



Platte River

Power Authority

Platte River Power Authority

Request for Proposal for ERP

RFP- Specification Number HQ19-1805

August 28, 2019

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Request for Proposal Summary

Proposals for an Enterprise Resource Planning (ERP) Solution, Specification Number HQ19-1805 ("Project") will be received by Platte River Power Authority, hereinafter called Platte River, electronically at mearley@infotech.com **and** ContractAdmin@prpa.org, until 4:00 p.m., MST, September 27, 2019 (Proposal Submission Deadline).

All Bidders are encouraged to submit questions relating to the project by 4:00 p.m., MST, September 13, 2019, to ContractAdmin@prpa.org. Responses to questions received will be sent electronically to all Bidders within five (5) business days.

The Proposal and Agreement shall be conditioned upon compliance with all provisions of the Proposal documents. No Proposal may be altered, withdrawn or resubmitted within ninety (90) working days after the date set for the opening of Proposals.

Platte River will evaluate Proposals. Upon such initial evaluation, Platte River will invite a short list of bidders for interviews to demonstrate their unique qualifications and the functionality of any systems they intend to use.

Platte River conducts a financial analysis to ensure that companies doing business with Platte River are viable with adequate financial resources. The short listed companies invited for an interview/demonstration will be required to provide the latest available audited or unaudited financial statements (balance sheet, income statement) with two (2) years comparison AND the latest quarterly report to Platte River.

Platte River reserves the right, in its sole judgement, to accept the Proposal(s) that is the best value, most responsive, and responsible; to reject any and all Proposals, and to accept or reject any irregularities and informalities in any Proposal(s) that is submitted. Proposals received after the Proposal Submission Deadline will be returned unread.

Summary	Date and Time
Issuance of RFP Specifications and Documents	Wednesday August 28, 2019
Deadline for Submittal of Questions to Platte River	Friday September 13, 2019 @4:00 p.m. MST
Response to Questions sent to participating Bidders	Within five (5) business days
Proposals Submission Deadline (RFP Closes)	Friday September 27, 2019 @ 4:00 p.m. MST
Notification of Short List of Bidders	On or about Friday, November 4, 2019
Demonstrations Conducted	Weeks of December 2 - 6 and 9 - 14, 2019

1 Instructions to bidders

1.1 General

These instructions apply to the preparation of Proposals for professional or technical services ("Services") for Platte River Power Authority, hereinafter referred to as "Platte River."

1.2 Contract Documents

1.2.1 Contract

The Agreement for Professional or Technical Services included herein as Appendix A, shall be executed by the successful bidder upon completion of negotiations.

1.2.2 Interpretations, Modifications, and Addenda

It shall be the bidder's responsibility to advise Platte River prior to the Proposal submittal date of conflicting requirements or missing information which requires clarification. The bidder must inquire into any apparent inconsistencies, or any matter seeming to require explanation or interpretation, on or before 4:00 p.m. MST, September 13, 2019. The bidder submitting the request is responsible for its prompt delivery. Any interpretation or modification of the Proposal documents will be made only by addendum, emailed to each person receiving a set of such documents. Platte River is not responsible for any other interpretations or modifications of the Proposal documents.

1.2.3 Contract Exceptions

Any deviation or exception to the terms and conditions outlined in the Agreement for Professional or Technical Services included herein must be noted in detail and submitted in writing in the Proposal. If Bidder is insistent on using Bidder's form template, please note this in the exceptions and submit the document with the Proposal.

1.3 Proposal

1.3.1 Bidder's Understanding of the RFP

In responding to this RFP, the Bidder accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to Platte River, through Info-Tech Research Group, (ITRG), as necessary to gain such understanding. Platte River reserves the right to disqualify any Bidder who demonstrates less than such understanding. Further, Platte River reserves the right to determine, at its sole discretion, whether the Bidder has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to Platte River.

1.3.2 Good Faith Statement

All information provided by Platte River in this RFP is offered in good faith. Individual items are subject to change at any time. Platte River makes no certification that any item is without error. Platte River is not responsible or liable for any use of the information or for any claims asserted therefrom.

1.4 Communication

Verbal communication shall not be effective unless formally confirmed in writing by a specified official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

1.4.1 Bidders' Inquiries

Applicable terms and conditions herein shall govern communications and inquiries between Platte River and Bidders as they relate to this RFP. Inquiries, questions, and requests for clarification related to this RFP shall be directed electronically via email to:

Attention: Mark Earley
Email: mearley@infotech.com

With a cc to: Contracts Administration
Email: Contractadmin@prpa.org

1.4.2 Addenda

Platte River will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) business days. All questions, answers, and addenda will be shared with all recipients.

Platte River will not respond to any questions or requests for clarification that require addenda, if received by Platte River after 4:00 p.m. MST, September 13, 2019.

Addenda questions must reference the following in the email subject line:

Subject: RFP – Specification Number HQ19-1805. – Question Re: [description of question]

Addenda question answers will be issued to all Bidders via email.

1.5 Proposal Submission.

Each Bidder shall submit one (1) electronic copy of a Proposal.

Proposals must be delivered electronically via email to

Attention: Mark Earley
Phone: 1-888-670-8889 ext. 3371
Email: mearley@infotech.com
Subject: **RFP-Specification Number HQ19-1805** – RFP Response [Bidder name]

With a cc to: Contract Administration
Contractadmin@prpa.org

on or prior to 4:00 p.m. MST, September 27, 2019. A confirmation of receipt of proposal will be sent to Bidder via email.

Bidders are required to submit their proposal response via email, including electronic copies of:

- proposal response in PDF or Microsoft Word format
- completed Bidder Response Template using Microsoft Excel
- completed Bidder Response Pricing template using Microsoft Excel
- signed Bidder Certification Form.

The Bidder is asked to separate sales and marketing materials from content on point to ERP requirements. Multiple emails are allowed if they are clearly identified. Proposals will not be reviewed prior to the RFP deadline identified above.

1.6 Bidder Qualifications

No Proposal shall be accepted from, and no Agreement will be awarded to, any person, firm, or corporation that is in arrears to Platte River. If requested, bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular services specified in the RFP and that they have the necessary financial resources to provide the services called for as described in the attached Technical Specifications.

1.7 Confidential Information

Pursuant to the Colorado Open Records Act (CORA), C.R.S. §§ 24-72-200.1 *et seq.* ("Act"), all information contained in any bid or proposal is subject to public disclosure unless it meets one of the exceptions set forth in the Act. To avoid disclosure of trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data ("Confidential Information"), the Bidder must clearly mark all Confidential Information as such and provide a written, detailed justification with its bid or proposal of the protected nature of the Confidential Information under Colorado law. This justification must address, at a minimum, the specific competitive harm that may result from any disclosure, the intrinsic value of the Confidential Information to the Bidder, and any safeguards the Bidder uses to protect the Confidential Information from disclosure.

By submitting a Proposal, the Bidder agrees to hold Platte River harmless from any claim rising from the release of Confidential Information not clearly marked as such by the Bidder or lacking written, detailed justification supported by Colorado law. **Note that prices contained in a Proposal are subject to disclosure.**

1.8 Mutual Non-Disclosure Agreement (MNDAs)

Bidder shall complete and return a signed copy of Schedule "C" Mutual Non-Disclosure Agreement with its Proposal. Any Proposal submitted without a completed and signed MNDAs will not be considered for this Project.

1.9 Specification Deviations (Exceptions) by the Bidder

Any deviation from the Technical Specifications included herein must be noted in detail and submitted in writing in the Proposal. Completed specifications must be attached for any substitutions offered or when amplifications are desirable or necessary. The absence of the specification deviation statement in the Proposal will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit the specification deviation statement, if applicable, shall be grounds for rejection of the item when offered for delivery.

1.10 Brochures.

Proposals shall include adequate brochures, latest specifications, and advertising literature describing the services offered in such fashion as to permit ready comparison with Platte River's specifications on an item-by-item basis where applicable.

1.11 Taxes

Platte River is a political subdivision of the State of Colorado and a municipally owned utility; as such it is exempt from taxes and no taxes can be lawfully assessed against Platte River. It shall be the responsibility of the successful Bidder to obtain and pay for all licenses, permits, and inspections required for the delivery of the services.

