

# Bay Mills Indian Community

12140 West Lakeshore Drive  
Brimley, Michigan 49715  
(906) 248-8100 Fax (906) 248-3283

## REQUEST FOR PROPOSALS (RFP)

**Qualified, Professional Services for the Design, Engineering, Procurement, Construction, and Commissioning of an 11MW Solar Array with 5MW of Battery Storage Interconnected to the 12.47 KV Cloverland Distribution Circuit and a Workforce that Includes Individuals Enrolled in the Bay Mills Indian Community Workforce Development Program**

### **Submittal Due Date and Time:**

July 29, 2025 by 12:00 pm EST

### **Question Submittal Deadline:**

12140 W. Lakeshore Drive

Brimley, MI 49715

[jwilson@baymills.org](mailto:jwilson@baymills.org)

July 15, 2025 by 12:00 pm EST

### **Email and Mail documents to:**

Jim Wilson, Energy Facilities Manager

Bay Mills Indian Community

[jwilson@baymills.org](mailto:jwilson@baymills.org)

(906) 248-8143

Bay Mills Indian Community (BMIC) is requesting proposals from qualified solar installers (Respondents) for the design, engineering, procurement construction, and commissioning of an 11MW Ground-Mounted Solar System with a connected 5 MWh Battery Energy Storage System. Construction of this system will be located on BMIC Trust land located in Brimley, Michigan west of M-221 approximately ¼ to ½ mile north of M-28. Design, engineering, procurement, construction, and commissioning must include the interconnection to Cloverland Electric Cooperative's 12.47 KV Distribution Circuit. BMIC has a work force development program that will require some enrolled individuals to gain experience working with the successful respondent on this project.

The RFP is open to all qualified Solar System Installers capable of completing the objectives and requirements described in this document. Qualified Woman-owned businesses (WBE), Minority-owned businesses (MBE), and/or Veteran-owned businesses (VBE) are encouraged to respond.

Only proposals received no later than 12:00 pm EST on July 22, 2025 will be accepted. All proposals will be reviewed for completeness in accordance with the selection criteria contained herein. Final recommendations will be made on the basis of most qualified contractor, proposal cost, recent experience with this type of work, the personnel to be assigned to this work, the contractor's understanding of the project, and the ability to meet proposed deadlines. The respondent selected will complete all design, engineering, procurement, construction, and commissioning of the Solar Array and Battery Energy Storage System.

### **Bay Mills Indian Community Background**

Bay Mills Indian Community is a federally recognized Tribe with 2,300 Tribal Citizens in the Eastern Upper Peninsula (EUP) of Michigan. Much of the 3,500-acre BMIC Reservation sits on the shores of the St. Mary's River which connects Lake Superior with Lake Huron - a key juncture of the Great Lakes system - home to nearly 20% of the world's fresh surface water. BMIC's on-reservation population consists of 727 Tribal members, many of whom work in the accommodation and food services industry. Our region's primary economic engine is tourism, which is highly impacted by and vulnerable to external influences such as weather, climate change, and transportation costs.

### **Project Background**

In 2024, BMIC applied for an Environmental Protection Agency (EPA) Climate Pollution Energy Grant (CPRG). BMIC was notified that they were awarded funds that are budgeted for the cost of an 11MW ground mounted PV system including 5MW of battery energy storage. Funding will also go towards the BMIC workforce development program and administrative costs. BMIC has been engaged in

ongoing discussions with Cloverland Electric Cooperative concerning existing infrastructure and planned upgrades to meet capacity requirements. BMIC is anticipating initial design and engineering beginning in the fall of 2025 with the Solar Project completion and commissioning in 2026 to 2027 pending Cloverland Electric Cooperatives system upgrades.

### **Project Scope**

The selected firm will provide all design, engineering, procurement, construction, and commissioning services for the BMIC solar and battery storage facility with an estimated capacity of 11 MW of solar PV and 5 MWh of battery storage.

