward the SUBP goals, nor will the participation of any MBE/WBE not performing a commercially useful function on the project.**

\$ _____	\$ _____
—	—
<b>TOTAL</b>	

By: \_\_\_\_\_ Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED, SIGNED AND  
SUBMITTED WITH YOUR BID. FAILURE TO DO SO  
MAY DEEM YOUR BID AS NON-RESPONSIVE.**

Page \_\_\_\_ of \_\_\_\_

**PREVAILING WAGE CERTIFICATE  
SUBMIT WITH ORIGINAL COPY OF YOUR BID**

**Federal prevailing wage rates apply to this project. For a copy of the prevailing wage rates -  
visit: <http://www.wdol.gov/dba.aspx>**

**Use the rates for State of Minnesota - Hennepin County (or Anoka if applicable)**

Laborers and Mechanics shall be paid according to the Contracts for Public Works Ordinance, Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.260, as amended, and the minimum wage rates and fringe benefits paid to the various classes shall be as determined by the Secretary of Labor of the United States, for work in the City, subject to and upon compliance with all requirements provided in the Rules of the Office of the Secretary of Labor of the United States. Apprentices may be paid less than the predetermined wage rate for the work performed. Apprentices must participate in a registered apprenticeship program (See 29 CFR, Parts 5 and 29). In addition to the certificates and other evidences of compliance which are required under these specifications and under Minneapolis Code of Ordinances, Section 24.240, it shall be required that the person or company representative submitting a bid for this contract shall certify in writing that both she/he/it and their Subcontractors shall comply with the wage and labor standard provision of Minneapolis Code of Ordinances, Section 24.200 through 24.260 as amended. Failure to comply with this ordinance shall mean the City may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work and the Contractor and his Sureties shall be liable to the City for any excess cost occasioned to the City for the completion of the work.

By submitting this bid, it is understood and agreed that if it is accepted, in whole or in part, by the City of Minneapolis or Board, as designated, that any work done by the Contractor or by the Contractor's agent or Subcontractor under a contract with the City of Minneapolis or Board as designated shall be done in conformity with provisions of Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.260, or, if applicable Park Board Code of Ordinances, Chapter 6, Section PB 6-1 through PB 6-5. Specifically, it is agreed that payment of wages to employees or agents of the Contractor or any Subcontractor shall be no less than the amounts set forth in the wage decision.

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SIGNATURE

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Company Name

**BY SUBMITTING YOUR BID AND SIGNING THE BID FORM, YOU ARE AGREEING TO ALL OF  
THE ABOVE**

**RETURN THIS FORM WITH YOUR BID**

Revised 10/16/2015

## City of Minneapolis Small and Underutilized Business Program (SUBP)

### Community Solar Garden

This report lists MBEs and WBEs that have been certified by the Minnesota Uniform Certification Program (MnUCP) in scopes of services relevant to this project. If additional scopes of services are identified, the MnUCP online directory (<http://mnucp.metc.state.mn.us/>) should be utilized to find additional certified MBEs and WBEs in those scopes. Another way to locate additional MBEs and WBEs is to contact the National Association of Minority Contractors (NAMC) or the Association of Women Contractors (AWC). NAMC contact: 612-521-3366; [staff@namc-um.org](mailto:staff@namc-um.org). AWC contact: 651-489-2221; [awc@awcmn.org](mailto:awc@awcmn.org).

Note that if a firm is certified as both 'MBE' and 'WBE', that firm's participation in the project will only count toward the 'MBE' goal.

The scopes of services are categorized using the North American Industry Classification System (NAICS). For definitions and more information about NAICS Codes visit the U.S. Census Bureau (<http://www.census.gov/eos/www/naics/>).