1.12 Signatures and Submittal

All Proposals shall be submitted electronically and signed by the Bidder and its authorized agent and must include the Bidder's address, telephone number, and email address. Each Bidder shall sign the Proposal with the Bidder's usual signature and shall give the Bidder's full business address. Proposals by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representatives. A complete list of partners shall be included with the Proposal.

Proposals by a corporation shall be signed in the official corporate name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation, and shall display the corporate seal. The names of all persons signing should also be typed or printed below the signature. Bidding corporations shall designate the state in which they are incorporated, the address of their principal office, and the name and address of their agent for service of process.

A Proposal by a person who adds the word president, secretary, agent, or other designation without disclosing the principal will be rejected.

The Bidder's name stated on the Proposal shall be the exact legal name of the legal entity.

A single proprietary interest shall not submit multiple proposals for the same work even though the individual proposals are submitted under different names. Platte River reserves the right to reject all proposals so submitted.

1.13 Withdrawal/Amendments.

Proposals may be withdrawn, altered, and resubmitted at any time before the Proposal Submission Deadline. By submitting a Proposal, Bidder acknowledges that Proposals may not be withdrawn, altered, or resubmitted for a period of one hundred twenty (120) working days thereafter, or until execution of the Agreement by the successful Bidder, whichever occurs earliest. Proposals, amendments thereto, and withdrawal requests received after the time advertised for the Proposal Submission Deadline will be void, regardless of when they were mailed.

1.14 Proposal Submission Opening

1.14.1 Receipt by Platte River.

No Proposal will be considered that has not been received by Platte River by the Proposal Submission Deadline set forth on the Request for Proposal. Platte River is not responsible for delays of delivery employed by the Bidder. It is the Bidder's responsibility to ensure that the electronic Proposal is received. It is suggested that a test email and attachment be sent prior to the deadline to ensure that spam filters can be circumvented successfully.

1.14.2 Proposal Opening

Bid Proposals received by Platte River by the proposal Submission Deadline, will be opened and considered thereafter.

1.15 Award

1.15.1 Evaluation.

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, and enterprise. The purpose of this RFP is to identify those suppliers that

have the interest, capability, and financial strength to supply Platte River with an ERP as identified in the Scope of Work.

1.15.2 Acceptance and Rejection of Proposals

Platte River reserves the right to accept any and all Proposals or parts thereof; to reject any and all Proposals; and to waive irregularities and informalities. Proposals received after the time specified for Proposal opening will not be reviewed.

Platte River reserves the right to inspect the Bidders' facilities prior to Contract award and to negotiate optional items with the successful Bidder(s).

2 Statement of Work

2.1 Purpose

The purpose of this request for proposal (RFP) is to invite prospective Bidders to submit a proposal to supply an Enterprise Resource Planning (ERP) solution to Platte River Power Authority (Platte River). The RFP provides Bidders with the relevant operational, performance, application, and architectural requirements of the solution.

2.2 ERP Project Overview

Platte River has engaged Info-Tech Research Group (ITRG) to assist with the selection of an enterprise solution for Platte River. This is a formal process, following the ITRG methodology for ERP Selection projects. It uses a structured approach to determine future business process requirements and define the supporting Information Technology (IT) and software requirements.

The project is structured to align the ERP project goals with the business vision and goals of Platte River to create business-driven criteria for the selection of an enterprise solution. Taking into account current business capabilities; the project has defined the future processes and enabling tools that are critical for delivering lasting business value. The project has defined business and software requirements and Platte River is now seeking a Bidder and software solution with the capabilities to support those requirements.

Platte River's solution selection decision will be based on several factors, beginning with percentage of functionality fit. Other factors to be considered include Bidder viability, Bidder capability, Bidder references, willingness to work cooperatively, requirements for process and organization changes associated with the solution, cost of ownership and return on investment.

Platte River will be establishing a long-term relationship with the Bidder whose solution is selected. One of the most significant requirements of a Bidder is the Bidder's willingness to work cooperatively with Platte River, respecting Platte River's culture and wishes. The Bidder's willingness to adhere to the selection process set forth in this document will be viewed by Platte River as an indicator of the nature of the future relationship. In particular, please note that a specific individual is identified as the key contact for this package selection project.

Platte River has designated their Info-Tech consulting partner as the primary contact for all Bidder communications related to this RFP.

UNDER NO CIRCUMSTANCES is the Bidder to contact Platte River personnel directly. All questions, marketing materials and other forms of contact must be directed through the identified Info-Tech contacts. Violation of this request may cause a Bidder to be deemed as unwilling to work in a harmonious manner with Platte River, and result in the Bidder's disqualification from the selection process.

2.3 Coverage & Participation

The intended coverage of this RFP, and any agreement resulting from this solicitation, shall be for the use of all departments at Platte River. Platte River reserves the right not to enter into any contract, to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability or obligation of any kind or amount. In the event of any material change to the requirement or details contained herein, Platte River will endeavor to provide enough time to participating Bidders to make the necessary adjustments to their proposals.

3 General Information

3.1 Original RFP Document

Platte River shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the Bidder's submission, is grounds for immediate disqualification.

3.2 About Platte River Power Authority

Platte River Power Authority is a not-for-profit wholesale electricity generation and transmission provider that delivers safe, reliable, environmentally responsible and financially sustainable energy and services to its owner communities of Estes Park, Fort Collins, Longmont and Loveland, Colorado for delivery to their utility customers.

Platte River uses several sources of electricity generation to meet its wholesale obligations to its owner communities. These sources include coal, natural gas, hydro, wind and solar. In 2019, approximately 30% of the energy Platte River delivers to its owner communities will come from non-carbon resources and will reach approximately 39% non-carbon in 2020.

Platte River has approximately 270 employees and its headquarters is located in Fort Collins, Colorado. Platte River's Rawhide Energy Station is located 30 miles north of Fort Collins and is home to:

- Rawhide Unit 1: Coal, net capacity of 280 MW
- Units A-D, F: Natural gas, net capacity of 388 MW
- Rawhide Flats Solar: Solar, net capacity of 30 MW

For more information, please visit www.prpa.org.

3.3 Major drivers for Enterprise Resource Planning

Platte River operates in an environment of largely unintegrated disparate systems, functioning through a significant amount of manual intervention from users across the entire organization, largely focused within finance, payroll and HR processes. Challenges are many and include:

- Multiple systems of record resulting in the duplication of data, complicating data availability and reporting.
- Time-consuming data reconciliation processes and lack of visibility into disparate systems, creating inconsistent answers to the same questions.
- The inability to make data-driven business decisions due to the absence of aggregate data from a single integrated, reliable set of information.
- Individual departments have purchased multiple software solutions to overcome similar problems.
- An environment rife with redundant activity, underutilized systems, and functions contingent on a few critical individuals.
- New operations being added on top of existing processes and technologies rather than being assessed for integration and consolidation.
- Platte River is paying heavy maintenance costs due to the large number of disparate systems providing similar functionality.

The ability to produce an accurate view of the cost of projects, and the associated labor, is expected to play an increasingly pivotal role in Platte River's decision making. Additionally, being able to do this consistently and efficiently will ensure the long term sustainability and ongoing improvement of services.

With IT increasingly expected to effectively partner with the business to support organizational objectives, a strategy for the ERP environment is needed to address both today's support model and tomorrow's needs.

Unaddressed, Platte River risks not realizing the efficiencies, costs savings, and innovation opportunities needed to support the enterprise strategy and objectives today and in the future.

3.4 Existing Technology Environment

Table 1 provides the relevant technology environment in operation at Platte River.

Current Financial Solution	Smartstream GL, Avantis APPro
Current Procurement Solution	Avantis Purchasing
Current Asset Management Solution	Avantis Maintenance Mgmt, Smartstream Fixed Assets
Current Supply Chain Solution	Avantis Warehouse Management, Inventory
Current Payroll Solutions	Smartstream Payroll, Benefits, Self Service
Current HR Solution	Smartstream HR, Q&A HR reporting
Current HR Recruiting Solution	Cornerstone ATS
Other Software	ServiceNow, Benefit provider software, HPECM

A full list of Applications used by Platte River is available in the attached document: [Platte River - List of Applications.pdf](#). The listing includes identification of those applications expected to be replaced and/or integrated with the ERP solution.

