



Prairie Island Indian Community

REQUEST FOR PROPOSALS FOR:

**TECHNICAL SERVICES FOR
DEVELOPMENT OF THE PRAIRIE ISLAND
NET ZERO PROJECT**

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION AND BACKGROUND	1
GOAL OF RFP	1
RFP SCHEDULE.....	2
SCOPE OF SERVICES	2
INITIAL SUBMISSION MATERIALS.....	4
PRE-RESPONSE COMMUNICATION	4
PRE-RESPONSE INFORMATIONAL VIDEO CONFERENCE.....	4
PROPOSAL CONTENT	5
SUBMISSION INSTRUCTIONS AND FURTHER CONDITIONS	6
JOINT PROPOSALS.....	7
NON NEGOTIABLE FINAL CONTRACT TERMS.....	8
PREFERENCE	8
CHANGES TO RFP, SCHEDULES	9
PROPOSAL EVALUATION	9
EXECUTION OF CONTRACT	9
PIIC RESERVATION OF RIGHTS.....	10
ATTACHMENT A	11
ATTACHMENT B	16
ATTACHMENT C	17
ATTACHMENT D	18
ATTACHMENT E.....	20
ATTACHMENT F.....	21

INTRODUCTION AND BACKGROUND

The Prairie Island Indian Community (“PIIC”), a federally recognized Indian Nation, is located in southeastern Minnesota along the banks of the Mississippi River, approximately 30 miles from the Twin Cities of Minneapolis and St. Paul. There are over 1,000 Tribal members living on and off the Prairie Island Indian Reservation. PIIC owns and operates Treasure Island Resort & Casino, Mount Frontenac Golf Course, Dakota Station, Tinta Wita Tipi senior living facility, and various community facilities.¹

PIIC has a long history of stewardship associated with natural resources and a strong commitment to the environment. On May 27, 2020, Governor Tim Walz signed House File 1842 into law, which states that the “Prairie Island Net Zero Project is established with the goal of the PIIC developing an energy system that results in net zero emissions.” (Laws of Minnesota 2020, chapter 118, section 3 (“Attachment A”). The Legislation appropriated \$46,200,000 to PIIC over three years to reach the goal as stated for the Prairie Island Net Zero Project (“PINZ” or the “Project”). PIIC believes this is a unique and special opportunity to develop an innovative approach to creating a net-zero community.

GOAL OF RFP

After a hard-fought victory at the Minnesota Legislature in securing the Legislation, PIIC is excited to embark on the Project. PIIC requests proposals from qualified firms, partnerships, corporations, associations, or professional organizations (“Vendor(s)” or “Respondent(s)”) to become its primary partner for the Project. The selected Vendor will help PIIC develop a project plan, including elements such as governance, community engagement, feasibility, technical analysis, possible creation of a tribal utility, etc. The selected Vendor will oversee the execution of a developed project plan and the procurement/construction required to meet the objectives identified for the Project. Additionally, PIIC seeks a qualified Vendor that both understands the public-facing aspect of the Project and can work with the existing team on communication strategies to foster stakeholder and public confidence.

¹ Information regarding PIIC’s current energy consumption – electricity and gas – will be provided to parties who submit a timely Notice of Intent to Respond, as that process is detailed in this RFP.

RFP SCHEDULE

The RFP will proceed according to the following schedule:

- | | | |
|----|---|--------------------|
| 1) | RFP Issue Date: | September 8, 2020 |
| 2) | Initial Submission Due from Respondents:
(Notice of Intent to Respond –
Attachment B) | September 28, 2020 |
| 3) | Informational Video Conference Call | October 1, 2020 |
| 4) | Response Submission Deadline | October 12, 2020 |
| 5) | Short List Selection & Presentations: | October 19, 2020 |
| 6) | Potential Negotiations: | November 2020 |
| 7) | Final Selection: & Contract Execution | November 2020 |

SCOPE OF SERVICES

The selected Vendor will be expected to assist PIIC with establishing clear goals for the Project and an organizational structure, provide technical analysis of PIIC's existing energy portfolio, and develop/execute a project plan that includes conservation, energy supply, and sustainability. It is the intention of PIIC to significantly involve PIIC members in the planning, development, and execution of the Project, and to have a strong public relations/communication strategy for the Project. The following tasks are anticipated to be within the Scope of the Services that the selected Vendor will provide to PIIC for the Project.

1. Develop and execute an internal and external stakeholder engagement process.

- Become knowledgeable about the PIIC community and its historical relationship with energy policy.
- Develop a work plan for engagement of PIIC members that prioritizes member involvement in the development and execution of the Project.
- Work with PIIC members to develop guiding principles, vision, and/or goals for the Project.
- Develop a broader communication plan with PIIC staff and existing consultants for engagement with outside stakeholders and interested parties.
- Prepare for and facilitate meetings, discussions, and outreach events, as needed.
- Coordinate with public relations staff on outreach and media materials.

