

ALASKA ENERGY AUTHORITY

RURAL POWER SYSTEMS INVENTORY & ASSESSMENT

RFP 20018

ISSUED OCTOBER 10, 2019

The purpose of this RFP solicitation is to gather required data, by the means of site visits, to assure a complete and accurate record of the inventory and condition of rural Alaska power systems assets. This will enable a thorough evaluation and ranking of deficiencies of the existing Rural Power Systems to assist the Authority in determining the priority of projects.

ISSUED BY:

ALASKA ENERGY AUTHORITY (AEA)

PRIMARY CONTACT:

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LLEMUS@AIDEA.ORG

(907) 771-3909

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

Important Notice: If you downloaded this solicitation from the SOA or AIDEA/AEA Websites, you must register on the online planholders list to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to ensure that they have received all addenda affecting this RFP. To register, go to www.AIDEA.org and provide the project name & number, company name & contact person, address, phone number & fax number.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Alaska Energy Authority (AEA), (hereafter known as the Authority), in order to comply with the requirements of 3 AAC 108.110 to provide for a current evaluation and rank of deficiencies for power system upgrades, will solicit proposals from qualified Proposers to complete a Rural Power System Inventory and Assessment.

The purpose of the contract resulting from this solicitation is to gather required data, by the means of site visits, to assure a complete and accurate record of the inventory and condition of rural Alaska power systems assets. This will enable a thorough evaluation and ranking of deficiencies of the existing Rural Power Systems to assist the Authority in determining the priority of projects.

SEC. 1.02 BUDGET

AEA, estimates a budget for communities Inventory & Assessment is between **\$400,000** and **\$500,000** dollars. AEA anticipates it may receive additional funding. The 360-Degree Imaging option and additional assessments may be added depending on funding. Total contract value not to exceed \$1,000,000.00.

Funding for this RFP is through Denali Commission and State of Alaska already appropriated and identified.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 pm prevailing Alaska Time on October 31, 2019. Faxed, emailed or oral proposals are not acceptable.

Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR MINIMUM EXPERIENCE

Offeror's interested in responding to this request must provide Evidence in their proposal that meet the following minimum requirements to be considered:

- The Offeror must show in their proposal they have one year experience and knowledge in analyzing and assessing the conditions of the mechanical and electrical equipment, along with building system components used in rural Alaska power systems;
- The Offeror must show in their proposal they have one year experience in micro grid power systems, (rural diesel power plants) gathering data, and establishing condition inventory lists of equipment;
- The Offeror must show in their proposal they have one year experience and knowledge in accurately and efficiently collecting information for inventorying and tracking systems.

An offeror's failure to meet these minimum prior experience requirements may cause their proposal to be considered non-responsive and their proposal may be rejected.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the contracting officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the contracting officer, in writing, at least ten days before the deadline for receipt of proposals.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the contracting officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The contracting officer will make that decision. **No further question will be allowed after October 24, 2019, 2019 at 1:30 pm Alaska prevailing time.**

CONTRACTING OFFICER: Lois Lemus – PHONE 907-771-3909 - FAX 907-771-3044

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one hard copy and one electronic copy of their proposal, in writing, to the contracting officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Alaska Energy Authority

Attention: Lois Lemus

Request for Proposal (RFP) Number: **20018**

RFP Title: **RURAL POWER SYSTEMS INVENTORY & ASSESSMENT**

If using U.S. mail or delivery service, please use the following address:

813 West Northern Lights Blvd.

Anchorage, AK 99503

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) PRIOR MINIMUM EXPERIENCE

All Offeror's interested in responding to this request must complete section 1.04.

(b) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(c) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- G. that the offers will remain open and valid for at least 90 days; and
- H. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this paragraph, the Authority reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

(d) VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the Authority's request.

(e) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Executive Director of Alaska Energy Authority reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Executive Director's determination regarding any questions of conflict of interest shall be final.

(f) FEDERAL REQUIREMENTS

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

(g) BID BOND - PERFORMANCE BOND - SURETY DEPOSIT

Bid Bond

N/A

Performance Bond

N/A

Surety Deposit

N/A

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the contracting officer no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.10 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the Authority's request in accordance with 2 AAC 12.290.

SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to those who have registered with the AEA website at <http://www.aideaaeaprocurement.org>.

SEC. 1.12 RFP SCHEDULE

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

- Issue RFP **OCTOBER 10, 2019,**
- Pre-proposal conference on **OCTOBER 17, 2019,**
- Deadline for Questions **OCTOBER 24, 2019,**
- Deadline for Receipt of Proposals **OCTOBER 31, 2019,**
- Proposal Evaluation Committee complete evaluation by **NOVEMBER 8, 2019,**
- Alaska Energy Authority issues Notice of Intent to Award a Contract **NOVEMBER 12, 2019,**

- Alaska Energy Authority issues contract **NOVEMBER 25, 2019**,
- Contract start **NOVEMBER 25, 2019**.

