

# ALASKA ENERGY AUTHORITY

## Alaska Energy Authority (AEA)

### Request for Proposals (RFP)

RFP # 21028

Date of Issue: **August 20, 2020**

RFP Title: AK Intertie Snow Load Monitoring System

The Alaska Energy Authority (AEA) is soliciting proposals for a Contractor to perform snow patrols, weather reporting, and maintenance of the Alaska Intertie Snow Load Monitoring System. The tasks include Routine Maintenance (TASK 1), Battery Replacement (Task 2), Automatic Alaska-Intertie Snow Conditions Patrols (Task 3), Call out directed by ML&P dispatcher (Task 4), and Daily Weather Reporting (Task 5).

Offerors Are Not Required To Return This Form.

**Important Notice:** If you downloaded this solicitation from the AEA's Website, 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](http://www.AIDEA.org) and provide the project name & number, company name & contact person, address, phone number & fax number.

Lois Lemus

**Contracting Officer**

**Alaska Industrial Development and Export Authority and  
Alaska Energy Authority**

Phone: 907.771.3909

Fax: 907.771.3044

Email: [llemus@aidea.org](mailto:llemus@aidea.org)

## **Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals**

Offerors must submit five hard copy, and one via electronic file on a flash drive of their proposal, in writing, to the contracting officer in a sealed envelope. It must be addressed as follows:

Alaska Energy Authority  
Attention:  
Informal Request for Proposal (RFP) Number:  
RFP Title: **AK Intertie Snow Load Monitoring System**  
813 West Northern Lights Blvd.  
Anchorage, AK 99503

If using U.S. mail and delivery service, please use the above address.

Proposals must be received no later than 2:00 P.M., Alaska Time on **September 11, 2020**

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

All questions concerning this RFP must be directed to the contracting officer:

CONTRACTING OFFICER: – PHONE **907-771.3909** - FAX **907-771.3044** - TDD **907-456-3412**

### **Purpose of the RFP**

The Alaska Energy Authority (AEA) is soliciting proposals for a Contractor to perform snow patrols, weather reporting, and maintenance of the Alaska Intertie Snow Load Monitoring System. The tasks include Routine Maintenance (TASK 1), Battery Replacement (Task 2), Automatic Alaska-Intertie Snow Conditions Patrols (Task 3), Call out directed by ML&P dispatcher (Task 4), and Daily Weather Reporting (Task 5).

### **Contract Type**

This contract is **FIX FEE AND TIME AND MATERIALS.**

### **Contract Budget**

AEA, estimates a combined overall Not-to-Exceed total is between 90,000.00 and \$100,000.00 for the initial period. Total contract value not to exceed \$400,000.00

This RFP is a State funded project.

Payment for the contract is subject to funds already appropriated and identified for the first contract period. Additional years will be contingent upon legislative appropriation or the Intertie budget.

### **Contract Term and Work Schedule**

The contract term and work schedule set out herein represents the Authority's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the contract will still expire on June 30<sup>th</sup>, 2021.

The length of the contract will be from the date of award, approximately **October 1, 2020**, through **June 30, 2021 with five one-year optional renewals to be exercised at the discretion of by the Authority.**

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.

The approximate contract schedule is as follows:

- Issue RFP *August 20, 2020*
- Pre-proposal conference on *August 26 at 2:00PM*
- Deadline for Questions *September 3, 2020*
- Deadline for Receipt of Proposals *September 11, 2020*
- Contract start *October 1, 2020*

## **Location of Work**

The location(s) the work is to be performed, completed and managed for this project will be Willow to Healy.

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

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 this requirement or to obtain a waiver may cause the Authority to reject the proposal as non-responsive, or cancel the contract.

## **Prior Experience**

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

Offers are to provide minimum prior experience under “Relevant Experience and Qualifications”.

1. Three years experience inspecting Alaska Railbelt transmission lines
2. Three years experience operating and maintaining battery-powered equipment
3. Three years experience traveling by snowmachine in non-road areas of Alaska

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

## **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 **PRIOR 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.

## Joint Ventures

Joint ventures will not be allowed.