Interconnection to the Cloverland Electric Cooperative 12.47 KV distribution line will be included. The scope of the work includes but is not limited to:

- Permitting and regulatory compliance
- Site development, design, construction, and commissioning
- Meet all Cloverland Electric Cooperative interconnection requirements
- Meet all American Transmission Company requirements
- Meet all Institute of Electrical and Electronics Engineers (IEEE) Standards
- Meet all National Electric Code Standards
- Equipment procurement and supply management
- Training and employment of work force development staff
- Safely and efficiently complete all requirements

### **Proposal Requirements**

- Bifacial solar panels shall be installed per industry standards on racking designed to meet all site conditions
- Solar Operations and Management Software
- Battery Energy Storage System (BESS) with grid integration, communication, monitoring, and operation system
- Respondent will obtain all necessary permits, and complete all required testing during construction and completion of the project
- Pad mounted transformers and cabinets will meet Cloverland Electric Cooperative specifications

- Underground wiring will be installed in conduit with expansion joints at all above ground terminations
- Vehicle site access including culverts as needed, filter cloth under all gravel areas
- Gravel shall be installed with no less than 15 feet extending around all combiner boxes, inverters, and transformers
- 40-inch minimum racking height for all solar panels
- 8-foot security fence completely around site perimeter with internal electric fence
- Safety and labor signs on perimeter fence as required during construction and completion of the project
- Access gates for maintenance vehicles and staff
- Secure locking mechanism on all access gates
- Site security cameras installed for complete site security
- Solar Array and BESS operation and maintenance documents
- US made equipment and supplies used when available (BMIC has a Buy America Build America waiver)

### **Minimum Qualification Requirements**

Qualified firms must demonstrate expertise in:

- Utility-scale solar & battery storage project development
- Turnkey Design, Engineering, Procurement, Construction, and Commissioning of renewable energy projects
- Experience working with tribal nations or Indigenous communities
- Environmental permitting & regulatory compliance
- Economic development & workforce training programs
- Financial strength & bonding capacity (copy of bond shall be provided to BMIC)
- Design shall be signed/sealed by a Michigan Professional Engineer

In describing your qualifications, please indicate which project roles and responsibilities will be performed: a) in-house by a full-time member of your team (and, if so, if that team member will primarily work on-site or remotely), or b) subcontracted to an individual or firm external to your company.

## Responsibilities

The selected respondent will be responsible for:

- Participating in planning meetings with BMIC staff
- Working with BMIC staff to ensure compliance with the DOE Climate Pollution Reduction Grant (CPRG document available upon request)
- Developing all required project plans and completing project with current industry best standards
- Developing operation and maintenance documents including components end of life recycling or disposal
- Coordinating with Cloverland Electric Cooperative on all necessary aspects of the project
- Follow BMIC-approved work plans and notify BMIC staff of any changes to approved work plans
- Obtain all necessary permits for project implementation
- Provide periodic construction observation to BMIC staff at intervals necessary for BMIC staff to verify the project was implemented per approved work plans
- Timely reporting of project implementation to BMIC staff as determined by BMIC's project manager (at least once per month, and weekly during site specific work)
- Properly contain and manage the removal of waste from the project to a qualified land fill
- Review and process all pay applications and change orders for the successful completion of the project
- Maintain site security controls at all times
- Respondent must acknowledge and agree to the terms provided in the Davis-Bacon and Related Acts (DBRA) Requirements for Contractors and Subcontractors Under EPA Grants (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>). Contract requires federal prevailing wage compensation for all employees, including subcontractors. Failure to meet this requirement will result in the Respondents responsibility to correctly compensate employees and meet the BMIC project funding requirements

## **RFP Submission Requirements**

Responses not received by the deadline will not be considered. To be considered, five (5) copies of the Proposal including the Consultant Certification must be submitted to Bay Mills Indian Community no later than July 22, 2025 by 12:00 pm EST, at the following address:

Jim Wilson, Energy Facilities Manager  
Bay Mills Indian Community  
12140 W. Lakeshore Drive  
Brimley, MI 49715

Respondents mailing of the proposal should allow normal mail delivery time to ensure timely receipt.

