



IMPORTANT NOTICE

FOR

Invitation to Bid (ITB) # 15087, DOA #2015-0800-2930

Alaska Intertie Snow Load Monitoring System (SLMS) Maintenance & Ground Patrol

IMPORTANT

Interested firms shall register online to receive addenda and other information at <http://www.aideaaeaprocurement.org/>

The Authority may provide periodic e-mail notices regarding addenda or clarifications regarding this solicitation to those companies who reply.

All addenda and other notices will be posted and available at <http://www.aidea.org/> "Quick Links" Procurement Opportunities.

Please provide the following information by facsimile or e-mail to the contact below:

Company Name	
Contact Name	
Company Address	
Telephone Number	
Fax Number	
E-mail Address	

Return to:

Procurement Officer and Contact for this Solicitation:

Michele Hope, Contracting Officer
Alaska Energy Authority
813 West Northern Lights Blvd.
Anchorage, AK 99503
FAX: (907) 771-3044
Phone: (907) 771-3036
E-mail: mhope@aidea.org
ITB ISSUE DATE: January 9, 2015

Bid Due Date: 3:00 PM January 30, 2015

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ALASKA ENERGY AUTHORITY ITB 15087, DOA 2015-0800-2930
Alaska Intertie Snow Load Monitoring System (SLMS) Maintenance & Ground Patrol

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1. OVERVIEW OF THIS INVITATION TO BID (ITB).

1.1 PRIMARY 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 January 8 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.

1.2. BACKGROUND

Description:

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.

1.3. APPROXIMATE ITB AND CONTRACT SCHEDULE.

- a. **Issue ITB Date:** January 9, 2015
- b. **Bid Opening:** 3:00 p.m. on January 30, 2015, at AEA Offices, 813 West Northern Lights Blvd, Anchorage, AK.
- c. **Issue Notice of Intent to Award a Contract:** February 15, 2015
- d. **Contract Period:** The length of the contract will be from the date of award, approximately February 15, 2015, to May 1, 2016 with the option of adding four (4), one (1) year extensions. If extensions are exercised the contract expiration date would be February 1, 2020.