3.5 Expected Users by Module

Table 2 provides a breakdown of expected users by module:

Module/Function	Users	Comments
Financials - Core	10	
Financials - Reporting	125	
Human Resources - Core	7	Includes Payroll
Human Resources - Reporting	54	
Budgeting & Planning - Core	10	
Budgeting & Planning – Reporting	54	
Procurement – Core	7	
Procurement – Reporting	125	

Module/Function	Users	Comments
Supply Chain – Core	5	Inventory & Warehouse Management
Supply Chain – Reporting	20	Inventory & Warehouse Management
Asset Management – Core	35	Asset Maintenance / Fleet Maintenance included
Asset Management – Reporting	45	Asset Maintenance / Fleet Maintenance included
Project Management – Core	15	
Project Management – Reporting	75	
Number of system administrators	2	
ESS / Payroll	257	Includes: 54 Managers 20 Temporary/Seasonal

3.6 Schedule of Events

The following table is the tentative schedule governing this request for proposal. Dates may change in accordance with the organization's needs or unforeseen circumstances at the sole discretion of Platte River.

Table 3 provides Schedule of Events

Issuance of RFP	Wednesday August 28, 2019
Last date for Submitting Questions	Friday September 13, 2019 @ 4:00pm MST
RFP Closes	Friday September 27, 2019 @ 4:00pm MST
Notification to Short-listed Vendors	On or about Friday November 4, 2019
Demonstrations Conducted (2)	Weeks of December 2 – 6 & 9 – 13, 2019
Internal Reviews/Planning	During 1 st quarter 2020
Final Award Notification	1 st / 2 nd Quarter 2020

4 Proposal Content

4.1 Required Content

In addition to an Executive Summary of the Enterprise Resource Planning offering and any marketing collateral you wish to provide, each proposal **must** contain the following items:

1. **Functional Requirements.** Bidders are required to submit an electronic copy of the Bidder Response Template (in Microsoft Excel), representing the functional requirements as described in **Section 5**.
2. **Implementation and Support Services.** Bidders are required to submit an electronic copy of the Bidder Response Template (in Microsoft Excel), representing the implementation and support services as described in **Section 6**. Also include the following supporting documents:
 - Standard Service Level Agreement
 - Implementation Methodology and Plan
3. **Bidder Qualifications and References.** Bidders are required to submit an electronic copy of the Bidder Response Template (in Microsoft Excel), representing the Bidder requirements as outlined in **Section 7**.
4. **Pricing.** Bidders are required to submit an electronic copy of the Bidder Pricing Template (in Microsoft Excel), representing the pricing outline as described in **Section 8**.
Platte River considers this ‘indicative pricing’ and short-listed Bidders will be afforded the opportunity to provide refined pricing during the demonstration period.
5. **Signed Bidder Certification Form.** Bidders are required to complete the Bidder Certification form provided (Schedule “B” – Bidder Certification) with this RFP, and submit the signed form with the proposal response.

4.2 Method of Award

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, and enterprise. The purpose of this RFP is to identify those suppliers that have the interest, capability, and financial strength to supply Platte River with an ERP as identified in the Scope of Work.

4.3 Evaluation

The specific evaluation criteria to be used by Platte River will include such criteria as Platte River may determine in its sole discretion. As part of the evaluation process, Platte River may request that some or all of the Bidders provide additional information or details for clarification, which may include attending interviews, making a presentation, supplying samples, performing demonstrations, and/or furnishing additional technical data.

Evaluation Criteria:

Evaluation Criteria	Weighting
1. Functional Requirements	40
2. Bidder – strength, viability, cooperation	14
3. Maintenance & Support Services	16
4. Implementation	18

Evaluation Criteria	Weighting
5. Technical / Interfaces	12

Selection of Bidder(s)

Platte River intends to, but is not required to, select one or more Bidders as a preferred solution provider based on its evaluation of the proposals, for the purpose of attempting to negotiate a binding contract for the supply of the required solution contemplated by this RFP that Platte River wishes to procure. The selection of a preferred Bidder does not obligate Platte River to enter into a contract with such preferred Bidder or any preferred Bidder. Negotiations may include negotiating changes, amendments, or revisions to the proposal of a preferred Bidder and such terms and conditions as Platte River, in its sole discretion, determines are required to be included in the contract. If Platte River determines that the parties will be unlikely to agree on terms and conditions acceptable to Platte River in a timely manner, Platte River may discontinue such negotiations upon written notice to the preferred Bidder without liability and Platte River may, in its sole discretion, but is not required to, enter into negotiations with any other Bidder.

Platte River is under no obligation to share the evaluation results or the methodology used to evaluate Bidder responses.

4.4 Selection and Notification

Bidders determined by Platte River to possess the capacity to compete for this contract will be requested to participate in a demonstration presentation with Platte River subject matter experts. Platte River will provide the demonstration scripts and demonstration dates to the short-listed Bidders as per the schedule outlined above. Demonstration scripts will be included with the short list notification email.

Following the Bidder demonstrations, selected Bidder(s) will be moved into the negotiation phase of this process. Written notification will be sent to these Bidders via email. Those Bidders not selected for the demonstration and/or negotiation phase will receive written notification by email.

5 Scope of Work, Specifications & Requirements

5.1 Overview of Requirements

The ERP is a key strategic project for Platte River that will be phased into the organization over a number of years. Platte River is seeking a partner with which to redesign their ERP environment and is looking to the Bidder to provide insights on how leveraging their systems will improve processes and drive a best practice ERP implementation.

The successful Bidder will provide a solution that is able to provide support in the following areas:

1. Deliver on the functionality outlined in this RFP with a minimal number of disparate systems and integration points.
2. Where appropriate, Platte River will require assistance with the redesign of business processes supporting ERP functionality. It is preferred to adopt industry best practice over customization.
3. Integrate with existing systems and allow for easy migration of data between systems.
4. Migrate existing historical data and system functionality to the new platform(s).
5. Recommend a phased approach to implement the proposed modules so Platte River can prioritize the roll out of modules and establish an accurate program budget.

6. Support the organization through the deployment of functionality now and in the future, as needs and requirements evolve. Platte River is interested in establishing a long-term partnership with the selected Bidder(s).
7. Deliver a robust reporting functionality that is flexible, easy to use and customizable.

The Bidder is encouraged to propose the solution that they think best meets the needs identified in this RFP. Platte River does not have a stated preference for an on-premise or SaaS solution.

The following sections outline the specific requirements by module. Note that all modules may not be implemented at the outset, we are asking that the Bidder scope and price each module separately, highlighting the recommended implementation plan and module dependencies.

Please indicate if there is a partner or add-on solution or an integration to an existing solution being proposed in any given area.

The following diagram depicts the current ERP environment at Platte River.

Figure 1 Existing Platte River ERP

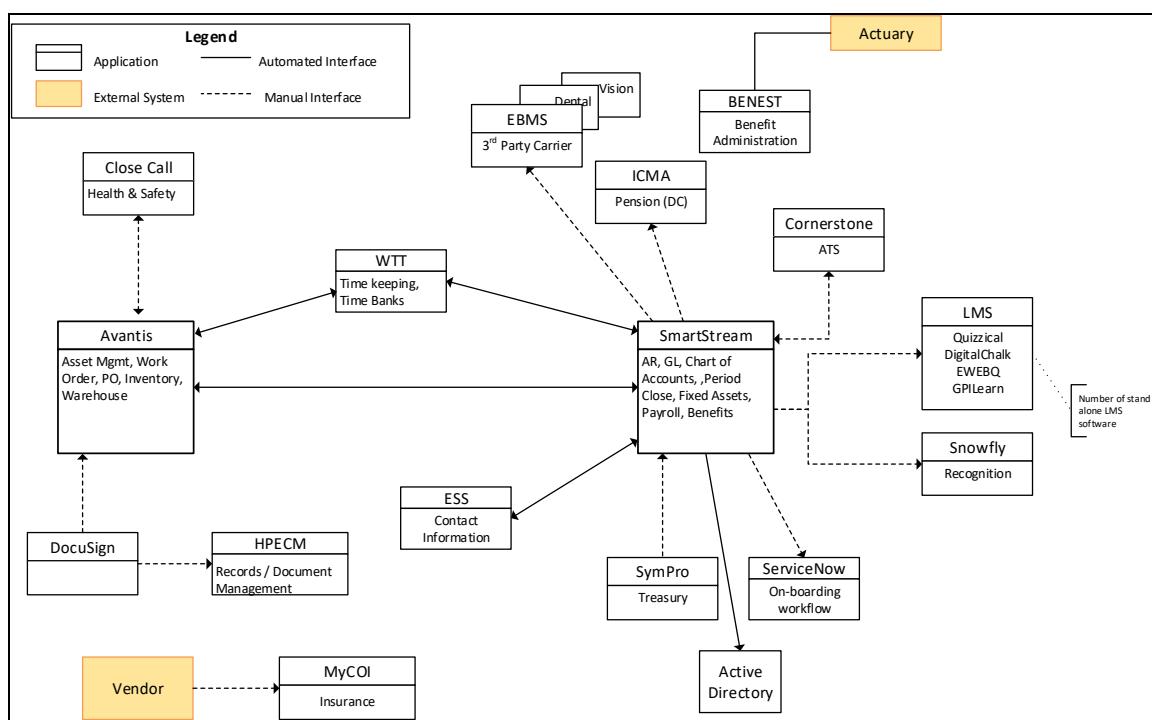


Figure 2 ERP Operating Model



5.2 Functional Requirements

Bidders must answer all information pertaining to requirements in order for their proposal to be considered. All responses must be completed in the [Platte River - Bidder Response Template](#) on the relevant tab.