Please place Proposals in separate sealed envelopes. Each envelope shall be clearly marked "BMIC Solar Project Proposal".

Respondents must also submit: one (1) electronic copy in PDF format of the proposal to: Jim Wilson ([jwilson@baymills.org](mailto:jwilson@baymills.org))

## **RFP Format**

The proposal shall be presented in an 8-1/2" x 11" format. The text shall be concise, with emphasis placed on completeness and clarity. Five (5) copies of the proposal are required for submittal. There is a (20) twenty-page maximum limitation.

## **Selection**

All plans and documentation will be reviewed by BMIC staff. The scope of services under this RFP is preliminary, the final scope of services will be negotiated with the selected respondent.

Respondents will be evaluated on the following information:

- Background (General Experience): Provide a history of your firm, related experience, and specific capabilities.
- Related Project Experience: Provide descriptions of the current and the last four completed projects your staff has performed that are similar to this project and example of the costs associated. References should also be provided.
- Familiarity with Applicable Standards and Requirements: Demonstrate your firm's familiarity with applicable standards and requirements relating to projects performed in Michigan. Describe your firm's experience working with associated regulatory and review agencies.
- Local Knowledge: Provide information regarding previous experience your firm has with the community where the project is located. Describe your firm's involvement with other projects that may influence the proposed project.
- Staffing: Profile your firm, listing the professional(s) proposed for this project with their previous related experience. Indicate what percentage of your total staff (including sub-contractors) will be assigned to this project at peak workload. Indicate what percentage of the work, if any, will be performed by sub-contractors. Identify all major sub-contractors. A fee schedule needs to be included. Please include experience with Davis-Bacon compliance and Buy America, Build America (BABA) compliance. More information about BABA can be found here: <http://www.epa.gov/cwsrf/build-america-buy-america-baba-resources>.
- Schedule of Values: Separate out the respondents cost for design, site work, material procurement, installation, and commissioning.
- QA/QC Procedures: Describe your firm's procedure for quality assurance and quality control. This summary shall briefly address the Respondents project management methods and systems proposed for the project. Demonstrate your firm's ability to meet schedules and control costs. Discuss your capabilities to staff this project to ensure completion on schedule.

### **Additional Considerations**

- The Qualifications shall designate a single representative or prime contact for the Respondent, through whom the Review Committee may communicate with the Respondent.
- The Consultant Certification shall be completed and submitted.
- The Respondent shall provide the Review Committee with Client references for similar projects. Provide the name and telephone number of a contact person for each project listed. Include a brief statement of your involvement with the project if it is not outlined under Related Project Experience.
- The Qualifications shall provide a straightforward, concise description of the Respondent's ability to meet the requirements of the proposed contract. Emphasis should be placed upon completeness and clarity of content.
- The Respondent shall prepare and submit a statement that a conflict of interest does not exist at the submission of this Proposal.

### **Acceptance of Proposal**

The Review Committee will evaluate the contents of the proposal. An interview between the Respondent and the Review Committee may be requested. After receipt of the Proposal a final decision will be made based upon the Review Committee's review of the Proposal. The proposal will be scored on the basis of items, such as but not limited to the following: cost, local knowledge, recent experience with this type of work, the personnel to be assigned to this work, the Respondent's understanding of the project and the proposed time frame for the completion of the project.



Written Proposal Criteria	Rating Score (1-5)	Weight	Comments
Background (general experience)		3	
Related Background Experience		4	
Familiarity with Applicable Standards and Requirements		4	
Local Knowledge		2	
Workforce Development Implementation		3	
QA/QC Procedures		4	
Resources, staffing, and key personnel available to perform work in a reasonable time frame (Production Schedule)		4	
Reasonable overall costs/hours/rate schedule		5	
Native American Preference		1	
Environmental Impact and Mitigation		3	
<b>Ratings:</b>			
Clearly Outstanding in this item	5		
Well qualified in this item	4		
Average in this item	3		
Weak in this item	2		
Unsatisfactory in this item	1		
Insufficient Response	0		