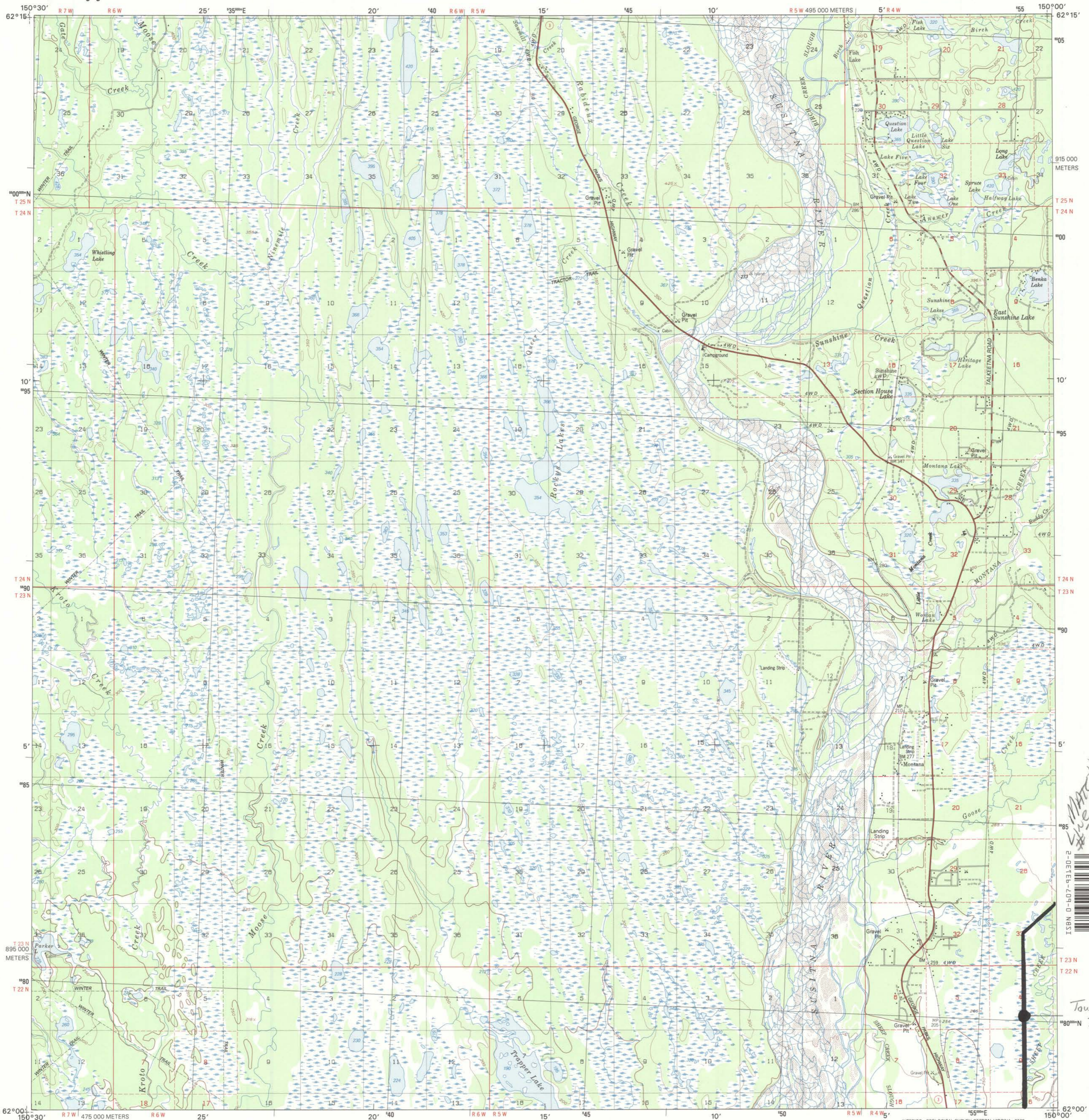
1.4. ATTACHMENTS

- Intertie Maps, A-C
- Alaska Intertie Safety Patrol Snow Conditions Report, D

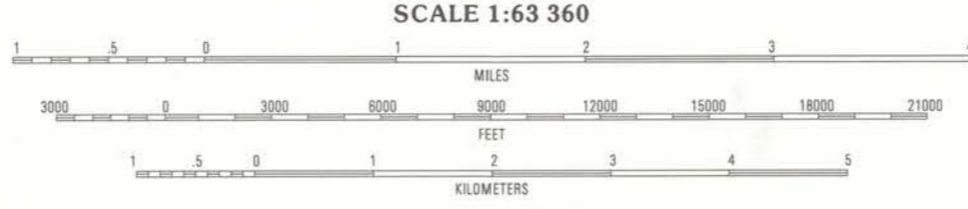
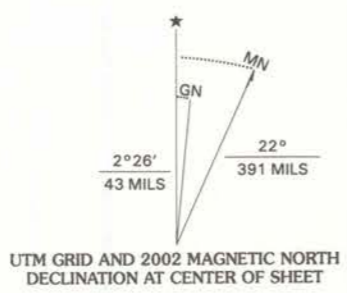


U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

TALKEETNA A-1 QUADRANGLE
ALASKA-MATANUSKA-SUSITNA BOROUGH
1:63 360 SERIES (TOPOGRAPHIC)



Produced by the United States Geological Survey
Topography compiled 1951. Planimetry derived from imagery taken 1994 and other sources. Public Land Survey current as of 1987. Survey control current as of 1958. This map has not been field checked. The east half of this area is also covered by 1:25,000-scale maps: Talkeetna A-1 NE and SE, dated 1987. Boundaries current as 2000 North American Datum of 1983 (NAD 83). Projection and 5 000-meter grid: Universal Transverse Mercator, zone 5 5 000-meter ticks: Alaska Coordinate System of 1983 (zone 4) North American Datum of 1927 (NAD 27) is shown by dashed corner ticks. The values of the shift between NAD 83 and NAD 27 are obtainable from National Geodetic Survey NADCON software
Protracted land lines are predetermined by the Bureau of Land Management, Folio S-2, Seward Meridian



CONTOUR INTERVAL 50 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929
TO CONVERT FEET TO METERS, MULTIPLY BY 0.3048



QUADRANGLE LOCATION

ROAD CLASSIFICATION

Primary highway	Unimproved road
hard surface	Secondary highway
Secondary highway	hard surface
hard surface	4 wheel drive
4 wheel drive	Light-duty road, hard or improved surface
Light-duty road, hard or improved surface	Trails
Trails	State Route