## Pre-proposal Conference

A pre-proposal conference will be held at **2:00PM**, Alaska Time, on August 26, 2020 by teleconference. Due to the COVID-19 the pre-proposal meeting will be conducted telephonically. Potential Offerors may attend telephonically by calling 1-888-585-9008, when prompted enter 508-917-314#. If calling in, please be respectful of other callers and call from a phone that can be muted so as to cancel out background noise and the possibility of feedback. Contact the Contracting Officer, Lois Lemus, at (907) 771-3909 for more information.

The purpose of the conference is to discuss the work to be performed with the prospective offerors and 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 teleconference.

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.

## Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the contracting officer identified in this RFP. 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 September 3, 2020 at 1:30 pm Alaska prevailing time.**

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

If an amendment is issued, it will be provided to all who were provided a copy of the RFP and to those who have registered with the contracting officer after receiving the RFP from the State of Alaska Online Public Notice web site.

## 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.

## Alternate Proposals

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830, alternate proposals (proposals that offer something different than what is asked for) will be rejected.

## **Evaluation of Proposals**

Proposals will be evaluated based on the evaluation factors set out in this RFP. 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.

## **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.

## **Federal Requirements**

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

## **Contract Approval**

This RFP does not, by itself, obligate the Authority. The Authority's obligation will commence when the Executive Director of Alaska Energy Authority or the Executive Director's designee approves the contract. 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.

## **Proposed Payment Procedures**

The Authority will make payments based on a negotiated payment schedule. Each billing must consist of an invoice, documentation and travel expenses. No payment will be made until the progress report and invoice has been approved by the project director.

## **Contract Payment**

No payment will be made until the Executive Director of Alaska Energy Authority or the Director's designee approves the contract. 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.

## **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.

## **Contract Changes - 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 and cannot exceed the small procurement limits established under AS 36.30.320.

When additional work is required, the Authority will provide the contractor a 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 contracting officer has secured any required Authority approvals necessary for the amendment and a written contract amendment or NTP has been issued.

## 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.

## 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.

### 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:

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

### 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.**

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

**Offeror #3 receives 33.7 points.**

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

## (b) ALASKA OFFEROR PREFERENCE

### STEP 1

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

100 Total Points Available in RFP x 10% Alaska offerors preference = 10 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)
<b>Offeror #3</b>	<b>90 points</b>	<b>(80 points + 10 points)</b>

### STEP 4

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

## 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 Preference 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 state'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.

## Standard Contract Provisions

The contractor will be required to sign and submit the attached Authority's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). 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.

## **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.

## **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 prior to the deadline for receipt of proposals. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of an offeror's proposal 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, prior to the deadline for receipt of proposals.

## **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.**

## **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 prior to the deadline for receipt of proposals.

## **Authority Not Responsible for Preparation Costs**

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



## 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 that 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 an Award or Notice of 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. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

## 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 opening date.

## 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 section, the Authority reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

## 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 Curtis Thayer 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.

## 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.

## **Disputes**

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

## **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.

## **Supplemental Terms and Conditions**

Proposals must comply with **Right of Rejection** section. 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:

- a) 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
- b) 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.

## **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.

## **Formula Used to Convert Cost to Points**

The distribution of points based on cost will be determined by the method set out below. The lowest cost proposal will receive the maximum number of points allocated to cost.

Cost will be converted to points using the following formula:

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

## **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.

## **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.

## **Notice of Award (NOA) — Offeror Notification of Selection**

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

## **Protest**

2 AAC 12.695 provides that an interested party may protest the content of the RFP or the award of a contract.

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."

An interested party must first attempt to informally resolve the dispute with the contracting officer. If that attempt is unsuccessful, the interested party may file a written protest. The written protest must be filed with the Executive Director of Alaska Energy Authority of the purchasing agency or the Director's designee. The protester must also file a copy of the protest with the contracting officer. A protester must have submitted a proposal in order to have sufficient standing to protest the award of a contract. Written protests must include the following information:

- a. the name, address, and telephone number of the protester;
- b. the signature of the protester or the protester's representative;
- c. identification of the contracting agency and the solicitation or contract at issue;
- d. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- e. the form of relief requested.

