

# REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)



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Proposed Statement of Services

Other: N/A

## ISSUING OFFICE

Agency Contact & Phone No.....: Selwin C. Ray, 907-771-3035  
 Contracting Agency.....: Alaska Energy Authority

## PROJECT

**RFP NUMBER** ..... : 22045  
 Project Site (City, Village, etc.)..... : Bradley Lake  
 Project Title & Contract Description ..... : Term Agreement for Bradley Lake Hydroelectric Project

The Contractors shall provide environmental, licensing and support services for the Alaska Energy Authority owned Bradley Lake Hydroelectric Project.

It is anticipated that the Agency will award a three (3) year contract with three (3) one (1) year extensions term agreements for these services. The Authority may award more than one term contract.

## SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: March 1, 2022 to March1, 2025 with the option for three additional one-year extensions (March, 2028)

Estimated amount of proposed contract:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> less than \$100,000              | <input type="checkbox"/> \$100,000 to \$150,000                           | <input type="checkbox"/> \$150,000 to \$250,000            |
| <input type="checkbox"/> \$250,000 to \$500,000           | <input type="checkbox"/> \$500,000 to \$1,000,000                         | <input checked="" type="checkbox"/> \$1,000,000 or greater |
| <b>Proposed Method(s) of Payment:</b>                     |   |  |
| <input type="checkbox"/> Fixed Price Plus Expenses (FPPE) | <input type="checkbox"/> Firm Fixed Price (FFP)                           | <input type="checkbox"/> Cost Plus Fixed Fee (CPFF)        |
|   | <input checked="" type="checkbox"/> Other: Determined per individual NTPs |  |

## SUBMITTAL DEADLINE AND LOCATION

*OFFERORS ARE RESPONSIBLE TO ASSURE DELIVERY PRIOR TO DEADLINE (2 AAC 12.250). ONLY PROPOSALS RECEIVED PRIOR TO THE FOLLOWING DATE AND TIME WILL BE OPENED.*

**DATE: February 17, 2022**                      **PREVAILING TIME: 2:00 PM**

**HAND DELIVER ONLY DIRECTLY TO FOLLOWING LOCATION** (and person, if named):

Alaska Energy Authority  
 Selwin C. Ray  
 813 W. Northern Lights Blvd.  
 Anchorage, AK 99503

*(When submitting proposals, please make sure to identify the project title and the RFP number on the outer envelope of the submittal package.)*

**IMPORTANT NOTICE:** If you downloaded this solicitation from the State's Website, you must register with the Authority to be placed on the planholders list and to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to insure that he has received all addenda affecting this RFP. To be registered, call 907-771-3035 or fax 907-771-3044 and provide the project name & number, company name & contact person, address, phone number & fax number.

## SELECTION PROCEDURE

1. Competitive Sealed Proposals will be evaluated by a committee (2 AAC 12, Article 4). Evaluation of responses to criteria set forth in Part C results in a numerical score for each proposal. Each criterion in Part C has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). Each one-percent weight equates to a range of 0-5 points per Evaluator. The maximum points (score) obtainable for any proposal is equal to the product of 500 multiplied by the number of Evaluators.
2. Scoring of proposals will be accomplished as follows:
  - 2.1 Each Evaluator will individually read and rate each Offeror's response to each criterion described in Part C - Section I - Technical Proposal. Ratings will be based solely on contents of proposal and in compliance with the Contracting Agency's standard Instructions for Evaluation Committee. Except as may be stated within any criterion description in Part C, a rating of "5" = Best Response from all Offerors; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive. Ratings are multiplied by the assigned weights for each criterion to obtain criteria scores.
  - 2.2 After completion of individual ratings in Part C, Section 1, Technical Proposal, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings; however, any changes shall be based solely on the criteria set forth in Part C.
  - 2.2 After scoring Part C - Section I - Technical Proposal, criteria scores for Part C - Section II - Preferences, and Section III - Price (if applicable), will be calculated based on criteria descriptions.
  - 2.4 The total score for each Offeror will be obtained by summing the scores determined for each criterion in Sections I, II and III of Part C. The order of ranking for negotiations shall be as follows: highest scored Offeror will be ranked first, next highest scored second, and etcetera.
3. Evaluators may discuss factual knowledge of, and may investigate Offerors' and proposed Subcontractors' prior work experience and performance, including projects referenced in proposal, available written evaluations, etcetera, and may contact listed references or other persons knowledgeable of a Contractor's and/or a Subcontractor's past performance. Factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are discovered, the Committee may:
  - 3.1 Provide written recommendations for consideration during contract negotiations;
  - 3.2 Conduct discussions in accordance with paragraph 4, below.
4. The Committee may decide to conduct discussions (or "interviews") with responsible Offerors whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements (AS 36.30.240 & 2 AAC 12.290). Offerors selected by the Committee for discussions may be permitted to submit Best and Final Offers (BAFO) for final Committee Evaluation. After discussions and any BAFO's, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Part C of this RFP (2 AAC 12.260(b)).
5. All Offerors will be advised of the Offeror selected for negotiation and, after completion of negotiations, a Notice of Intent to Award will be provided to all Offerors. If contract negotiations are unsuccessful with Offeror(s) selected for negotiation, the Contracting Agency may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

## NOTICES

PART

A

1. The Contracting Agency is an equal opportunity employer.
2. Copies of contract documents are available for review at the Contracting Agency's office. Offerors located outside the general vicinity of the Contracting Agency's office may telephone the Agency Contact identified on page one of this Part A for a discussion of such items.

**General Conditions** of the Professional Services Agreement are contained in the Small Procurement Standard Provisions Booklet, which is located on the Department's WEB site. To view or download the booklet, follow these steps:

- A. log on to the web page at [www.dot.state.ak.us](http://www.dot.state.ak.us)
- B. select Procurement
- C. select Professional Services, Construction Related
- D. select Small Procurement Standard Provisions Booklet

The General Conditions are the **same** for both Competitive Sealed Proposals and Small Procurements.

3. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Contracting Agency. The Contracting Agency shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.

4. The Contracting Agency expressly reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors (2 AAC 12.990).

5. All proposals shall be open for public inspection (AS 36.30.230) after a Notice of Intent to Award is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Contracting Agency (AS 36.30.230).

