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## GRAND ISLAND UTILITIES SOLAR PROJECT

### REQUEST FOR PROPOSAL

# C132311

#### Proposals due

Wednesday, April 12, 2023 4:00 p.m. (local time)  
City of Grand Island, City Hall  
100 East 1<sup>st</sup> Street, P.O. Box 1968  
Grand Island, NE 68802-1968

#### Contact Information

City of Grand Island Utilities Department  
Lynn Mayhew, Assistant Utilities Director  
Platte Generating Station  
Grand Island, NE 68801  
O: 308-385-5496

*Issued: February 15, 2023*

PROPOSAL

**ADVERTISEMENT FOR PROPOSALS  
GRAND ISLAND UTILITIES SOLAR PROJECT  
FOR  
CITY OF GRAND ISLAND, NEBRASKA**

Proposals will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until Wednesday, April 12, 2023 at 4:00 p.m. local time for the above Proposal, FOB the City of Grand Island.

Proposals received after the specified time will be returned unopened to sender. Proposals shall include the following on the outside of the envelope: **"Proposal for Grand Island Utilities Solar Project"**. All proposals must be signed and dated in order to be accepted. **Four complete copies with the original** proposal shall be submitted for evaluation purposes if submitting by mail. Proposal package and any Addendas is also available on-line at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and "Click here for bid document link" through QuestCDN. Submitting through QuestCDN requires one original document of the bid to be uploaded.

Proposals will be evaluated by the Purchaser based on Contractor's response to the proposal, experience of the company and project personnel, commercial terms, and pricing to perform the project required. All Proposals shall be valid for at least 30 days after the Proposal deadline for evaluation purposes.

The Purchaser reserves the right to reject any or all proposals, to waive irregularities therein, and to accept whichever proposal that may be in the best interest of the City, at its sole discretion.

RaNae Edwards, City Clerk

**Advertised**

## INSTRUCTIONS TO BIDDERS - PROPOSAL

### 1. GENERAL INFORMATION.

The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in these Documents.

### 2. TYPE OF BID.

Bidders shall be required to submit prices for all items listed in the Detailed Specifications.

### 3. PREPARATION/SUBMISSION OF PROPOSAL.

All Proposals must be submitted intact not later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Proposals must be made on the Company's official letterhead, and must be signed and dated to be accepted. Each Proposal must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed in conformance with the instructions in the ADVERTISEMENT FOR BIDS.

Proposal package and any Addenda is also available on-line at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and "Click here for bid document link" through QuestCDN for a fee. Submitting through QuestCDN requires one original document of the bid to be uploaded (no zip files). Any Proposal received after the specified date will not be considered. No verbal Proposal will be considered.

The Bidder shall acknowledge receipt of all addenda. Proposals received without acknowledgement or without the Addendum enclosed will be considered informal.

If exceptions and/or clarifications are noted to the proposal, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Proposal. Any changes that are found made to the original specification, other than Owner generated Addendums, could result in your bid not being considered.

The City reserves the right to reject any or all proposals and to select the proposal, which is deemed to be in the City's best interest, at its sole discretion.

All Proposals shall be valid for at least thirty (30) working days after the Proposal deadline for evaluation purposes.

### 4. BASIS OF AWARD

The award will be made by the OWNER on the basis of the Proposal from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER.

All Proposals will be considered on the following basis:

Proposal Responsiveness (x 2)

Company Experience (x 2)

Personnel Experience (x 2)

Commercial Terms (x 1)

Engineer/Developing Fees (x 1)

The OWNER reserves the right to reject all Proposals, or any Proposal not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Proposal.

5. EXECUTION OF CONTRACT.

The successful Bidder shall, within fifteen (15) days after receiving notice of award, sign and deliver to the OWNER the Contract hereto attached, if required, together with the acceptable bonds as required in these Bid Documents. Within fifteen (15) days after receiving the signed Contract with acceptable bond(s) from the successful Bidder, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

6. PERFORMANCE AND PAYMENT BONDS.

The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of one (1) year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

7. TIME OF COMPLETION.

The time of completion of the Work to be performed under this Contract is the essence of the Contract.

8. 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.

9. FISCAL YEAR

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **[SUCCESSFUL BIDDER]**, Engineer/Developer, 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 *GRAND ISLAND UTILITIES SOLAR PROJECT*; 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 including the City Council Resolution.
2. Appendix A – City of Grand Island's Request for Proposals.
3. Appendix B – Detailed Work Plan
4. Appendix C – Project Schedule.
5. Appendix D – Fees for Services.

