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REQUEST FOR PROPOSAL

for

RENEWABLE ENERGY CREDITS MARKETING SERVICES

**Bid Opening Date/Time:
October 15th @ 4:00 PM. (Local Time)**

City of Grand Island, City Hall
100 East 1st Street, P.O. Box 1968
Grand Island, NE 68802-1968

Contacts:

City of Grand Island
Utilities Department
Ryan Schmitz
(308) 385-5463 X 2132

**REQUEST FOR PROPOSAL
RENEWABLE ENERGY CREDITS MARKETING SERVICES
for the
CITY OF GRAND ISLAND, NEBRASKA
UTILITIES DEPARTMENT**

Proposals will be received at the office of the City Clerk, P.O. Box 1968, Grand Island, Nebraska 68802, until **4:00 p.m., Tuesday, October 15, 2024** for a **Proposal for Renewable Energy Credit Marketing Services** for 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 mailing envelope: **“Proposal for Renewable Energy Credits Marketing Services”**. All proposals must be signed and dated to be accepted. Proposals shall be addressed to the attention of Ryan Schmitz, Utilities Director. **The original proposal and three (3) complete copies** shall be submitted for evaluation purposes.

Specifications are on file in the Utilities Department at 315 N Jefferson St, Grand Island. The proposal package is also available on-line at www.grand-island.com under Business, Bids and Requests for Proposals – Bid Calendar, under the bid opening date. Proposal documents, plans and specifications for use in preparing proposals may also be downloaded from the QuestCDN website www.QuestCDN.com for a \$42.00 fee. Submitting through QuestCDN requires on original document of the proposal to be uploaded. **Proposals received after the specified time will not be considered.**

Proposals will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the company, ability, capacity, and skill of the company to perform contract required and adaptability of the particular items to the specific use intended.

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.

Proposals may not be withdrawn for a period of thirty (30) days after date of opening.

All Proposals must be signed and dated to be accepted. Please contact Ryan Schmitz at 308-385-5463 x2132, or e-mail rschmitz@giud.com for questions concerning these specifications.

Jill Granere, City Clerk

RENEWABLE ENERGY CREDITS MARKETING SERVICES

THIS AGREEMENT made and entered into by and between **[SUCCESSFUL BIDDER]**, 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 *RENEWABLE ENERGY CREDITS MARKETING 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. Appendix A - City of Grand Island's Request for Proposals.
3. Appendix B – Detailed Transaction and Agreement Structure
4. Appendix C – 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 (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:	\$.00
Sales Tax on Materials/Equipment:	\$.00
Sales Tax on Labor:	<u>\$</u>	<u>.00</u>
Total	\$.00

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 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



DETAILED SPECIFICATIONS

SCOPE. The Grand Island Utilities Department (GIUD) is soliciting proposals for marketing services for renewable energy credits (REC's). The marketing services shall be as described in this Request for Proposal.

DESCRIPTION. GIUD serves an area approximately 82 square miles composed of nearly 26 square miles of the City and certain areas adjacent to the City within Hall County and a small portion of Merrick County. GIUD includes two electric generating stations, a dispatch/engineering center, and nine substations in a 115 kV loop with five interconnections with the regional grid. Energy interchanges with the Southwest Power Pool (SPP) are conducted through NextEra Energy as the Market Participant.

The generating resources of GIUD are as follows.

Facility	Fuel	Rating (MW)
Platte Generating Station	Coal	100
Burdick CT1	Gas/Oil	13
Burdick CT2	Gas/Oil	35
Burdick CT3	Gas/Oil	35
Nebraska City 2	Coal	34 (Share)
Whelen 2	Coal	15 (Share)
WAPA	Hydro	9 (Contract)
Ainsworth	Wind	1 (Share)
Elkhorn Ridge	Wind	1 (Share)
Laredo Ridge	Wind	1 (Share)
Broken Bow	Wind	1 (Share)
Prairie Breeze III	Wind	35.8 (26.8 GIUD Share)
Museum Drive	Solar	1
Museum Drive (*)	Solar	9.9

*GIUD is currently building a 9.9 MW Solar Farm on Museum Drive adjacent to the 1 MW Solar Farm. This Solar Farm is expected to be online in December 2024.

GIUD is requesting proposals for marketing services for the sale of the REC's obtained by the above applicable projects. Wind REC's are registered in the North American Renewables Registry. The NAR account for GIUD also includes subaccounts for Nebraska City Utilities and the City of Neligh for their share of the 35.8 MW Prairie Breeze III project (7 MW and 2 MW, respectively) and may be included in these services, subject to final acceptance by NCU and Neligh. We are currently in the process of registering the solar REC's. The intent is to market REC's held in the registry as well as those to be generated for a mutually agreed time period.

GIUD Green-e wind farms have historically generated 135,000 -155,000 recs per year.

GIUD 1 MW solar farm has historically generated approximately 2,000 MWh per year.

GIUD 9.9 MW solar farm is estimated to generate approximately 20,000 MWh per year.

Proposals shall include:

1. A description of the company
2. Company and personnel experience with REC marketing
3. Commercial terms
4. Multiple pricing structures may be proposed

PROPOSAL EVALUATION. The proposals will be evaluated on the following criteria.

1. Proposal Responsiveness
 2. Company Experience
 3. Personnel Experience
 4. Commercial Terms
 5. Potential Revenue
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