6. Substitution for any personnel named in a proposal may result in termination of negotiations.

7. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.

**8. Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska business licensing and professional registrations included in the certification statement on Page 2 of Part D in this RFP package. Non-compliance shall result in rejection of proposal.**

**9. PRICE COMPETITION:** Price cannot be an Evaluation Criterion in accordance with Article 3 of AS 36.30 for services that must be performed only by Architects, Engineers or Land Surveyors (A/E or LS) licensed in the State of Alaska, UNLESS the provisions of AS 36.30.270(d) apply; i.e., unless the services required are repetitious in nature, and the nature and amount of services required are thoroughly defined by measurable and objective standards to reasonably enable firms or persons making proposals to compete with a clear understanding and interpretation of the services required. If price is a factor, a majority of the evaluation committee must be registered in Alaska to perform architectural, engineering, or land surveying services.

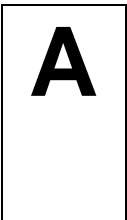
9.1 If the services performed do not require an A/E or LS, then all Offerors including any A/E or LS must provide Price Proposals in accordance with AS 36.30.270(b) and 2 AAC 12.260(c).

9.2 Price (or any estimate of labor hours) cannot be an Evaluation Criterion for contracts that will receive federal funding (FHWA and FAA) per 49 CFR 18.36(t), AC 150/5100-14D. For FAA exceptions: see AC 150/5100/14D, para 2-4(c).

10. An audit of the selected Offerors' and proposed Subcontractors' cost accounting systems and business records may be required to ascertain if systems are adequate for segregating contract costs; to establish a maximum allowable Indirect Cost Rate for the Agency's negotiator; and to investigate the accuracy of proposed labor rates and unit prices. In order

PART

not to unduly delay contract negotiation or award, be prepared to submit Pre-Audit Statement, DOT&PF Form 25A257 immediately for your firm and any subcontract which may exceed \$250,000. For contract amounts less than \$250,000, the Contracting Agency may require the Offeror and proposed Subcontractor to submit the Pre-Audit Statement if deemed necessary to determine allowable costs under Title 23 CFR requirements. If selected for negotiation, failure to submit properly completed Pre-Audit Statement(s) in a timely manner may disqualify an Offeror from further consideration. Information from Pre-Audit Statements and any Audit conducted for the Contracting Agency is considered proprietary and will be confidential.



11. Standard insurance provisions for Worker's Compensation, General and Automobile Liability, and Professional Liability are contained in DOT&PF Form 25A269, Indemnification and Insurance. Coverages may be modified under very limited circumstances. Offeror should not assume any modification of coverages.

12. Professional Liability Insurance for the proposed contract:  is not required  
 is required as shown on DOT&PF Form 25A269.

13. The proposed contract  will  will not be a Federally Assisted Program of the U.S. Department of Transportation. If it will be an assisted program, then the Offeror shall insert the following notification in all subcontract solicitations for bids or proposals pertinent to this RFP:

"In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, CFR, U.S. Department of Transportation (U.S. DOT), Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. DOT issued pursuant to such Act, in any Subcontract entered into pursuant to this RFP, Disadvantaged Business Enterprise firms will be afforded full opportunity to submit bids or proposals and will not be discriminated against on the grounds of race, color, sex, or national origin, in consideration for an award.

14. Pre-proposal Conference:  None  As follows:

15. Special Notices:

15.1 Per Alaska Statute (AS) 36.30.210(e): An Alaska Business License is required of Contractors who do business in Alaska and is a prerequisite to Proposal. Offerors should be aware of this requirement and are advised that proof of application for an Alaska Business License will satisfy this requirement. Information regarding applying for an Alaska Business License can be found on-line at <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx> or by calling 1-907-465-2550. The business license must be in the name of the company under which the proposal is submitted. This is a requirement regardless of funding source. If an Offeror fails to comply with this requirement, their proposal will be rejected as non-responsive.

15.2 The Contracting Agency makes no warranty nor implies that all project phases will be funded for detailed design or construction. Should project phases be funded, the Contracting Agency reserves the right to accomplish any or all of the work through means other than this agreement, including the use of in-house forces.

15.3 This agreement will initial term of three (3) years with three (3) one (1) year extensions. The amount of funding increase (or the decrease of funds) will be determined based on the anticipated project workload. The total funds are not anticipated to exceed \$5,000,000 for the potential six-year term.

15.4 The Agency reserves the right to extend for three additional one (1) year periods. In addition, the Contracting Officer may authorize an extension of additional years to complete any work issued during the contract period of performance. The final extension(s) will be to finish existing NTP's only.

15.5 The Contracting Agency views these Term Agreements as one of the tools which may be used to accomplish its mission. The Contracting Agency reserves the right to accomplish these services through any other means.

## SUBMITTAL CHECKLIST

Offeror may use left margin to check off items when completed.

*Prime Contractor shall have a current Alaska Business License on date of submittal, reference item 1, page 2, Part D.*

- [ ] 1. Offerors must carefully review this RFP Package for defects and questionable material and become familiar with submittal requirements. Submit written comments to the address shown under "Submittal Deadline and Location" on page 1 of Part A - RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on record. Failure to comply with directions may result in lower score and may eliminate a submittal from consideration. Protests based upon any omission, error or content of this solicitation may be disallowed at the discretion of the Contracting Agency if the protest is not received in writing at least ten Agency work days prior to the Submittal Deadline (2 AAC 12.565).
- [ ] 2. Review Part A - RFP and the proposed Statement of Services and any other attached or referenced materials. If no Statement of Services is attached, telephone the Agency contact person identified on page 1 of Part A.
- [ ] 3. Review Part C - Evaluation Criteria. Read each criterion in light of the proposed Statement of Services. Note any project specific criteria which may have been added or any changes to standard criteria descriptions which may have been made. Be aware of the assigned weight for each criterion. If a weight is not entered for any criterion on Part C, notify the Agency contact person. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below.
- [ ] 4. Prepare a distinct Response for each criterion. Failure to respond directly to any criteria will result in an evaluation score of zero for that criteria. Acceptable Responses must be specific and directly related to the Contracting Agency's proposed Statement of Services. Marketing brochures, federal standard forms 254 and 255, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
- [ ] 5. **Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Part C**, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation.

