



## 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 Electric System Consulting Engineering Services**". All Proposals are due no later than **4:15 p.m. (local time) on Thursday, March 28, 2013**. All proposals must be signed and dated to be accepted. Proposals shall be addressed to the attention of Tim Luchsinger, Utilities Director. **The original proposal along with four (4) complete copies** shall be submitted for evaluation purposes 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 and returned unopened. No verbal Proposal will 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 Engineering Firm, and ability, capacity, and skill of the Engineering Firm to perform contract required activities.

The invoice for Engineering Firm's services will be paid after approval at the next regularly scheduled Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Monday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

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.** Please contact Tim Luchsinger at 308-389-0280, or e-mail [tluchsinger@grand-island.com](mailto:tluchsinger@grand-island.com) for questions concerning these specifications.

**REQUEST FOR PROPOSAL  
ELECTRIC SYSTEM CONSULTING ENGINEERING SERVICES  
for the  
CITY OF GRAND ISLAND, NEBRASKA  
UTILITIES DEPARTMENT**

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Proposals will be received at the office of the City Clerk, P.O. Box 1968, Grand Island, Nebraska 68802, until **4:15 p.m. (local time) on Thursday, March 28, 2013**, for a **Proposal for Electric System Consulting Engineering 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 Electric System Consulting Engineering Services"**. All proposals must be signed and dated to be accepted. Proposals shall be addressed to the attention of Tim Luchsinger, Utilities Director. **The original proposal and four (4) complete copies** shall be submitted for evaluation purposes.

Specifications are on file in the Utilities Department at Grand Island City Hall. The proposal package is also available on-line at [www.grand-island.com](http://www.grand-island.com) under Business, Bids and Requests for Proposals.

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.

RaNae Edwards, City Clerk

## DETAILED SPECIFICATIONS

SCOPE. The Grand Island Utilities Department is soliciting proposals for Electric System Consulting Engineering Services.

DESCRIPTION. The City's Electric System 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. The Department currently has generation capacity of approximately 287 MW from its coal-fired and gas/oil-fired electric generating stations, and an additional 48 MW from participation in coal-fired stations operated by others. The peak load during the current year of the Department was approximately 170.7 MW in July of 2012.

PROJECT REQUIREMENTS. The City is required by revenue bond provisions to retain a consulting engineer or engineering firm on a continuous basis for the purpose of providing to the City engineering counsel in its operations of the properties of the Electric System. As a part of such service, the Consulting Engineer shall prepare biannually a report or survey with respect to the Electric System, the management of the business thereof, the operation and maintenance of the properties thereof and the compliance by the City with the covenants contained in the revenue bond ordinance.

The intent of this RFP is to retain the services of this consulting engineer for a five year period, including preparation of the Biannual Report and other management services that may be required.

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 1)
2. Company Experience (x 2)
3. Personnel Experience (x 2)
4. Commercial Terms (x 1)
5. Engineering Fees (x 1)

PROPOSAL QUALIFICATIONS. The company shall be a consulting engineering firm with experience with management services for municipal electric utilities as described in these specifications. All work is to be performed by or under the direct supervision of experienced engineers registered in the State of Nebraska.

PROPOSAL INFORMATION. The Proposal shall provide hourly fees by personnel classification, fee multiplier, a schedule of applicable expenses, and proposed contract. Proposed primary personnel with their qualifications and anticipated involvement in the project shall be included with the Proposal. A "not-to-exceed" price, including proposed scope, for the 2013 Biannual Report shall be included in the Proposal information.

INSURANCE REQUIREMENTS. The Engineering Firm shall comply with the attached "INSURANCE REQUIREMENTS".

PAYMENT. Payment for the engineering services will be determined by hours worked plus miscellaneous expenses, up to a predetermined "not to exceed" amount on a project phase basis.

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

The successful Engineering Firm 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 Engineering Firm and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Engineering Firm's operations and completed operations. Failure to maintain adequate coverage shall not relieve the Engineering Firm 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 Contractor 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 Engineering Firm, the firm's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not 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 be not 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 Contractor 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 Contractor 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 Contractor or subcontractor.

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

The Contractor 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.**

## **7. 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 therefore. 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.

## **8. FAIR EMPLOYMENT PRACTICES**

Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex, or political affiliation.

## **9. SECTION 504/ADA NOTICE TO THE PUBLIC**

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 disability, 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.