2. Conduct a technical analysis of PIIC's current energy system and create an appropriate baseline for tracking relevant energy metrics for purposes of measuring progress.

- Develop a comprehensive technical and holistic analysis of the PIIC's current energy portfolio, including but not limited to:
 - o Current and historical electric usage
 - o Current and historical natural gas usage
 - o Building, home, and facility efficiency audits
 - o Vehicle fleet emissions analysis
 - o Current transmission and distribution infrastructure
- Determine common terminology and baseline metrics for purposes of establishing and meeting Project goals.
- Determine an appropriate tracking mechanism which would be used to monitor progress toward Project goals.

3. Develop a project plan informed by the technical analysis for consideration by PIIC towards achieving a cost-optimal net-zero energy target, including identifying multiple pathways to get to this target.

- Conduct a detailed cost analysis of each of the multiple pathways to get to net-zero.
- For each of the pathways, quantify what percent of target will be achieved via on-site renewable generation, electric vehicle deployment, and energy efficiency.
- Examples of strategies to achieve net-zero include but are not limited to:
 - o Energy conservation, including the reduction of fossil fuel reliance and use of natural gas alternatives
 - o Electrical generation
 - o Storage
 - o Transmission
 - o Electric vehicle infrastructure and fleet replacement

4. Assist PIIC in executing the project plan, including strategies for project management, governance, and compliance.

- Develop specific tasks, deadlines, deliverables, and responsible parties consistent with the scope of the project plan.
- Manage and execute the project plan.
- Develop recommendations for project governance, including but not limited to the creation of a tribal utility or LLC.

- Assist in the development of any materials responsive to any reporting requirement or other compliance activity.
 - Participate in and assist with any review by the Legislature or other public bodies or authorities with jurisdiction or significant interest in the progress of the Project.
 - Development of policies, procedures, and tribal law to achieve goals
5. **Identify and propose strategies for the long-term maintenance and cost of any and all infrastructure or programming related to the implementation of the Project goal, including initial and ongoing training of PIIC members and ongoing monitoring of the Project.**
 6. **Identify and propose strategies to maximize any economic opportunities that benefit PIIC.**
 7. **Oversee the process by which PIIC identifies and utilizes various vendors to execute the project plan developed by the selected Vendor.**
 8. **Oversee and monitor all phases of the construction required to meet the project plan.**
 9. **Obtain the necessary permits or authorizations in sufficient time to meet desired operation dates, and oversee Project compliance with applicable laws, rules, and regulations.**
 10. **Additional Tasks**
 - Respondents are encouraged to propose additional tasks or activities if they will substantially improve the results of the Project.

INITIAL SUBMISSION MATERIALS

Interested Vendors must submit an executed Notice of Intent to Respond (Attachment B) on before **5:00 PM (CST) on September 28, 2020**, via email to netzero@piic.org.

PRE-RESPONSE COMMUNICATION

All communication with individual Respondents prior to the submission of the Proposals will be conducted via email at the following address: netzero@piic.org. Questions and submissions must be sent to this email address.

PRE-RESPONSE INFORMATIONAL VIDEO CONFERENCE

PIIC plans to conduct a web-based conference for Respondents on October 1, 2020, at 2:00 p.m. CT. The purpose of the conference is to allow Respondents the opportunity to ask questions and seek additional information or clarification about the RFP process. To make the meeting as productive and informative as possible, Respondents are encouraged to submit any questions to

netzero@piic.org prior to the meeting. Instructions for signing onto the web-based conference will be sent to Respondents who timely submit a Notice of Intent to Respond.

PROPOSAL CONTENT

The final Proposal submission must include all of the following:

1. Background information regarding the Respondent, including examples of similar work done by the Respondent, and a list of personnel who will provide services, detailing their experience, training, and what role he or she will play in providing services to PIIC. Respondents should describe at least three relevant projects, either completed or ongoing, that the Respondent has played a significant role in executing.
2. References. Respondents must provide at least three references from clients, preferably project owners/principals, whom PIIC representatives may contact at any phase of the RFP process.
3. A description how of the Respondent would go about providing the services set forth in the Scope of Services and how the Respondent would approach the Project altogether, taking into consideration this unique opportunity to be innovative and position PIIC as a leader in the field.
4. A detailed work plan, with preference for a draft Gantt Chart showing how the Vendor would work with PIIC to meet the Legislation's timing requirements, execute the Scope of Services, and meet PIIC's goals for the Project.
5. A detailed description of fees and costs. While PIIC is open to entertaining fee arrangements proposed by Respondents, the current preference is hourly fees per person, with a monthly not-to-exceed limit for all work done by the Respondent entity, or a flat-fee arrangement. PIIC will entertain a phased approach, meaning, if the Respondent wishes to propose a certain fee arrangement for a portion of the Scope of Services set forth above, and a different arrangement for other portions, this will be considered. The goal of PIIC with respect to the financial arrangement with the selected Vendor is reasonable cost efficiency and predictability. The Project has a set amount of funding and it is important to use the funds prudently and responsibly.
6. Conflicts of Interest Statement. Respondents must warrant that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest for the Project. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a Vendor is unable or potentially unable to render impartial assistance or advice to PIIC, or the Vendor's objectivity in performing the contract work is or might be otherwise impaired, or the Vendor has an unfair competitive advantage. Respondent agrees that, if after award, an organizational conflict of interest is discovered, an