5.2.1 Planning and Budgeting

Planning and budgeting is a key component of Platte River's processes. This includes capital budgets along with Platte River-wide department specific budgets and payroll budgets. Currently, the budget and reporting is a manual process and all performed in Excel.

Additionally, to support the control of expenses, and assist in the planning of long term funding, Platte River also requires the capability to forecast rates and overall expenditures for up to 30 years into the future. This will require the ability to set parameters, run what-if scenarios and generally support forward planning to enable Platte River to achieve strategic targets.

Further details regarding specific requirements can be found in the attached [Platte River - Bidder Response Template – Planning and Budgeting](#) tab.

5.2.2 Financial Management

Financial Management is comprised of a number of functional areas, including:

- Core accounting requirements - General Ledger (GL), Chart of Accounts and Cost Allocations. These requirements/processes are related to operational oversight and ensure that Platte River is able to produce accurate financial reports and manage its budgets effectively.

- Financial Reporting - Platte River is looking for flexibility and accessibility in performing its reporting and analysis.
- Accounts Receivable (A/R) & Accounts Payable (A/P) - The A/R process governs how Platte River intakes funds from client billing, fees and other sources. The A/P requirements are focused on flexibility, automated matching and approvals, and reporting. Additionally, Platte River requires the ability to pay vendors/suppliers and other recipients via check, direct deposit and EFT with payments matching an existing purchase order and/or invoice.
- Cash Management – ability and flexibility to manage, reconcile and report on cash flows.
- Period Close – Platte River needs the ability to define period close rules and accruals, with flexibility to set accrual dates based on delivery service rather than invoices.
- Treasury Management – Platte River invests funds in government bonds, money market instruments and other liquid assets. Platte River needs the ability to track and manage investments. Platte River issues tax-exempt bond issues and cash from operations to fund ongoing capital projects.
- Non-Financial Information – Platte River currently captures non-financial statistical information within the financial system for reporting purposes. There is a need to tie the financial component to the energy component – generation, consumption etc.

Further details regarding specific requirements can be found in the attached [Platte River - Bidder Response Template – Financial Management](#) tab.

5.2.3 Human Resource Management

Human resource management is an area where Platte River believes it can improve significantly by obtaining a unified view of its employees via an ERP solution. Platte River requires an employee master list containing all relevant data with the ability to attach electronic copies of all necessary source documents. The employee master list also needs some level of competency management for storage of employee training and certification data and automatic alerts when certifications come due.

In addition, Platte River sees the introduction of employee self-service (ESS) as a good first step down the path to modernize its workforce. Over the longer term, Platte River is moving towards a more strategic approach to HR, to support this, the bidder is requested to provide additional information on the extensibility of their solution into the areas of performance management, workforce and succession planning.

Further details regarding specific requirements can be found in the attached [Platte River - Bidder Response Template – Human Resources](#) tab.

5.2.4 Payroll and Benefits

Payroll is currently managed through legacy systems and largely manual processes. Platte River requires that payroll functionality be included in the solution and integrated with employee data records. Key required functionalities are processing and tracking hours, vacation, PTO, CTO and accruals, and embedding external regulations, policies, and reporting requirements into the system. Timesheet requirements involve automated data entry and workflows with consistent tracking, visibility and reporting on timesheet information.

Platte River has a number of requirements around compensation and benefits and the ability to address them is mandatory. It would be required to automate the benefits process for new employees, open enrollment, employee status changes, and to be able to easily update or adjust business rules around compliance, data retention, and other internal and external factors over time. Further, Platte River requires support for its defined benefit pension plan (tracking plan participants and distributions) as well as the more recent replacement, the defined contribution

plan. Note that employees covered by the defined benefit plan are also able to contribute to the defined contribution plan.

Platte River partners with multiple insurance providers that need to be supported. Finally, compensation, benefits, compliance, employee demographic, and metric reporting are an essential part of developing Platte River's human capital management.

Further details regarding specific requirements can be found in the attached Platte River - Bidder Response Template – Human Resources tab.

5.2.5 Procurement Management

Procurement Management is comprised of purchase requisitions (PR), purchase orders (PO), quotes and tenders, contracts and Bidder master data.

The ability to create and manage automated approvals and workflows for PRs and POs, with user-defined approval levels, are mandatory capabilities for the solution. Platte River is looking to have business rules in place to manage purchasing from the point of requisition, such as only being able to make PRs against existing allocated budgets, to reuse requisition templates, and to edit Bidder-specific data to match PO requirements. Platte River needs to be able to forward information to the A/P system, to transmit POs via a variety of channels, as well as real-time visibility in requisition and order statuses, complete tracking capabilities, and a comprehensive audit trail.

From a receiving and matching perspective, Platte River requires the flexibility to receive directly against POs, including open POs, which can also accommodate three-way matching between orders, receipt notes and invoices.

In managing a Bidder master list, Platte River needs to leverage a system that securely stores information, can intake information created outside the Bidder master list, tracks and shows a clean history of a Bidder, and uses approval workflow for changes made to the system.

Contract Management is the process for managing, reviewing and adhering to all contracts entered into by Platte River. There are many different types of contracts created with a number of parties for a number of reasons including construction, service agreements, licensing, facilities, agreements with public entities, leases etc.

Currently, records are stored in such a way that it takes time, effort and back-and-forth communication to determine the status of contracts, often to just understand where contracts are in an approval process. The new solution should provide a single point of data entry, and have automated approval processes, integration into the GL, comprehensive tracking of actions taken, and controlled access to contract characteristics/statuses for relevant departments.

Further details regarding specific requirements can be found in the attached Platte River - Bidder Response Template – Procurement Management tab.

5.2.6 Enterprise Asset Management

Platte River is looking for the new ERP to improve its asset accounting process. Currently, calculations are performed manually and there is little integration among the various systems. As a result, Platte River wants one view of its assets for both financial and operational reporting. The ERP should allow for the configuration of rules that automatically calculate depreciation and adjust for changes to the asset's parameters. It should also be able to generate simple projections of depreciation and useful life of an asset for future periods.

As a power generator, Platte River has a heavy reliance on the reliability of its plants and equipment. The ability to maintain assets through service/work orders is critical to the ongoing capabilities or the organization to meet its mandate. Scheduling and executing preventative and

predictive maintenance are a large part of the capability requirements. Additionally, the ability to issue work orders against asset components and sub-components is a definite necessity.

Platte River operates a fleet that consists of vehicles, specialty vehicles, rolling stock and other specialty equipment. As with all assets, Platte River expects to be able to trigger repairs utilizing work orders, as well as to schedule vehicles for regular service.

Further details regarding specific requirements can be found in the attached [Platte River Bidder Response Template – Asset Management](#) tab.

5.2.7 Supply Chain Management

Requirements for supply chain management fall largely into inventory and warehouse management practices. Platte River operates a number of warehouses across the region that contain a variety of items from raw materials (coal) to spare parts and office supplies.

The ability to manage the inventory within the warehouses is an important component of the ongoing operations of Platte River. This includes managing stock, replenishment, materials movement, receiving and put away.