If the protestor agrees, the Executive Director of Alaska Energy Authority of the purchasing department or the Director's designee may assign the protest to the contracting officer or other Authority official for alternate dispute resolution. In other cases, the Executive Director of Alaska Energy Authority or the Director's designee may issue a decision sustaining or denying the protest, or may conduct a hearing using procedures set out in AS 36.30.670(b).

A written protest of the content of the solicitation must be received by the Executive Director of Alaska Energy Authority or Director's designee prior to the deadline for receipt of proposals. A written protest of the award of a contract must be received by the Executive Director of Alaska Energy Authority or Director's designee within ten days after the date the Notice of Award is issued.

## **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 Authority 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).

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.

## Background Information

The Alaska Intertie transmission line is a 170-mile long, 345kV transmission line between Willow and Healy that is owned by AEA and operates at 138 kV. The project includes transmission towers and conductors, transformers at the Healy and Teeland Substations, and system stability devices at three locations that are necessary to allow the Railbelt Utilities to remain interconnected.

**Purpose:** The purpose of the Alaska Intertie is to interconnect GVEA, the regulated utility that serves areas north of the Alaska Range, with south central Alaska Utilities. Although the Alaska Intertie allows resources north and south of the range to be shared to improve reliability, the GVEA storage battery and generation resources have been used to send emergency power south at times to minimize catastrophic network wide outages.

**Source of Funds:** The Intertie was built in the mid-1980s with State of Alaska appropriations totaling \$124 million. As a result of the state funds there is no debt associated with this asset.

**Participants:** The operation of the Intertie is governed by the Alaska Intertie Agreement entered into in 1985 and amended in 1991. The parties to this original agreement were AEA (formerly Alaska Power Authority), ML&P, CEA, Alaska Municipal Utilities System, GVEA, and the Alaska Electric Generation and Transmission Cooperative (AEG&T was comprised of Matanuska Electric Association and Homer Electric Association). As discussed in the current status, the Alaska Intertie Agreement was amended and restated in 2011, and there are now five parties to the agreement: AEA, GVEA, ML&P, MEA, and Chugach.

**Benefits:** A 1981 cost/benefit analysis indicated that substantial energy cost savings would result from the construction of an intertie allowing the exchange of economy energy and the sharing of reserve generation capacity between the Anchorage and Fairbanks load centers. Although the anticipated yearly monetary benefit was originally estimated to be \$17 million per year, GVEA ratepayers achieved savings in excess of \$52 million in 2012.

**Additional Background:** AEA has agreements with participating utilities to assure the Alaska Intertie operates with prudent maintenance and operation by utilities. ML&P is the southern region operator and GVEA is the northern region operator. MEA and GVEA maintain the intertie in the southern and northern region respectively.

AEA serves as financial administrator, providing basic accounting services to establish a cost-based wheeling rate that is trued up each year. AEA collects payments from Intertie users and pays expenses, including reimbursement costs incurred by the two operators of the line, ML&P and GVEA, and the three maintenance contractors, MEA, CEA, and GVEA.

## Scope of Work

The Contractor shall perform the following:

### **TASK 1: Routine Maintenance**

Routine maintenance of the Alaska Intertie's Snow Load Monitoring system (SLMS) shall be completed periodically. The SLMS service will require adjustments periodically as well as an annual preventive maintenance with system backup. The Contractor shall monitor the equipment through the use of the HMI to look for potential problems with the system.

Maintenance shall include the following:

1. Update application to remove locations that have been abandoned due to failed load cells.
2. Review current system settings and determine if enhanced security measures are appropriate.
3. Clean out computer and back up files.
4. Monitor towers weekly for equipment anomalies and possible issues (January through June)
5. Other duties as identified through communication between Contractor and ML&P dispatcher.

### **TASK 2: Battery Replacement**

Batteries at five towers shall be replaced every winter. Batteries shall be purchased by owner and readily accessible and/or delivered FOB to contractor's storage area. Be advised that it may be necessary to utilize aircraft to get to some of these battery locations. Also Note that a

list of the towers historic battery replacement's must be reviewed to determine which 5 towers for each fiscal year must be replaced. A list of batteries to be replaced at which towers shall be developed and submitted to Intertie Operator (ML&P) for approval each fiscal year.

