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MARKET PARTICIPANT SERVICES REQUEST FOR PROPOSALS

PROPOSAL OPENING DATE/TIME
MAY 26TH @ 4:00 P.M.
CITY OF GRAND ISLAND, CITY HALL
100 E. 1ST STREET, P.O. BOX 1968
GRAND ISLAND, NE 68802

ADVERTISEMENT
REQUEST FOR PROPOSAL
MARKET PARTICIPANT SERVICES

Sealed Proposals will be received at the City Clerk's Office, 100 E. First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802 until 4:00 PM. (local time) on May 26th, 2022, for providing services between the dates of October 1st, 2022, and October 1st, 2025. Proposals received after the specified time will be returned unopened to sender.

The specifications, and any addenda, may be viewed on-line at www.grand-island.com under Business-Proposal Calendar. Documents for use in preparing the Proposal may be downloaded from the Quest CDN website, www.QuestCDN.com for a thirty dollar (\$30) fee.

Proposals shall be marked "MARKET PARTICIPANT SERVICES". All Proposals must be signed and dated in order to be accepted. The original Proposal and two (2) additional complete copies (3 total) shall be submitted for evaluation purposes. If Proposals are being submitted online via QuestCDN, the submitter is NOT required to submit hard copies. Proposals not containing the correct number of copies will not be considered.

Proposals will be evaluated by the Purchaser based on the firm's ability and responsiveness; experience; schedule and efficiency of operation; rates and fees; reputation and ability to perform the project's requirements.

The chosen firm will be required to comply with the City's insurance requirements and fair labor standards.

The Proposal should list: professional qualifications necessary for satisfactory performance, specialized experience and technical competence in the type of work required, past performance on contracts with government agencies and private industry, the capacity to accomplish the work in the required time, and location of the project and knowledge of the area. Proposals shall remain firm for a period of sixty (60) days after Proposal due date. The City of Grand Island reserves the right to reject any or all Proposals and to waive technicalities therein and accept whichever Proposal that may be in the best interest of the City of Grand Island, at its sole discretion.

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

RaNae Edwards, City Clerk

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **[SUCCESSFUL PROPOSAL]**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for proposals to be published for *MARKET PARTICIPANT SERVICES* and

WHEREAS, the City, in the manner prescribed by law, has evaluated the proposals submitted, and has determined the aforesaid Contractor to be the responsible proposer, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, portions thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, him/herself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. Noted Exceptions
3. City of Grand Island Request for Proposals.
4. Vendor Response to Proposal

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) provide and perform all necessary labor; and (c) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed

in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's proposal;

ARTICLE III. The proposed pricing will commence as soon as possible after Contract execution, **and that the Contract shall run through [TBD].**

ARTICLE IV. The Contractor hereby agrees to act as agent for the City. The invoice for contractor's services will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice. The City Council typically meets the second and fourth Wednesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor

or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

[SUCCESSFUL PROPOSAL]

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____

Mayor

Attest: _____

City Clerk

The contract is in due form according to law and hereby approved.

_____ Date _____

Attorney for the City

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1 SERVICES REQUESTED

The City of Grand Island is requesting proposals for the services listed below, on a three (3) year Contract (October 1, 2022, to October 1, 2025) for the resources, load, and transmission assets described in Section 2.0. Provisions may be included to extend the Contract on an annual basis after three (3) years.

1.1 SETTLEMENT SERVICES

Grand Island requests to receive a single monthly invoice. This invoice should be the summation of all market activity and balance to a single monthly fee/credit transaction between the Market Participant and the City. Documents to be supplied by the MP include:

- SPP Settlement Statement/Invoice Verification.
 - Granular charge out for S7, S53, and S120 broken down by day of the month.
 - BSS hourly detail for the month
 - ARR/TCR settlement information broken down by day of the month.
 - SPP Transmission volume/purchases broken down by day of the month.
 - Detailed, and verifiable, breakdown of all charges due the Market Participant from the City of Grand Island.
- A master invoice document with a more macro summation of the items listed under the first bullet point above, coupled with a single, overall, charge/credit given.
- Assistance in initiating and pursuing SPP settlement disputes

