

Resiliency as a Service

Request for Qualifications

RFQ Issue Date: December 18, 2020

Responses Due: January 25, 2021

RFQ Website: www.xcelenergy.com/ResiliencyRFQ

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Xcel Energy

Resiliency as a Service RFQ

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I. Background

Xcel Energy (the “Company”) requests general and technical qualification responses to this Request For Qualifications (“RFQ”) from consultants and others (“Responders”) that can provide the services that are mentioned in section 3 of this RFQ document (“Services”).

The Company is interested in Services for its customers in its Wisconsin service territory initially, followed by its other service territories in Colorado, Michigan, Minnesota, New Mexico, North Dakota, South Dakota, and Texas (“Xcel Energy Operating Territories”).

Resiliency as a Service is a new product offering designed to support customers that have a need for higher than standard service reliability. Xcel Energy will provide this support through company ownership, installation, operation and maintenance of resiliency assets. The Company will own and maintain the assets while customers pay for them over time through charges on their bill. This service will reduce upfront capital costs for customers while providing them a simple process through which to design and implement resiliency solutions.

The Resiliency as a Service program is designed to be technology agnostic and will allow for customers to choose resiliency options to best meet their needs. Technologies funded through this offering will include but are not limited to, installation of diesel or natural gas generators, battery energy storage systems, solar plus storage systems and microgrid installations. Customers will work with the Company and a pre-qualified set of vendors to design, construct and interconnect their system. This will allow for a single point of contact throughout the process, providing a simple and efficient customer experience. Customers will sign an agreement to pay for the resiliency asset on their bill over the lifetime of the asset, with the Company retaining ownership and providing O&M services, with the option of owning the asset at the end of the agreement timeline.

II. Schedule/Timeline/Communication

Company seeks response submissions to this RFQ between December 18, 2020 and January 25, 2021 (“Responses”).

This RFQ, additional documentation related to this RFQ, including, but not limited to, the structure, format and timing of the process, shall be posted on the RFQ webpage: www.xcelenergy.com/ResiliencyRFQ. Respondents are encouraged to check the webpage frequently to ensure that they have the latest documentation and information.

Please submit any questions regarding the RFQ by email to the RFQ Manager at: **ResiliencyRFQ@xcelenergy.com**. For any questions that are clearly identified as containing confidential and proprietary information, Xcel Energy will respond through direct email communication. Xcel Energy will post answers to all other questions through the Q&A document posted on the RFQ webpage before the response deadline.

Schedule

RFQ Issued	December 18, 2020
Deadline for submitting questions	January 4, 2020
Deadline to respond to questions submitted	January 11, 2020
RFQ responses due date, 5:00 pm CT	January 25, 2021
RFQ shortlisting results announced	February 22, 2021
Contract execution	Q2 2021

III. Services and Qualifications

This section confirms the Services for which the Company is inviting Responders to submit their qualifications. This section furthermore confirms the required qualifications and preferred qualifications sought through this RFQ.

i. Services

The following Services are sought through this RFQ. All Services are related to proven technologies, i.e. no R&D technologies.

- Backup generation
 - Turnkey installation of backup generation resources designed to power a customer's entire facility or designated critical load panels
 - Generator types to include diesel, natural gas, propane etc. as indicated by the customer's preference and fuel availability
 - Performance of detailed system design including generator sizing, interconnection and protection devices.
 - Performance of ongoing operation, maintenance and monitoring of installed systems to ensure their reliable performance
 - Assisting with permitting and other compliance issues related to operation of backup generation
 - Assisting customer in optimizing the backup generator for use in Company sponsored interruptible rate options or similar demand response programs as applicable
- Energy storage systems
 - Turnkey installation of battery energy storage systems designed to provide backup power, reliability, or other services for the customer.
 - Battery storage may be lithium-ion, advanced lead-acid, flow or other commercially available battery storage technology.
 - Performance of detailed system design including battery system sizing, interconnection and protection devices.
 - Performance of ongoing operation, maintenance and monitoring of installed systems to insure their reliable performance
 - Assisting with permitting and other compliance issues related to operation of the energy storage system
 - Assisting customer in optimizing the energy storage system for use in managing the customer's facility loads or participating in Company sponsored rate options or similar programs.
- Renewable energy generation with energy storage

- Turnkey installation of renewable energy generation systems designed to meet all or a portion of the customers electric load. To provide resilience for the customer all renewable energy systems are to be paired with an energy storage system to mitigate the intermittent nature of renewable resources.
 - Renewable energy generation may include photovoltaic systems (PV), wind, hydro, or other eligible renewable resource.
 - Performance of detailed system design including renewable system sizing, interconnection and protection devices.
 - Performance of ongoing operation, maintenance and monitoring of installed systems to ensure their reliable performance
 - Assisting with permitting and other compliance issues related to operation of the renewable energy system
- Microgrids
 - Turnkey installation of microgrids defined as “a group of interconnected loads and distributed energy resources within clearly defined electrical boundaries that acts as a single controllable entity with respect to the grid. A microgrid can connect and disconnect from the grid to enable it to operate in both grid-connected and island-mode.” The microgrid will be designed to specifically serve the customer’s building or multiple customer owned buildings located in close.
 - Microgrid assets may include backup generation, battery energy storage, renewable energy generation, islanding switchgear, and microgrid control equipment.
 - Performance of detailed system design including microgrid system sizing, interconnection and protection devices.
 - Performance of ongoing operation, maintenance and monitoring of installed systems to ensure their reliable performance
 - Assisting with permitting and other compliance issues related to operation of the microgrid
 - Assisting customer in optimizing the microgrid for use in managing the customer’s facility loads or participating in Company sponsored rate options or similar programs.