**TASK 3:** Automatic Alaska-Intertie Snow Conditions Patrols

The Contractor shall automatically initiate snow patrols when two inches or more of new snow is recorded in Talkeetna. The patrol shall consist of traveling by snow machine over the line section from Tower 5, near Willow to tower number 231, which is approximately 6 miles north of the Talkeetna River. If the Talkeetna River is not safe to cross, the patrol will be from tower 5 to tower 191. This is approximately 75 miles of right-of-way and may require several days to complete. Conditions will be observed at 24 locations (corresponding to existing monitoring stations as shown on the attached map (Attachments A-C)) along the intertie. Snow accumulation will be observed on the transmission line, the static line and towers.

The patrol shall perform the following functions:

1. Note any snow or ice accumulation on the conductors, static wire or towers.
2. Document required information on the data sheet (attachment D). Information will include climatological data and line conditions (especially snow loadings).
3. Photographs will be taken showing typical conditions along the line. Photographs will also be required at each lower station if snow or ice accumulation exceeds 2 inches. The photographs shall be logged sequentially by date, time and picture number.
4. Note any areas of reduced ground clearance and document conditions.
5. Immediately notify the Municipal Light & Power (ML&P) dispatcher by radio or cell phone if there is less than a minimum of 22 feet vertical clearance between the surface of the conductor and the top of the snow pack (24 feet over a road), or a minimum of 11 feet horizontal clearance, or where any perceived safety issue is noticed or developing. The notification shall include a description of conditions, location and time of observation.
6. Data will be provided to ML&P for development of a report on snow conditions, which is required for the snow monitoring system being operated by ML&P

**TASK 4:** Call out directed by ML&P dispatcher

When there is considerable accumulation of snow on the towers, conductors or static wire, additional patrols may be directed by the ML&P dispatcher. A patrol may be required immediately after a storm. The patrol shall be directed to observe current conditions, similar to information stated above for the automatic patrols, and report these conditions immediately to the ML&P dispatcher.

**TASK 5:** Daily Weather Reporting

From November 1 to May 15 each year, the Contractor shall determine the amount of snowfall on a daily basis by checking the following 2 web-sites:

The NOAA web-site measurement at the Talkeetna airport:

<http://weather.noaa.gov/weather/current/PATK.html>

The NCRS web-site snowfall measurement at the Susitna High School:

<http://www.wcc.nrcs.usda.gov/nwcc/sntl-data0000.jsp?site=967&days=7&state=AK>

The Contractor shall keep a record of the results on an excel spreadsheet for submittal each month.

The Contractor shall report the results daily to the ML&P dispatcher by email as well as whether a snow patrol will be initiated for that day. Copies of daily emails will also be sent to others as directed by AEA.

Reporting, Invoicing and Management

The ML&P dispatcher will provide daily oversight of the contractor's activities as documented in this Scope of Work. The ML&P dispatcher will approve the invoices and will forward approved invoices to AEA for payment. AEA and ML&P will report results to the Alaska Intertie Operating Committee. The Alaska Intertie Operating Committee will ultimately oversee and manage the contract and all related activities.

## **Deliverables**

Per the task descriptions above.

## **Proposal Format and Content**

In order for the Authority to evaluate proposals fairly and completely, offerors must provide all information requested. 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 also 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.

## **Cost Proposal**

Cost proposals is fixed fee and time and materials.

## **Evaluation Criteria and Contractor Selection**

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out below.

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.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the RFP in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

Proposals will be evaluated against the questions set out in the Proposal Evaluation Form.

## **ATTACHMENTS**

### *Attachments*

1. Attachment A – Maps of the Tower Locations (The attached topo maps depict the locations of SLMS towers #79 – 231. The remaining SLMS towers, #5 – 69, are located along the Intertie ROW between Willow and Talkeetna.
2. Attachment B – Report Form



# COST PROPOSAL

Note: The purpose of the cost formula is to provide a mechanism for offerors to submit project costs in a manner that AEA can evaluate and score and then use to establish billing rates for the resultant contract.