1.2 DAY AHEAD AND REAL TIME (DART) FUNCTIONS

The City of Grand Island sets and maintains their own mitigated and market offer curves for each resource they own. The City will submit these each day with their DA resource offer submittal to the market participant. It is not the market participants responsibility to develop the curves; only to use the curve data supplied by Grand Island. Services to be provided by the MP include:

- DA & RT load submittals (Including verification and auditing)
- Transmission Purchasing
 - Grand Island is not a NITS customer and must balance its City Load purchases, resource energy being produced, and SPP transmission purchases to meet market transmission requirements.
- CROW outage scheduling submittals – generation assets only
 - Transmission is done by OPPD
- RUC notifications
- Award notifications
- DA & RT Transmission and Energy purchases/sale transactions
- Daily email reports
- An online portal where Grand Island can verify SPP submittals
- Facilitating SPP ICCP signal to Grand Island
 - Grand Island reserves the right to obtain their own ICCP connection in the future. Individual pricing should be given for this service in this proposal.

- (Optional) – Provide Grand Island a daily email, with a LMP pricing forecast, for pertinent nodes, based on the vendors internal models. This is will be weighed in our RFP analysis if provided.

1.3 ARR/TCR SERVICES

Grand Island has and utilizes its own market participant (MP) registration for just the following functions:

1. Settling WAPA resources
2. ARR/TCR transactions

The following services should be provided via Grand Island’s MP registration as part of the services provided by the Market Participant:

- Analysis Optimization and Submission
- Annual Auction Nomination Strategy and Reporting
- Monthly Auction Path Analysis
- Option for Marketing Agent to cost share/benefit in using ARR paths still available during Round 3 of the Annual ARR Auction

1.4 CAPACITY/ENERGY

The City would like pricing for marketing and facilitating the sale and procurement of capacity resources. This agreement would NOT provide exclusive right to the Market Participant. Grand Island reserves the right to independently negotiate bilateral capacity agreements on its own as well.

1.5 METERING AGENT

Obtain and Upload all Metering data from Grand Island to SPP.

1.6 BILATERAL SETTLEMENT SCHEDULES (BSS)

Submit daily BSS for NC2 and WAPA to SPP.

1.7 MARKET MONITOR INQUIRY SERVICES

Obtain and/or provide answers and guidance involving the market monitor, SPP rules and regulations, and assistance with any new resource registrations. The Market Participant should also assist with guidance involving Engineering Data Submission Tool (EDST) entries.

1.8 REGULAR MEETINGS

A meeting shall be held, either virtually or in person, biweekly, and led by the Market Participant, to update Grand Island on:

- Current market conditions
- Grand Island asset performance (monthly feedback only)
- Insight into any transmission and/or generation outages or changes that may affect congestion

- General SPP news that may affect current and future system operation and/or resource requirements.
- ARR/TCR path analysis in regard to nomination potential

2 RESOURCES, LOAD, AND TRANSMISSION ASSETS

Grand Island is requesting the services noted in Section 1.0 in regard to the following resources.

2.1 CITY LOAD

Energy – This City of Grand Island typically consumes around 700,000 MWh of power each year with a summer peak demand of 165 MW.

Transmission – The City is not a NITS customer and must purchase all transmission deficits, not covered by either local generation or GFA’s in regard to City Load matching, from the SPP market via DA & RT Markets.

MP Services being requested:

- Settlement Services
- DART Functions
- Metering Agent
- Daily Emailed Reports:
 - Previous day DA award volume/price and RT award volume/price (1-hr data)
 - DA Transmission Ordered Detail

2.2 COMBUSTION TURBINE NO. 1 (GT1) – NG/OIL

Energy – This Unit is inside Grand Island’s owned transmission loop. It runs between 5 MW (min) and 13 MW (max) net output and used chiefly as a peaking unit.

Transmission – Grand Island receives a transmission offset equal to the amount of RT generation the Unit puts out.

MP Services being requested:

- Settlement Services
- DART Functions
- Metering Agent
- Daily Emailed Reports:
 - Previous day DA award volume/price and RT award volume/price (1-hr data)
 - Same day DA award volume/price/auxiliaries (1-hr data)

2.3 COMBUSTION TURBINE NO. 2 (GT2) – NG/OIL

Energy – This Unit is inside Grand Island’s owned transmission loop. It runs between 21 MW (min) and 34 MW (max) net output and used chiefly as a peaking unit.