This RFP does not, by itself, obligate the Authority. The Authority's obligation will commence when the contract is approved by the Executive Director of Alaska Energy Authority, or the Executive Director's designee. Upon written notice to the contractor, the Authority may set a different starting date for the contract. The Authority will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Authority.

SEC. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **2:00 PM**, Alaska Time, on **OCTOBER 17, 2019** in AEA conference room in **ANCHORAGE**, Alaska. The purpose of the conference is to discuss the work to be performed with the prospective offerors and to allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the contracting officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different from what is asked for) will be rejected.

SEC. 1.15 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the project director.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Alaska Energy Authority (AEA) Rural Power System Upgrade (RPSU) program provides for capital improvements and technical assistance to eligible rural Alaska electrical utilities. This assistance is provided with the goal to eliminate hazards, enhance efficiency, increase reliability, and comply with regulations.

3 AAC 108.110 (Eligibility for and Authority Prioritization of Assistance) states that "...utilities, municipalities, school districts, unincorporated villages, community associations, Native corporations, councils organized under 25 U.S.C. 476, traditional councils, and other persons providing power or fuel to the public in one or more communities..." are eligible for assistance from the Authority.

To prioritize its assistance for power system upgrades, the Authority must evaluate and rank deficiencies and needs for upgraded community power systems in each community in the state that:

1. Has a population of at least 20 but less than 2,000;
2. Is not predominantly a military or industrial site;
3. Has a central community power system; and
4. Is not connected to the Railbelt (Homer-Seward-Anchorage-Fairbanks), Four Dam Pool (Glenallen-Valdez, Wrangell-Petersburg, Ketchikan, Kodiak), or Juneau power distribution systems.

In providing assistance under 3 AAC 108.100 - 3 AAC 108.130, the Authority will give priority to those communities found in the Authority's evaluations and rankings to have the greatest need for assistance. The Authority may revise its prioritization based on:

1. Requirements of federal or state agencies or other entities providing money;
2. The Authority's determination of a recipient's readiness to proceed with the project;
3. The recipient's ability to meet conditions for assistance under 3 AAC 108.120; or
4. Cost-effectiveness factors.

The Authority may reevaluate and modify its evaluations and rankings based on changed assumptions or new information. The Authority will publish and periodically update its rankings on its Internet web site.

SCOPE OF WORK & CONTRACT INFORMATION

SEC. 2.02 SCOPE OF WORK

The Contractor shall gather the required data by means of site visits to the communities listed. **(Attachment 5)**. The Contractor shall be responsible for coordinating site visits with the local utilities. The Contractor shall ensure the complete and accurate inventory record and condition of power systems assets.

2.02.1 Tasks

1. Within ten (10) days of contract award, the Contractor shall submit a detailed plan and schedule to the Authority project manager for review and approval
2. The Contractor shall work with Authority's project manager on the finalized format of the digital Inventory and Assessment and related photographs. A separate contract has been awarded for the development and creation of digital Inventory and Assessment forms and related database and reports.
3. The Contractor shall coordinate with utilities in advance. Utilities must be notified and agree to allow the Contractor access to their equipment. The Contractor will submit updated schedules as needed to keep the Authority informed of the Contractor's latest itinerary.
4. The Contractor shall arrange their own travel, lodging and local transportation.
5. The Contractor shall make at least one (1) pilot site visit to a village and complete an Assessment and Inventory with photographs **(Attachment 5)** for that village. The Authority staff may accompany the Contractor on the pilot(s). The completed Inventory and Assessment for the utility shall be submitted to the Authority project manager for verification of format and accuracy. The Project Manager will review the Assessment and Inventory, and notify the Contractor of any revisions or comments for future submittals.
6. Once travel begins, the Contractor shall submit completed digital Inventory and Assessments with photographs a minimum of every two (2) weeks for review. The Contractor shall allow the Authority five (5) days to review and make comments.
7. Contractor shall submit a hard copy of completed Inventory and Assessments with each of their payment applications. The hard copy shall be submitted in a three-ring binder, alphabetically by village name.
8. The Contractor shall submit a revised and updated schedule with each of their payment applications.
9. The Contractor shall provide an updated status report, noting any issues, with each of their payment applications.
10. Upon Project Manager's final review of Inventory and Assessment, the Contractor shall schedule any required additional site visits to address Inventory and Assessment deficiencies.
11. Before the Contractor's final payment and project closeout the Contractor shall provide:
 - a. A USB 3.0 thumb drive or USB 3.0 portable hard drive with:
 - i. All completed Inventory and Assessment forms.
 - ii. All completed properly labeled digital photographs.
 - iii. All completed 360-degree imaging (if awarded).
 - iv. A copy of the most current Image Management Platform, software, licensing, and administrative usernames and passwords (if awarded).
 - v. Copy of the most current standalone offline capable Image Management Platform software (if awarded).
 - b. The Contractor shall present the final completed Inventory and Assessment at AEA's office. AEA will provide large screen monitor and conference room for Contractors use.