<b>NAICS CODE: 238110</b>		<b>Poured Concrete Foundation and Structure Contractors</b>					
Company	Contact	Email	Phone	Fax	MBE	WBE	
BOOKER CONSTRUCTION INC	EMMETT C BOOKER	<a href="mailto:booker_construction@yahoo.com">booker_construction@yahoo.com</a>	651-644-1026	651-644-3646	Yes	No	
BUILDING CODE TECH	EMMANUEL SACKY	<a href="mailto:EMMANUEL@BUILDINGCODETECH.COM">EMMANUEL@BUILDINGCODETECH.COM</a>	800-917-7182		Yes	No	
C OLSON CONCRETE INC	MARIBETH OLSON	<a href="mailto:bigolsonconcrete@msn.com">bigolsonconcrete@msn.com</a>	763-498-8095	763-498-5426	No	Yes	
E-CON-PLACER INC	RICHARD TOUSIGNANT	<a href="mailto:dickt@econplacer.com">dickt@econplacer.com</a>	651-452-1183	651-688-7820	Yes	No	
LOEFFEL CONSTRUCTION	BRIAN LOEFFEL	<a href="mailto:bloeffel@loeffelconstruction.com">bloeffel@loeffelconstruction.com</a>	952-474-4263	952-474-4368	Yes	No	
NATIVE CONCRETE & MASONRY INC.	CHARLES MONETTE	<a href="mailto:Cmonette2004@msn.com">Cmonette2004@msn.com</a>	612-597-0421	763-432-2152	Yes	No	
PARAGON RESTORATION II LLC	STACY PARK	<a href="mailto:stacy.park@paragonrestoration2.com">stacy.park@paragonrestoration2.com</a>	952-435-4354	952-435-2633	No	Yes	
PRO INSTALLERS PLUS	LUCAS BRAZIER	<a href="mailto:proinstallersplus@yahoo.com">proinstallersplus@yahoo.com</a>	800-394-9951	866-331-6565	Yes	No	
QUALITY CUTTING AND CORING INC	KARI LANDRUS	<a href="mailto:office@qualitycutting.net">office@qualitycutting.net</a>	763-785-9605	763-767-8525	No	Yes	
STANDARD CONTRACTING INC	REBECCA SEIDENKRANZ	<a href="mailto:becky@stanconinc.com">becky@stanconinc.com</a>	651-463-2510	651-463-2525	No	Yes	
WENDT MASONRY INC.	KALYNN WENDT	<a href="mailto:wendt.masonry@gmail.com">wendt.masonry@gmail.com</a>	763-443-9175		No	Yes	
<b>NAICS CODE: 238210</b>		<b>Electrical Contractors and Other Wiring Installation Contractors</b>					
Company	Contact	Email	Phone	Fax	MBE	WBE	
A.R. GLOBAL-NET	FLOYD BEECHAM JR.	<a href="mailto:fbeechamjr@arglobal-net.com">fbeechamjr@arglobal-net.com</a>	763-360-7868		Yes	No	
AFS SYSTEMS INC	KATHRYN F QUIGLEY	<a href="mailto:kathrynquigley@afssystemsincc.com">kathrynquigley@afssystemsincc.com</a>	763-425-8396	763-425-8397	No	Yes	