**TASK 1:** Routine Maintenance of SMLS:

250 HRS (Estimated yearly hour total) x \$\_\_\_\_\_ = \$\_\_\_\_\_ (Time and Materials)

**TASK 2:** Battery Replacement:

Cost per tower \$\_\_\_\_\_ X 5 Towers = \$\_\_\_\_\_ (Fixed Price)

**TASK 3:** Automatic Alaska-Intertie Snow Conditions Patrols (Per day):

Cost per Patrols \$\_\_\_\_\_ x 2 callouts = \$\_\_\_\_\_ (Fixed Price)

**TASK 4:** Call out directed by ML&P dispatcher (Per day):

Cost per Patrols \$\_\_\_\_\_ x 2 callouts = \$\_\_\_\_\_ (Fixed Price)

**TASK 5:** Daily Weather Reporting:

Cost per month \$\_\_\_\_\_ x 6.5 months = \$\_\_\_\_\_ (Fixed Price)

Total Cost for First Performance Period \$\_\_\_\_\_

**Travel Expenses**

Contractor's employees on travel status will be compensated for food and lodging expenses in accordance with the State of Alaska Admin Manual for Travel (AAM 60 Sections 200, 220, 240, 250, and 260). In determining M&IE Rates contractors will use the XE schedules. Links to current State of Alaska Travel policy can be found at <http://doa.alaska.gov/dof/travel/index.html> Click on AAM60 for a direct link to the Admin Manual. A direct link to the State of Alaska Per Diem Rates as of 7/1/2013 can be found at: <http://doa.alaska.gov/dof/travel/resource/rates.pdf>.

**This page must be completed and submitted with all offers and received by the Authority at the time and date set for receipt of proposals.**

# PROPOSAL EVALUATION FORM

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

Person or Firm Name \_\_\_\_\_

Name of Proposal Evaluation (PEC) Member \_\_\_\_\_

Date of Review \_\_\_\_\_

RFP Number \_\_\_\_\_

## EVALUATION CRITERIA AND SCORING

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

### **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.

[a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[b] How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[c] To what degree has the offeror demonstrated an understanding of the deliverables the Authority expects it to provide?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[d] Has the offeror demonstrated an understanding of the Authority's time schedule and can meet it?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR UNDERSTANDING OF THE PROJECT:** \_\_\_\_\_

## **Methodology Used for the Project - 5 Percent**

Maximum Point Value for this Section - 5 Points  
100 Points x 5 Percent = 5 Points

Proposals will be evaluated against the questions set out below.

[a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[b] How well does the methodology match and achieve the objectives set out in the RFP?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[c] Does the methodology interface with the time schedule in the proposal?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR METHODOLOGY:** \_\_\_\_\_

## **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.

[a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[b] How well is accountability completely and clearly defined?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[c] Is the organization of the project team clear?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[d] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[f] Does it appear that offeror can meet the schedule set out in the RFP?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[h] To what degree is the proposal practical and feasible?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[i] To what extent has the offeror identified potential problems?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR MANAGEMENT PLAN:** \_\_\_\_\_

## **Experience and Qualifications - 25 Percent**

Maximum Point Value for this Section - 25 Points  
100 Points x 25 Percent = 25 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

[a] Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES \_\_\_\_\_

---

Questions regarding the firm.

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES \_\_\_\_\_

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[e] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES \_\_\_\_\_

---

[f] Has the firm provided letters of reference from previous clients?

EVALUATOR'S NOTES \_\_\_\_\_

---

[g] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES \_\_\_\_\_

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**EVALUATOR'S POINT TOTAL FOR EXPERIENCE AND QUALIFICATIONS:** \_\_\_\_\_

### **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 preferences.

#### **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 the solicitation.

**EVALUATOR'S POINT TOTAL FOR CONTRACT COST:** \_\_\_\_\_

### **Alaska Offeror Preference - 10 Percent**

Alaska bidders receive a 10 percent overall evaluation point preference.  
Point value for Alaska bidders in 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.