- [ ] 6. Price  is  is not an evaluation criterion for the proposed contract.  
If Price is a Criterion, prepare **Billing Rates and/or Price Proposals** as described in Criteria #12 and/or #13.

- [ ] 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska business licenses and professional registrations and be sure to sign and date the Certification. Copies of licenses and registrations may be provided with submittal, and will not count in the requirements of #8 below.

- [ ] 8. Attach Criteria Responses (**except any Billing Rates or Price Proposals**) to Part D - Proposal Form. The maximum number of attached pages (**each printed side equals one page**) for Criteria Responses shall not exceed: **Ten (10)**. Attached page limit does not include the four-page Part D - Proposal Form.
- Criteria Responses shall be presented in **8-1/2" X 11" format**, except for a minimal number of larger sheets (e.g. 11" x 17") that may be used (e.g. for schedules) if they are folded to 8-1/2" X 11" size. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page.
- CAUTION:** Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

9. Not used.
10. Parts A, B and C of Form 25A270 and the proposed Statement of Services shall not be returned to the Contracting Agency. **Submittals shall consist of the following applicable items assembled as follows and in the order listed:**
- 10.1 Completed Part D - Proposal Form (generally at least one copy with original signature) and Responses to all evaluation criteria attached. Each copy shall be fastened with one staple in the upper left corner. No other form of binding shall be used and no cover and no transmittal letter will be included. **CAUTION:** Failure to comply with this instruction will negatively influence evaluation of Submittal.
- 10.2 Number of copies of Part D (**all pages**) and Criteria Responses required is: **Five (5)**
- 10.3 Not used.
- 10.4 Not used.
- 10.5 If Item 9, above, is completed for this RFP Package, any submittal items described therein. Unless otherwise stated, one copy only, bound appropriately.
- 10.6 Pre-Audit Statement, DOT&PF Form 25A257, shall **not** be provided with Submittal. (See Notice #10 on page 3 of Part A - RFP.)
- 10.7 **CAUTION:** If you replicate (other than by photocopy) Part D or any form in lieu of completing the forms provided by the Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may result in rejection at the Contracting Agency's discretion. Any alteration - other than completion of the required entries - may be cause for rejection without recourse.
11. Deliver **submittals in one sealed package** to the location and before the submittal deadline cited in Part A - RFP. **Mark the outside of the package** to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened (2 AAC 12.250).

# EVALUATION CRITERIA

If a weight is not indicated for any criterion, telephone the Agency Contact person identified at the top of page 1 of Part A - RFP.

## SECTION I - TECHNICAL PROPOSAL

### 1. Objectives and Services

1. Weight: 10

Response must **demonstrate your comprehension of the objectives and services** for the proposed contract. Do not merely duplicate the Statement of Services provided with this RFP. Also, consider if Statement of Services is sufficiently explicit; are expressed or implied schedules attainable/economically feasible; etcetera? Explain. **Define any assumptions made** in formulating Criteria Response. Express any opinions regarding alternative design considerations that could impact construction costs or schedule.

### 2. Methods

2. Weight: 10

Response must outline the methods for accomplishing the proposed contract or, if methodology is contained in the proposed Statement of Services, address its adequacy. Describe what, when, where, how, and in what sequence the work will be done to meet the schedule. Address how proximity to the Project site, *particular* geographic familiarity, experience, and capabilities of your firms (Offeror and Proposed Subcontractors) and Project Staff might *specifically* contribute to the proposed methods. Identify the amount and type of work to be performed by any Subcontractors. Consider how each task may be carried out; what services or interaction required from/with the Contracting Agency; etcetera. Suggest alternatives, if appropriate. Identify any **distinct and substantive qualifications** for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts **relevant to the required services** which the firms may use.

### 3. Management

3. Weight: 10

Response must describe the administrative and operational structures that will be used for performing the proposed contract. For example consider: who will have overall responsibility for the contract? Who will have direct responsibility for specific disciplines? What will the lines of authority be? For any individual who would be in "responsible-charge" (reference AS 08.48) as an Architect or Civil (including Structural), Electrical, or Mechanical Engineer, or Land Surveyor, so state and list his/her Alaska professional registration number. A graphic depiction is preferred in your response to this criterion. Additionally, the Authority may want to inspect work products in progress and have a close ongoing working relationship with your Project Staff. Accordingly, your response should also identify where the various contract services will be performed, *in proximity to the Authority's office*, and how communications will be maintained between your Project Staff, the Authority, CMGC, and (as applicable) any other government agencies or the public.

### 4. Proposed Project Staff

4. Weight: 20

Response must name the individuals to perform the following **FUNCTIONS** plus any other professional/technical functions you deem essential to perform the services:

- |  |               |
|--|---------------|
| 1. Contract Management (contract compliance)   |               |
| 2. Project Management (single point-of-contact directly engaged in contract performance) |               |
| 3. InStream Flow Evaluation  | 8. Permitting |
| 4. Fish Scientist  | 9.            |
| 5. Fish Field Team Leader  | 10.           |
| 6. Wetlands and Vegetation Scientist   | 11.           |
| 7. FERC Licensing Expert   | 12.           |

\*All personnel acting in responsible charge for all Architectural, Engineering and Land Surveying functions require an Alaska Registration and must be identified in your proposal. **Offerors which fail to provide a name for the individuals to perform the services below maybe considered non-responsive and their proposal maybe rejected:**

Continued on Next Page

Describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive **experience directly related to the proposed contract**. Bradley Lake is regulated by the Federal Energy Regulatory Commission (FERC). Describe work on FERC and Alaska projects. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.

For each person named, identify their: employer, professional discipline or job classification and state of residency. List at least 3 professional references (contact persons and telephone numbers) for each person.

#### 5. Workload and Resources

5. Weight: 5

Response must: (1) discuss both current and potential time commitments of your proposed Project Staff to all clients; (2) discuss the projected workload of each firm (Offeror and Proposed Subcontractors) for all clients; and (3) demonstrate adequate support personnel, facilities and other resources to provide the services required such that construction plans may begin Fall 2021. Provide a list of current contracts with the Contracting Agency in which your proposed Project Staff are participating. Include all contracts statewide with the Authority.

Briefly address capabilities for providing additional services, including procurement support, under an accelerated schedule. Address capacity to reassign personnel, equipment and facilities whenever the proposed contract would not require such capabilities or was delayed.