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 provide the services set forth in this agreement and the attachments thereto in accordance with the normal degree of care and skill of other reputable professionals providing similar services on similar projects of like size and nature for this area.

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. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **[DOLLAR AMOUNT] (\$00.00)** for all services and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid – Engineering Services	\$ .00
Materials and Labor	\$ .00
Applicable Taxes	<u>\$ .00</u>
Total	\$ .00

Option \_\_\_\_\_ Contractor

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

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 Tuesday 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 subcontractor 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.

ARTICLE VI. PREVAILING WAGE. The successful contractor will be required to document and comply with prevailing wage and apprenticeship guidelines as states in I.R.C. §48(a)(10), I.R.S. Notice 2022-61, and any future guidance issues on prevailing wage and apprenticeship guidelines, as it pertains to the investment tax credit.

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 COMPANY]

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.

\_\_\_\_\_  
Attorney for the City

\_\_\_\_\_  
Date



*Working Together for a  
Better Tomorrow, Today.*

## REQUEST FOR PROPOSALS

### GENERAL SPECIFICATIONS

The Proposal shall be in accordance with the following and with the attached DETAILED SPECIFICATIONS.

All prices are to be F.O.B. Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.**

Proposals shall include the following on the **outside** of the mailing envelope: "**Proposal for Grand Island Utilities Solar Project**". All proposals must be signed and dated to be accepted. All proposals submitted by mail must include **four (4) complete copies**. The specification is also available at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the specified opening date and "Click here for bid document link" through QuestCDN. If submitting through QuestCDN, **one** original document of the proposal and supporting materials is required to be uploaded. All proposals shall be submitted for evaluation purposes no later than Wednesday, April 12, 2023 at 4:00 p.m. (local time) to the following:

Mailing Address: RaNae Edwards, City Clerk  
City Hall  
P. O. Box 1968  
Grand Island, NE 68802-1968

Street Address: RaNae Edwards, City Clerk  
City Hall  
100 E. First Street  
Grand Island, NE 68801

Any Proposal received after the specified date will not be considered. No verbal Proposal will be considered.

Proposals will be evaluated by the Purchaser based on Contractor's response to the proposal, experience of the company and project personnel, commercial terms, and pricing to perform the project required.

The successful contractor will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy. 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.



The successful contractor will be required to document and comply with prevailing wage and apprenticeship guidelines as states in I.R.C. §48(a)(10), I.R.S. Notice 2022-61, and any future guidance issues on prevailing wage and apprenticeship guidelines, as it pertains to the investment tax credit.

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 Tuesday of each month. Invoices must be received well in advance of City Council date to allow evaluation and processing time.

The City reserves the right to reject any or all proposals and to select the proposal, which is deemed to be in the City's best interest, at its sole discretion.

All Proposals shall be valid for at least thirty (30) working days after the Proposal deadline for evaluation purposes.

**All Proposals must be signed and dated to be accepted.** If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Proposal. Any changes that are found made to the original specifications, other than Owner generated Addendums, would result in your bid not being considered. Please contact Lynn Mayhew at 308-385-5494, for questions concerning this specification.

# **GRAND ISLAND UTILITIES SOLAR PROJECT**

## **REQUEST FOR PROPOSALS Detailed Specification**

### **SCOPE**

The Grand Island Utilities Department is soliciting proposals for developing up to a 10 MW solar generating facility within the Grand Island Electric System.

### **ELECTRIC SYSTEM DESCRIPTION**

The Grand Island Utilities Department (GIUD) provides electric service to 27,000 customers located within and around the City limits of Grand Island, Nebraska. GIUD owns and operates transmission, distribution, and generation. Transmission is a 115 KV loop with five system interconnections and eight substations, distributing power at 13.8 KV. Generation assets include:

- 100 MW coal fueled unit at Platte Generating Station
  - 13 MW GE Frame 5 natural gas/No.2 fuel oil combustion turbine at Burdick Station
  - Two 33 MW GE Frame 6B natural gas/No.2 fuel oil combustion turbines at Burdick Station
  - 1 MW Solar PPA
  - 9 MW WAPA Hydro
  - 33 MW ownership in Nebraska City Unit 2 Coal Unit
  - 15 MW ownership in Whelan Energy Unit 2 Coal Unit
  - 26. MW PPA Prairie Breeze Wind Farm
  - 1 MW Ainsworth Wind Farm
  - 1 MW Elkhorn Ridge Wind Farm
  - 1 MW Laredo Ridge Wind Farm
  - 1 MW Broken Bow Wind Farm
- Load demand and generation is bought and sold in the Southwest Power Pool (SPP).