Transmission – Grand Island receives a transmission offset equal to the amount of RT generation the Unit puts out.

MP Services being requested:

- Settlement Services
- DART Functions
- Metering Agent
- Daily Emailed Reports:
 - Previous day DA award volume/price and RT award volume/price (1-hr data)
 - Same day DA award volume/price/auxiliaries (1-hr data)

2.4 COMBUSTION TURBINE NO. 3 (GT3) – NG/OIL

Energy – This Unit is inside Grand Island’s owned transmission loop. It runs between 21 MW (min) and 34 MW (max) net output and used chiefly as a peaking unit.

Transmission – Grand Island receives a transmission offset equal to the amount of RT generation the Unit puts out.

MP Services being requested:

- Settlement Services
- DART Functions
- Metering Agent
- Daily Emailed Reports:
 - Previous day DA award volume/price and RT award volume/price (1-hr data)
 - Same day DA award volume/price/auxiliaries (1-hr data)

2.5 PLATTE GENERATION STATION (PGS) - COAL

Energy – This Unit is inside Grand Island’s owned transmission loop. It runs between 50 MW (min) and 100 MW (max) net output and used as a base loaded resource.

Transmission – Grand Island receives a transmission offset equal to the amount of RT generation the Unit puts out.

MP Services being requested:

- Settlement Services
- DART Functions
- Metering Agent

- Daily Emailed Reports:
 - Previous day DA award volume/price and RT award volume/price (1-hr data)
 - Same day DA award volume/price/auxiliaries (1-hr data)

2.6 PRAIRIE BREEZE III (PBIII) - WIND

Energy – Grand Island has a Purchase Power Agreement (PPA) with Invenergy for 35.8 MW. This Energy is sold directly into the market.

Transmission – Grand Island does not have firm transmission on this resource.

MP Services being requested:

- Settlement Services
- DART Functions
- Metering Agent
- Daily Emailed Reports:
 - Previous day DA award volume/price and RT award volume/price (5-min data)
 - Previous day DA award volume/price and RT award volume/price (1-hr data)
 - Same day DA award volume/price/auxiliaries (1-hr data)

2.7 WESTERN AREA POWER ADMINISTRATION (WAPA) - HYDRO

Energy - Grand Island Contracts with WAPA for up to 9 MW in Summer and up to 5 MW in the Winter. This resource is settled directly with SPP via Grand Island’s own Market Participant Registration. All energy is settled in the DA market.

Transmission – Grand Island has a GFA transmission agreement with NPPD that mirrors the max Contracted amount of generation. For this resource only, the energy/transmission being received acts as a net decrease off of the City Load requirement rather than a straight offset as the City’s other resources do.

MP Services being requested:

- ARR/TCR Services for the transmission paths associated with our GFA’s
- Daily BSS Schedule submittal to SPP
- Daily Emailed Reports:
 - Previous day DA award volume/ price (1-hr data)
 - Same day DA award volume/price (1-hr data)

2.8 NEBRASKA CITY UNIT 2 (NC2) - COAL

Energy - Grand Island Contracts with OPPD for 34 MW off of Nebraska City Unit 2.

Transmission – Grand Island has 33 MW of transmission for this resource via GFA’s with both OPPD and NPPD. Transmission is credited to Grand Island, via SPP, at all times and is not contingent upon output of the Unit.

MP Services being requested:

- Settlement Services
- ARR/TCR Services for the transmission paths associated with our GFA’s
- Daily BSS Schedule submittal to SPP
 - NC2 DA – Market Participant submits to SPP and OPPD approves
 - NC2 RT – OPPD submits to SPP and Market Participant approves
- Daily Emailed Reports:
 - Previous day DA award volume/price and RT award volume/price (1-hr data)
 - Same day DA award volume/price (1-hr data)

2.9 WHELAN ENERGY CENTER UNIT 2 (WEC2) - COAL

Energy - Grand Island is a joint partner in PPGA (Public Power Generation Agency), and owns 15 MW of generation capacity. Hasting Utilities acts as the Operating Agent for the group and performs all DART functions for PPGA.