A specific need for Platte River is the ability to track coal from the mine, to the stock piles and into the generation plant. This includes capturing the loading and unloading timeframes and knowing when the various levels of coal in the pile were received. The bidder is asked to outline specific capabilities within their warehouse and inventory capabilities to meet this need. A narrative description of the existing process is included in Appendix B to provide more detail

Further details regarding specific requirements can be found in the attached [Platte River - Bidder Response Template – Supply Chain Management](#) tab.

5.2.8 Project Management

As part of the overall initiative, Platte River is looking to improve their overall capabilities to manage projects. This includes the creation, estimation, tracking and closing of a project. Specifically, the ability to accurately capture and report on project costs is an important aspect of Platte River's strategic drive towards data driven decision making.

Further details regarding specific requirements can be found in the attached [Platte River - Bidder Response Template – Project Management](#) tab.

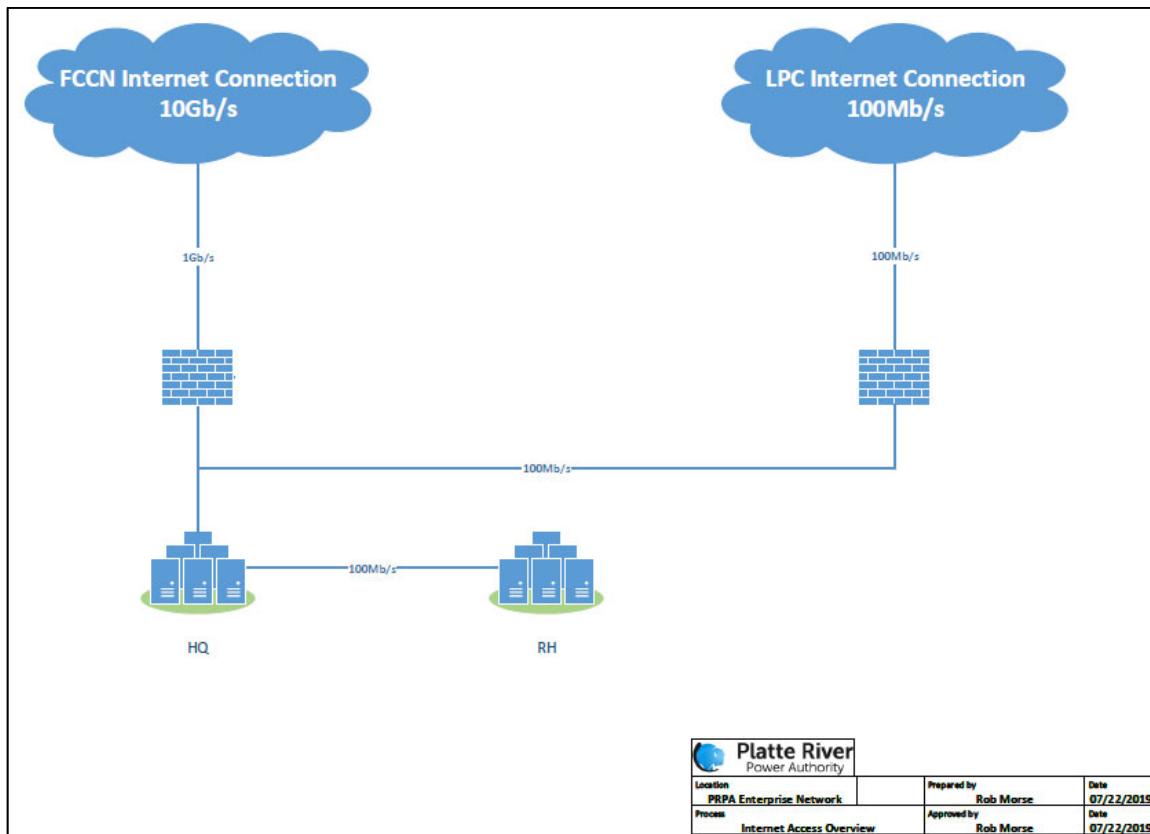
5.2.9 Records & Document Management

At this time, Platte River is reviewing their needs with respect to records and document management. The current solution (HPECM) meets the current needs and is not expected to be replaced in the short term. However, the bidder is requested to provide information with respect to their capabilities for records and document management to allow Platte River to understand the extensibility of the proposed solution. Pricing is not required for these components unless required to meet the documented requirements for other functions

5.3 Technical Specifications

The following diagram provides the current network infrastructure/architecture in place at Platte River.

Figure 3 Network Diagram



The Bidder is asked to outline the technical requirements for their solution in context of the existing Platte River technical environment. The specific requirements are identified in the attached [Platte River - Bidder Response Template – Technical tab](#).

6 Implementation and Support Services

Bidders must answer all information pertaining to the implementation and support of their ERP solution for Platte River's project as described in this RFP. Bidders are required to provide information by using the [Platte River - Bidder Response Template – Implementation & Support tab](#).

Platte River asks that Bidders provide a high-level implementation plan broken out by functional area/module. Bidders should structure the implementation by phase as Platte River may decide to implement modules in stages over a period of months or years. Also, any dependency or prerequisite modules should be identified in the implementation plan.

Bidders must also provide the following:

- A copy of the Bidder's standard Service Level Agreement.
- A copy of the standard implementation methodology being proposed.
- A high-level implementation/activation plan, with estimated time and resource requirements both Bidder and typical client resourcing needs.

7 Bidder Qualifications & References

Bidders must provide information on their company and qualifications in order for their proposal to be considered. All responses must be completed in the Platte River Bidder Response Template – Bidder Information tab.

In this section we ask that the Bidder provide information about the company and services offered, including references and descriptions of projects similar in size, application, and scope. It is critical that the Bidder provide evidence of having worked with power generation utilities in the past. All partnerships and third parties proposed as part of the software, services or support response must be disclosed in the RFP.

8 Budget & Estimated Pricing

Bidders are free to propose either a SaaS or on-premise solution, or both. Two pricing sheet templates are provided, one for each SaaS and on-premise solutions. The Bidder is asked to use the appropriate template(s) for their proposal. Bidders are not precluded from responding with both an on-premise and SaaS solution.

Bidders must complete the cost breakdown for the licensing, support and implementation of their ERP solution as described in this RFP. The prices provided should reflect all costs associated with a SaaS solution if SaaS is included as an option. Bidders are required to provide pricing information by using the Platte River - Bidder Pricing Response Template. There is one tab for on-premise and one tab for SaaS.

The pricing sheet includes the Year 1 total cost of licensing, implementation, maintenance, training, and support by module/function and 5-year ongoing support costs.

9 Additional Terms & Conditions

9.1 Personal Information

Depending on the circumstances, Platte River may require information related to the qualifications and experience of persons who are proposed or available to provide services. This may include, but is not limited to, resumes, documentation of accreditation, and/or letters of reference. The Respondent should not submit as part of its Response any information related to the qualifications, experience of persons who are proposed or available to provide services unless specifically requested. Unless specifically requested, any such information, whether in the form of resumes or other documentation, will be returned immediately to the Respondent. Platte River will treat this information in accordance with the provisions of this RFP.

9.2 Costs

The RFP does not obligate Platte River to pay for any costs, of any kind whatsoever, which may be incurred by a Respondent or any third parties, in connection with the Response. All Responses and supporting documentation shall become the property of Platte River, subject to claims of confidentiality in respect of the Response and supporting documentation.

9.3 Intellectual Property

The Respondent should not use any intellectual property of Platte River, including, but not limited to, all logos, registered trademarks, or trade names of Platte River, at any time without the prior written approval of Platte River, as appropriate.

9.4 Respondent's Responses

All accepted Responses shall become the property of Platte River and will not be returned.

9.5 Governing Law

This RFP and the Respondent's response shall be governed by the laws of the State of Colorado. All data collected, created, received, maintained, or disseminated for any purposes in the course of the Respondent's submission of a proposal to Platte River and Platte River's evaluation of the same will be subject to CORA as stated in paragraph 3.3 of the Instructions to Bidders section herein.

9.6 No Liability

Platte River shall not be liable to any Respondent, person, or entity for any losses, expenses, costs, claims, or damages of any kind:

- Arising out of, by reason of, or attributable to, the Respondent responding to this RFP; or
- As a result of the use of any information, error, or omission contained in this RFP document or provided during the RFP process.

9.7 Entire RFP

This RFP, any addenda to it, and any attached schedules, constitute the entire RFP.

Appendix A: Agreement For Professional or Technical Services

THIS AGREEMENT ("Agreement") is made and entered into on _____, by and between PLATTE RIVER POWER AUTHORITY, a political subdivision of the State of Colorado ("Platte River"), and _____ ("Consultant").