immediate and full disclosure in writing must be made to PIIC, which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, PIIC may, at its discretion, cancel the contract. In the event the Respondent was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict, PIIC may terminate the contract for default. If Respondent believes that there is a potential, waivable conflict of interest, the Respondent must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

7. Statement of Agreement to the Non-Negotiable Final Contract Terms (set forth below).
8. Affidavit of Non-Collusion (Attachment C).
9. Due Diligence Questionnaire Responses (Attachment D).
10. Preference Certification (Attachment E) and documentation.
11. Certification of Good Standing. Respondent must certify that it and its principals are in good standing to conduct business and provide professional services, and neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing professional services contemplated in this RFP by any Federal, State, or local authority. Where the Respondent is unable to certify to any of these statements, the Respondent shall include an explanation.
12. Certification of Proposal. The Proposal should include a signed statement by a principal for the Respondent that states as follows: "I, the undersigned, certify and declare that I know the contents of all documents submitted pursuant to the RFP, have read all the foregoing answers and any attached sheets, and know their contents. As the duly authorized representative of the Respondent, I certify that the information contained in this Proposal, or submitted at any time pursuant to the RFP, is true and accurate based on my own knowledge and belief or the collective knowledge and belief of the Respondent. I declare under penalty of perjury under the laws of the State of Minnesota that the foregoing is true and correct."

SUBMISSION INSTRUCTIONS AND FURTHER CONDITIONS

1. By submitting a Proposal in response to this RFP, the Respondent acknowledges and agrees that it constitutes an offer that shall remain irrevocable until the conclusion of PIIC's evaluation process at which time PIIC may select a Respondent with whom to finalize the terms of a transaction.
2. Respondents must ensure that all information requested in this RFP is included with the Proposal, as appropriate. Proposals that do not contain all required information

may not be considered at PIIC's discretion. In addition to the required information, Respondents should include with their Proposals any further information that may be needed for a thorough understanding or evaluation of their Proposals.

3. Final Proposals must be submitted via email to netzero@piic.org by 5:00 p.m. on October 12, 2020, signed by a person with authority to bind the Respondent. In addition, 10 hard copies should be mailed to Prairie Island Indian Community, 5636 Sturgeon Lake Road, Welch, MN, 55089, to the attention of Jody Johnson. Please note that Ms. Johnson should not be considered a point of contact for the RFP and, as noted above, all communication should be via email to netzero@piic.org.
4. ALL CONFIDENTIAL MATERIAL MUST BE CLEARLY MARKED AS CONFIDENTIAL. ANY MATERIAL NOT MARKED CONFIDENTIAL SHALL BE DEEMED TO BE NON-CONFIDENTIAL.
5. All Proposals, attachments, and exhibits become the property of PIIC, and will not be returned.
6. PIIC may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.
7. PIIC may waive any provision of this RFP in its sole discretion.
8. Those Respondents that submit Proposals do so without legal recourse against PIIC, its Tribal Council, management, employees, agents, or contractors based on PIIC's rejection in whole or part of their Proposal or for failure to execute any agreement. PIIC shall not be liable to any Respondent or to any other party, in law or equity, for any reason whatsoever relating to PIIC's acts or omissions arising out of or in connection with this RFP.
9. Selection and elimination of Proposals and subsequent notification of Respondents at all stages of the evaluation will remain entirely at PIIC's discretion. PIIC's intent is to notify Respondents of those Proposals that are eliminated from further consideration under this solicitation within a reasonable amount of time, which will be determined by PIIC in its sole discretion.

JOINT PROPOSALS

PIIC will consider Proposals submitted by a combination of two or more vendors to execute the scope of the tasks described in this request for proposal. In any such proposal, Respondent must clearly name and describe each vendor and the scope of responsibility of each vendor and should establish or name a Project lead among the vendors to serve as the main point of contact with PIIC so as to maintain efficient processes and communications.