#### 6. Past Performance

6. Weight: 25

Response must describe previous projects the project team has worked on that are related in size and scope to this project. Describe experience fisheries, vegetation mappings, instream flow and aquatics ecology studies with FERC or other projects. Describe the dollar amount of the projects and a brief narrative of the successes of the projects. Address how the experience will help your team to perform under this contract. Provide references (contact name and phone number) for each project. Indicate which of the proposed firms and project staff was involved in each project. The State reserves the right to investigate referenced projects, contact references and research other projects that the respondent has worked on.

#### 7. Schedule Commitment

7. Weight: 5

Some of the services to be provided under this agreement are required to adhere to strict schedules. The firm selected for this agreement must be committed to providing completed deliverables as negotiated by individual NTP's.

Describe your commitment, should you be awarded this agreement, to provide the required deliverables in accordance with the schedules as negotiated by individual NTP's. Explain how you will assure that the submittals are acceptable to the Authority prior to their due dates.

### SECTION II - PRICE

**If price is not an Evaluation Criterion, weights for Criterion #6 shall be "0". If price is an Evaluation Criterion, the weight for Criterion #6 shall be at least "15", and all Offerors shall submit Price Proposals in the specified format(s).**

See item #9, under Notices in Part A - RFP, regarding statutory and regulatory provisions about price competition and item #10.3, in Part B - Submittal Checklist, regarding procedure for submittal of Billing Rates and/or Price Proposals. Cost terminology is explained on page 2 of the Pre-Audit Statement (DOT&PF Form 25A257).



CAUTION: Submittal of Offeror's or Subcontractor's "standard" rate schedules or other pricing documents which are not in required format will be non-responsive if they do not allow direct comparison with other responsive proposals.

Rates and costs proposed by the Offeror selected for contract negotiations may be investigated for reasonableness and allocability in accordance with AS 36.30.400, .420 & .480, 2 AAC 12.550 and the contract cost principles in 48 CFR Part 31. Unsupported rates and costs may be disallowed or result in termination of negotiations, or contract award. All proposed rates and the negotiated contract rates will be public information.

**6. Labor Billing Rates (Required Format)**

**6. Weight: 15**

Provide a proposed total hourly Billing Rate (i.e. inclusive of Direct Cost of Direct Labor, all Indirect Costs, and Fee) only for each of the job **FUNCTIONS** listed below. Note: Some of these functions may be performed by one or more employees of the Offeror or Subcontractors; consequently, an individual might be billed under the contract at different rates appropriate to the functions performed. **Only the maximum rate paid to any individual for each listed job function** - regardless of employer (Offeror or Subcontractor) - **must be provided and will be considered for this response**. Rates for lower paid individuals or for other job functions, if any, will be addressed during contract negotiations.

- |                                      |  |
|--------------------------------------|--|
| 1. Contract Management               | (Estimated at 5% of total labor effort)  |
| 2. Project Management                | (Estimated at 10% of total labor effort) |
| 3. InStream Flow Evaluation          | (Estimated at 15% of total labor effort) |
| 4. Fish Scientist                    | (Estimated at 15% of total labor effort) |
| 5. Fish Field Team Leader            | (Estimated at 20% of total labor effort) |
| 6. Wetlands and Vegetation Scientist | (Estimated at 15% of total labor effort) |
| 7. FERC Licensing Expert             | (Estimated at 10% of total labor effort) |
| 8. Permitting                        | (Estimated at 10% of total labor effort) |

\*In accordance with the submittal Checklist ('rfp-b'), item 10.3, *Billing Rates must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor)*

Response will be scored as follows: The maximum hourly rates proposed for the job functions listed above will be multiplied by the percentage of total labor effort (estimated above) and then summed to obtain an aggregate rate for each Offeror. If more than one rate is provided for any job function, only the highest rate will be used. Each Offeror's score will be calculated using the following equation - except that the **score will be zero if a rate for each listed function is not provided by an Offeror**.

$$\frac{(\text{Lowest aggregate rate from all Offerors}) \times (\text{MPP}^*)}{(\text{Offeror's aggregate rate})} = \text{Offeror's Criterion Score}$$

\*MPP = Maximum Possible Points = (5) x (Number of Evaluators) x (Weight)

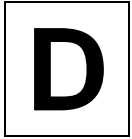
If no federal funding, then per AS 36.30.250(b), aggregate rates shall be reduced for the above calculation by the following applicable percentages when the rates are from Offerors that **designate preferences on page one of Part D**.

- ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)]..... 5%
- ALASKA VETERAN-OWNED BUSINESS PREFERENCE [AS 36.30.175] (maximum \$5000)..... 5%
- and only ONE of the following:
- EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.170(c)] ..... 15%
- DISABLED SOLE PROPRIETOR OR 50% DISABLED EMPLOYEES [AS 36.30.170(e & f)]..... 10%

To claim employment or disabled preference, Offeror must be on the appropriate Alaska Division of Vocational Rehabilitation list at the time designated for opening (i.e., receipt

# Alaska Industrial Development & Export Authority PROPOSAL FORM

PART



**THIS FORM MUST BE THE FIRST PAGE OF PROPOSAL.** Attach criteria responses as explained in Part B - Submittal Checklist. No transmittal letter or cover sheet will be used.

### PROJECT

Project Numbers-State/Federal.....	N/A
Project Title .....	Term Agreement for Bradley Lake Hydroelectric Project Environmental Services
RFP No. ....	22045

### OFFEROR (CONTRACTOR)

Contractor.....	
Street.....	
P.O. Box.....	
City, State, Zip.....	
Alaska Business License Number .....	<i>License is a prerequisite to Proposal.</i>
Federal Tax Identification No. ....	
DOT&PF DBE Certification No. (if any) .....	
Individual(s) to sign contract .....	
Title(s) .....	
Type of business enterprise (check one) .....	[    ] Corporation in the state of . :
[    ] Individual    [    ] Partnership    [    ] Other(specify) .....	