WHEREAS, Platte River is undertaking the following project: Enterprise Resource Planning Solution ("Project"); and

WHEREAS, Platte River desires to retain the services of Consultant to complete the Project as set forth in this Agreement; and

WHEREAS, Consultant desires to provide those services to Platte River.

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

(1) Services. Platte River agrees to retain Consultant to provide the services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services"), and Consultant agrees to so serve. Consultant warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws, and agrees to perform the Services on the terms and conditions set forth herein. Platte River reserves the right to omit any of the Services identified in **Exhibit A** upon written notice to Consultant. In the event of any conflict between this Agreement and **Exhibit A**, the provisions of this Agreement shall prevail.

(2) Compensation and Final Payment.

- (a)** Platte River agrees to pay Consultant a firm-fixed sum not to exceed Dollars (\$_____), as may be adjusted to reflect the addition/deletion by Platte River, in its sole discretion, of any of the Services set forth in **Exhibit A**. Subject to any retained final payment as set forth in subparagraph (b) below, Platte River shall make payment within thirty (30) days of receipt and approval of invoices submitted by Consultant, which invoices shall be submitted to Platte River not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.
- (b)** Consultant shall indemnify and save harmless Platte River from all claims for labor and materials furnished under this Agreement. When requested by Platte River, Consultant shall submit satisfactory evidence that all persons, firms, or corporations who have done work or furnished materials under this Agreement, for which Platte River may become legally liable, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory to Platte River, an amount equal to five percent (5%) of the sum not to exceed set forth in subparagraph (a) above will be retained from money due to Consultant to liquidate all such claims. Such sum will be retained until the claims as aforesaid are fully settled or satisfactorily secured. Acceptance by Consultant of final payment shall release Platte River and every officer and agent thereof, from all claims and liability.
- (c)** After final acceptance of the Services by Platte River, an Application for Final Payment shall promptly be submitted by Consultant. Consultant's Application for Final Payment shall constitute an additional representation by Consultant to Platte River that all conditions precedent to Consultant's entitlement to final payment has been fulfilled.
- (d)** All invoices and an Application for Final Payment shall include a reference to the Purchase Order Number and shall be directed to the following:

Platte River Power Authority
Attention: Accounts Payable
2000 East Horsetooth Road
Fort Collins, Colorado 80525-5721
PlatteRiver-AP@prpa.org

- (3) **Term.** The Term of this Agreement shall be from the date first written above through _____, 20____, unless extended by written agreement of the parties.
- (4) **Monitoring and Evaluation.** Platte River reserves the right to monitor and evaluate the progress and performance of Consultant to ensure that the terms of this Agreement are being satisfactorily met in accordance with Platte River's applicable monitoring and evaluating criteria and standards. Consultant shall cooperate with Platte River relating to such monitoring and evaluation.
- (5) **Platte River Property.** Reports, surveys, maps, plans, drawings, photographs, and any other tangible materials produced by Consultant pursuant to this Agreement shall at all times be considered Platte River property.
- (6) **Independent Contractor.** The parties agree that Consultant shall be an independent contractor and shall not be an employee, agent, or servant of Platte River. **Consultant is not entitled to workers' compensation benefits from Platte River and is obligated to pay applicable federal and state income tax on any money earned pursuant to this Agreement.**
- (7) **Insurance Requirements.** Consultant shall secure and maintain insurance of such types and in such minimum amounts as may be necessary to protect Consultant and the interests of Platte River against all hazards or risks of loss below. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to Platte River, but regardless of such acceptance it shall be the responsibility of Consultant to maintain adequate insurance coverage at all times. The providing of insurance by Consultant of such types and in such minimum amounts as specified below does not limit Consultant's contractual responsibilities, liabilities or obligations under this Agreement.

Consultant shall submit a certificate for each of the insurance policies identified herein to Platte River not less than ten (10) days prior to the date that Consultant, or its supervisor(s) or employees, are expected to commence providing Services. Consultant understands and agrees that Platte River shall not be obligated under this Agreement until Consultant furnishes such certificates of insurance. Each certificate shall state that thirty (30) days advanced written notice will be given to Platte River before any policy covered thereby is changed or canceled. Platte River, its directors, officers and employees shall be listed as "additional insureds" on all of the policies required by subsections, b, and c below. With respect to all required policies of insurance the Consultant shall cause its insurer to waive the insurer's right of subrogation with respect to Platte River and its insurers.

- (a) **Workers' Compensation and Employers Liability.** This insurance shall protect Consultant against all claims under applicable state workers' compensation laws. Consultant shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of workers' compensation law. This policy shall include an "all states" endorsement. The liability limits shall not be less than:

- (i) Workers' Compensation Statutory amount
(ii) Employers Liability \$1,000,000 each accident

- (b) **Comprehensive Automobile Liability Insurance.** This insurance shall be written in comprehensive form and shall protect Consultant against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they

are owned, non-owned, or hired. The liability limits shall not be less than a One Million Dollar (\$1,000,000) combined single limit each occurrence for bodily injury and property damage.

(c) **Comprehensive General Liability.** This insurance shall be written in comprehensive form and shall protect Consultant against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of Consultant or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a broad form property coverage endorsement, and insure the contractual liability assumed by the Consultant as stated in paragraph 9 hereof regarding Indemnification. The liability limits shall not be less than a One Million Dollar (\$1,000,000) combined single limit each occurrence for bodily injury and property damage.

(d) **This Section Not Used.**

(e) **Professional Liability Insurance.** If Consultant is an architect, engineer, surveyor, appraiser, physician, attorney, accountant, or other licensed professional, or if it is customary in the trade or business in which Consultant is engaged to carry professional liability insurance, or if Platte River otherwise deems it necessary, Consultant shall procure and keep in force during the duration of this Agreement a policy of errors and omissions professional liability insurance insuring Consultant against any professional liability with a limit of at least One Million Dollars (\$1,000,000) per claim and annual aggregate.

(f) **Subcontracts.** Consultant agrees to include the insurance requirements set forth in this Agreement in all subcontracts. Platte River shall hold Consultant responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. Platte River reserves the right to approve variations in the insurance requirements applicable to subcontractor upon joint written request of subcontractor and Consultant if, in Platte River's opinion, such variations do not substantially affect Platte River's interests.

(8) **Warranty.** Consultant hereby warrants that the Services contracted under this Agreement will be performed in a competent manner consistent with consulting firms providing similar services under similar circumstances. If, within the warranty period, Platte River notifies Consultant that the Services fail to meet the provisions of this warranty, Consultant shall promptly correct any defects by re-performance of the Services at no cost to Platte River. The warranty period shall begin on the date of acceptance of the Services performed by Platte River and shall extend for a period of ninety (90) days following termination of this Agreement.

(9) **INDEMNIFICATION.** CONSULTANT HEREBY COVENANTS AND AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS PLATTE RIVER, ITS DIRECTORS, OFFICERS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, COSTS, CHARGES, OBLIGATIONS, EXPENSES, ATTORNEY'S FEES, LITIGATION, JUDGMENTS, DAMAGES, CLAIMS, AND DEMANDS OF ANY KIND WHATSOEVER FROM ANY THIRD PARTY ARISING FROM OR OUT OF ANY NEGLIGENT ACT OR OMISSION OR OTHER TORTIOUS CONDUCT OF CONSULTANT, ITS OFFICERS, EMPLOYEES, OR AGENTS IN THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT. CONSULTANT WARRANTS THAT THE GOODS OR SERVICES PROVIDED HEREIN, AND THE USE OF THEM, WILL NOT INFRINGE ANY PATENT OR INVENTION, COPYRIGHT, TRADE SECRET, OR OTHER PROPRIETARY RIGHT. CONSULTANT AGREES THAT IT SHALL DEFEND, INDEMNIFY, AND HOLD PLATTE RIVER, ITS DIRECTORS, OFFICERS, AND EMPLOYEES HARMLESS FROM ALL LIABILITY, LOSS, COSTS, CHARGES, OBLIGATIONS, EXPENSES, ATTORNEY'S FEES, LITIGATION, JUDGMENTS, DAMAGES, CLAIMS AND DEMANDS OF ANY KIND WHATSOEVER, ARISING OUT OF ANY SUCH CLAIMS FOR PATENT INFRINGEMENT OR, IN PART OR IN WHOLE, PLATTE RIVER'S USE, SALE, OR PURCHASE OF SAID GOODS. This Indemnification provision shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

(10) Termination.