1	2	3
4	5	6
7	8	

1 Talkeetna B-2
2 Talkeetna B-1
3 Talkeetna Mountains B-6
4 Talkeetna A-2
5 Talkeetna Mountains A-6
6 Tyonek D-2
7 Tyonek D-1
8 Anchorage D-8



FOR SALE BY U.S. GEOLOGICAL SURVEY, P.O. BOX 25286, DENVER, COLORADO 80225
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

ADJOINING QUADRANGLES
TALKEETNA A-1, AK
1994
INTERIE #2
SHEET

MATCH
Line #2
917806071931303
ISSN 0-1607-93130-2

Tower
79

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

TALKEETNA MOUNTAINS (A-6) QUADRANGLE
ALASKA-MATANUSKA-SUSITNA BOROUGH
1:63 360 SERIES (TOPOGRAPHIC)

MATCH
Line # 3

Tower
150

Tower
140

Tower
129

Tower
120

Stevens
Sub

Tower
115

Tower
109

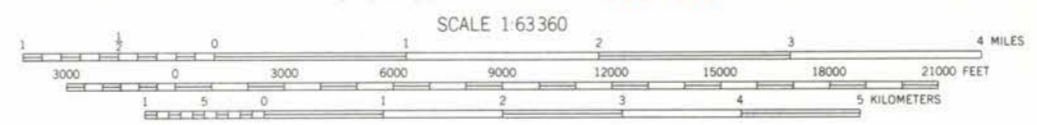
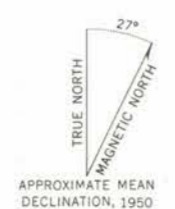
Tower
98

Tower
92

Tower
90

MATCH
Line # 2

Mapped, edited, and published by the Geological Survey
Control by USGS and USC&GS
Topography by photogrammetric methods from aerial photographs
taken 1949, field annotated 1950. Map not field checked
Universal Transverse Mercator projection, 1927 North American datum
10,000-foot grid based on Alaska coordinate system, zone 4
1000-meter Universal Transverse Mercator grid ticks,
zone 6, shown in blue
Land lines printed in gray represent unsurveyed and
unmarked locations predetermined by the Bureau of
Land Management. Folio S-2, Seward Meridian
Swamps, as portrayed, indicate only the wetter areas,
usually of low relief, as interpreted from aerial photographs