Transmission – Grand Island has 15 MW of transmission for this resource via GFA’s with NPPD. Transmission is credited to Grand Island, via SPP, at all times and is not contingent upon output of the Unit.

MP Services being requested:

- Settlement Services
- ARR/TCR Services for the transmission paths associated with our GFA’s
- Daily Emailed Reports:
 - Previous day DA award volume/price and RT award volume/price (1-hr data)
 - Same day DA award volume/price/auxiliaries (1-hr data)

2.10 NPPD WIND FARMS – WIND

Grand Island Contracts with NPPD for 1 MW from each of four (4) different wind farms. NPPD performs all DART functions, Settlements, and metering services associated with this resource. Grand Island has 2 MW transmission associated with these farms. Transmission is credited to Grand Island, via SPP, at all times and is not contingent upon output of the Unit.

MP Services being requested:

- None - Outside of being aware of the transmission allotment, these assets will not need to be part of the services provided in this RFP.

3 DEFINITIONS

City or City of Grand Island – An employee representative of the City of Grand Island.

Market Participant or MP – Representative term for company being awarded a Contract for the services defined in this RFP.

Contract – Signed agreement between the City of Grand Island and Market Participant.

4 PROPOSAL DATE, LOCATION, AND CONTACT INFORMATION

Proposals must be received at City Hall by 4:00 P.M. on Thursday, May 26th, 2022. Proposals may be mailed to the City Clerk's Office (100 E. 1st Street), hand delivered, or submitted online by accessing the Proposal specification calendar at <http://www.grand-island.com/business/Proposals-and-request-for-Proposals/Proposal-calendar>. Late Proposals will not be considered.

Note: The Grand Island Utilities Department is NOT tax exempt and is subject to State and City sales tax. See the Nebraska Department of Revenue's web site at www.revenue.state.ne.us for contractor's tax information.

Direct all Proposal related questions to Ryan Schmitz at Phone: (308) 385-5463 Ext 2132, Email: rschmitz@giud.com.

5 PROPOSAL REQUIREMENTS

The following information should be submitted with the Proposal:

- Describe the anticipated communication and information passing processes involving:
 - a. Settlements
 - i. Anticipated invoice dates and processing requirements
 - ii. Information being sent each month in the form of reports
 - b. DART
 - i. Daily DA submittal process (City Load Forecast/ Market Offer Curves/ Mitigated Offer Curves/ Resource Forecasts / SPP Transmission Purchase Requests / Submittal Deadlines / etc.)
 - ii. DA Award notification process
 - iii. RUC Award notification process
 - iv. Daily RT energy and transmission request process
 - c. ARR/TCR
 - i. Monthly Nominations
 - ii. Annual Nominations
 - d. Meter Data Submittals
 - i. Submittal Process and Timing
 - e. BSS Submittals
 - i. Submittal Process and Timing
- Payment Terms
- List the proposed fee structures (itemized) for:
 - a. Setup/Registration
 - b. Settlement Services
 - c. Dart Services
 - d. Metering Agent
 - e. ICCP Service
 - f. Capacity Marketing
 - g. TCR/ARR Management

- h. BSS Submittals
- i. Any other applicable fees
- Company Background in reference to the services being requested herein
- Personnel Background of those who would regular interface with City of Grand Island personnel.
- Any other pertinent service offerings of value beyond the deliverables listed herein.
- Vendors ability meet the SPP registration transfer deadline of October 1, 2022.

6 PROPOSAL EVALUATIONS

Evaluations will be based on the following criteria:

- Proposal Responsiveness
- Fees and Fee Structure
 - Each submitter may include up to two (2) independent proposed fee structures. Note that Grand Island reserves the right to factor in the probability of another “February 2021” occurrence, and associated MP costs, into its evaluation.
- Company Experience
- Personnel Experience
- Commercial Terms

7 AWARD INFORMATION

Notification of Award will be made in June/July 2022. The Contract shall be for a period of three (3) years with annual renewal/extension option after that. The City of Grand Island’s current Market Participant Contract expires on October 1st 2022. Grand Island reserves the right to opt out of either a single service or the entire Contract with a 90-day notice in advance of any renewal date. All services awarded herein must be migrated to the future Market Participant by October 1, 2022.