NON NEGOTIABLE FINAL CONTRACT TERMS

Each Proposal must include a statement that the Respondent will agree to the following terms in a final, negotiated contract for the Project, should the Respondent be selected to provide services:

1. The laws of the Prairie Island Indian Community shall apply to all work and agreements entered into as a result of this RFP. Respondent shall comply with the laws of Prairie Island Indian Community during the term of the contract and will consent to the jurisdiction of PIIC's court for any disputes.
2. No waiver of the Prairie Island Indian Community's sovereign immunity may be implied by any action or document related to the Project and/or Scope of Services provided by the Vendor.
3. Insurance requirements. Respondent shall not commence work under the contract until they have obtained all the insurance described in Attachment F and provide sufficient proof thereof to PIIC. Respondent shall maintain such insurance in force and effect throughout the term of the contract.
4. Non-disclosure agreement.
5. Additional possible terms to include here are representations and warranties, liability & indemnification, *etc.*

PIIC reserves the right to include additional or alternative requirements to the contract during negotiation with the selected Vendor.

PREFERENCE

The following preferences will be applied through the evaluation process. To assert preference candidate status, the Respondent must complete the Preference Certification (Attachment E) and submit appropriate documentation.

1. PIIC Member and Native American Preference

PIIC-member and Native American-owned business preference applies. PIIC member/Native American candidates must provide certification that the business is at least 51 percent owned, controlled, and managed by a PIIC member or Native American/Federally-recognized Native American Tribe. In addition, for each Native American owner, provide name, address, tribal affiliation, enrollment number, percent of ownership (or, if more applicable, the amount of investment in the company and method of investment), percentage of voting and/or management control, and position or role in the company. Individual candidates must provide tribal affiliation and enrollment number.

2. Veteran-Owned Business Preference

PIIC will award a preference in scoring the proposals in an amount to be determined by PIIC to businesses that are majority owned and operated by veterans.

3. Woman or Minority-Owned Business Preference

PIIC will award a preference in scoring the proposals in an amount to be determined by PIIC to businesses that are majority owned and operated by a woman/women or minority (see Exhibit E).

CHANGES TO RFP, SCHEDULES

PIIC reserves the right to revise, suspend, or terminate this RFP process and to revise any attachment or schedule related to it at its sole discretion without liability to persons or entities receiving or responding to this RFP. PIIC will communicate via email to the contacts provided by the Respondents on the Notice of Intent to Respond regarding the status of this RFP process, including any and all changes and addenda to this RFP or schedules.

PROPOSAL EVALUATION

All Proposals received by the deadline will be evaluated by PIIC representatives/advisors. PIIC reserves the right to seek best and final offers from one or more Respondents. The factors on which proposals will be judged are:

1. Quality of Proposal content and work plan on how Respondent will deliver services and assist PIIC in executing the Project.
2. Alignment of Respondent's and PIIC's strategy and objectives.
3. Ability to work with PIIC membership on engagement, development, and training.
4. Capacity for innovation, creativity, flexibility, and ability to provide expertise across a wide variety of matters related to the Project.
5. Projected societal and economic benefits to the PIIC as a result of the proposed Project.
6. Fee proposal and value to PIIC.
7. Qualifications/experience of Respondent and personnel.
8. Tribal Member or Native American Preference.

EXECUTION OF CONTRACT

PIIC will make a final Respondent selection, subject to final negotiation of a service contract. It is anticipated that the service contract will include the Non-Negotiable Final Contract Terms set forth in this RFP, and Respondents must agree to be bound by those terms in submitting its Proposal. The final service contract will also contain additional terms governing the relationship between PIIC and the selected Respondent for the duration of the Project.

Selection of a Respondent during the RFP process does not constitute a binding agreement until a final service contract is executed by both parties.

PIIC reserves the right to negotiate with a Respondent or with more than one Respondent. PIIC reserves the right to reject any or all offers if PIIC determines that such offers are not in the best interests of the tribe. PIIC's acceptance of any offer or service contract terms is subject to final approval via resolution by PIIC's Tribal Council.

PIIC RESERVATION OF RIGHTS

PIIC RESERVES THE RIGHT AT ANY TIME, IN ITS SOLE DISCRETION, TO ABANDON THIS RFP PROCESS, TO CHANGE THE BASIS FOR EVALUATION OF PROPOSALS, TO TERMINATE FURTHER PARTICIPATION IN THIS PROCESS BY ANY PARTY, TO ACCEPT ANY OFFER OR TO ENTER INTO ANY DEFINITIVE AGREEMENT, TO EVALUATE THE QUALIFICATIONS OF ANY RESPONDENT OR THE TERMS AND CONDITIONS OF ANY PROPOSAL, AND TO REJECT ANY OR ALL PROPOSALS, ALL WITHOUT NOTICE AND WITHOUT LIABILITY OF PIIC TO ANY RESPONDENT. PIIC SHALL HAVE NO OBLIGATION TO CONSIDER ANY OFFER. PIIC WILL NOT REIMBURSE RESPONDENTS FOR THEIR EXPENSES UNDER ANY CIRCUMSTANCES, REGARDLESS OF WHETHER THE RFP PROCESS PROCEEDS TO A SUCCESSFUL CONCLUSION OR IS ABANDONED.