<b>Timeline:</b>	
June 20, 2025	RFP materials e-mailed to potential Respondents from BMIC list and posted on the BMIC website.
July 15, 2025	RFP questions received no later than 12:00pm EST
July 29, 2025	Proposals received by BMIC no later than 12:00pm EST
August 12, 2025	Intent to Award sent to final selection

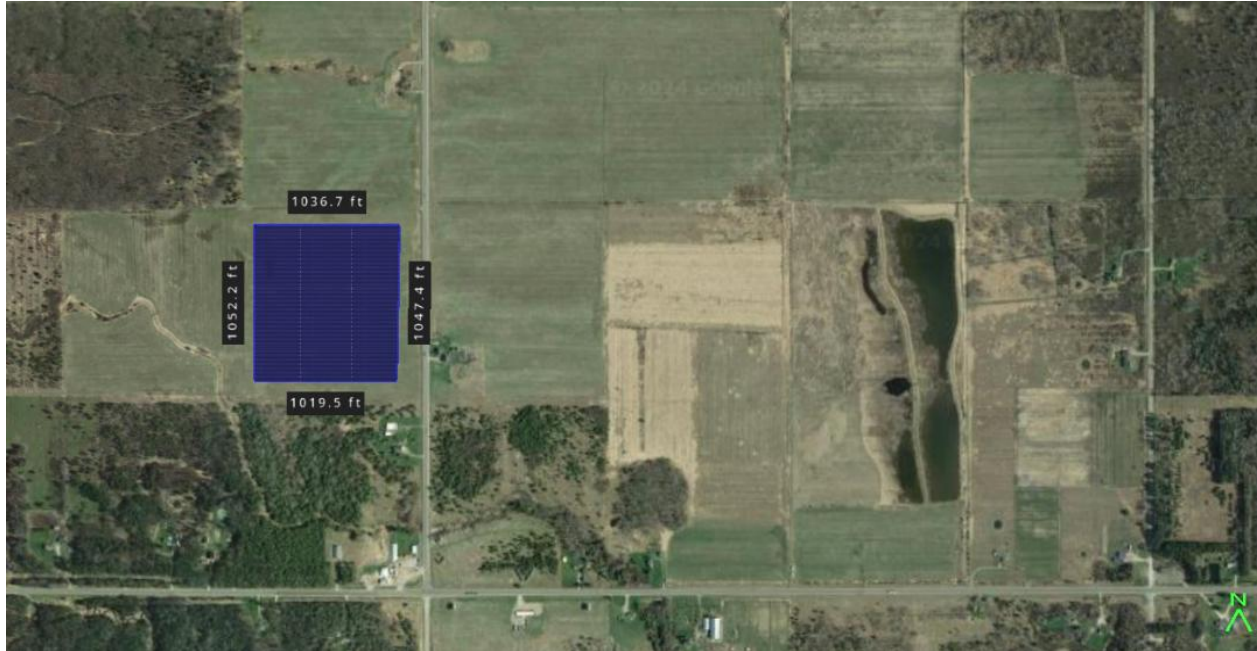
### **Qualifications and References**

- List any citations for non-compliance by regulatory authorities or violations of applicable law by applicable governmental authorities within the last five (5) years for the proposer or its principles.
- List any litigation against the proposer as of the date of the RFP response.
- References: Contact information for three (3) references and a brief description of the project's relevance.

### **Budget & Estimating Pricing**

All Proposers must provide a detailed cost breakdown for the implementation and completion of the BMIC project as described in this RFP.

## Site Location



## Consultant Certification

This proposal is submitted in response to the request for: Qualified, Professional Services for the Design, Engineering, Procurement, Construction, and Commissioning of an 11MW Solar Array with 5MW of connected Battery Storage Interconnected to the 12.47KV Cloverland Distribution Circuit and a Workforce that Includes Individuals Enrolled in the Bay Mills Indian Community Workforce Development Program.