### ALASKA STATUTORY PREFERENCES (IF NO FEDERAL FUNDING)

Check the applicable preferences that you claim for the proposed contract (reference Criteria 11, 12 & 13 in Part C):  
 Alaska Bidder (Offeror) **AND>>**  Veterans **AND>>**  Employment Program or  Disabled Persons

### PROPOSED SUBCONTRACTOR(S)

<u>Service, Equipment, etc.</u>	<u>Subcontractor &amp; Office Location</u>	<u>AK Business License No.</u>	<u>DOT&amp;PF DBE Certification No.</u>

### CERTIFICATIONS

I certify: that I am a duly authorized representative of the Contractor; that this Submittal accurately represents capabilities of the Contractor and Subcontractors identified herein for providing the services indicated; and, that the requirements of the Certifications on page 2 and 3 of this Part D for 1) Alaska Licenses/Registrations, 2) Insurance, 3) Federal-Aid Contracts exceeding \$100,000, 4) Cost and Pricing Data, 5) Trade Restrictions/Suspension/Debarment, 6) Foreign Contracting, 7) DBE Commitment, and 8) Former Public Officer - will be complied with in full. These Certifications are material representations of fact upon which reliance will be placed if the proposed contract is awarded. Failure to comply with these Certifications is a fraudulent act. The Contracting Agency is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Contractor and Subcontractors. This proposal is valid for at least ninety days.

Signature .....	
Name.....	Date:
Title.....	Telephone (voice):
	(fax):
	Email Address:

## CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

PART

D

Contractor and all Subcontractors shall comply with the following applicable requirements of Alaska Statutes:

1. **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time designated for opening (i.e., receipt) of proposals as required by AS 36.30.210(e) for Contractor; and not later than five days after a Notice of Intent to Award as required by AS 36.30.210(a) and AS 36.30.250(a) for all Subcontractors. In accordance with Administrative Manual, Section 81.120, proof of application for an Alaska Business license will satisfy this requirement. Per AAM 81.120, acceptable evidence that the offeror possesses a valid Alaska business license consists of any one of the following:
  - a. Copy of the Alaska business license.
  - b. Certification on the bid or proposal that the bidder/offeror has a valid Alaska business license number and has written the license number in the space provided on the proposal.
  - c. A canceled check that demonstrates payment for the Alaska business license fee.
  - d. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
  - e. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
  - f. Other forms of evidence acceptable to the Department of Law.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(14)) for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
3. **Certificate of Authorization for Corporate Practice** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.241). Corporations offering to provide Architectural, Engineering or Land Surveying services do not need to be registered for such disciplines at the time proposal is submitted provided they obtain corporate registration before contract award (AS 08.48.241).
4. **Certificate of Incorporation** (Alaska firms) or **Certificate of Authorization for Foreign Firm** ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).
5. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (reference AS 08.48.241) which names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.
6. **All partners** in a Partnership to provide Architectural, Engineering, or Land Surveying **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.
7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).
8. **Contracts for Architecture, Engineering or Land Surveying** may not be awarded to individuals, corporations or partnerships not in compliance, respectively, with the provisions of paragraph 2, 3, and 6, above (AS 36.90.100).

**[For information about licensing, Offerors may contact the Alaska Department of Commerce and Economic Development, Division of Occupational Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx> .]**

## CERTIFICATION FOR INSURANCE

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of DOT&PF Form 25A269, Indemnification and Insurance.

## CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000

The individual signing this proposal certifies to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded. Submission of this certification is a prerequisite for making or entering into the proposed contract imposed by Section 1352, Title 31, U.S. Code. The Contractor also agrees by submitting this proposal that Contractor shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such Subcontractors shall certify and disclose accordingly.

**CERTIFICATION - COST AND PRICING DATA**

In accordance with AS 36.30.400, any cost and pricing data submitted herewith, or in any future price proposals for the proposed contract, will be accurate, complete and current as of the date submitted and will continue to be accurate and complete during the performance of the contract, if awarded.

The contractor certifies that all costs submitted in a current or future price proposal are allowable in accordance with the cost principles of the Federal Acquisition Regulations of Title 48, Code of Federal Regulations (CFR), Part 31 and that the price proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31. In addition, all known material transactions or events that have occurred affecting the firm's ownership, organization and indirect costs rates have been disclosed.

**CERTIFICATION – TRADE RESTRICTIONS AND SUSPENSION AND DEBARMENT**

The individual signing this proposal certifies to the best of his or her knowledge that the Contractor and any subcontractors are in compliance with DOT&PF 25A262 Appendix A, General Conditions, Article A25 and Article A26.

**CERTIFICATION - FOREIGN CONTRACTING**

For state funded projects: by signature on this solicitation, the offeror certifies that all services provided under this contract by the Contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

**CERTIFICATION – DBE COMMITMENT**

For federal-aid projects with DBE goals: if the Contractor submits a utilization report that proposes to use certified DBE's in the performance of work, the Contractor certifies that every effort will be made to meet or exceed the proposed percentage.

In addition, the Contractor certifies that a Consultant Registration form shall be submitted to the DBE/Civil Rights Office for their firm and each subconsultant prior to award.

**CERTIFICATION – FORMER PUBLIC OFFICER**

**Any proposer listing as a member of the proposer's team a current public officer or a former public officer who has left state service within the past two years must submit a sworn statement from that individual that the Alaska Executive Branch Ethics Act does not prohibit his or her participation in this project. If a proposer fails to submit a required statement, the proposal may be deemed nonresponsive or nonresponsible, and rejected, depending upon the materiality of the individual's proposed position.**

The Ethics Act bars a public officer who leaves state service from representing, advising or assisting a person for compensation regarding a matter –

that was under consideration by the administrative unit in which the officer served, and in which the officer participated personally and substantially through the exercise of official action,

for two years after leaving state service. See AS 39.52.180(a). "Public officer" includes a state employee, a member of a state board and commission, and a trustee of the Exxon Valdez Oil Spill Trust. "Official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction. Possible remedies for violating the bar include penalties against the former public officer and voiding the state grant, contract or lease in which the former public officer is involved.

Additionally, former public officers may not disclose or use information acquired in the course of their official duties that could in any way result in a benefit to the former public officers or their families, if the information has not been disseminated to the public or is confidential by law, without appropriate authorization. See AS 39.52.140.

Each current or former public officer is responsible for determining whether he or she may serve in the listed capacity on this project without violating the Ethics Act. A form that a former public officer may use to certify their eligibility is attached. Current public officers may seek advice from their designated ethics supervisors concerning the scope and application of the Ethics Act. Former public officers may, in writing, request advice from the Office of the Attorney General, Ethics Attorney concerning the application of the Ethics Act to their participation in this project. It is the responsibility of the individual and the proposer to seek resolution in a timely manner of any question concerning the individual's eligibility.