PIIC Net Zero Project Request for Proposals Attachment A

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LAWS of MINNESOTA 2020

Ch 118, s 1

CHAPTER 118--H.F.No. 1842

An act relating to energy; modifying the solar energy incentive program; establishing various renewable energy and other energy-related programs; governing a certain utility filing; requiring reports; appropriating money; amending Minnesota Statutes 2019 Supplement, section 116C.7792; proposing coding for new law in Minnesota Statutes, chapter 116J.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 2019 Supplement, section 116C.7792, is amended to read:

116C.7792 SOLAR ENERGY PRODUCTION INCENTIVE PROGRAM.

(a) The utility subject to section 116C.779 shall operate a program to provide solar energy production incentives for solar energy systems of no more than a total aggregate nameplate capacity of 40 kilowatts alternating current per premise. The owner of a solar energy system installed before June 1, 2018, is eligible to receive a production incentive under this section for any additional solar energy systems constructed at the same customer location, provided that the aggregate capacity of all systems at the customer location does not exceed 40 kilowatts.

~~(b) The program shall be operated for eight consecutive calendar years commencing in 2014. \$5,000,000 shall be allocated in each of the first four years, \$15,000,000 in the fifth year, \$10,000,000 in each of the sixth and seventh years, and \$5,000,000 in the eighth year from funds is funded by money withheld from transfer to the renewable development account under section 116C.779, subdivision 1, paragraphs (b) and (e), and. Program funds must be placed in a separate account for the purpose of the solar energy production incentive program operated by the utility and not for any other program or purpose.~~

(c) Funds allocated to the solar energy production incentive program in 2019 and 2020 remain available to the solar energy production incentive program.

(d) The following amounts are allocated to the solar energy production incentive program:

(1) \$10,000,000 in 2021; and

(2) \$10,000,000 in 2022.

(e) Funds allocated to the solar energy production incentive program that have not been committed to a specific project at the end of a program year remain available to the solar energy production incentive program.

~~Any unspent amount allocated in the fifth year is available until December 31 of the sixth year. (f) Any unspent amount remaining at the end of any other allocation year on January 1, 2023, must be transferred to the renewable development account.~~

~~The solar system~~ (g) A solar energy system receiving a production incentive under this section must be sized to less than 120 percent of the customer's on-site annual energy consumption when combined with other distributed generation resources and subscriptions provided under section 216B.1641 associated with the premise. The production incentive must be paid for ten years commencing with the commissioning of the system.

(h) The utility must file a plan to operate the program with the commissioner of commerce. The utility may not operate the program until it is approved by the commissioner. A change to the program to include projects up to a nameplate capacity of 40 kilowatts or less does not require the utility to file a plan with the commissioner. Any plan approved by the commissioner of commerce must not provide an increased incentive scale over prior years unless the commissioner demonstrates that changes in the market for solar energy facilities require an increase.

EFFECTIVE DATE. This section is effective the day following final enactment.

Sec. 2. **[116J.55] COMMUNITY ENERGY TRANSITION GRANTS.**

Subdivision 1. Definitions. For the purposes of this section, "eligible community" means a county, municipality, or tribal government located in Minnesota in which an electric generating plant owned by a public utility, as defined in section 216B.02, that is powered by coal, nuclear energy, or natural gas:

(1) is currently operating and is scheduled to cease operations or whose cessation of operations has been proposed in an integrated resource plan filed with the commission under section 216B.2422; or

(2) ceased operations or was removed from the local property tax base no earlier than five years before the date an application is made for a grant under this section.

Subd. 2. Program establishment. A community energy transition grant program is established in the department to award grants to assist eligible communities to address the economic dislocation associated with the closing of a local electric generating plant.

Subd. 3. Account established. (a) A community energy transition account is created in the special revenue fund in the state treasury. The commissioner shall credit to the account appropriations and transfers to the account. Earnings, including interest, dividends, and any other earnings arising from assets of the account, must be credited to the account. The commissioner shall manage the account.

(b) Money in the account is appropriated to the commissioner for grants under this section and must be expended only as provided in this section.

Subd. 4. Application process. (a) Applications for a grant under this section must be made to the commissioner on a form developed by the commissioner.

(b) A grant application made by a county must include a resolution of support from the legislative body in the city in which the electric generating plant is or was located.

Subd. 5. Grant awards; limitations. (a) The commissioner must award grants under this section to eligible communities through a competitive grant process.

(b) A grant awarded to an eligible community under this section must not exceed \$500,000.