2.02.2 Deliverables and Schedule

See section 2.04

2.02.3 Other Terms or Conditions

1. The Contractor will be available by telephone, email and in person to the project manager throughout the contract period.
2. The Contractor will be responsible for having all necessary equipment and other resources to perform the tasks.
3. Unless the Contractor provides written notice to the Project Manager, all work being performed will be considered within the scope of the contract. The Contractor will not be reimbursed for any additional work or time unless it is approved in advance by a written Amendment to this contract.

2.02.4 Photography and 360 Degree Imaging

2.02.4.1 Summary

Contractor shall provide the following:

1. Provide high-resolution digital photographs of the awarded communities' equipment as required in the **Attachment 6** Inventory and Assessment Form. The photographs shall be labeled consistently with a unique naming convention that indicates the community, specific equipment, and date. They shall be in the JPG format
2. Provide a 360 degree imaging and related image management platform of the awarded community's power plant (if awarded).
3. The priority for the 360-degree imaging is the interior equipment of the power plant. Exterior 360 degree imaging of the power plant is desired if budget allows.
4. Provide adequate 360 degree imaging to cover all equipment within the power plant. This will typically include both sides of each diesel engine generator set, isles in the generation room, fronts of switchgear, fronts of major equipment not previously captured in other 360-degree images, front of radiators, intermediate fuel tank, and each exterior wall and the front of the switchgear.
5. An example of 360 imaging within an image management platform of the Clarks Point and Port Heiden generation modules can be accessed via the web here:
<http://www.akenergyauthority.org/What-We-Do/Rural-Energy-Assistance/Rural-Power-System-Upgrade-Program/Powerhouse-Walkthrough>

2.02.4.2 Photography Equipment

1. Digital Photography
 - a. Digital Camera minimum sensor resolution of 12 megapixels.
 - b. Format 4000 by 3000 pixels with same aspect ratio as sensor
2. 360 Degree Imaging
 - a. Field of View: Camera shall be capable of producing photographs with a field of view of at least 360 by 270 degrees without fish eye distortion.

- b. Exposure Compensation: Camera shall be capable of compensating for extremes in photographic exposure due to challenging lighting situations via high-dynamic-range (HDR) imaging techniques.
- c. Quality: Final image files shall be no less than 50 megapixels and no more than 5 megabytes. Typically, this is accomplished by using a single camera with four (4) or more separate lenses and sensors.
- d. 360 imaging camera by Nctech iStar Fusion Lite, Insta360 Pro, or approved equal

2.02.4.3 Image Management Platform

1. The image management Platform will serve as a communication tool to connect power plant stakeholders using high-resolution 360-degree images of the physical plant.
 - a. The Platform provides access to a Virtual Reality Map (VR Map).
 - b. See **Photography Equipment** section for description of image requirements
2. The Platform shall be web-accessible via a secure login.
3. The Platform shall be capable of download for offline work for access within communities that do not have adequate internet access.
4. Changes or edits made within the Platform while in offline mode shall be capable of being saved back to the central VR Maps.
5. The Platform shall allow access to various users and stakeholders involved in the facility, examples are (but not limited to):
 - a. Operations & Maintenance Team
 - b. Inspectors
 - c. Construction Contractor
 - d. Architect & Engineering Designers
 - e. Owner's Engineer
 - f. Owner's Project Managers
 - g. Owner's Administrators
6. The Platform shall allow all users to provide edits or request edits of the VR Map. See **Collaboration** section for user collaboration description.
7. The Platform must have been in business for a minimum of 3 years with commercial and industrial users. Its main focus shall be providing 360-degree image management.
8. The first year of licensing, starting at the end of the project, for at least 10 users of the Platform must be included. Pricing for follow-on licensing shall be presented on in detail.
9. HoloBuilder or approved equal.

2.02.4.3 Platform Requirements

1. Security:
 - a. The Platform shall ensure secure storage of cloud-hosted data.
 - i. The Platform shall facilitate the distribution of individual user accounts with varying levels of permissions and compatibility with single sign-on.
 - ii. The Platform shall include not less than four levels of user access permissions:
 1. Read only.
 2. Read with edit-request privileges.
 3. Read and edit privileges.