ii. General Requirements

- **Licensing**
Responders shall give all notices related to the work to applicable governmental bodies and obtain and pay for all licenses, permits and inspections required for the work.

- **Insurance**
Responders shall review the Insurance coverage requirements set forth in the Agreement and separately state in the Schedule of Values the Bidder's cost, if any, for the required insurance coverages. An approved Acord Certificate of Liability Insurance shall be provided to Company upon the decision to award the contract, containing all required coverages.
- **Union Labor**
Union craft labor shall be required for all site work in MN and WI.
- **Safety Plan**
Respondents shall provide an uncontrolled copy of its corporate safety manual and three (3) years of all applicable OSHA incident and injury rates.
- **UL/FM approved equipment**
Any equipment provided by Respondent in connection with a project shall ensure that it complies with (UL) Underwriters Laboratory and FM (Factory Mutual) standards and certifications.
- **Environmental**
Respondent shall provide a copy of any environmental compliance manual with its proposal. Respondent shall comply with all federal, state and local environmental laws and regulations during the work.
- **QA**
An uncontrolled copy of the Respondent's Quality Assurance and Quality Control ("QA / QC") Program to be implemented in the performance of the Work must be submitted with its proposal. This QA / QC summary shall include information on the organization of Bidder's QA / QC program, including the authority and responsibility of all involved personnel. This uncontrolled copy shall also explain administrative policies and procedures to be used in carrying out the program.

iii. **Qualifications**

- Experience completing projects for each of the technologies identified in the Services section.
- Experience completing both utility-sited and behind-the-meter projects for utility customers
- Experience completing relevant non-utility projects
- Experience working with local trades and unions on construction projects as/if applicable

- Licensed PE on staff or partnership with an engineering firm and licensed electricians on staff, with licensure in states for which services will be offered
- Experience providing Services in Xcel Energy Operating Territories (preferred)
- Where bidder uses third party labor, please provide third party names and recommended subcontractor information
- OSHA safety program as/if applicable
- Summary of QA/QC program, performance against quality standards and examples of defects or service complaints and resolution as/if applicable
- Environmental Compliance Programs as/if applicable
- Industry Awards and Recognition as/if applicable

IV. Requested Information

A complete submission will include a complete, electronically-signed original response document, assembled in the following format:

Section 1 – Executive Summary

Responders shall provide a summary and overview including narrative that addresses why their response provides value to Xcel Energy and its customers. Responders shall also provide detail on background and experience in conducting similar Services as well as any applicable references (including contact name, contact number and project name) from projects where the responder has completed development of such Services.

Section 2 – Standard Responder Forms (Appendix A)

Information should be provided in the attached spreadsheet entitled “Xcel Energy Resiliency RFQ Responder Forms.xlsx” that is issued together with this RFQ document, to the fullest extent possible. The Company will accept a partial response only to the extent information is not available or applicable. Any and all information regarding the following topics that can be provided in Appendix A will be reviewed as part of this RFQ process:

1. Confidentiality
2. Certification
3. Cover Sheet
4. Services
5. Pricing
6. Creditworthiness

In addition to the above information to be provided in Appendix A, please

provide the following information in a separate attachment:

7. Experience and Qualifications
8. Résumés of Key Personnel
9. Licensing and certifications

Responders shall submit an organizational chart containing contact information for key personnel in your organization's management, including directors, V.P. and other upper management related to this project. This chart shall serve as an escalation matrix if needed.

Responders shall submit a project organizational chart containing contact information for key project personnel along with résumés.

Section 3 – Model Master Services Agreement Exceptions (Appendix B)

In this section, Responders are required to clearly document any exceptions to the Model Master Services Agreement by providing a redline version of the document with their submission and reason for taking each exception(s).

V. Response submission

All Responses will be accepted until 5:00 P.M. Central Time January 25, 2021.

All Responses must be transmitted electronically, via email, to the RFQ Manager at:

ResiliencyRFQ@xcelenergy.com

Any Responses, or documents included therein, that exceed 35 MB in size, shall be transmitted upon request to the RFQ Manager, via a secure upload to the XpressDRIVE File Exchange.

Responses received later than the due date and time indicated will be rejected and returned unopened unless the Company determines, at its sole discretion, to consider such Responses.

VI. RFQ Conditions

This Request For Qualifications does not commit Company to contract for any supply or service, and does not constitute a commitment, implied or otherwise, that Company will take any procurement action. Company reserves the right to use any form(s) of solicitation to acquire the Services covered by the RFQ, and is under no obligation to pursue an agreement with any Responder.