ALBRECHT SIGN COMPANY INC	TOM ALBRECHT	<a href="mailto:tom@albrechtsigncompany.com">tom@albrechtsigncompany.com</a>	763-754-2899	763-767-7316	Yes	No
AMS CONTRACTING LLC	ANTHONY SEBURG	<a href="mailto:office@amscont.com">office@amscont.com</a>	651-797-3685	651-797-3942	Yes	No
BIG G TECH SUPPORT LLC	GERALD BEN-AMI	<a href="mailto:Gben-ami@bgtsllc.com">Gben-ami@bgtsllc.com</a>	763-390-1317	888-867-7126	Yes	No
CLIMATE MAKERS INC	LORI BAUER	<a href="mailto:lorib@climatemakersinc.com">lorib@climatemakersinc.com</a>	763-786-5999	763-786-3893	No	Yes
COVENANT ELECTRIC INC	BARBARA GRAYDON	<a href="mailto:bgraydon@covenantelectric.com">bgraydon@covenantelectric.com</a>	612-554-2066	651-638-0071	Yes	Yes
CROCUS HILL ELECTRIC CO	ELIZABETH ROCCO	<a href="mailto:liz@crocushillelectric.com">liz@crocushillelectric.com</a>	651-221-0261	651-221-0354	No	Yes
DELL-COMM INC	KAREN AHO	<a href="mailto:info@dell-comm.com">info@dell-comm.com</a>	763-783-0035	763-783-0896	No	Yes
ELLIOTT CONTRACTING CORP	JOHN T ELLIOTT	<a href="mailto:kcompheer@elliottcontracting.com">kcompheer@elliottcontracting.com</a>	763-489-7300	763-571-9333	Yes	No
GUNNAR ELECTRIC INC	LAURA KAROW	<a href="mailto:Lkarow@GUNNARELECTRIC.COM">Lkarow@GUNNARELECTRIC.COM</a>	952-937-9262	952-937-1034	No	Yes
LIGHTINGHOUSEUSA INC.	SUDHIR SINGH	<a href="mailto:sudhirs@lightinghouseusa.com">sudhirs@lightinghouseusa.com</a>	763-443-2112	763-235-4536	Yes	No
MIDWEST ELECTRIC CORP	DELORES WERMERSKIRCHEN	<a href="mailto:dwermer@msn.com">dwermer@msn.com</a>	763-551-7992	763-551-7968	No	Yes
MODERN ELECTRICAL SOLUTIONS INC	TYRA DINH TRAN	<a href="mailto:luyen_le@modernelectricalsolutions.com">luyen_le@modernelectricalsolutions.com</a>	651-313-0110	763-780-6398	Yes	Yes
MTEC ELECTRIC INC	HUONG PHAM	<a href="mailto:nick@mtecelectric.com">nick@mtecelectric.com</a>	763-537-1570	763-537-7786	Yes	Yes
NULINE TELECOM SOLUTIONS INC	BEN COLEMAN	<a href="mailto:bencoleman354@gmail.com">bencoleman354@gmail.com</a>	612-242-1909	480-302-5813	Yes	No
PDS COMMUNICATIONS	RENE J. FUENTES	<a href="mailto:rjfuentes@pdscomm.com">rjfuentes@pdscomm.com</a>	651-203-0301	651-203-0306	Yes	No
PHONE JACKS UNLIMITED INC. (DBA ALLAREA CONTRACTORS)	SCARLETT BIESEMEYER	<a href="mailto:scarlett@allareacontractors.com">scarlett@allareacontractors.com</a>	763-413-8488	763-413-0019	No	Yes
RENEWABLE ENERGY PARTNERS DBA RENEWABLE NRG PARTNERS	JAMEZ STAPLES	<a href="mailto:jstaples@renewableNRGPartners.com">jstaples@renewableNRGPartners.com</a>	612-282-2573	612-924-6514	Yes	No
ROSS ELECTRIC COMPANY INC	CEDRIC ROSS	<a href="mailto:rosselectricco.mn@gmail.com">rosselectricco.mn@gmail.com</a>	612-702-7840	651-776-5018	Yes	No
SUESS ELECTRIC LLC	SUSAN SUESS THOMSON	<a href="mailto:info@suesselectric.com">info@suesselectric.com</a>	651-429-0968	651-429-1691	No	Yes
TRICOM COMMUNICATIONS INC	DIANE EVANS	<a href="mailto:diane.evans@tricom1.com">diane.evans@tricom1.com</a>	651-686-9000	651-686-9999	No	Yes
TRIUMPH ELECTRICAL SERVICES INC.	DOUG RUIZ SR.	<a href="mailto:doug@triumphes.com">doug@triumphes.com</a>	612-298-3221		Yes	No
UNITECH ELECTRONIC CONTRACTING LLC	MICHAEL VETTER	<a href="mailto:MichaelV@unitechcontractors.com">MichaelV@unitechcontractors.com</a>	763-428-3600		Yes	No
<b>NAICS CODE: 335311 Power Distribution and Specialty Transformer Manufacturing</b>						
Company	Contact	Email	Phone	Fax	MBE	WBE
POVOLNY SPECIALTIES INC	KIM POVOLNY	<a href="mailto:kim@povolny.com">kim@povolny.com</a>	651-452-7335	651-452-7336	No	Yes