4. Read, edit, and administrator privileges.
2. VR Map User Interface:
 - a. The Platform user interface shall allow navigation within the platform (e.g. VR Map, embedded documents, 3D models, URLs, etc.) of not greater than three levels of navigation away from the home screen.
 - b. VR Map Navigation: Software Platform shall provide a navigable 'VR Map' in a 3D virtual space via (but not limited to):
 - i. 3D scene-to-scene ground-level walkthrough mode
 - ii. 2D plan-view mode (overhead-view)
 - iii. 2D section-view mode, process and instrumentation diagrams (P&IDs), plots, and elevations.
 - iv. Software Platform shall provide time-series photography to document changes during construction or changes to the facility over time. Time series images shall be navigable in a side-by-side comparison mode alongside any other time-series images.
 - c. Embedded Information:
 - i. The Platform shall be capable of embedding additional information or links to information such as record documents, images, PDFs, URLs, videos, and 3D models; within the three-dimensional scene.
 - ii. Embedded information shall be accessible via graphic icons.
 - iii. Graphic icons to information links shall be customizable to match user preference.
 - iv. Software Platform shall provide icon-editing, capability to relocate 2D (or 3D) objects within the VR Map, and capability to edit or replace 2D (or 3D) objects within the VR Map.
 - d. Collaboration:
 - i. The Platform shall be capable of facilitating remote and in-person collaboration between facility stakeholders (designers, engineers, inspectors, maintenance and trades personnel, etc.) on various device platforms including (but not limited to): web, desktop, tablet, and mobile device platforms.
 - ii. The Platform shall allow all users to provide edits or request edits of the VR Map.
 - iii. The Platform shall enable users to provide text comments directly in the VR Map.
 - iv. The Platform shall be capable of providing higher-authority users a review privilege to supervise the publishing of lower-authority user comments.
 - v. Users shall be capable of providing links to additional documentation / information within the text comments.
 - vi. Users shall be capable of notifying another specific user or user-group of their comment within the VR Map.

4. Owner Training

The intention of the 360-degree image management platform is to be intuitive and as easy to use as a typical smartphone or tablet, for this reason minimal Owner Training is expected to be required. The Platform shall provide an extensive online help system and must have technical support personal during normal business hours.

2.02.5 Additional Services

Additional communities requiring Assessment and Inventories may be added to the Contract not to exceed \$1,000,000.00.

Any additional services are subject to AEA and the Contractor(s) negotiating an amendment to the contract(s).

SEC. 2.03 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately **November 24, 2019**, until completion, approximately **June 30, 2020**.

Unless otherwise provided in this RFP, the Authority and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

SEC. 2.04 DELIVERABLES

Below is a tentative contract schedule and deliverables based on a November 25, 2019 contract start date. Proposals should include a schedule that at a minimum identifies the deliverables noted, proposed start and completion dates by community category, and address any assumptions or expectations they have for the Authority.

Deliverable/Task	End
Initial Community site visit and I&A report	December 4, 2019
Accelerated final I &A data submission and presentation	January 31, 2020
Normal final I&A data submission and presentation	June 30, 2020
Project closeout & final invoice no later than	July 31, 2020

The Contractor shall provide separate pricing for an accelerated final deliverable completion schedule.

SEC. 2.05 CONTRACT TYPE

This contract is an **FIX FEE** contract. AEA intends to negotiate so as to maximize the total number of communities assessed based on the funds available.

SEC. 2.06 PROPOSED PAYMENT PROCEDURES

The Authority will make payments based on a negotiated payment schedule. Each billing must consist of an invoice, a revised schedule, updated status report noting any issues, and hard copy of completed Inventory and Assessments. The hard copy shall be submitted in a three ring binder, alphabetically by village name.

No payment will be made until the progress report and invoice has been approved by the project manager.

SEC. 2.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Executive Director of Alaska Energy Authority **or** the Director's designee. Under no conditions will the Authority be liable for the payment of any interest charges associated with the cost of the contract.

The Authority is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

SEC. 2.08 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed at the contractor's place of business.

The Authority **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

The Contractor will be expected to coordinate and gather information from various village utilities, and cooperatives throughout the State of Alaska.

The Contractor will participate in project meetings in Anchorage with AEA staff at the AEA office building.

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for the requested RFP scope of work (see attachment 5).

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the contracting officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the Authority to reject the proposal as non-responsive, or cancel the contract.

SEC. 2.09 THIRD-PARTY SERVICE PROVIDERS

N/A

SEC. 2.10 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience **SHALL** be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR MIMIMUM EXPERIENCE**.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the Authority's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the Authority to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

SEC. 2.11 JOINT VENTURES

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement that identifies the principals involved and their rights and responsibilities regarding performance and payment.

SEC. 2.12 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the Authority may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the Authority makes such an inspection, the contractor must provide reasonable assistance.