Company makes no representation or warranty, expressed or implied, as to the accuracy or completeness of any information contained herein or otherwise provided to any Responder by or on behalf of Company.

Responders are encouraged to conduct their own investigation and analysis of any and all information contained herein or otherwise provided by or on behalf of Company. No Responders will have any claim whatsoever against Company, its employees, officers, or consultants arising from, in connection with, or in any way relating to this RFQ.

Participation in this RFQ is voluntary. Company will not pay for any information or administrative costs incurred in response to this RFQ; all costs associated with responding to this RFQ will be solely at the Responder's expense.

In its sole discretion and without notice to Responders, Company reserves the right to: 1) modify, change, supplement or withdraw the RFQ; 2) extend the submission date/time and/or to supplement, amend, substitute or otherwise modify the RFQ at any time prior to the submission date/time; 3) require, permit or reject amendments (including, without limitation, submitting information omitted), modifications, clarifying information, and/or corrections to responses by some or all Responders at any time before or after the submission date/time; 4) require, request or permit, in discussions with any Responder, any information relating to the subject matter of this RFQ that Company deems appropriate, whether or not it was described in the Response or this RFQ; 5) decline to consider any response to this RFQ; and, 6) elect to proceed or not to proceed with discussions or presentations regarding the subject matter of this RFQ with any Responder.

At any time prior to the RFQ due date and time, a Responder may withdraw its response by submitting a request in writing and signed by a duly authorized representative. Electronic mail, facsimiles, telegraphic or mailgram withdrawals are acceptable.

Company and Responder agree to keep confidential information that is clearly identified as containing confidential and proprietary information, including but not limited to the response to the RFQ as well as information and documents

exchanged between Company and Responder during the course of the preparation of the response to the RFQ and the response evaluation process ("Confidential Information"). Company and Responder shall only disclose the Confidential Information to those within their organizations with a need to know. In addition, such Confidential Information shall only be used by Responder to respond to the RFQ or by Company to evaluate the response. Company and Responder agree that they shall not disclose Confidential Information to agents or consultants unless the agent or consultant has: 1) a need to know such information; 2) agrees to only use the Confidential Information to respond to the RFQ or evaluate the Response; and, 3) is contractually bound to disclosure standards and policies at least as restrictive as those set forth in this paragraph. Regardless of the confidentiality, all such Confidential Information may be subject to review by: 1) any other governmental authority or judicial body with jurisdiction relating to these matters; and, 2) legal and regulatory discovery. Under such circumstances, Company and Responder shall make all reasonable efforts to preserve the confidentiality of the Confidential Information, including requesting that it be filed under seal, but acknowledge that such treatment is neither automatic nor guaranteed.

By submitting a response to this RFQ, Responders are deemed to have acknowledged and agreed to the conditions set out within it.

VII. Evaluation and Selection Procedures

The Company will use a three phased approach to evaluating Responses offered in this RFQ.

The three phases include:

- a. Completeness review
- b. Threshold review
- c. Key parameters review and scoring

Completeness Review

The completeness review ensures compliance with all Response submittal requirements (sufficient information provided in Response, etc.)

Threshold Review

The threshold review ensures that each Response complies with all specific RFQ requirements including

- a. Responder experience
- b. Responder financial strength
- c. Licensing and certifications

Key Parameters Review and Scoring

Responses will be evaluated based on the following key criteria:

Criteria
Experience and track record in providing similar services as contemplated in this RFQ
Overall approach to providing Services
Qualifications and accessibility of project team
Overall strength and stability of the firm
Supplier diversity status of contractor and subcontractors
Union Labor

After an initial review and evaluation of each of the Responses, the Responders submitting the most highly rated Responses may be invited for interviews prior to final selection, to further elaborate on their qualifications.

The Company reserves the right to award a contract without holding interviews, in the event the written Responses provide a clear preference on the basis of the criteria described.

When the most qualified Responders have been determined, the Company intends to enter into a Master Service Agreement (Attachment A) with the selected Responder.

The selected Responder will be required to meet the Company's insurance requirements and to post a performance bond and a labor and materials bond in the full amount of the contract when awarded.

No agreement with the Company is in effect until both parties have signed a contract.

Appendix A – Responder Forms

Responder Forms and Instructions

See file titled *Xcel Energy Resiliency RFQ Responder Forms.xlsx*

As discussed in Section 4, the completed Responder Forms and attachments and narrative topic discussions, will comprise a complete Response. The Responder Forms can be downloaded from the RFQ webpage and are expected to be completed and submitted in Microsoft Excel format.

If additional space is needed to elaborate on information requested on any tab, please attach additional sheets with the heading "Form [] – Additional Information."

If certain information is requested that does not apply to the Response, the respondent must indicate that the information is not applicable. If appropriate, the respondent should explain why the information is not applicable.

Appendix B – Model Master Services Agreement

See file titled *Xcel Energy Resiliency Master Services Agreement.docx*