<b>NAICS CODE: 423610</b>		<b>Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Wholesalers</b>				
Company	Contact	Email	Phone	Fax	MBE	WBE
ALLIED ELECTRICAL & INDUSTRIAL SUPPLY	VALERIE MCKISSACK	<a href="mailto:vmckissack@allied-electrical.com">vmckissack@allied-electrical.com</a>	763-544-3600	763-544-3601	Yes	Yes
ANCELRAN INC DBA MUSKA LIGHTING CENTER /OR LIGHT N' UP	CELESTE SCHUMACHER	<a href="mailto:celestes@lightn-up.com">celestes@lightn-up.com</a>	952-934-6730	952-974-5199	No	Yes
B & L SUPPLY INC	CLIFTON BOYD JR	<a href="mailto:blsupply@blsupply.com">blsupply@blsupply.com</a>	651-646-1098	651-646-9459	Yes	No
CARLO LACHMANSINGH SALES INC	CARLO LACHMANSINGH	<a href="mailto:carlo@carloelectrical.com">carlo@carloelectrical.com</a>	612-827-2211	612-821-0161	Yes	No
CROCUS HILL ELECTRIC CO	ELIZABETH ROCCO	<a href="mailto:liz@crocushillelectric.com">liz@crocushillelectric.com</a>	651-221-0261	651-221-0354	No	Yes
ELLIOTT CONTRACTING CORP	JOHN T ELLIOTT	<a href="mailto:kcomphe@elliottcontracting.com">kcomphe@elliottcontracting.com</a>	763-489-7300	763-571-9333	Yes	No
GOPHER STAGE LIGHTING INC.	MELANIE HOLLOWAY	<a href="mailto:info@gopherstagelighting.com">info@gopherstagelighting.com</a>	612-871-0138	612-871-6532	No	Yes
HIGHWAY SOLUTIONS INC	JEROME PERRY	<a href="mailto:jeromeperry@highwaysolutionsinc.com">jeromeperry@highwaysolutionsinc.com</a>	612-817-3310	715-549-6162	Yes	No
KIRBYCO PRODUCTS	JULIANN KIRBY	<a href="mailto:jkirby@kirbycoproducts.com">jkirby@kirbycoproducts.com</a>	651-227-7020	651-227-1387	No	Yes
LIGHTEN UP LLC	HOLLY BOYCE	<a href="mailto:holly@lightenupllc.com">holly@lightenupllc.com</a>	952-944-7515	952-944-7515	No	Yes
MIDWEST LIGHTING PRODUCTS	SUE FRANNEY	<a href="mailto:sue@midwestltg.com">sue@midwestltg.com</a>	763-424-9411	763-424-8720	No	Yes
NORTH COUNTRY SUPPLY INC	JACKELYN BOTENEN	<a href="mailto:Northcountrysupply@gmail.com">Northcountrysupply@gmail.com</a>	651-470-6376	651-253-3089	No	Yes
PM SUPPLY	PAMELA KASTANSO	<a href="mailto:pm-supply@q.com">pm-supply@q.com</a>	763-226-7234	763-537-7746	No	Yes
SHER LIGHTING LLC	SHERRY YAGER	<a href="mailto:sherry@sherlighting.com">sherry@sherlighting.com</a>	952-500-8794	952-236-7131	No	Yes
UNITECH ELECTRONIC CONTRACTING LLC	MICHAEL VETTER	<a href="mailto:MichaelV@unitechcontractors.com">MichaelV@unitechcontractors.com</a>	763-428-3600		Yes	No
<b>NAICS CODE: 541330</b>		<b>Engineering Services</b>				
Company	Contact	Email	Phone	Fax	MBE	WBE
3HM LLC	HECTOR NANKA BRUCE	<a href="mailto:HECTORNANKABRUCE@3HMLLC.COM">HECTORNANKABRUCE@3HMLLC.COM</a>	952-846-4340		Yes	No
BUILDINGS CONSULTING GROUP INC	LEWIS NG	<a href="mailto:LNg@bcgminnesota.com">LNg@bcgminnesota.com</a>	612-789-6696	612-789-6397	Yes	No
BUSSELL COMPANIES INC	ANGIE BUSSELL	<a href="mailto:abussell@bussellcompanies.com">abussell@bussellcompanies.com</a>	952-931-2111	952-931-1222	No	Yes
CHASE ENGINEERING LLC	AMY TRYGESTAD	<a href="mailto:Amy.Trygestad@chase-eng.com">Amy.Trygestad@chase-eng.com</a>	952-607-1946		No	Yes
COMMUNITY DESIGN GROUP	ANTONIO ROSELL	<a href="mailto:arosell@c-d-g.org">arosell@c-d-g.org</a>	612-354-2901		Yes	No
DEBRA S. HAUGEN LLC	DEBRA HAUGEN	<a href="mailto:DHaugen1@me.com">DHaugen1@me.com</a>	612-220-7322	952-929-9038	No	Yes
ELAN DESIGN LAB INC	MARCELLE WESLOCK	<a href="mailto:MWESLOCK@ELANLAB.COM">MWESLOCK@ELANLAB.COM</a>	612-260-7981	612-260-7990	No	Yes