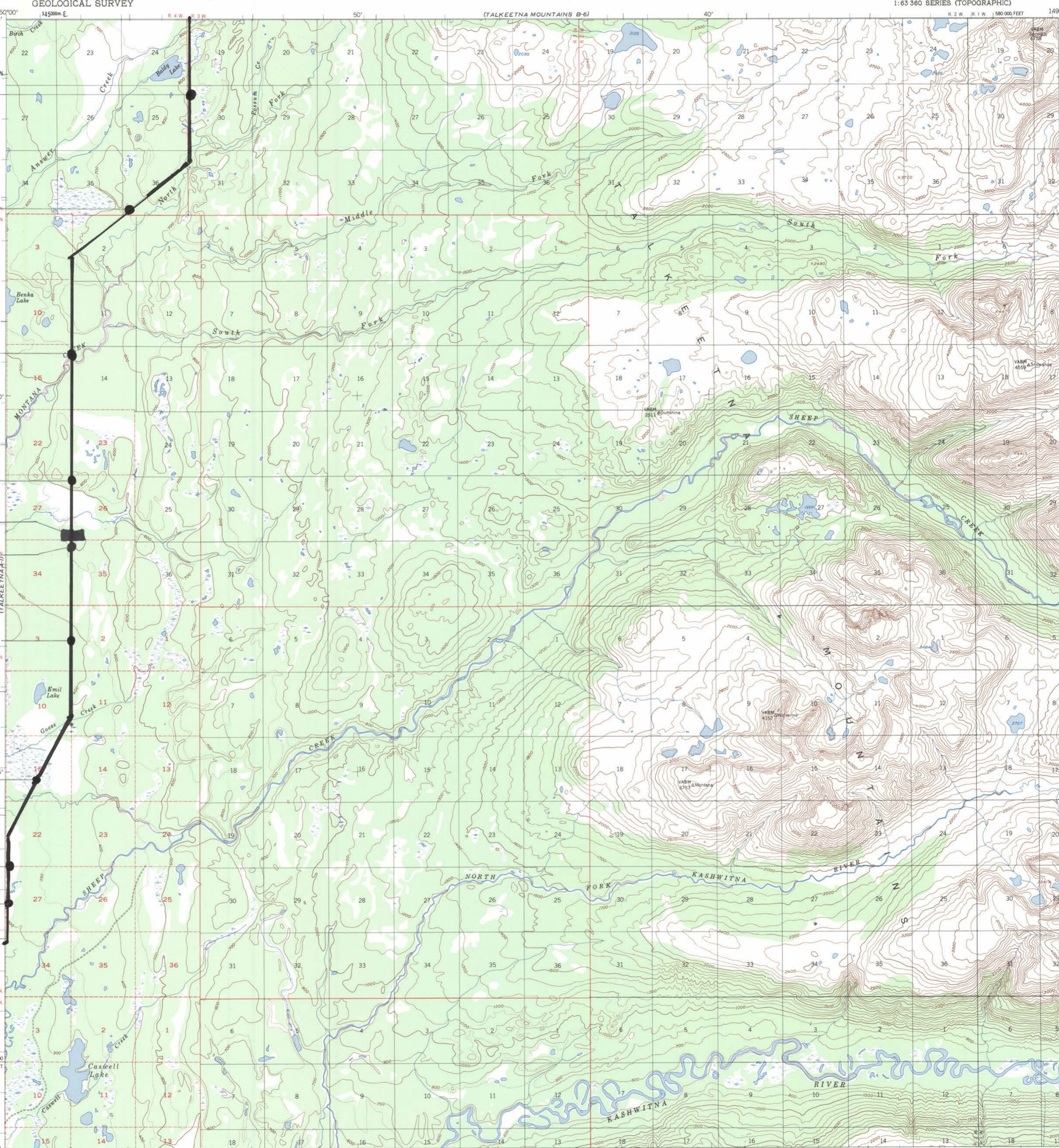
CONTOUR INTERVAL 100 FEET
DOTTED LINES REPRESENT 50 FOOT CONTOURS
NATIONAL GEODETIC VERTICAL DATUM OF 1929



FOR SALE BY U.S. GEOLOGICAL SURVEY, P.O. BOX 26286, DENVER, COLORADO 80226
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