This certification attests to the Respondents awareness and agreement to the content of this Request for Proposal and all accompanying calendar schedules and provisions contained herein.

The Respondent must ensure that the following certificate is duly completed and correctly executed by an authorized officer of the company submitting this proposal.

The undersigned is a duly authorized officer and hereby certifies that:

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(Respondent Name)

Agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of thirty (30) calendar days beginning July 29, 2025.

The undersigned further certify that the company/firm (check one):

\_\_\_\_\_ is \_\_\_\_\_ is not

Currently debarred, suspended or proposed for debarment by any federal, state, or native nation entity. The undersigned agree to notify BMIC of any change in status, should one occur, until such time as an award has been made under this procurement action.

Person authorized to negotiate on behalf of this company/firm for the purpose of this RFP are:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Signature of Authorized Officer**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

## **Additional Terms and Conditions**

Personal Information: BMIC may require information related to the qualification and experience of persons who are proposed or available to provide services. This may include, but is not limited to resumes, documentation of accreditation, licenses, certifications, and/or letters of references. The respondent should not submit as part of its response any information related to the qualifications, experience of persons who are proposed or available to provide services unless specifically requested. Unless specifically requested, any such information, whether in the form of resumes or other documentation, will be returned immediately to the respondent.

Non-Disclosure Agreement: BMIC reserves the right to require any respondent to enter into a non-disclosure agreement.

Cost: The RFP does not obligate BMIC to pay for any cost of any kind that may be incurred by a respondent or any third party/parties in connection to the response of this RFP.

Intellectual Property: The Respondent shall not use any intellectual property of BMIC including, but not limited to all logos, registered trademarks, or trade names, at any time without the prior written approval of BMIC.

Respondent Response: All accepted responses shall become the property of BMIC and will not be returned, subject to claims of confidentiality, with respect to the response and supporting documentation.

Proposals with incomplete agreement revisions, edits and/or accompanying rationale, or that rely on future negotiations to finalize shall be deemed non-conforming and subject to rejection. Agreements are critical when properly evaluating a proposal and to ensure both parties can conclude due diligence and acquisition in a timely manner and under exclusivity.

Governing Law: Under such an agreement, the respondent will comply with all applicable laws, regulations, and policies of BMIC.

No Liability: BMIC shall not be liable to any respondent or entity for any losses, expenses, costs, claims, or damages of any kind:

- Arising out of, or attributable to the respondent responding to this RFP, or
- As a result of the use of any information, error or omission contained in this RFP document or provided during the RFP process.

Entire Request for Proposal: This Request for Proposal, any addenda to it, and any attached schedules, constitute the entire Request for Proposal.

### Insurance:

The contractor and subcontractors must meet all insurance requirements. Contractors must hold and provide a full copy of current coverage of Commercial General Liability Insurance of each occurrence and Automobile Liability Insurance of minimum combined single limit of each accident for bodily injury and property damage. Validation of Worker's Compensation Insurance and Professional Liability insurance must also be demonstrated.

- Commercial General Liability in broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Proposers, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:
  1. \$1,000,000 per occurrence and \$2,000,000 in aggregate
  2. Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles, and Employee Non-Ownership; limits of liability not less than: \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability
  3. Workers Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.
  4. Professional Liability Insurance with \$1,000,000 per occurrence and \$25,000,000 in aggregate.

- Evidence of Insurance. The successful proposer agrees that with respect to the above required insurance that:
  1. BMIC shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least (15) days prior to the expiration or cancellation of any such policies
  2. The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company
  3. BMIC shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance
  4. Subcontractors, if any, shall comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming BMIC as an additional insured.
  5. In the event that a respondent acting as General Contractor provides insurance for a subcontractor, the certificate of insurance shall state that the General Contractor's policy does cover work of his/her subcontractors. A copy of the endorsement shall be provided to BMIC along with the Certificate of Insurance; and have BMIC named as an additional insured and the address for the certificate must read exactly as:

**Bay Mills Indian Community  
12140 West Lakeshore Drive  
Brimley, Michigan 49715**

- Insurance Notices and Certificate of Insurance shall be provided to:

**Jim Wilson, Energy Facilities Manager**  
[jwilson@baymills.org](mailto:jwilson@baymills.org)  
**Bay Mills Indian Community  
12140 West Lakeshore Drive  
Brimley, Michigan 49715**

BMIC shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of this Agreement and thereafter with the certified evidencing renewals or changes to said policies of insurance at least (15) days prior to the expiration or cancellation of any such policies.