ELFERING & ASSOCIATES PLC	KRISTINA ELFERING	<a href="mailto:kelfering@elferingeng.com">kelfering@elferingeng.com</a>	763-780-0450	763-780-0452	No	Yes
ENGINEERING DESIGN & SURVEYING (EDS INC)	VLADIMIR SIVRIVER	<a href="mailto:vsivriver@edsmn.com">vsivriver@edsmn.com</a>	763-545-2800	763-545-2801	Yes	No
EVS INC	K. DENNIS KIM	<a href="mailto:dkim@evs-eng.com">dkim@evs-eng.com</a>	952-646-0236	952-646-0290	Yes	No
FOURTH FACTOR ENGINEERING LLC	ELIZABETH BECKER	<a href="mailto:liz.becker@fourth-factor-engineering.com">liz.becker@fourth-factor-engineering.com</a>	612-708-2562		No	Yes
HALLBERG ENGINEERING	RICHARD LUCIO	<a href="mailto:rlucio@hallbergengineering.com">rlucio@hallbergengineering.com</a>	651-748-4386	651-748-9370	Yes	No
HANSEN THORP PELLINEN OLSON INC	LAURIE JOHNSON	<a href="mailto:ljohnson@htpo.com">ljohnson@htpo.com</a>	952-829-0700	952-829-7806	No	Yes
HZ UNITED LLC	HUGH ZENG	<a href="mailto:hughzeng@hzunited.com">hughzeng@hzunited.com</a>	763-551-3699	763-390-9270	Yes	No
IMO CONSULTING GROUP	ISMAEL MARTINEZ-ORTIZ	<a href="mailto:IMARTINEZ@IMOCONSULTINGGROUP.COM">IMARTINEZ@IMOCONSULTINGGROUP.COM</a>	952-446-7898		Yes	No
INGENSA INC	JACQUELINE COLEMAN	<a href="mailto:jcoleman@InGensalnc.com">jcoleman@InGensalnc.com</a>	952-222-3550	952-222-9980	Yes	Yes
ISTHMUS ENGINEERING INC	KATHERINE TOGHRAMADJIAN	<a href="mailto:katie@isthmusengineering.com">katie@isthmusengineering.com</a>	612-306-5774		No	Yes
JPMI CONSTRUCTION CO.	JAVEED HADI	<a href="mailto:jay@jpmiconstruction.com">jay@jpmiconstruction.com</a>	651-636-1499	651-636-1699	Yes	No
LIGHTING MATTERS INC	DEB EDWARDS	<a href="mailto:debe@lighting-matters.com">debe@lighting-matters.com</a>	612-341-2100	612-341-2101	No	Yes
LV ENGINEERING LLC	TRACY LAVERE	<a href="mailto:info@lvengllc.com">info@lvengllc.com</a>	651-797-3885	612-353-4398	No	Yes
MARTINEZ GEOSPATIAL INC	GIL MARTINEZ	<a href="mailto:steve@mtzgeo.com">steve@mtzgeo.com</a>	651-686-8424	651-686-8389	Yes	No
MN BEST	HYON KIM	<a href="mailto:htkim@mnbestinc.com">htkim@mnbestinc.com</a>	612-270-6128		Yes	Yes
MOBILIZE DESIGN & ARCHITECTURE LLC	JAMIL FORD	<a href="mailto:JAMIL@MOBILIZEDDESIGN.NET">JAMIL@MOBILIZEDDESIGN.NET</a>	612-208-0504	612-465-6542	Yes	No
MOULI ENGINEERING INC.	SHOBHA MURTHY	<a href="mailto:mouli@mouliengg.com">mouli@mouliengg.com</a>	612-424-5176		Yes	Yes
M-P CONSULTANTS PC	BEATRIZ MENDEZ-LORA	<a href="mailto:bmendez@mpcons.com">bmendez@mpcons.com</a>	612-567-2667		Yes	Yes
PIERCE PINI AND ASSOCIATES INC	RHONDA PIERCE	<a href="mailto:rhonda@piercepini.com">rhonda@piercepini.com</a>	763-537-1311	763-537-1354	No	Yes
PRESERVATION DESIGN WORKS LLC (DBA PVN)	MEGHAN ELLIOTT	<a href="mailto:elliott@pvnworks.com">elliott@pvnworks.com</a>	612-843-4140		No	Yes
PROFESSIONAL ENGINEERING SERVICES LTD	ANNA JOHNSON	<a href="mailto:ann.johnson@peservicesmn.com">ann.johnson@peservicesmn.com</a>	612-275-8190		No	Yes
PROGRESSIVE CONSULTING ENGINEERS INC	NUZHAT QURESHI	<a href="mailto:pce@pce.com">pce@pce.com</a>	763-560-9133	763-560-0333	Yes	Yes
QUESTIONS & SOLUTIONS ENGINEERING INC	CRAIG ELLIS	<a href="mailto:craig.ellis@qseng.com">craig.ellis@qseng.com</a>	612-308-4716	952-361-9343	No	Yes
RANI ENGINEERING INC	SUSAN PARK RANI	<a href="mailto:susan.rani@ranieng.com">susan.rani@ranieng.com</a>	612-455-3322	612-455-3321	Yes	Yes
SAMBATEK INC.	SIRISH SAMBA	<a href="mailto:SSamba@sambatek.com">SSamba@sambatek.com</a>	763-476-6010	763-476-8532	Yes	No
STANDARD CONTRACTING INC	REBECCA SEIDENKRANZ	<a href="mailto:becky@stanconinc.com">becky@stanconinc.com</a>	651-463-2510	651-463-2525	No	Yes
STONEBROOKE ENGINEERING INC	BRENDA ARVIDSON	<a href="mailto:brenda@stonebrookeengineering.com">brenda@stonebrookeengineering.com</a>	952-402-9202	952-403-6803	No	Yes