**EVALUATOR'S POINT TOTAL FOR ALASKA OFFEROR PREFERENCE:** \_\_\_\_\_

**EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS:** \_\_\_\_\_  
**STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES**

1. Agency Contract Number	2. Description of Professional Services	3. Solicitation No.	4. Agency Encumbrance Number
5. Vendor Contact Information			6. Alaska Business License Number
<b>This contract is between the</b>			
7. <b>Alaska Energy Authority</b>			hereafter the Authorities AEA, and
8. Contractor			hereafter the Contractor
Mailing Address		City	ST ZIP
<p>9.</p> <p><b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 20, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the Contractor.</p> <p><b>ARTICLE 3. Period of Performance:</b> _____ through ..</p> <p><b>ARTICLE 4. Considerations:</b></p> <p>4.1 In full consideration of the Contractor's performance under this contract, the sum shall not exceed \$<u>XXX</u> in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the Contractor shall refer to the Authorities' Contract Number and send the billing to:</p>			
<p>11. <b>Alaska Energy Authority</b>              813 West Northern Lights              Anchorage, Alaska 99503              Email: <a href="mailto:AEAPayables@aidea.org">AEAPayables@aidea.org</a></p>		<p>14. <b>CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
<b>12. CONTRACTOR</b>			
Name of Firm			
Signature of Authorized Representative		Date	
Printed Name and Title of Authorized Representative			
<b>13. AUTHORITIES</b>			
AEA			
		Signature of Authority Procurement Officer or Designee	Date

		Lex Sargento, Chief Procurement Officer
Signature of Authority Executive Director	Date	Project Manager: Devany Plentovich Email: <a href="mailto:dplentovich@akenergyauthority.org">dplentovich@akenergyauthority.org</a> PH: (907) 771-3068
Curtis Thayer, AEA Executive Director		

**NOTICE: This contract has no effect until signed by the Authorities Executive Director and Procurement Officer or designee(s).**

## **APPENDIX A - GENERAL PROVISIONS AND STANDARD CONTRACT TERMS**

### **ARTICLE 1 DEFINITIONS**

- 1.1 In this contract and appendices, "Agency Head" means the Executive Director who signs this contract on behalf of the Authority and includes a successor or authorized representative; and "Procurement Officer" means the Authority's procurement officer named on page 1, or his successor.
- 1.2 "Authority" means the Alaska Energy Authority for which this contract is to be performed and for which the Executive Director or Authorized Designee acted in signing this contract.

### **ARTICLE 2 INSPECTION AND REPORTS**

- 2.1 The Authority may inspect, in the manner and at reasonable times it considers appropriate, all the Contractor's facilities and activities under this contract.
- 2.2 The Contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

### **Article 3 Disputes**

- 3.1 Any dispute arising under this contract not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

### **ARTICLE 4 EQUAL EMPLOYMENT OPPORTUNITY**

- 4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, and marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The Contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, and marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the Contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The Contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "Contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.

- 4.5 The Contractor shall cooperate fully with State efforts that seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of the contract.

**ARTICLE 5  
TERMINATION**

The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Authority. The Authority is liable only for payment in accordance with the payment provisions of this contract for costs incurred before the effective date of termination.

**ARTICLE 6 NO ASSIGNMENT OR  
DELEGATION**

The Contractor may not assign, novate, or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Authority.

**ARTICLE 7 NO ADDITIONAL WORK OR  
MATERIAL**

No claim for additional services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

**ARTICLE 8 INDEPENDENT  
CONTRACTOR**

The Contractor and any agents and employees of the Contractor act in an independent capacity and are not officers or employees or agents of the Authority in the performance of this contract.

**ARTICLE  
9 N/A**

**ARTICLE 10 OWNERSHIP OF  
DOCUMENTS**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this contract for the Authority or delivered to the Authority are produced for hire and remain the sole property of the Authority and may be used by the Authority for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim

under the design patent or copyright laws. The Contractor, for a period of three years after final payment under this contract, shall furnish

and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the Contractor may retain copies of all the materials.



**ARTICLE 11 GOVERNING  
LAW**

This contract is governed by the laws of the State of Alaska. Subject to the dispute resolution process provided for in Article 3 above, all actions concerning this contract shall be brought in the Superior Court of the State of Alaska and not elsewhere. The Contractor consents to the jurisdiction of the Superior Court of the State of Alaska.

**ARTICLE 12 CONFLICTING  
PROVISIONS**

Unless specifically amended and approved by the Department of Law, the General Provisions of this contract supersede any provisions in other appendices.