(c) Grants funded with revenues from the renewable development account established in section 116C.779 must be awarded to an eligible community located within the retail electric service territory of the public utility that is subject to section 116C.779 or to an eligible community in which an electric generating plant owned by that public utility is located.

Subd. 6. Eligible expenditures. (a) Money in the account established in subdivision 3 must be used only to:

(1) award grants to eligible communities under this section; and

(2) reimburse the department's reasonable costs to administer this section, up to a maximum of five percent of the appropriation made to the commissioner under this section.

(b) An eligible community awarded a grant under this section may use the grant to plan for or address the economic and social impacts on the eligible community of the electric generating plant's cessation of operations, including but not limited to researching, planning, and implementing activities designed to:

(1) assist workers at the plant find new employment, including worker retraining and developing small business start-up skills;

(2) increase the eligible community's property tax base; and

(3) develop alternative economic development strategies to attract new employers to the eligible community.

Subd. 7. **Report.** By January 15, 2022, the commissioner must submit a report to the chairs and ranking minority members of the committees of the senate and house of representatives with jurisdiction over economic development and energy. The report must describe the number and amount of grants awarded under this section and the uses made of grant funds by eligible communities awarded grants.

Sec. 3. ~~PRAIRIE ISLAND NET ZERO PROJECT.~~

Subdivision 1. **Program established.** The Prairie Island Net Zero Project is established with the goal of the Prairie Island Indian Community developing an energy system that results in net zero emissions.

Subd. 2. **Grant.** The commissioner of commerce must enter into a grant contract with the Prairie Island Indian Community to provide the amount appropriated under section 5, subdivision 2, to stimulate research, development, and implementation of renewable energy projects benefiting the Prairie Island Indian Community or its members. Any examination conducted by the commissioner of commerce to determine the sufficiency of the financial stability and capacity of the Prairie Island Indian Community to carry out the purposes of this grant is limited to the Community Services Department of the Prairie Island Indian Community.

Subd. 3. **Bids.** The Prairie Island Indian Community must obtain bids to construct the proposed project from no fewer than three separate contractors and must enter into one or more contracts to complete the project and must submit the certified total cost to the commissioner no later than January 1, 2022.

Subd. 4. **Plan; report.** (a) The Prairie Island Indian Community must file a comprehensive project plan with the commissioner of commerce and the legislative committees with jurisdiction over energy policy no later than July 1, 2021, describing the Prairie Island Net Zero Project elements and implementation strategy.

(b) The Prairie Island Indian Community must file a report with the commissioner of commerce and the legislative committees with jurisdiction over energy policy on July 1, 2022, and each July 1 thereafter until the project is complete, describing the progress made in implementing the project and the uses of expended funds. A final report must be completed within 90 days of the date the project is complete.

EFFECTIVE DATE. This section is effective the day following final enactment.

Sec. 4. FILING OF MORTGAGE OR DEED OF TRUST THROUGH 2020; PUBLIC UTILITY.

Notwithstanding Minnesota Statutes, section 507.327, for the public utility subject to Minnesota Statutes, section 116C.7791, the filing of the mortgage or deed of trust executed between May 1, 2020, and December

31, 2020, filed in the Office of the Secretary of State under Minnesota Statutes, section 336.02, along with, or as part of, the financing statement covering the fixtures, has the same effect, and is notice of the rights and interests of the mortgagee or trustee in easements, other less than fee simple interests in real estate, and fee simple interests in real estate of the public utility to the same extent, as if the mortgage or deed of trust were duly recorded in the office of the county recorder or duly registered in the office of the registrar of titles of the counties in which the real estate is situated. The effectiveness of the filing terminates at the same time as provided in Minnesota Statutes, section 336B.02, subdivision 3, for the termination of the effectiveness of fixture filing. Any filing made in accordance with this section shall also be made with the office of the county recorder, or duly registered in the office of the registrar of titles, of the counties in which the real estate is situated.

EFFECTIVE DATE. This section is effective the day following final enactment.

Sec. 5. **APPROPRIATIONS.**

Subdivision 1. **Community energy transition grants.** (a) Notwithstanding Minnesota Statutes, section 116C.779, subdivision 1, paragraph (j), \$2,000,000 in fiscal year 2021 is appropriated from the renewable development account established in Minnesota Statutes, section 116C.779, subdivision 1, to the commissioner of employment and economic development for deposit in the community energy transition account established in Minnesota Statutes, section 116J.55, subdivision 3. This is a onetime appropriation and is available until June 30, 2022.

(b) If another bill is enacted during the 2020 regular legislative session that appropriates money from the renewable development account established in Minnesota Statutes, section 116C.779, subdivision 1, for the same general purpose as provided under Minnesota Statutes, section 116J.55, the appropriation under this subdivision cancels to the renewable development account under Minnesota Statutes, section 116C.779, subdivision 1.