SEC. 2.13 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

SEC. 2.14 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the Authority may be grounds for the Authority to terminate the contract.

SEC. 2.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The Authority may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the Authority to terminate the contract. In this event, the Authority may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 2.16 LIQUIDATED DAMAGES

N/A

SEC. 2.17 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the project director has secured any required Authority approvals necessary for the amendment and issued a written contract amendment, approved by the Executive Director of Alaska Energy Authority or the Director's designee.

SEC. 2.18 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the Authority in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and

categorization guidelines provided by the Authority to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the Authority with written notice of the requested disclosure (to the extent such notice to the Authority is permitted by applicable law) and giving the Authority opportunity to review the request. If the contractor receives no objection from the Authority, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the Authority within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the Authority, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 2.19 INSURANCE REQUIREMENTS

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the Authority. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be set out in the offeror's proposal.

Denali Commission shall be named as an Additional Insured on the Liability Insurance Policy of the General Contractor.

SEC. 2.20 TERMINATION FOR DEFAULT

If the project director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the Authority may, by providing

written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the Authority's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. EXHIBITS**.

SECTION 3. PROPOSAL FORMAT AND CONTENT

SEC. 3.01 PROPOSAL FORMAT AND CONTENT

The Authority discourages overly lengthy and costly proposals, however, in order for the Authority to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

SEC. 3.02 INTRODUCTION

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the Authority should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 3.03 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule and Authority's expectations.

Offerors must provide comprehensive narrative statement that illustrate their understanding of the requirement of the digital photography requirements.

Offerors must provide comprehensive narrative statement that illustrate their understanding of the requirement of the 360-degree imaging requirements.

Offeror must provide understanding of the unique logistics of rural Alaska especially dealing with small plane air travel, local village transportation, local village accommodations, and weather.

SEC. 3.04 METHODOLOGY USED FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the Authority's project schedule.

Offerors must provide the extent of creating complete and accurate records of inventory and establishing the condition of power system infrastructure.

Offerors must provide a brief description of the methodology the firm committed to the contract.

SEC. 3.05 MANAGEMENT PLAN FOR THE PROJECT

Offerors must provide narrative on how they propose to meet the project schedule for both the accelerated and normal schedule.

Offerors must provide proposed schedules in Gantt chart format.

Offeror must provide list of current or future project the firm may have during the projects period of performance.

Offeror must provide capacity to reassign personnel, equipment, and facilities whenever the proposed contract would not require such capabilities or delayed. Does the offeror have the resources to deliver a quality Assessment and Inventory in the time allotted?

SEC. 3.06 EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,
- current certifications and professional memberships,
- resume, not longer than 1 page,
- Relevant work history with reference names and phone numbers,
- Specific relevant projects they were involved with and their role in those projects,
- location(s) where work will be performed,
- itemize the total cost and the number of estimated hours for each individual named above.

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed in the last five (5) years.

SEC. 3.07 COST PROPOSAL

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

SEC. 3.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS **100**

SEC. 4.01 UNDERSTANDING OF THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror demonstrated a thorough understanding of digital photography and 360 degree imaging requirements?
- 3) How well has the offeror identified pertinent issues and potential problems related to the project? What suggestions for addressing these problems.
- 4) To what degree has, the offeror demonstrated an understanding of the deliverables the Authority expects it to provide.
- 5) Has the offeror demonstrated an understanding of the Authority's time schedule and can meet it?
- 6) Had the offeror demonstrated an ability to work with the varied villages, tribal corporations, electric cooperatives, and utilities in rural Alaska?
- 7) Has the offeror demonstrated understanding of the unique logistics of rural Alaska especially dealing with small plane air travel, local village transportation, local village accommodations, and weather?
- 8) Has the offeror include their expectations of the Authority Project Manager, and other stakeholders or participants that may be involved in this process.

SEC. 4.02 METHODOLOGY USED FOR THE PROJECT (15%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology? Does it, depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?
- 4) Does the time schedule identify dates for key tasks, site visits, reports, and any meetings the firm would propose with AEA staff, partners, or participants?
- 5) Does the methodology the firm committed to the contract meet the schedule in the RFP? Was all communities included?
- 6) Does the offeror provide the extent of creating complete and accurate records of inventory and establishing the condition of power system infrastructure?

SEC. 4.03 MANAGEMENT PLAN FOR THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- 1) Did Offeror provide a narrative on how they propose to meet the project schedule for both the accelerated and normal schedule?
- 2) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 3) How well is accountability completely and clearly defined?
- 4) Is the organization of the project team clear?
- 5) How well does the management plan illustrate the lines of authority and communication?
- 6) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 7) Does it appear that the offeror can meet the schedule set out in the RFP?
- 8) Was the proposed schedule presented in the Gantt chart format?
- 9) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 10) To what degree is the proposal practical and feasible?
- 11) To what extent has, the offeror identified potential problems.
- 12) Has the offeror discuss other work or projects that the firm have or may have during the projects period of performance?
- 13) Does the Offeror have the capacity to reassign personnel, equipment, and facilities whenever the proposed contract would require such capabilities or risk being delayed.
- 14) To what extent has the offeror proven record of creating complete and accurate records of inventory and establishing the condition of power system infrastructure?