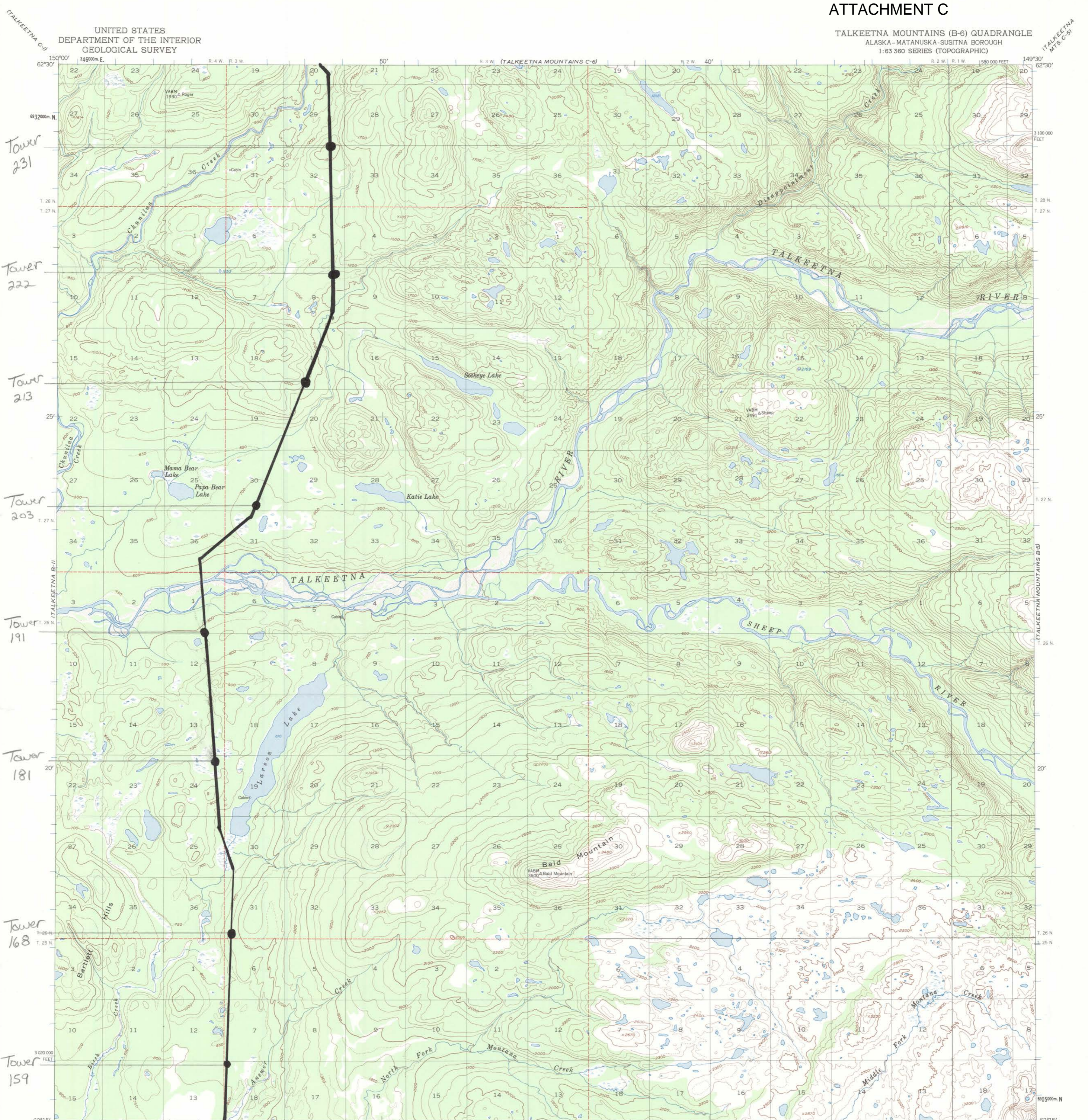
TALKEETNA MOUNTAINS (A-6), ALASKA
N6200-W14930/15X30
1950
MINOR REVISIONS 1979

ISBN 0-607-03482-3
9 780607 034820
Intertec
Sheet # 3



UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

TALKEETNA MOUNTAINS (B-6) QUADRANGLE
ALASKA - MATANUSKA-SUSITNA BOROUGH
1:63 360 SERIES (TOPOGRAPHIC)



Tower 231

Tower 222

Tower 213

Tower 203

Tower 191

Tower 181

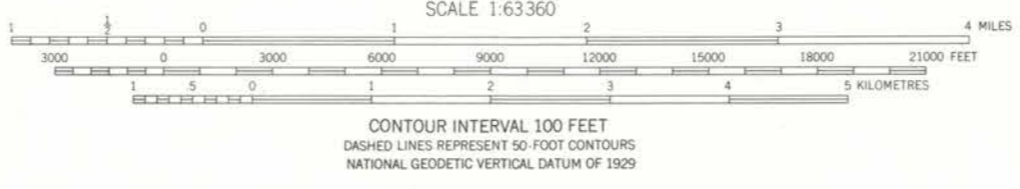
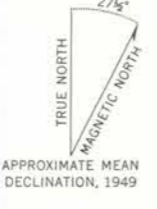
Tower 168

Tower 159

MATCH Line # 3

INTOTIE SHEET #4

Mapped, edited, and published by the Geological Survey
Control by USGS and NOS/NOAA
Topography by photogrammetric methods from aerial
photographs taken 1949. Map not field checked
Universal Transverse Mercator projection, 1927 North American datum,
10,000-foot grid based on Alaska coordinate system, zone 4
1000-metre Universal Transverse Mercator grid ticks,
zone 6, shown in blue
Gray land lines represent unsurveyed and unmarked locations
predetermined by the Bureau of Land Management.
Folio S-2, Seward Meridian
Swamps as portrayed, indicate only the wetter areas,
usually of low relief, as interpreted from aerial photographs



ROAD CLASSIFICATION
No roads or trails in this area

FOR SALE BY U. S. GEOLOGICAL SURVEY
FAIRBANKS, ALASKA 99701, DENVER, COLORADO 80225, OR RESTON, VIRGINIA 22092
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

TALKEETNA MOUNTAINS (B-6), ALASKA
N6215-W14930/15X30
1949
MINOR REVISIONS 1973

Alaska Intertie Safety Patrol

Snow Conditions Report

Data Observations

Tower: 5 14 23 32 41 50 59 69 79 90 98 120 129 140 150 159 168 181 191 203 213 222 231

Date: _____

Time: _____

Temp: _____

Weather/Wind: _____

Back Span Ahead Span

Estimated Snow Diameter on East Phase:

(Conductor Dia is 1.96", Phase Spacer is 18", Insulator Bell is 10" Dia) _____ in. _____ in.