**ARTICLE 13 OFFICIALS NOT TO  
BENEFIT**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

**ARTICLE 14 COVENANT AGAINST CONTINGENT  
FEES**

The Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the Contractor for the purpose of securing business. For the breach or violation of this warranty, the Authority may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

**Article 15 Contract for Similar  
Services**

The Authority may contract for similar services from other contractors during the term of this contract.

**ARTICLE 16 CONFLICT OF  
INTEREST**

Promptly after execution of this contract, Contractor shall provide a statement indicating whether or not the firm or any individual working on the contract has a possible conflict of interest. If there is a conflict of interest or appearance of such a conflict, a brief description of the nature of the conflict must be included in the statement. The Authority will evaluate the nature of the conflict, Contractor's statement, and make a determination whether in its opinion a conflict of interest exists. This decision shall be made solely in the Authority's best interest. If a conflict of interest is discovered after contract award, the Authority, after review of the facts surrounding the conflict, may terminate the contract in its entirety.

**ARTICLE 17  
SUBCONTRACTORS**

Contractor may subcontract portions of specific work or offer the services of other firms. The Contractor will be required to submit the names and addresses and other required information of all subcontractors. If subcontractors are added in order to respond to a specific work order the contractor will be required to provide information about the subcontractor with their work order proposal.

The Contractor must submit proof of proposed subcontractors' Alaska business licenses and insurance for those businesses working in Alaska within a reasonable time after this contract is executed.

If Contractor proposes to accomplish more than 50% of the work through subcontractors, they must provide a written statement that they are not operating as a joint venture with the other contractors and will be solely responsible for all work products, profits, and losses, as they relate to the performance of this contract. The Authority may terminate the contract in its entirety for any failure to comply with the preceding sentence.

**ARTICLE 18  
INTEGRATION**

The Standard Agreement for Professional Services set out on page 1, together with Appendices A, B, C, and D, contain the complete and final statement of the terms the parties have agreed upon with respect to the subject matter covered. No prior agreements, representations or negotiations, whether written or oral, that are not expressly set out in this contract shall be binding on, or enforceable against, or may be relied upon by, any party.

**ARTICLE 19 FORCE  
MAJEURE**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**ARTICLE 20 CONTRACTOR’S SIGNATURE CERTIFIES  
THAT:**

- 1) all services provided under this contract by the Contractor shall be performed in the United States; and
- 2) the Contractor is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State’s Trafficking in Persons Report.

The most recent United States Department of State’s Trafficking in Persons Report is located at the following website:  
<http://www.state.gov/g/tip/> Failure to comply with (a) or (b) of this requirement will cause AEA to cancel the contract.

**APPENDIX B<sup>1</sup>****INDEMNITY AND INSURANCE****Article 1. Indemnification**

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

**Article 2. Insurance**

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

**2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

**2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**APPENDIX B<sup>2</sup>**

**INDEMNITY AND INSURANCE**

**Article 1. Indemnification**

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

**Article 2. Insurance**

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

**2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

**2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**2.4 Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

<b>Contract Amount</b>	<b>Minimum Required Limits</b>
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

<b>NOTICE TO PROCEED</b>				NTP No: #REF! Agreement No: #REF! Accounting Ref No.: #REF! Contract Expiration Date: #REF! Contract Authorization to: #REF! NTP Completion Date: #REF! Amount of this NTP/Amend.: #REF! Method of Payment: #REF!		
ALASKA ENERGY AUTHORITY & <b>BILLING SUMMARY</b> For: #REF! #REF! #REF!						
Contractor: #REF! Project Title: #REF! Category of Services: #REF!						
<b>NOTICE TO PROCEED</b>						
<b>BILLING SUMMARY</b>						
This Invoice is for [ ] Progress [ OR] Final Payment OR Sequential Invoice # for this [						
GL Account Code	Funding Exp. Date	Authorized Task Groups	Authorized To - Date	Prior Approved Paymen	This Billing	Total To - Date
<b>Total Amount Authorized for All Groups</b>			<b>\$0.00</b>			
<b>Sum of Prior APPROVED Payments</b>				<b>0.00</b>		
<b>Sum for THIS INVOICE</b>					<b>0.00</b>	
<b>Sum of Prior Payments and this Invoice</b>						<b>0.00</b>
<b>Balance of Authorized Amount</b>						<b>\$0.00</b>
Department of Labor Close-Out Required? (Construction)				<b>Payment Request &amp; Certification: (Contractor)</b>		
				Signature	Date	
Name: #REF!				Name: #REF!		
<b>Approval for Payment</b>						
PAYMENT RECOMMENDED (Agency Project Manager): I certify this invoice to be valid and accurate and that services were performed substantially in conformance with the contract requirements and schedule.				PAYMENT APPROVED (Authorized Agency Official): Based upon the Project Manager's recommendation and certification, I hereby approve payment.		
Signature				Signature		
Date				Date		
Name: #REF!				Name:		