**Former Employee’s Certification of Eligibility  
Under the Alaska Executive Branch Ethics Act  
(AS 39.52.140, AS 39.52.180)**

I am a former employee of the State of Alaska and left state service within the last two years. My last position with the state was [job title] with the [name of state agency and administrative unit]. I propose to work on [describe state contract or other matter] on behalf of [name of current employer]. This work will not involve any matter (a) that was under consideration by the state administrative unit that I served, and (b) in which I participated personally and substantially during my state service through the exercise of official action (“official action” means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction). I am therefore eligible to participate in this [contract or matter] under the Alaska Executive Branch Ethics Act. I also understand that as a former public officer I may not disclose or use information acquired in the course of my official duties that could in any way result in a benefit to me or my family, if the information has not been disseminated to the public, or that is confidential by law, without appropriate authorization.

I certify under penalty of perjury that the foregoing is true.

Dated: \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, Alaska.

\_\_\_\_\_  
[name of former state employee]

STATE OF ALASKA )  
 ) ss.  
\_\_\_\_\_ JUDICIAL DISTRICT )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, [name of former state employee], whom I know to be the individual described in and who executed this certification, personally appeared before me and acknowledged that [s]he signed the certification as [her or his] free and voluntary act.

IN WITNESS WHEREOF, I have placed my signature and affixed my official seal.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: \_\_\_\_\_

*If no notary or other official (judge, magistrate, U.S. postmaster or municipal clerk) is available, omit the notary certificate and include the following statement in the text: A notary or other official empowered to administer oaths is unavailable.*

**APPENDIX B**  
**Statement of Services**

RFP No:	22045
Date Prepared:	1/27/22

**Term Agreement for Bradley Lake Hydroelectric Project**  
**Environmental Services**

**ARTICLE B 1 PURPOSE ..... 2**

**ARTICLE B2 SCOPE OF SERVICES - CATEGORIES ..... 4**

## **ARTICLE B1 PURPOSE**

### **B1.1 Background**

The primary mission of the Alaska Energy Authority (AEA or the Authority) is to reduce the cost of Energy in Alaska. After being created by the Alaska Legislature in 1976, the Authority worked throughout the 1980s to develop the state's energy resources as a key element in diversifying Alaska's economy. A number of large-scale projects were constructed. After additional legislation in 1993 and 1999, the Authority's primary role was to own existing hydroelectric projects and the Alaska Intertie. Although AEA's role has since expanded programmatically, it still manages and provides oversight to state-owned energy assets.

The Authority owns Bradley Lake Hydroelectric Project (BLHP) which was completed in 1991. The BLHP is licensed under the Federal Energy Regulatory Commission (FERC) (FERC No. P-8221). The project is located at the northeast end of Kachemak Bay about 27 miles from Homer, Alaska. The BLHP is the largest hydroelectric facility in the state of Alaska with a nominal rating of 120 MW and generates 390,000 MWh of energy annually on average by two 60 MW Pelton wheel units. Facilities include a concrete faced rockfill dam 125 feet in height and 600 feet in length, three and a half mile long power tunnel, powerhouse, barge dock, permanent housing, airstrip, 20 miles of transmission lines and four small diversion systems. In 2016, the BLHP license was amended to include the West Fork Upper Battle Creek diversion. The diverted flows are conveyed to Bradley Lake via an underground pipeline located adjacent to a newly constructed access road. Construction was completed in 2020.

A Bradley Project Management Committee (BPMC) was formed in 1988 with representatives from each of the power purchasers and the Authority. The BPMC utilities are: Homer Electric Association (HEA), Chugach Electric Association (CEA), Matanuska Electric Association (MEA), Golden Valley Electric Association (GVEA), and the City of Seward Electric System (SES). The BPMC is responsible for the management, operation, maintenance, and improvement of the BLHP, subject to the non-delegable duties of the Authority. The licensed Project is operated and maintained by HEA for the Authority. Dispatch services are provided by CEA.

In the coming year, the Authority will be amending its BLHP license to raise the spillway and potentially the dam height at Bradley Lake. The Authority also intends to investigate the expansion of the BLHP with the construction of the Dixon Diversion Project (DDP), which is located in the Martin River drainage approximately six miles south of BLHP. In addition to these projects, AEA has ongoing need for licensing and environmental services support to comply with the current BLHP FERC license terms and conditions and additional information requests as well as management of the non-FERC jurisdictional 39-mile long Sterling to Quartz Creek transmission line right-of-way.

By way of this RFP, the Authority is soliciting proposals from consultants who are qualified to: (a) prepare the documents that must be filed with FERC, including but not limited to license amendment(s) and additional information requests; (b) complete agency and stakeholder consultation and study planning; (c) implement FERC-approved studies and all required technical reporting; (d) complete impact assessment and development of protection, mitigation, and enhancement measures; (e) assist the Authority in obtaining and compliance with other required permits (e.g., Clean Water Act Section 404); (f) maintain the consultation and administrative record throughout the process; and (g) provide environmental services to assist the Authority in complying with the BLHP license terms and conditions and Sterling to Quartz Creek transmission line right-of-way.

In addition to FERC licensing experience, the majority of technical expertise is expected to be needed in fisheries, in-stream flow, water quality, wetland/vegetation inventory and mapping. This RFP is for a term contract for these services. The duration may be up to six years with a maximum contract value of \$5,000,000. The Authority may award more than one term contract. RFPs for specific services will be issued to the selected term contractors as need arises.

The successful Contractor(s) will have the following minimum qualifications:

- Expert knowledge and experience with information requirements for FERC hydropower licensing and license amendment processes, National Environmental Policy Act (NEPA), and other relevant laws.
- Expert knowledge and experience in study planning and collecting and organizing information related to FERC hydropower licensing processes, NEPA, and other relevant laws.
- Expert knowledge and experience in fisheries and aquatic habitat assessments, instream flow methodologies, water quality, and vegetation and wetlands inventory and mapping.
- Experience working in Alaska and in glacial streams.