Estimated Portion of Span Loaded: _____ % _____ %

Insulator Inclination: _____

Stability of Snow on Line (i.e., is line unloading?): _____

Snow Depth at Tower Guy (Back/Ahead): _____ in. _____ in.

Undisturbed snow consistent location

Snow Density:

Volume of Snow: _____ ml.

Volume after Melting: _____ ml.

Additional Information:

Other Phase Conditions if Different Than East Phase:	Est. Snow Dia.	Est. Portion of Line Loaded	Insulator Inclination
West Phase: Back Span	_____ in.	_____ %	_____ ®
West Phase: Ahead Span	_____ in.	_____ %	_____ ®
Middle Phase: Back Span	_____ in.	_____ %	_____ ®
Middle Phase: Ahead Span	_____ in.	_____ %	_____ ®

Static Wire Conditions if Different Than East Phase: Est. Snow Diam: (wire Dia is 3/8") Est. Portion of Span Loaded:

West Static Wire: Back Span _____ in. _____ %

West Static Wire: Ahead Span _____ in. _____ %

East Static Wire: Back Span _____ in. _____ %

East Static Wire: Ahead Span _____ in. _____ %

Other Observations: _____

Photos, Disk #

Picture # _____

Picture # _____

Picture # _____

Picture # _____

2. INSTRUCTIONS TO BIDDERS

2.1 INVITATION TO BID (ITB) REVIEW:

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

2.2 BIDDERS WITH DISABILITIES

The Alaska Energy Authority complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Authority at one of the following numbers no later than 10 calendar days prior to bid opening to make any necessary arrangements.

Telephone: (907) 771-3036
Fax: (907) 771-3044
TDD: (907) 465-3412

2.3 BID PREPARATION COSTS

The State is not liable for any costs incurred by the bidder in bid preparation.

2.4 BID FORMS

Bidders shall use the attached Bid schedule forms in submitting bids. A photocopied bid form may be submitted.

2.5 SUBMITTING BIDS

Only Sealed Bids will be accepted for this solicitation. Bids may be either mailed or hand-delivered to the office shown on the cover page of this ITB. Envelopes containing bids must be sealed, marked, and addressed as shown in the example below.

From: Bidder's Company & Return Address

To: Alaska Energy Authority
813 West Northern Lights Blvd.
Anchorage, AK 99503
ATTN: Michele Hope

RFP : 15087 / 2015-0800-2930
TITLE: Alaska Intertie Snow Load Monitoring System (SLMS)
Maintenance & Ground Patrol
DUE: January 30, 2015, 3:00 p.m.

Faxed, e-mailed and late bids will not be accepted for this solicitation. Any faxed, e-mailed or late bids received by the State will be considered non-responsive and will be rejected by the State

2.6 PRICES

The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

The Alaska Energy Authority is also exempt from State Motor Fuel Taxes. The appropriate exemption forms will accompany a contract(s) resulting from this ITB. The state is not exempt from the Federal Superfund Tax.

2.7 EXTENSION OF PRICES

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

2.8 FIRM OFFER

For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.

2.9 SUITABLE MATERIALS, ETC

Unless otherwise specified, all materials, supplies, or equipment offered by a bidder shall meet the terms, conditions, and performance requirements of this ITB and subsequent contract award.

2.10 SPECIFICATIONS

Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the bid.