Subd. 2. **Prairie Island Net Zero Project.** (a) Notwithstanding Minnesota Statutes, section 116C.779, subdivision 1, paragraph (j), \$16,000,000 in fiscal year 2021 is appropriated from the renewable development account under Minnesota Statutes, section 116C.779, subdivision 1, to the commissioner of commerce for a grant to the Prairie Island Indian Community to implement the Prairie Island renewable energy project under section 3. The base for this project is \$15,200,000 in fiscal year 2022 and \$15,000,000 in fiscal year 2023. The base for fiscal year 2024 is \$0. Any unspent funds remaining in the account upon completion of the project cancel to the renewable development account under Minnesota Statutes, section 116C.779, subdivision 1. The commissioner of commerce shall manage the grant, including the disbursement of grant funds to the Prairie Island Indian Community.

(b) The commissioner shall reserve a portion of the appropriation made under this section to pay actual expenditures on the project that exceed the certified total cost. The amount reserved shall be the lesser of:

- (1) 20 percent of the certified total cost for the project; or
- (2) the difference between the certified total cost and the amount appropriated under this section.

(c) Notwithstanding paragraph (a), if the certified total cost for the project is less than \$46,200,000, the commissioner shall withhold from the project base in fiscal year 2023 an amount equal to the difference between \$46,200,000 and the sum of the amount of the certified total cost and the amount reserved by the commissioner under paragraph (b), and shall transfer the withheld amount to the renewable development account.

(d) For the purposes of this subdivision, "certified total cost" means the total cost of all contracts the Prairie Island Indian Community enters into with contractors to complete the Prairie Island Net Zero Project under section 3.

Subd. 3. **Granite Falls hydropower.** Notwithstanding Minnesota Statutes, section 116C.779, subdivision 1, paragraph (j), \$2,750,000 in fiscal year 2021 is appropriated from the renewable development account established under Minnesota Statutes, section 116C.779, subdivision 1, to the commissioner of commerce for a grant to the city of Granite Falls to purchase a new turbine to expand the electric generating capacity of the city's existing hydroelectric generating facility. Of this amount, \$400,000 is to repair structural damage and erosion caused by flooding to the building that houses the turbines that generate electricity. This appropriation is onetime and is available until June 30, 2023.

EFFECTIVE DATE. This section is effective the day following final enactment.

Presented to the governor May 20, 2020

Signed by the governor May 27, 2020, 11:21 a.m.

PIIC Net Zero Project Request for Proposals
Attachment B

Notice of Intent to Respond to RFP

Instructions: If your firm intends to submit a formal response to the Prairie Island Indian Community Net Zero Project Request for Proposals, please email your completed form to netzero@piic.org before 5:00 p.m. on October 12, 2020.

Proposal to be submitted by (“Respondent”):

Business Mailing Address:

Primary Contact: _____

Phone Number: (_____) _____

E-mail Address: _____

By signing below, Respondent indicates intent to respond to the Prairie Island Indian Community Net Zero Project Request for Proposals, and Respondent acknowledges and agrees to the following:

- Respondent will timely submit a Proposal pursuant to the instructions in the RFP;
- Respondent will only communicate pursuant to the directions set forth in the RFP; and
- If Respondent receives documents or information regarding PIIC based on this Notice of Intent to Submit Proposal regarding the Net Zero Project, Respondent will treat the documents and information confidentially and not share it with third parties, subject to all applicable laws.

Authorized Signature

Respondent’s firm
name: Click here to enter text.

Authorized representative
name: Click here to enter text. Title: Click here to enter text.

Authorized
signature: _____ Date
(mm/dd/yyyy): Click here to enter a date.

PIIC Net Zero Project Request for Proposals
Attachment C

Affidavit of Non-collusion

Instructions: Please return your completed form as part of the Proposal.

I swear (or affirm) under the penalty of perjury:

1. That I am the Respondent (if the Respondent is an individual), a partner in the company (if the Respondent is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Respondent is a corporation).
2. That the attached proposal submitted in response to the Prairie Island Indian Community Net Zero Project Request for Proposals has been arrived at by the Respondent independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other Respondent of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit fair and open competition.
3. That the contents of the proposal have not been communicated by the Respondent or its employees or agents to any person not an employee or agent of the Respondent and will not be communicated to any such persons prior to the official opening of the proposals.
4. That the Respondent or any of its employees or agents have not had independent communication regarding the proposal on or after the issuance date of the RFP with employees or agents of the Prairie Island Indian Community outside of what is set forth in the RFP process.
5. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature

Respondent's firm
name:

Click here to enter text.

Print authorized representative
name:

Click here to enter text.

Title: Click here to enter text.

Authorized
signature:

Date

(mm/dd/yyyy): Click here to enter a date.