SYSTEMS TECHNICAL SERVICES INC	MONA DZWONKOWSKI	<a href="mailto:mdz@systechservices.org">mdz@systechservices.org</a>	763-757-0350		No	Yes
VEDI ASSOCIATES INC	P.S. VEDI	<a href="mailto:ps@vediassociates.com">ps@vediassociates.com</a>	612-333-4670	612-333-6797	Yes	No
WALKER ENGINEERING INC	SHIRLEY WALKER STINSON	<a href="mailto:swalker@popp.net">swalker@popp.net</a>	763-422-8696	763-422-8696	No	Yes
WILLIAMS ENGINEERING LTD	DAVID WILLIAMS	<a href="mailto:dgw@williamseng.com">dgv@williamseng.com</a>	651-631-3121	651-631-3175	Yes	No

# ATTACHMENT E

## Solar Garden Construction Schedule of Values

- 1. Solar panels, inverters, racking, monitoring hardware: \$ \_\_\_\_\_
- 2. Electrical conduit, combiner boxes, wiring: \$ \_\_\_\_\_
- 3. Installation Labor: \$ \_\_\_\_\_
- 4. **Total Construction Cost:** \$ \_\_\_\_\_

## Subscription Pricing Form

Projected Community Solar Garden Output:

Year of Production	Total Garden Generation (kWh/year)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
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22	
23	
24	
25	

Pricing Proposal #1: REC's staying with garden subscribers

A. Initial subscription price (\$/kWh) in Year 1: \_\_\_\_\_

B. Annual percent pricing escalator (if any): \_\_\_\_\_

OR

C. Fixed discount from Bill Credit Rate: \_\_\_\_\_

D. Early termination fee

Year of Termination	Termination Fee (\$)
1	
2	
3	
4	
5	
6	
7	
8	
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25	

Pricing Proposal #2: REC's passed on to Xcel Energy

A. Initial subscription price (\$/kWh) in Year 1: \_\_\_\_\_

B. Annual percent pricing escalator (if any): \_\_\_\_\_

C. Early termination fee:

Year of Termination	Termination Fee (\$)
1	
2	
3	
4	
5	
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