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (15%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Is the list of key project personnel, their position in the company, and what role they will have under this contract complete?
- c) Are resumes complete (section 3.06) and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

- d) How extensive is, the applicable education and experience of the personnel designated to work on the project.

2) Questions regarding the firm and subcontractor (if used):

- a) How well has the firm demonstrate experience conducting similar inventory and assessment projects?
- b) Has the firm provided a brief description of the type of project, tasks, and deliverables?
- c) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- d) How successful is the general history of the firm regarding timely and successful completion of projects?
- e) Has the firm provided a statement of expected availability of key personnel over the term of the contract? Is all the expertise in-house, through partnerships, or outsourcing?
- f) Has the firm provided letters of reference from previous clients? Are they positive? Has the firm provided a minimum of three (3) similar projects that the firm or subcontractor have completed in the last five (5) years?
- g) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror? How will the subcontractor relate to the firm, and what will the subcontractor role be in the contract?

SEC. 4.05 CONTRACT COST (40%)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 5.12.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 5.15.

SEC. 4.06 ALASKA OFFEROR PREFERENCE (10%)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION 5. GENERAL PROCESS INFORMATION

SEC. 5.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the Authority's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 5.03 SITE INSPECTION

The Authority may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the Authority

reasonable access to relevant portions of its work sites. Individuals designated by the contracting officer at the Authority's expense will make site inspection.

SEC. 5.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the contracting officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the contracting officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 5.05 DISCUSSIONS WITH OFFERORS

The Authority may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the contracting officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the contracting officer. Discussions, if held, will be after initial evaluation of proposals by the contracting officer or the PEC. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the contracting officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the contracting officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

SEC. 5.06 EVALUATION OF PROPOSALS

The contracting officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 5.07 CONTRACT NEGOTIATION

After final evaluation, the contracting officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items, which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the Authority may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the AEA conference room on the first floor of the in Anchorage, Alaska.

If the contract negotiations take place in Anchorage, Alaska, the offeror will be responsible for their travel and per diem expenses.

SEC. 5.08 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the Authority, after a good faith effort, simply cannot come to terms,

the Authority may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

SEC. 5.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the contracting officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

SEC. 5.10 PROTEST

AS 36.30.560 provides that, an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the contracting officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that, an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the contracting officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;

- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The contracting officer will issue a written response to the protest. The response will set out the contracting officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the contracting officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 5.11 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the **Department of Administration, Division of General Service's** web site:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the Authority to disallow the preference.**

Sec. 5.12 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Statement

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

SEC. 5.13 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

Alaska Veteran Preference Statement

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

SEC. 5.14 ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

SEC. 5.15 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

SEC. 5.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 40 points.

Offeror #2 receives 37.4 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = \mathbf{37.4}$$

Offeror #3 receives 33.7 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = \mathbf{33.7}$$

(b) ALASKA OFFEROR PREFERENCE

STEP 1

Determine the number of points available to qualifying offerors under this preference.

$$100 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska offerors preference} = 10 \text{ Points for the Preference}$$

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska offerors preference. For the purpose of this example, presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offerors Preference	10 points
Offeror #3	80 points	Alaska Offerors Preference	10 points

STEP 3

Add the applicable Alaska offerors preference amounts to the offeror’s scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	90 points	(80 points + 10 points)

STEP 4

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

SECTION 6. GENERAL LEGAL INFORMATION

SEC. 6.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the Authority's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in SECTION 7. EXHIBITS for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

SEC. 6.02 PROPOSAL AS A PART OF THE CONTRACT

Part or all of this RFP and the successful proposal may be incorporated into the contract.

SEC. 6.03 ADDITIONAL TERMS AND CONDITIONS

The Authority reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SEC. 6.04 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of Authority's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

Failure to comply with this requirement will cause the Authority to reject the proposal as non-responsive, or cancel the contract.

SEC. 6.05 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The contracting officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the Authority. If an offeror does so, the contracting officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;

- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the contracting officer.

The Authority reserves the right to refrain from making an award if it determines that to be in its best interest.

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 6.06 AUTHORITY NOT RESPONSIBLE FOR PREPARATION COSTS

The Authority will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

SEC. 6.07 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the Authority and may be returned only at the Authority's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the contracting officer does so, and if the contracting officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the contracting officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 6.08 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the contracting officer.

