



## 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 Utilities Management System**". All Proposals are due no later than **4:15 p.m. (local time) on Wednesday, May 22, 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 eight (8) 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 Contractor, and ability, capacity, and skill of the Contractor to perform contract required activities.

The invoice for Contractor'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 Tuesday 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  
UTILITIES MANAGEMENT SYSTEM  
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 Wednesday, May 22, 2013**, for a **Proposal for Utilities Management System** 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 Utilities Management System**". 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 eight (8) 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 a Utilities Management System. This system shall include all hardware, software, system design, and integration of a computer based management system as described in this Request for Proposal.

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 includes two electric generating stations, a dispatch/engineering center, and a centralized storeroom serving the electric and water distribution divisions.

The Utilities Department currently has the following management software systems in use.

- **Production Division.** MainSaver Software, a product of JB Systems, a computer-based management system for power plant maintenance and inventory control. The system maintains a database of assets and maintenance history, including preventative maintenance scheduling and a trouble log to enter maintenance requests, with an integrated inventory control that can interface with maintenance activities
- **Stores Division.** PowerManager, by Salt Creek Software and distributed by the Nebraska Municipal Power Pool, an inventory and purchase order system for electric and water utility distribution materials.
- **Finance Department.** An integrated financial information system supplied and supported by MUNIS, a Tyler Technologies product. A work order system for utilities materials and labor using both "permanent" work orders that are closed and reopened on a monthly basis, as well as one-time work orders for specific projects. The work order system was developed and is maintained by City staff on an AS400 platform. Purchasing, inventory, payroll, and other financial information currently must be entered manually into the AS400 and MUNIS financial information systems.

PROJECT REQUIREMENTS. The City is seeking to improve the management of operations and maintenance of its electric and water utilities and creating an integrated network that supports purchasing, payroll, and other financial functions. The Utilities Management System will replace some current software programs currently on personal computers and an AS400. The management system shall include the following functions.

- Scheduling and recording preventive and occurring maintenance activities
- Tracking of costs for capital improvement projects
- Inventory control
- Creating and processing purchase orders, including accounts payable to integrate into the MUNIS financial information system

- Capability of billing specific work order costs
- Labor tracking and payroll entry to integrate into the MUNIS financial information system

The intent of these specifications is to obtain an integrated system that will allow management of utility operations and maintenance activities, while providing electronic transfer of financial and accounting information to the MUNIS system.

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. System Cost (x 1)

PROPOSAL QUALIFICATIONS. The Contractor shall be a firm with experience with computer-based management systems for municipal utilities as described in these specifications.

PROPOSAL INFORMATION. The Proposal shall provide a scope of services and system price and include a schedule of applicable fees and expenses, including training and support services.

INSURANCE REQUIREMENTS. The Contractor shall comply with the attached "INSURANCE REQUIREMENTS".

**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 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 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.

## CONTRACT AGREEMENT

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 **Proposal for Utilities Management System**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy 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 or themselves, and its 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. City of Grand Island's Specification for this project.
3. **[NAME OF SUCCESSFUL BIDDER]** proposal signed and dated **[DATE OF BID]**.

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) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) 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 bid;

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, materials, 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:	\$ <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 in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the **Proposal for Utilities Management System.**

ARTICLE V. That the Contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Grand Island, Nebraska, and complete the work on or before **[DATE WORK TO BE COMPLETED]**.

ARTICLE VI. 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

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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 BIDDER]**

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

**DRAFT**