### **BACKGROUND**

An integrated resource plan conducted in 2022 recommended that additional solar generation would benefit the generation mix for GIUD. It is anticipated that this solar generation will connect into the distribution system at 13.8 KV behind the meter and allow a reduction in the net city load requirements. GIUD owns land which is currently agricultural row crops or prairie grass that is available to site a solar project. The project would be limited to 10 MW, as to not require a transmission study with Southwest Power Pool. The intent of the project is to utilize Inflation Reduction Act investment opportunities to maximize the financial benefit for GIUD.

### **PROPOSAL REQUIREMENTS**

Companies shall include in the proposal the following items. Any items not included in the proposal may be cause for the City to consider the proposal as unresponsive.

### **Company and Personnel Qualifications**

The company shall have experience in solar projects and working with Federal Investment Tax Credits (ITC) and Production Tax Credits (PTC) requirements. Qualification information shall include the following:

#### **Qualifications**

- Size of company/number of years in business.
- Solar Projects completed in the last five years.
- Projects completed using ITC or PTC.
- Project Lead Experience
- Project Engineer Experience

#### **References**

List of References for Solar Projects are to include:

- a. Name of the System
- b. Person of Contact
- c. Telephone Number
- d. Email of Contact

#### **Project Plan**

Proposal should include how the company is to:

- Maximize federal funding
- Develop the project for the least cost
- Compare Options

#### **Project Options**

Direct tax payments to public utilities vs. Power Purchase Agreement.

Self-maintenance vs. contracted maintenance

Project location: one site vs. multiple sites

Domestic content (All iron and steel are American made and 40% of manufactured product is American made or as required in the IRA) vs. foreign supply

#### **Project Timeline**

Provide a project schedule from start to commissioning.

#### **Distribution Master Plan**

An electrical transmission and distribution plan is being completed under a separate contract. A component of that plan is to perform an electrical study of the above-mentioned sites for any operational issues that may result from a 10 MW injection thus requiring two sites. The proposal should include developing two locations vs one location. The company must be able to understand the details of the Federal requirements and develop the project to take advantage of the program benefits.

## **Locations**

Grand Island has five potential sites located within our service area.

- 318 Museum Drive, Grand Island, NE
- 461 Swift Road, Grand Island, NE
- 1035 W Wildwood Drive, Grand Island, NE
- 203 Wellfield Road, Grand Island, NE
- Parcel ID 400048260 Grand Island, NE

The proposal should include consideration of developing multiple locations and of the Federal requirements regarding site selection benefit eligibility.

## **SITE INSPECTION**

Site visitation is required, and can be arranged by contacting Lynn Mayhew, 308-385-5494, for an appointment.

## **PROPOSAL INFORMATION**

The base Proposal shall be based on a cost not to exceed on a single site with maintenance and operation performed by GIUD. Project options are to be listed separately as an addition or subtraction to the base cost.

## **PROPOSAL EVALUATION**

The proposals will be evaluated on the following criteria. Also indicated are the weighting factors which will be used in tabulating the evaluation scores.

1. Proposal Responsiveness (x 2)
2. Company Experience (x 2)
3. Personnel Experience (x 2)
4. Commercial Terms (x 1)
5. Cost (x 1)

## **INSURANCE**

The Contractor shall comply with the attached INSURANCE REQUIREMENTS.

## **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.

**FISCAL YEAR**

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

**MINIMUM INSURANCE REQUIREMENTS**  
**CITY OF GRAND ISLAND, NEBRASKA**

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

**1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

**2. BUSINESS AUTOMOBILE LIABILITY**

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
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**3. COMPREHENSIVE GENERAL LIABILITY**

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

**4. UMBRELLA LIABILITY INSURANCE**

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

**5. ADDITIONAL REQUIREMENTS**

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

## **6. CERTIFICATE OF INSURANCE**

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Bidder cannot have the "endeavor to" language stricken, the Bidder may elect to provide a new certificate of insurance every thirty (30) days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**