Notary Public

Subscribed and sworn to before me this:

day
of _____,

Notary Public signature

Commission expires (mm/dd/yyyy)

PIIC Net Zero Project Request for Proposals
Attachment D

Due Diligence Questionnaire

Instructions: Please return this Questionnaire with the requested information as part of the Proposal. If Respondent intends to submit a Response proposing work be done between two or more firms, information regarding both firms should be provided in response to these questions. Append longer responses to the questions to this document in the Proposal. By signing and submitting this form, the Respondent and Authorized Representative are attesting to the truth and accuracy of the information provided.

1. Legal Name: _____
2. Trade names or DBA's: _____
3. Number of years in service: _____
4. Closely associated businesses or businesses under joint ownership:

5. Describe the corporate or other structure of the legal entities that comprise the Respondent. Include any helpful diagrams or charts. Provide a list of the officers and directors of the Company and a brief description of their duties.

6. Provide a long-form certificate of good standing and articles or certificate of incorporation from Secretary of State or other appropriate official in the Respondent's jurisdiction of incorporation and any jurisdictions Respondent is registered to do businesses in (should include Minnesota, or an explanation of how Respondent will comply with applicable Minnesota business requirements).
7. Provide a list of all litigation, arbitration, and governmental proceedings relating to the Respondent to which the Respondent or any of its directors, officers, or employees is or has been a party, or which is threatened against any of them, indicating the name of the court, agency, or other body before whom pending, date instituted, amount involved, insurance coverage, and current status. Also describe any similar matters which were material to the Respondent and which were adjudicated or settled in the last ten years.
8. Provide information as to any past or present governmental investigation of or proceeding involving the Respondent or the Respondent's directors, officers, or employees.
9. Provide information regarding any material contingent liabilities, material unasserted claims, and information regarding any asserted or unasserted violation of law that may impair the ability of Respondent to perform duties outlined in the RFP.

10. Provide the names of three customer references, including business name, telephone number, and contact information for the appropriate point of contact. Please also describe the work that Respondent did/does for the customer reference provided.

Authorized Signature

Respondent's firm
name: Click here to enter text.

Authorized representative
name: Click here to enter text. Title: Click here to enter text.

Authorized
signature: _____ Date
(mm/dd/yyyy): Click here to enter a date.

PIIC Net Zero Project Request for Proposals
Attachment E

Preference Certification

Instructions: Please return your completed form as part of the Proposal. Please append to this form with all relevant documentation in order to establish preference status, and include in Proposal. PIIC reserves the right to require additional documentation related to preference status. By signing and submitting this form, the Respondent and Authorized Representative are attesting to the truth and accuracy of the information provided.

Prairie Island Indian Community Member/Native American Preference: To qualify, Prairie Island Indian Community member/Native American ownership cannot constitute less than 51% of the firm, and proof must be provided that the majority owner(s) are enrolled members of PIIC or a federally-recognized tribe, or that the Respondent itself is owned (majority) by a federally-recognized tribe.

Other Applicable Preferences: Respondent must meet the requirements of the Minnesota Department of Administration, Office of State Procurement’s program for Targeted Group, Economically Disadvantaged and Veteran-Owned businesses, and provide documentation establishing eligibility.

Please indicate the preference that Respondent qualifies for:

Authorized Signature

Respondent’s firm
name: Click here to enter text.

Print authorized representative
name: Click here to enter text. Title: Click here to enter text.

Authorized
signature: _____ Date
(mm/dd/yyyy): Click here to enter a date.

PIIC Net Zero Project Request for Proposals Attachment F

Insurance Requirements

Insurance Requirements

A. The insurance requirements listed below generally represent the minimum requirements that the selected Vendor can anticipate. PIIC reserves the right to alter the minimum insurance coverage requirements based on the scope of the services that will be negotiated with the selected Vendor.

B. Anticipated Insurance Requirements:

1. **Workers' Compensation Insurance:** Except as provided below, Vendor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

2. **Commercial General Liability Insurance:** Vendor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

3. **Commercial Automobile Liability Insurance:** Vendor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

4. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance**

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under the contract.

Vendor is required to carry the following minimum limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Vendor and may not exceed \$50,000 without the written approval of PIIC. If the Vendor desires authority from PIIC to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of the negotiated contract, and Vendor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Vendor to fulfill this requirement.

C. **Additional Insurance Conditions:**

- Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to PIIC with respect to any claim arising out of Vendor's performance under the contract;
- If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify PIIC within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to PIIC;
- Vendor is responsible for payment of insurance premiums and deductibles;
- If Vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits;
- Vendor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the Vendor's policy limits to satisfy the full policy limits required by the contract.

D. The successful Respondent is required to submit Certificates of Insurance acceptable to PIIC as evidence of insurance coverage requirements prior to commencing work under the contract. All insurance policies must be open to inspection by PIIC and copies of policies must be submitted to the PIIC's authorized representative upon written request.