- (a) **Generally.** Platte River may terminate this Agreement without cause if it determines that such termination is in Platte River's best interest. Platte River shall effect such termination by giving written notice of termination to Consultant, specifying the effective date of termination, at least fourteen (14) calendar days prior to the effective date of termination. In the event of such termination by Platte River, Platte River shall be liable to pay Consultant for Services performed as of the effective date of termination, but shall not be liable to Consultant for anticipated profits. Consultant shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by Platte River.
- (b) **For Cause.** If, through any cause, Consultant fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, Platte River shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Consultant. In the event of such termination by Platte River, Platte River shall be liable to pay Consultant for Services performed as of the effective date of termination, but shall not be liable to Consultant for anticipated profits. Consultant shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Consultant shall not be relieved of liability to Platte River for any damages sustained by Platte River by virtue of any breach of this Agreement, and Platte River may withhold payment to Consultant for the purpose of setoff until such time as the exact amount of damages due to Platte River from Consultant is determined.

(11) Work by Illegal Aliens Prohibited. This paragraph shall apply to all Consultants whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work.

- (a) Consultant hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Consultant will participate in either the Colorado Department of Labor and Employment ("Department") Program or the E-Verify Program (formerly referred to as the basic pilot employment verification program) as each is defined in C.R.S. §8-17.5-101(3.3) and (3.7) respectively (the "Program") in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States since the effective date of this Agreement to perform work under this Agreement.
- (b) Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- (c) Consultant hereby certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment in the United States since the effective date of this Agreement to perform work under this Agreement through participation in the Program.
- (d) If the Consultant participates in the Department Program the Consultant shall notify Platte River of such participation. A participating Consultant shall, within twenty (20) days after hiring an employee who is newly hired for employment within the United States to perform work under this Agreement, affirm to the Department that the consultant has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. sec. 1324a, and not altered or falsified the identification documents for such employees. At the time of such submittal to the Department, the Consultant shall provide a written, notarized copy of the affirmation to Platte River. Consultant is prohibited from using Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

- (e) If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall be required to:
- (i) Notify the subcontractor and Platte River within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- (f) Consultant shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Article 17.5.
- (g) If Consultant violates this paragraph, Platte River may terminate this Agreement for cause. If this Agreement is so terminated, Consultant shall be liable for actual and consequential damages to Platte River.

(12)Compliance with C.R.S. §24-76.5-103.

- (a) If Consultant is a natural person (i.e., not a corporation, partnership, or other legally created entity) 18 years of age or older, he/she must do the following:
- (i) Complete the affidavit attached to this Agreement as **Exhibit B**; and
 - (ii) Attach a photocopy of the front and back of one of the valid forms of identification noted on **Exhibit B**.
- (b) If Consultant executes the affidavit stating that he/she is an alien lawfully present in the United States, Platte River shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the "SAVE Program," operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event Platte River determines through such verification process that Consultant is not an alien lawfully present in the United States, Platte River shall terminate this Agreement and shall have no further obligation to Consultant hereunder.

(13)Taxes. Platte River is a political subdivision of the State of Colorado and a municipally owned utility. As such, Platte River is exempt from taxes and no taxes may be lawfully assessed against Platte River in connection with the Services provided by Consultant in accordance with this Agreement.

(14)Safety, Drugs and Alcohol. Consultant, and its employees or agents, shall follow safe work procedures, using safe work habits in all situations. Platte River reserves the right to inspect the Services in order to enforce this requirement. It is strictly prohibited for anyone to be under the influence of drugs or alcohol while working on behalf of Platte River or on Platte River's premises. Consultant, or any of its employees or agents, who violate this policy shall be removed from the job site.

(15)Equal Employment Opportunity. Platte River is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified

individuals. No person shall be unlawfully discriminated against because of race, color, national origin or ancestry, sex, age, religious convictions, veteran status, disability, sexual orientation, or other classification protected by law. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

(16) HARASSMENT. ALL PERSONS WORKING ON PLATTE RIVER'S PREMISES SHOULD HAVE A WORKING ENVIRONMENT FREE FROM HARASSMENT BASED UPON HIS/HER RACE, COLOR, RELIGION, CREED, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, SEXUAL ORIENTATION (INCLUDING GENDER IDENTITY), OR DISABILITY. IT IS A VIOLATION OF PLATTE RIVER'S POLICY FOR ANY EMPLOYEE TO HARASS ANOTHER ON PLATTE RIVER'S PREMISES. THIS POLICY APPLIES TO CONSULTANT, ITS EMPLOYEES, SUBCONTRACTORS OR AGENTS. PRIOR TO COMMENCEMENT OF ANY SERVICES SET FORTH HEREIN TAKING PLACE ON PROPERTY OWNED OR CONTROLLED BY PLATTE RIVER, CONSULTANT SHALL SIGN PLATTE RIVER'S HARASSMENT LETTER, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE AS **EXHIBIT C**, ACKNOWLEDGING RECEIPT OF THIS POLICY.

(17) Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver by Platte River, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§24-10-101, *et seq.*, or of any other defenses, immunities, and limitations of liability available to Platte River, its officers and employees under the law.

(18) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.

(19) No Assignment. Consultant shall not assign this Agreement without Platte River's prior written consent.

(20) Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

(21) Survival Clause. The "Warranty" and "Indemnification" provision set forth in paragraphs 8 and 9, respectively, of this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

(22) ENTIRE AGREEMENT. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS OFFERS, NEGOTIATIONS, AGREEMENTS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, BETWEEN THE PARTIES. **IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND ANY PURCHASE ORDER ISSUED IN CONNECTION WITH THIS AGREEMENT THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL PREVAIL.** EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY ONLY BE MODIFIED OR AMENDED BY WRITTEN AGREEMENT OF THE PARTIES.

(23) Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

(24) Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

Platte River Power Authority

RFP- Specification Number HQ19-1805

(25)Notices. Written notices required under this Agreement and all other correspondence between the parties, other than invoices and an Application for Final Payment which shall be directed as set forth in paragraph 2.d, shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to Platte River:

Platte River Power Authority
2000 East Horsetooth Road
Fort Collins, Colorado 80525

With a copy to: General Counsel
Platte River Power Authority
2000 East Horsetooth Road
Fort Collins, Colorado 80525

If to Consultant:

Email Address:

Either party may change its contact information at any time by providing written notice to the other party.

(26)Time of the Essence. Consultant acknowledges that time is of the essence of this Agreement. Consultant's failure to complete any of the Services contemplated herein during the Term of this Agreement, or as may be more specifically set forth in **Exhibit A**, shall be deemed a breach of this Agreement.

(27)Confidential Information. In connection with the Services to be performed herein by Consultant, Platte River may disclose certain of its confidential and proprietary information (the "Confidential Information") to Consultant. Confidential Information shall include all data, materials, contracts, technology, computer programs, specifications, manuals, business plans, software, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Consultant by Platte River.

Consultant agrees that the Confidential Information is to be considered confidential and proprietary to Platte River and Consultant shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of this Agreement, and shall not disclose, publish or otherwise reveal any of the Confidential Information received from Platte River to any other party whatsoever except with the specific prior written authorization of Platte River.

(28)Use of Platte River Tools. At Platte River's discretion, Consultant may be permitted to use Platte River owned tools in the performance of the Services. Consultant agrees that any such tools used are accepted "AS IS" and WITH NO WARRANTIES, express or implied. The Consultant accepts full responsibility for the care of Platte River tools during the period of use, and will be responsible for their replacement at full retail value if not returned or returned in a damaged condition. In consideration of allowing use of Platte River tools the Consultant agrees to hold harmless, release, defend and indemnify Platte River, its employees, officers and directors, FROM ANY AND ALL LIABILITY or claims for injury or death to persons or damage to property arising from the Consultant's use of the tools, INCLUDING THOSE INJURIES OR DAMAGES CAUSED BY PLATTE RIVER'S ALLEGED OR ACTUAL NEGLIGENCE.

(29)Expenditure Not to Exceed Appropriation. The obligations of Platte River under this Agreement are from year to year only and shall not constitute a multiple-fiscal year debt or other financial

Platte River Power Authority

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obligation or fiscal obligation of any kind payable in any fiscal year beyond the fiscal year for which funds are so appropriated for the payment of current expenditures.