## **B1.2 General**

The term contract that will be awarded under this RFP is intended to provide FERC licensing, related permitting, and environmental services necessary to assist the Authority in pursuing the DDP, BLHP license amendments, complying with FERC BLHP license terms and conditions, and transmission line ROW permitting and vegetation management.

The primary tasks (80%-90%) under this RFP are:

- FERC and other permitting support
- Study Planning
- Fisheries Studies, Surveys and Monitoring
- In-stream flow studies
- Water Quality Assessment and Monitoring
- Preparation of reports for FERC and responses to agencies

Secondary activities (10%) that could be tasked are:

- Wildlife/Human interaction plans
- Wetlands/Vegetation Inventory and Mapping
- Baseline reporting for geology, cultural, subsistence, recreation and socioeconomic resources.

The scoring and evaluation of qualifications for this RFP will be weighted based on the qualifications necessary to perform Tasks 5.2.1 through 5.2.3 described below. Approval to use additional prime Contractor staff or add Subcontractors to complete Task 5.2.4 activities can be made at the time the need for those activities occurs.



## **Article B2 Scope of Services Items**

The scope of work items are identified below. The actual scope of work and requirements for each task order will be identified in the request for proposals (RFP) issued to the selected term Contractor(s). It is anticipated that the Contractor will be required to provide for all logistics, permitting, personnel, transportation, and support needed to conduct field studies or any other type of work required.

### FERC Licensing and Other Permitting

In the coming year, the Authority will be amending its BLHP license to raise the spillway and potentially the dam height at Bradley Lake. The Authority also intends to investigate the expansion of the BLHP with the construction of the Dixon Diversion Project (DDP), which is located in the Martin River drainage approximately six miles south of BLHP. In addition to these projects, AEA has ongoing need for licensing and environmental services support to comply with the current BLHP FERC license terms and conditions and additional information requests, as well as management of the non-FERC jurisdictional 39-mile long Sterling to Quartz Creek transmission line right-of-way.

The Contractor shall be prepared to support the Authority in FERC and other permitting processes for these projects including consultation with FERC and other regulatory agencies; drafting applications and other required documentation; facilitating public and agency meetings; preparation of presentations; study planning; oversight of study implementation; development of protection, mitigation and enhancement measures; and impact assessment. The Contractor shall work with AEA's engineering team in preparation of FERC documents.

The Authority anticipates the environmental issues related to project developments are primarily related to fisheries and aquatic resources, and secondarily wildlife habitat and wetlands. While none to minimal impacts are anticipated to geology, cultural, subsistence, recreation, and socioeconomic resources, the Contractor shall be prepared to document baseline conditions for these resources; assess project impacts; and develop protection, mitigation, and enhancement measures, if necessary.

The Authority will want the ability to consult directly with the license expert without environmental manager being on telephone.

License expert will be primarily for environmental and is not anticipated to be used for engineering/dam safety.

### Environmental Permit Acquisition

The Contractor shall acquire all environmental permits, permit modifications and clearances required for project development as well as permits necessary to conduct field work for various studies. Permits to be acquired may include but are not limited to the following:

- Clean Water Act Section 404 Permit: US Army Corps of Engineers
- Clean Water Act Section 401 Certification: Alaska Department of Environmental Conservation (ADEC)
- Land Use Permits: Federal, State, and/or Private.
- Special Area Use Permits: Alaska Department of Fish and game (ADF&G).
- Fish Habitat Permits: ADF&G.
- Temporary Camp Permits: ADEC
- Water Rights: Alaska Department of Natural Resources

The Contractor shall prepare all required applications and other information necessary to acquire permits. The Contractor shall assist the Authority in resolving any issues identified during the permit process.

### Communications

During performance of the work, the Contractor will be required to coordinate, develop, and participate in various forms of communication with the public, resource agencies, and key stakeholders, to gather information and provide updates on project status. This may include one or more of the following tasks:

- reserving facilities;
- providing comment sheets for written comments;
- preparing meeting agendas;
- providing pertinent graphics and visual aids;
- preparing written meeting summaries.

### Fisheries Studies, Surveys and Monitoring

The Contractor shall be prepared to conduct a review of historical and current data and develop study plans for the Authority, FERC, and agency approval. Work will include a detailed literature survey to gather existing data and information on fisheries and the project area to support project development activities and assess the impact on these resources by project development.

New studies or plans may include fish surveys, Essential Fish Habitat assessment, stream habitat assessments, in-stream flow studies, and other related work, including salmon escapement and run timing, migration patterns, resident fish abundance and distribution, evaluation of salmon spawning habitat, and fish passage modeling. Basic water quality parameters (stream flow and velocity, turbidity, temperature, dissolved oxygen, pH, etc.) may need to be collected during fisheries field work as well.

Both office and field studies may be required to document baseline conditions; assess impacts of project alternatives; and identify protection, mitigation and enhancement measures. The Contractor shall implement studies as approved by FERC and regulatory agencies to support project development. The Contractor shall be prepared to present the findings of all studies at public and agency meetings.

Contractor needs to be knowledgeable and experienced with physical habitat based assessment (IFIM-PHABSIM program SEFA), hydrology, fisheries, fish habitat, and basic water quality parameters. The rivers around the Bradley Lake Project are glacially fed. Strong preference for extensive knowledge of appropriate study methodologies and assessments in glacially-dominated streams.

Contractor needs to demonstrate experience with study planning, implementation, reporting, documentation and responsiveness required on a FERC-regulated project. Agency consultation, comments, and responses to comments will need to be well documented and maintained as part of the administrative record.

### Wetlands/Vegetation Inventory, Delineation and Mapping

The Contractor may be required to delineate wildlife habitat and/or wetlands; conduct wetland functional assessments; assess the impacts of projects alternatives; and develop protection, mitigation, and enhancement measures through consultation with agencies.

The Contractor may be required to conduct research, inventories, and sampling of vegetation communities in the proposed project areas and develop a disturbed vegetation remediation plan. The Contractor may also be required to consult with the Army Corps of Engineers and support the Authority in preparing Clean Water Act Section 404 application(s).

The Contractor shall be prepared to present the findings of all studies at public and agency meetings.

### Wildlife Studies, Plans, and Monitoring

The Contractor shall review all historical documents previously prepared for the project sites.

- Contractor may respond to agency questions on wildlife.

- Contractor may prepare plans (e.g., bear safety, goat impact minimization, moose habitat mitigation) in consultation with agencies.