2.11 FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER

Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

2.12 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:

Prior to the award of a contract, a bidder 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 Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids 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.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

2.13 Authorized Signature /Bidder's Certification

Bids must be signed by an individual authorized to bind the Bidder to its provisions. By their signature the bidder is:

1. Certifying the bid is valid for at least ninety (90) days from the bid opening date.
2. Certifying compliance of all terms and conditions set out in this ITB.
3. Certifying under penalty of perjury the price submitted was independently arrived at without collusion.
4. Certifying compliance with: 1) the laws of the State of Alaska; 2) the applicable portion of the Federal Civil Rights Act of 1964; 3) the Equal Employment Opportunity Act, the Americans with Disabilities Act (ADA) and the regulations issued there under by the federal government;

5. Certifying the Bidder 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. (Ref 2 AAC 12. 725)

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

If any bidder fails to comply with the above certification requirements, the Authority reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

2.14 SUPPORTING INFORMATION

Provided the bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the Authority reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the equipment offered completely meets the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the Authority and may include the requirement that a bidder will provide the information so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information within the time set by the Authority, will cause the Authority to consider the bidder non-responsive or non-responsible and reject the bid.

2.15 EVALUATION OF BIDS

Bids must be completed, signed, and without qualifications. Any bid that is incomplete shall not be considered for award and will be rejected as non-responsive. Bidders do not have to bid on all lots but should complete the bid schedule(s) for the lot(s) they are bidding.

The Authority has sole discretion in determining the successful bidder. In determining responsibility of bidders, the State will use the standards as described in 2 AAC 12.500. The awards will be made as soon as practical after bid opening.

Rates proposed on the bid schedule will be fixed for the initial year of the contract.

Each bidder shall be required to provide within five (5) working days of the State's request, the information listed below. Failure to provide the information within the stated time frame may be considered sufficient reason for the rejection of the bid, or cancellation of the contract, if not detected until after award of the contract:

- 1) A certificate of insurance as required in Section 4.

2.16 NOTICE OF INTENT TO AWARD

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

2.17 METHOD OF AWARD

Award will be made to the bidder with lowest total amount of the five tasks.

2.18 FILING A PROTEST

A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

2.19 PREFERENCES

2.19.1 ALASKA BIDDER PREFERENCE:

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

- (1) holds a current Alaska business license at the time designated for bid opening;
- (2) submits a proposal for goods or services under the name appearing on the bidder's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- (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 Affidavit

In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

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

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit 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.

2.19.3 USE OF LOCAL FOREST PRODUCTS

In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010.

2.19.4 LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE

When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, only those products harvested in Alaska, or in the case of fisheries products harvested or processed within the jurisdiction of Alaska, will be purchased, provided they are available, of comparable quality, and priced no more than seven percent (7%) higher than products harvested outside the state, or in the case of fisheries products harvested or processed outside the jurisdiction of the state, in accordance with AS 36.15.050.

2.19.5 ALASKA PRODUCT PREFERENCE

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

2.19.6 EMPLOYMENT PROGRAM PREFERENCE

If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and is offering goods or services through an employment program, as defined under 36.30.990(10), and is the lowest responsive and responsible bidder with a bid that is no more than fifteen percent (15%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(c) and 2 AAC 12.050.

2.19.7 ALASKANS WITH DISABILITIES PREFERENCE

If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), is a qualifying entity as defined in AS 36.30.170(e) and (j), and is the lowest responsive and responsible bidder with a bid that is no more than ten percent (10%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(e).

2.19.7.1 EMPLOYERS OF PEOPLE WITH DISABILITIES PREFERENCE

If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and, at the time the bid is submitted, employs a staff that is made up of fifty percent (50%) or more people with disabilities, as defined in AS 36.30.170(j), and submits a responsive and responsible bid that is no more than ten percent (10%) higher than the lowest responsive and responsible bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(f).

2.19.7.2 PREFERENCE QUALIFICATION LETTER

Regarding preferences 6, 7, and 7.1 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, [2] individuals who qualify for preference as Alaskan's with disabilities, and, [3] employers who qualify for preference as employers of people with disabilities. In accordance with AS 36.30.170(j), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 6, 7, and 7.1 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list, at the time the bid is opened, and must provide the procurement officer a copy of their certification letter. Bidders must attach a copy of their certification letter to their bid. The bidder's failure to provide the certification letter mentioned above, with their bid, will cause the State to disallow the preference.

2.19.7.3 PREFERENCE QUALIFICATION

In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and

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supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

3. STANDARD TERMS AND CONDITIONS

3.1 CONTRACT INTENT

The Authority requires the routine maintenance of the SLMS (TASK 1), battery replacement for five towers every winter (Task 2), Automatic Alaska-Intertie Snow Conditions Patrols (TASK 3), Call outs directed by ML&P dispatched (TASK 4), and Daily Weather Reporting (TASK 5).