(30)Special Provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PLATTE RIVER POWER AUTHORITY

By: _____

Title: _____

APPROVED AS TO FORM:

Deputy General Counsel

CONSULTANT: _____

By: _____

Title: _____

Platte River Power Authority

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EXHIBIT A

SCOPE OF SERVICES

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EXHIBIT B

AFFIDAVIT PURSUANT TO C.R.S. §24-76.5-103

AFFIDAVIT [HB 06S-1023]

If the Consultant is a sole proprietor, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen, or
 I am a Permanent Resident of the United States, or
 I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for a political subdivision of the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the political subdivision of the State of Colorado. I further acknowledge that I will comply with the requirements of C.R.S. §24-76.5-101 *et seq.* and will produce the required form of identification prior to starting work. I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under C.R.S. §18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

CERTIFIED and AGREED to _____.

CONSULTANT:

By: _____
Consultant Full Legal Name

Signature

PLATTE RIVER INTERNAL USE ONLY – Valid forms of identification

- a valid Colorado driver's license; or
- a current Colorado identification card; or
- a United States military card or a military dependent's identification card; or
- a United States Coast Guard Merchant Mariner card; or
- a Native American tribal document.

EXHIBIT C

PLATTE RIVER POWER AUTHORITY HARASSMENT LETTER

Platte River Power Authority's policy on sexual harassment and discrimination applies to all consultants, vendors, and their employees who perform work at Platte River facilities. Consultant or vendors working at a Platte River facility are responsible for complete supervision and control of their employees at all times. Any employee of a contractor or vendor who violates this policy will be immediately escorted from Platte River property and will not be allowed to return to the job. There will be no exceptions to this policy. Please sign this letter acknowledging receipt of this policy.

Non-discrimination policy

Harassment of employees is prohibited by law and harassment of Platte River employees by managers, supervisors, co-workers, contingent workers, or third parties (including vendors, suppliers, and customers), or harassment by employees of any of the above, will not be tolerated. Harassment in the workplace or while representing Platte River on business is unprofessional, inappropriate, and will not be tolerated. Harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, creed, sex, national origin, ancestry, age, sexual orientation (including gender identity), or disability.

Harassing conduct includes, but is not limited to, the following:

- (1) Epithets, slurs, negative stereotyping, or threatening, intimidating, coercing, or hostile acts that relate to race, color, religion, creed, sex, national origin, ancestry, age, sexual orientation, or disability.
- (2) Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, creed, sex, national origin, ancestry, age, sexual orientation, or disability and that is placed on walls, bulletin boards, e-mail, or elsewhere on the employer's premises, or circulated in the workplace.

Sexual Harassment; Sexual harassment is characterized by:

- (1) Making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of an employee's employment; or
- (2) Making submission to or rejections of such conduct the basis for employment decisions affecting the employee; or
- (3) Creating an intimidating, hostile, or offensive working environment by such conduct. This is commonly known as "hostile environment sexual harassment."

Sexual harassment does not include behavior or occasional compliments of a socially acceptable nature. It includes behavior that is not welcome, that is offensive to a reasonable person that fails to respect the rights of others, that lowers morale, or that interferes with work effectiveness. Platte River prohibits harassment of a male by a female, harassment of a female by a male, and same gender harassment. Whatever form it takes, sexual harassment can be insulting and demeaning to the recipient.

Sexual harassment may take many forms, it may be overt or subtle, but it will not be tolerated. One specific form of sexual harassment is the demand for sexual favors; other forms of sexual harassment include:

- (1) **Verbal**—Sexual innuendos, suggestive comments, jokes of a sexual nature, sexual propositions, threats.
- (2) **Non-verbal**—Sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, obscene gestures.
- (3) **Physical**—Unwanted physical contact, including touching, grabbing, patting, pinching, brushing the body, coerced sexual intercourse, assault.

Appropriate disciplinary action will be taken against any employee who violates this policy.

By signature below, I understand Platte River's policy on harassment and agree to advise my company's site management of said policy and demand strict compliance thereto.

By: _____

Date: _____

Title: _____

APPENDIX A

SOFTWARE LICENSE AGREEMENT

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Appendix B: Current Fuel Handling Narrative

Train Movements

- Rawhide train gets loaded at the Antelope Mine in Wyoming
 - Platte River receives an emailed Bill of Lading (text file) from the mine reporting a summary of the number of cars loaded, total weight of coal loaded, and destination
 - Platte River receives an emailed Mine Shipping Notice/Train Manifest (text file) from the mine reporting specifics of the train loaded with times, weight per car, etc.
- Train leaves the mine loaded with 95 cars (typical)
 - Platte River receives an email notice from BNSF that the train has departed the mine
- During the trip from the mine to the plant, BNSF emails updates of train status/location/time at certain pre-determined points along the route. The one-way trip takes approx. 12 hours.
- About a day after the train is loaded and departs the mine, we receive an email with the coal quality analysis report (text file) from the mine about the quality of coal loaded on that train.
- Loaded train arrives at Rawhide, BNSF crews leave, and our contractor (third party unloader) arrives
 - We get an emailed notice from BNSF for time of arrival
 - We enter that time of arrival into the fuel database
 - Our third party unloader pulls the train up to the back of the dumper
 - The “time at dumper” is entered into the fuel database
 - Crews prepare for unloading the train, and the train is placed into the dumper and is considered ready to be unloaded
 - The “placement time” is entered into the fuel database
 - The starting levels of Silo 1 and Silo 2 are entered into the fuel database
- Train unloading
 - Crews enter each car that is on the train into the fuel database (matching it up with the train manifest from the mine)
 - About halfway through unloading the train, crews notify BNSF (call or email) and let them know the approximate time that the train will be completed and ready to be picked up. This is the “pre-release time” that gets entered into the fuel database.
 - When the train is completely unloaded, and exits the dumper, the “departure time” is entered into the fuel database.
 - The ending levels of Silo 1 and Silo 2 are entered into the fuel database
 - If any coal goes out into the stockpile, the start/end of the reclaim tonnage is entered into the fuel database.
 - The total tons on the train manifest are entered into the fuel database.
 - Comments are entered by the crew related to anything specific or unusual about this train unloading event (it could be problems with down times noted, etc.)
- The fuel database calculates the total cars unloaded, the total tons unloaded, and any differences from the manifest.
- Reports can be run per train, or just a comments report, or a summary of trains unloaded, cycle time (round trip from arrive to Platte River back to arrive to Platte River).

Coal Quality, Burns and Inventory

- Coal quality information from the quality analysis report for each train is entered into the fuel database using a macro that pulls the information from the quality analysis report text file
 - Dates, btu content, SO2 content, ash content, moisture, lbs SO2/MMbtu, tonnage, number of cars.
 - This information can be run as a report
- Any tons that went to reclaim (out to the stockpile) populate a “coal pile increase” report in the database
- Plant Operators take daily belt totalizer readings and enter those numbers into the fuel database for belt 6 (from silos) and belt 7 (from the inventory stockpile).
 - The database calculates the number of tons that went over those belts in a 24-hour period.
 - This information could be used to calculate current inventory in the database based on a starting inventory level, but currently we aren’t using that feature and these numbers get entered into a spreadsheet outside the database to keep track of current inventory levels.
- We ultimately want to know our starting inventory level, how much coal was unloaded (how much went into the silos and how much went outside to the stockpile), so we can know an on-site total inventory level every day (with the outside stockpile inventory specified separately).
- For our official burn numbers that get reported to accounting, that is pulled from Engineering data that takes readings off the pulverizer coal feeders (that go directly into the boiler) and is more precise. It would be helpful if this information was utilized in the coal inventory report in the database.

Additional Information on the belt scales

- We have scales on belts 6,7, and 9 and they are calibrated monthly. The coal runs over a Load Cell and its weight is calculated accordingly, the brand is a “Revere Coal Silo Weight Indicator/Controller” and the model number is R502.
- The pulverizer feeders (Stock feeders) also have a totalizer. For heat rate calculations we typically believe that the feeder numbers are more accurate and therefore they are used. The weigh cells on conveyors 6, 7 and 9 are reviewed as a cross check but typically not used for reporting.

For sample screen shots / reports, refer to the included file:

Fuel Handling - Sample Reports and Screen Shots.pdf