SEC. 6.09 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the Authority by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 6.10 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 6.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 6.05 RIGHT OF REJECTION**. However, if the Authority fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the Authority's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void.

After award of contract:

if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

if the Authority's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 6.12 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SEC. 6.13 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

SECTION 7.ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Cost Proposal
- 2) Proposal Evaluation Form
- 3) Standard Agreement Form - Appendix A
- 4) Appendix B1
- 5) Community List
- 6) Inventory Assessment Form
- 7) Alaska Industrial Development and Export Authority and Alaska Energy Authority Debarment Certification

ATTACHMENT 1: COST PROPOSAL

The purpose of the cost proposal is to provide a mechanism for offerors to submit project costs in a manner that AEA can evaluate and score (Inventory and Assessment Task 1 through 5) and then use to establish billing rates for the resultant contract.

In the event that it is determined that an Inventory and Assessment is not needed for a community or communities within any of the five (5) Tasks, the Proposer's price proposal will be adjusted accordingly. The following formula will be used to make the adjustment:

$$\frac{\text{(Proposer's all lump sum price)}}{\text{(Total Number of Communities in that Task)}} = \text{Total Cost Per Community}$$

The Total Cost Per Community will be subtracted from the Proposer's price proposal.

Cost proposal must include all costs required to perform the work as described, including but not limited to travel costs, labor, overhead, etc. all line must be completed. Offeror's failure to include a price in all lines may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

Cost proposal for Additive pricing for 360 degree imaging must include all costs required to perform the work as described, including but not limited to the requirements set out in sections 2.02.4.3 and 2.02.4.4

Actual costs for completing the contract will vary depending on the final negotiated contract terms and conditions.

If additional unanticipated work is required after contract award, it shall be performed at the hourly rate quoted below.

Any change in individual resources or sub-contractors after award will require approval by the Agency Project Manager.

Note: For Contract Cost evaluations purposes, aggregate of column A & B will be used.

RPS INVENTORY & ASSESSMENT

In order for the Offeror's price proposal to be considered responsive, all lines must be completed.

Task	Priority and Category	Community Quantity	Column A Lump Sum Pricing for Inventory and Assessment at Normal RFP Schedule	Column B Lump Sum Pricing for Inventory and Assessment at Accelerated Schedule	Additive Pricing for 360 Degree Imaging
1	The first priority for inventory and assessment category includes utilities that have required electrical emergency assistance multiple times in the last three years.	8	\$	\$	\$
2	The second priority for inventory and assessment category includes stand-alone utilities with one source of dispatch able prime power, and/or higher effective customer rates, and/or smaller annual kWh sales, and/or smaller local per resident tax revenues.	53	\$	\$	\$
3	The third priority for inventory and assessment category includes stand-alone utilities that have a lower effective customer rates, and/or more than one dispatch able prime power plant source for the community, and/or larger annual kWh sales, and/or larger local per resident tax revenues.	16	\$	\$	\$
4a	The fourth priority, part one, for inventory and assessment category includes larger utilities serving multiple communities, and/or with a larger skilled workforce capacity, and/or more than one dispatch able prime power plant source for the community, and/or greater access to capital.	41	\$	\$	\$
4b	The fourth priority, part two, for inventory and assessment category includes larger utilities serving multiple communities, and/or with a larger skilled workforce capacity, and/or more than one dispatch able prime power plant source for the community, and/or greater access to capital.	42	\$	\$	\$
5	The fifth priority for assessment and inventory category includes larger utilities serving multiple communities, and/or utilities purchasing power via a tieline, and/or no full time primary generation in the community, and/or with a larger skilled workforce capacity, and/or greater access to capital.	23	\$	\$	\$

Total Number of Communities 183

Subtotal of Column A \$ _____

Subtotal of Column B \$ _____

Aggregate Column A & B (used for evaluation)
(A+B ÷ 2) \$ _____

Subtotal of all 360 Imaging \$ _____

Hourly Rate \$ _____

Additional task categories and 360 degree imaging may be added per section 1.02 of the RFP depending on funding availability.

Name of Proposing Firm:
Offeror's Authorized Signature:
Name and Title of Authorized Signer:
Date:

ATTACHMENT 2: PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Offeror Name: _____
Evaluator Name: _____
Date of Review: _____
RFP Number: **20018**

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS **100**

5.01 Understanding of the Project—10 Percent

Maximum Point Value for this Section - 10 Points

100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
Did the offeror provided insight based on their understanding of what is required?

NOTES

- 2) How well has the offeror identified pertinent issues and potential problems related to the project? Did the offeror recommend on how to mitigate them?

NOTES:

- 3) How well has the offeror demonstrated a thorough understanding of digital photography and 360 degree imaging requirements?