3.2 N/A

3.3 CONTRACT PERIOD

The length of the contract will be from the date of award, approximately February 1, 2015, to May 1, 2016 with the option of adding four (4), one (1) year extensions. Contract extensions are the sole option of the Authority.

3.4 CONTRACT EXTENSION

Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree (1) that any holding over of the contract excluding any exercised renewals 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 thirty (30) days before the desired date of cancellation.

3.5 AUTHORITY

This solicitation and subsequent contract is being issued in accordance with AS 36.30 and 2 AAC 12.

3.6 COMPLIANCE WITH ADA

Services or activities furnished to the general public on behalf of the Authority must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

3.7 COMPLIANCE

In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

3.8 CONTRACT FUNDING

Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

3.9 CONFLICT OF INTEREST

An officer or employee of the Alaska Energy Authority may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

3.10 ASSIGNMENT(S)

Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the Alaska Energy Authority. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

3.11 SUBCONTRACTOR(S)

Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

3.12 FORCE MAJEURE

(Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its 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 contractor. 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.

3.13 DEFAULT

In case of default by the contractor, for any reason whatsoever, the Alaska Energy Authority may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

3.14 DISPUTES

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

3.15 CONSUMER ELECTRICAL PRODUCT

AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

3.16 SEVERABILITY

If any provision of the contract 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.

3.17 CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

3.18 ACCESSORIES

When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the state that the accessories are compatible. The

bidder's failure to supply this evidence within the time required by the state will cause the state to consider the bid non-responsive and reject the bid.

3.19 INSPECTION

Equipment offered may be subject to inspection and approval by the state prior to the award of the contract. The equipment and attachments must be in good repair and capable of performing the work for which they were designed. Additional information on Inspections can be found in the Administrative Requirements section of this ITB.

3.20 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

3.21 CONTINUING OBLIGATION OF CONTRACTOR

Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

3.22 CONTRACT CANCELLATION: The state reserves the right to cancel the contract at its convenience upon five calendar days written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

3.23 CONTRACT CANCELLATION FOR CAUSE

The state reserves the right to cancel the contract for cause upon 5 calendar days written notice to the contractor by the Contracting Officer including, but not limited to, failure to adequately stock parts, safety violations, inferior products not meeting specifications, or failure to comply with contract requirements. The State is liable only for payment in accordance with the payment provision of this contract for services provided before the effective date of termination

4. Indemnification and Insurance

4.1 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the state from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, wrongful omission or negligent act of the contractor, a subcontractor or anyone directly or indirectly employed by them in the performance of this contract or the maintenance, use, or operation of the helicopter(s). The contractor has full and exclusive responsibility and liability for all actions or claims occurring from flight operations.

4.2 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 30-day prior notice of cancellation, non-renewal or material change of conditions. 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.

Proof of insurance is required for the following:

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. This coverage must waive rights of subrogation against the state.

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 occurrence.

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 occurrence.

Copies of Certificates of Insurance should be supplied with the bid and must be obtained by the Contracting Officer prior to the award of a contract. Failure to supply satisfactory proof of insurance within the time required shall cause the Authority to declare the bidder non-responsible and reject the bid.

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Alaska Intertie Snow Load Monitoring System (SLMS) Maintenance & Ground Patrol

Bid Schedule (See pages 4-6 for details regarding these tasks)

TASK 1: Routine Maintenance of SMLS: 400 HRS (Estimated yearly hour total) x \$ _____ = \$ _____

TASK 2: Battery Replacement: Cost per tower \$ _____ X 5 Towers = \$ _____

TASK 3: Automatic Alaska-Intertie Snow Conditions Patrols (Per day): Cost per patrol \$ _____

TASK 4: Call out directed by ML&P dispatcher (Per day): Cost per patrol \$ _____

TASK 5: Daily Weather Reporting: Cost per month \$ _____

TOTAL OF TASKS 1-5: \$ _____

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

- (1) the bidder has a valid Alaska business license, or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one of the following forms of evidence must be submitted with the bid:
- a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:
- the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government; and
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default. Bids must be also submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

Michele Hope CONTRACTING OFFICER	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER PREFERENCE? [] YES [] NO
	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
TELEPHONE NUMBER	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
	_____ DATE	_____ E-MAIL ADDRESS
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ TELEPHONE NUMBER