**BMIC shall be named as additional insured on all liability policies, and the parties acknowledge that any insurance maintained by BMIC shall apply in excess of, and not contribute to insurance provided by the successful proposer**

The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company. BMIC shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change, and said notification requirements shall be stated on the Certificate of Insurance. Acceptance or approval of insurance shall in no way modify or change the indemnity or hold harmless clauses in this agreement, which shall continue in full force and effect.

#### Indemnification:

The Proposer shall indemnify and hold BMIC harmless from any claims, actions, and liabilities arising from any breach of contract, or otherwise arising in connection with the Proposer's performance of the contract, unless and if only caused by the wrongful act or gross negligence of an employee or other agent of BMIC. If any employee of the Proposer is sued based on any cause of action, BMIC shall have the right to defend such actions on behalf of it. Proposer agrees to defend itself and fully cooperate with the defense of BMIC. Proposer shall pay for the cost of BMIC defending a lawsuit as well as any liability incurred by BMIC pursuant to this section. In addition, the Proposer agrees to indemnify, save harmless and defend BMIC, their agents, servants, and employees, and each of them against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorney's fees, for or on account of any injury to any person, any death at any time resulting from injury, or damage to property, which may arise or which may be alleged to arise out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death, or damage is caused directly by the willful



and wanton conduct of BMIC, their agents, servants, or employees or any other person indemnified hereunder.

PWA:

Contractor understands that the BMIC intends to apply for elective payment of the Clean Electricity Investment Credit available under Section 48E of the Internal Revenue Code of 1986, as amended, (the “Credit”) with respect to the property that will be installed and that the BMIC intends to seek the additional credit amount allowed under Code Section 48E(a)(2)(ii)(III)(aa).

In order to receive this increased credit amount, the BMIC must be able to demonstrate that it has complied with the applicable Prevailing Wage and Apprenticeship requirements set forth in Code Sections 48(a)(10) and 45(b)(8) as incorporated into the Credit by Code Sections 48E(d)(3) and (4), respectively, as those requirements may be amended by law (collectively, the “PWA Requirements”).

Contractor represents that it, and its Subcontractors, shall comply with the PWA Requirements, and any applicable Treasury Regulations; shall pay no less than the prevailing wage rate to all persons engaged in the performance of services; Contractor and Subcontractor, in accordance with applicable law, shall keep accurate payroll records; and that Contractor shall provide the BMIC with such payroll records (including a written declaration that information in such payroll records is true and correct) as the BMIC reasonably deems necessary to substantiate that Contractor and any Subcontractors have met the applicable PWA requirements.

Domestic Content:

Contractor understands that the BMIC intends to apply for elective payment of the Clean Electricity Investment Credit available under Section 48E of the Internal Revenue Code of 1986, Current as of December 12, 2024, as amended, (the “Credit”) with respect to the property that will be installed and that the BMIC intends to seek this credit through the elective payment option under Code Section 6417.

In order to receive the Credit through the elective payment option, the BMIC must be able to demonstrate that it has complied with the applicable Domestic Content requirements set forth in Code Section 45Y(g)(12) as incorporated into the Credit by Code Section 48E(d)(5), as those requirements may be amended by law (the “DC Requirements”). Contractor represents that it, and its Subcontractors, has the ability at all times to comply with DC Requirements, and any applicable Treasury Regulations, and that Contractor is willing and able to provide the BMIC with such records as the BMIC reasonably deems necessary to substantiate that Contractor and any Subcontractors have met the applicable DC requirements.