**INSTRUCTIONS TO CONTRACTOR for  
COST REIMBURSEMENT NOTICE TO PROCEED (NTP)  
& BILLING SUMMARY**

- 1 Retain an unmarked, as issued, copy of this form to be used for reproduction and billing.
- 2 If this NTP is unacceptable, notify the Contracting Agency immediately. If acceptable, acknowledge by signature where indicated on a copy of this NTP and return it within ten days after your receipt.
- 3 Submit monthly Invoices to the Agency Contract Manager named in this NTP. Provide a copy of page one of this form as the FACE PAGE of each invoice submitted and with the following entries accurately completed:
  - a) Indicate if the Invoice is for Progress or Final Payment and show the Sequential Invoice Number for this NTP.  
  
Entries in the following columns: Prior Approved Payments, This Billing, and Total to Date for each Task Group;
  - b) plus the SUM TOTALS for: Authorized To - Date, Prior APPROVED Payments, THIS INVOICE, Prior Payments plus this Invoice, and Balance of Authorized Amount.

Note "Prior APPROVED Payments" amounts may NOT be the same as the total of all your prior invoices if some items were disallowed or adjustments were made. If a prior billing has not been acknowledged with any payment, or a different amount from your billing was paid without notification to you of the reason(s), attach a request for an explanation and remedial action.

4 Sign, date and enter printed or typed name under "PAYMENT REQUEST (Contractor)" thereby attesting to the following:

"By signature on this form, the Contractor certifies entries to be true and correct for the services performed to date under or by virtue of said Agreement and in accordance with AS 36.30.400. The Contractor further certifies that all applicable Federal, State and Local taxes incurred by the Contractor in the performance of the services **have** been paid and that all Subcontractors engaged by the Contractor for the services included in any invoice shall be fully **compensated** by the Contractor for such services."

**5 When Applicable, ATTACH A CURRENT COPY OF EXHIBIT C-4, COST REIMBURSEMENT BILLING DETAIL FORM (from Appendix C of the Agreement) to each invoice. Internally check the form and correct mathematical extensions. The Contracting Agency may return erroneous invoices for correction before processing for payment.**

6 Substantiate all charges in each billing, other than for Fixed Prices or Fixed Fees, by attaching a summary of hours expended and hourly labor rate per employee; summary of units completed; subcontractor invoices; expense receipts, etc.; or other proof of expenditures.

7 Prime Contractor's Labor and Indirect Cost shall be billed to the Contracting Agency within 45 days of performance. Subcontractors' Labor and Indirect Cost shall be billed to the Contracting Agency within 60 days of performance. All of the Contractor's and Subcontractors' Other Direct Costs (Expenses) shall be billed to the Contracting Agency within 90 days of being incurred. Charges submitted after the above stated times will, at the Contracting Agency's discretion, not be paid.

8 When each NTP is approximately 75% complete, the Contractor shall determine if the Authorized Amount(s) might be exceeded; and, if so, shall provide an estimate of cost to complete. The Contracting Agency will determine after discussion with the Contractor if additional cost is reasonable and does not include costs that should be absorbed by the Contractor. If additional cost is validated, a negotiated Amendment will be executed which either (1) reduces the scope of services/work products required commensurate with the Authorized Amount(s), or (2) increases the Authorized Amount(s) to that required for completion of the original contract scope.