NOTES:

- 4) To what degree has, the offeror demonstrated an understanding of the deliverables the Authority expects it to provide. Does the offeror understand the Authority’s expectations for the project and desired outcome?

NOTES:

- 5) Has the offeror demonstrated an understanding of the Authority’s time schedule and can meet it? Was any commitments from the offeror been to make the Authority’s work a priority?

NOTES:

- 6) Had the offeror demonstrated an ability to work with the varied villages, tribal corporations, electric cooperatives, and utilities in rural Alaska?

NOTES:

- 7) Has the offeror demonstrated understanding of the unique logistics of rural Alaska especially dealing with small plane air travel, local village transportation, local village accommodations, and weather?

NOTES:

- 8) Has the offeror include their expectations of the Authority Project Manager, and other stakeholders or participants that may be involved in this process.

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.01: _____

5.02 Methodology Used for the Project—15 Percent

Maximum Point Value for this Section - 15 Points

100 Points x 15 Percent =15 Points

Proposals will be evaluated against the questions set out below.

- 1) How comprehensive is the methodology? Does it depict a logical approach to fulfilling the requirements of the RFP?

NOTES:

- 2) How well does the methodology match and achieve the objectives set out in the RFP?

NOTES:

- 3) How well does the methodology interface with the time schedule in the proposal?

NOTES:

- 4) Does the time schedule identify dates for key tasks, site visits, reports, and any meetings the firm would propose with AEA staff, partners, or participants?

NOTES:

- 5) Does the methodology the firm committed to the contract meet the schedule in the RFP? Was all the communities included?

NOTES:

- 6) Does the offeror provide the extent of creating complete and accurate records of inventory and establishing the condition of power system infrastructure?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.02: _____

5.03 Management Plan for the Project—10 Percent

Maximum Point Value for this Section - 10 Points

100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

- 1) Did Offeror provide a narrative on how they propose to meet the project schedule for both the accelerated and normal schedule?

NOTES:

- 2) How well is accountability completely and clearly defined?

NOTES:

- 3) Is the organization of the project team clear? Does the offeror have the resources to deliver a quality Assessment and Inventory in the time allotted?

NOTES:

- 4) How well does the management plan illustrate the lines of authority and communication?

NOTES:

- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

NOTES:

6) Does it appear that offeror can meet the schedule set out in the RFP?

NOTES:

7) Did the proposed schedule use the Gantt chart format?

NOTES:

8) Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES:

9) To what degree is the proposal practical and feasible?

NOTES:

10) To what extent has the offeror identified potential problems.

NOTES:

11) Has the offeror discuss other work or projects that the firm have or may have during the projects period of performance?

NOTES:

- 12) Doer the Offeror have the capacity to reassign personnel, equipment, and facilities whenever the proposed contract would not require such capabilities or delayed.

NOTES:

- 13) To what extent has the offeror proven record of creating complete and accurate records of inventory and establishing the condition of power system infrastructure?

NOTES:

- 14) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.03: _____

5.04 Experience and Qualifications—15 Percent

Maximum Point Value for this Section - 15 Points

100 Points x 15 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

1) Questions regarding the personnel.

- a) Do the individuals assigned to the project have experience on similar projects?

NOTES:

- b) Is the list of key project personnel, their position in the company, what role they will have under this contract complete?

NOTES:

- c) Are resumes complete, and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

NOTES:

- c) How extensive is the applicable education, and the experience of the personnel designated to work on the project?

NOTES:

2) Questions regarding the firm.

- a) Has the firm demonstrated the experience conducting similar inventory and assessment projects? Has the firm provided a minimum of three (3) similar projects that the firm or subcontractor have completed in the last five (5) years?

NOTES:

- b) Has the firm provided a brief description of the type of project, tasks, and deliverables?

NOTES:

- c) How well has the firm demonstrated experience in completing similar projects on time and within budget?

NOTES:

- b) How successful is the general history of the firm regarding timely and successful completion of projects?

NOTES:

- c) Has the firm provided a statement of expected availability of key personnel over the term of the contract? Is all the expertise in-house, through partnerships, or outsourcing?

NOTES:

- d) Has the firm provided letters of reference from previous clients? Are the references positive?

NOTES:

- e) If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror? How will the subcontractor relate to the firm, and what will the subcontractor role be in the contract?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.04: _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS: _____

5.05 Contract Cost — 40 PERCENT

Maximum Point Value for this Section — 40 Points

100 Points x 40 PERCENT = 40 Points

Overall, a minimum of **40** percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under **SECTION 5.11**.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in **SECTION 5.15**.

5.06 Alaska Offeror Preference — 10 Percent

Point Value for this Section — 10 Points

100 Points x 10 Percent = 10 Points

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.