The Contractor shall be prepared to present the findings of all studies at public and agency meetings.

Other Tasks

The Contractor may be required to provide other environmental services, analysis, or recommendations that may be necessary to support the development of FERC license amendment applications or transmission ROW activities. The necessary tasks and deliverables will be identified in the scope of work of each solicitation and the Contractor's submission.

# INDEMNIFICATION AND INSURANCE

## Appendix D in Professional Services Agreements

RFP #: 22045  
Date Prepared: 1/27/22

CONTRACTOR shall include the provisions of this form in all subcontracts which exceed \$25,000 and shall ensure Subcontractor's compliance with such provisions.

### ARTICLE D1 INDEMNIFICATION

D1.1 The CONTRACTOR shall indemnify, hold harmless, and defend the CONTRACTING AGENCY from and against any claim of, or liability for negligent acts, errors or omissions 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 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.

D1.2 The CONTRACTOR shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Appeals Officer.

D1.3 The CONTRACTOR shall correct, through re-performance at its expense, any services which are deficient or defective because of the CONTRACTOR's failure to perform said services in accordance with professional standards, provided the CONTRACTING AGENCY has notified the CONTRACTOR in writing within a reasonable time, not to exceed 60 days, of the discovery of any such deficiency during the performance of the services and within 12 months of the date of final payment under this Agreement.

### ARTICLE D2 INSURANCE

D2.1 Without limiting the CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall purchase at its own expense and maintain in force at all times for the duration of this Agreement, plus one year following the date of final payment, 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 CONTRACTING AGENCY shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the CONTRACTING AGENCY and incorporated into this Agreement with copies attached to this document. Certificates must provide for the CONTRACTING AGENCY to receive notice of any policy cancellation or reduction per AS 21.36 Sections 210-310. Failure to furnish certificates of insurance or lapse of the policy is a material breach and grounds for termination of the CONTRACTOR's services and may preclude other Agreements between the CONTRACTOR and the CONTRACTING AGENCY.

D2.1.1 Worker's Compensation Insurance: The CONTRACTOR shall provide and maintain, for all employees engaged in work under this Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal USL&H and Jones Act requirements. The policy(s) must waive subrogation against the State of Alaska.

D2.1.2 Commercial General Liability Insurance: Such policy shall have **minimum** coverage limits of \$300,000 combined single limit per occurrence or split limits of \$300,000 per person/\$500,000 per occurrence. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the CONTRACTING AGENCY.

D2.1.3 Comprehensive Automobile Liability Insurance: Such policy shall have **minimum** coverage bodily injury liability limits of \$300,000 combined single limit per occurrence or split limits of \$300,000 per person/\$500,000 per occurrence. The policy shall cover all owned, hired and non-owned vehicles. In addition, it shall have a minimum of \$50,000 per occurrence property damage liability limits.

D2.1.4 Professional Liability (E&O) Insurance: Covering all negligent errors or omissions, and negligent acts, which the CONTRACTOR, Subcontractor or anyone directly or indirectly employed by them, make in the performance of this Agreement which result in financial loss to the State of Alaska. Limits required are per the following schedule:

**MINIMUM LIMITS OF E&O INSURANCE**

<u>Contract Amount</u>	<u>Combined Single Limit, Per Occurrence &amp; Annual Aggregate</u>
Under \$25,000	As Available
\$25,000 to \$100,000	\$300,000
\$100,000 to \$499,999	\$500,000
\$500,000 to \$999,000	\$1,000,000
\$1,000,000 and over	Negotiable

D2.1.5 Professional Liability Insurance required for this

Agreement is

\$ 1,000,000

**ARTICLE D3**

**MODIFICATION OF INSURANCE REQUIREMENTS**

(Article D3 is completed only when some of the standard insurance coverages are not applicable.)

**CONTRACTOR RELATED MODIFICATIONS**

- D3.1  **Workers Compensation Insurance** is not required because the CONTRACTOR is an Independent Contractor, Sole Proprietor or Self-Employed Person having no employees in any sense of AS 23.30.045.
- D3.2  **Comprehensive or Commercial General Liability Insurance** is not required because the general public and clients do not have any business access to a place of business or home office maintained by the CONTRACTOR.
- D3.3  **Comprehensive Automobile Liability Insurance** is not required because only public transportation, or a rented passenger vehicle with business use insurance, will be used to accomplish requirements of this Agreement.

**PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE**

***When services may apply to fire, life safety or structural aspects and/or wherever the services should safeguard life, limb, health or property, Professional Liability Insurance shall be required.***

(E&O Coverage may be waived only if it was specifically not required within the solicitation for proposals.)

- D3.4  **Professional Liability (E&O) Insurance** is not required because: 1) the CONTRACTING AGENCY's use of the services or Work products obtained from the CONTRACTOR will not result in significant exposure to any third party claims for loss or damage; and 2), the CONTRACTOR services will not apply to any construction, alteration, demolition, repair or direct use of any highway, airport, harbor, building or other structure.
- D3.5  **Professional Liability (E&O) Insurance** is not required because this Agreement is for one of the following applicable (*checked*) services for which E&O coverage is not needed:
  - Right-of-Way Fee Appraisals
  - Photogrammetric Mapping Services
  - Architectural/Engineering review of Construction Bid Documents wherein design responsibility clearly remains with the designer of record.

**OTHER BASIS FOR MODIFICATIONS**

(Requires written concurrence from Division of Risk Management)

- D3.6  Attached Exhibit D-1 identifies and provides justification for insurance modifications.

Above *checked* modifications of the insurance requirements specified in Article D2 are hereby approved:

**CONTRACTING OFFICER**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# CERTIFICATION OF COMPLIANCE

## APPENDIX E

RFP No: 22045 Date Prepared: 1/27/22
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### ALASKA LICENSES/REGISTRATIONS AND INSURANCE

Contractor and all Subcontractors shall comply with the following applicable requirements of Alaska Statutes:

1. For Procurements over \$100,000, **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time designated for opening (i.e., receipt) of proposals as required by AS 36.30.210(e) for Contractor; and not later than five days after a Notice of Intent to Award as required by AS 36.30.210(b) for all Subcontractors.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(14)) for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
3. **Certificate of Incorporation (Alaska firms) or Certificate of Authorization** for Foreign Firm ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).
4. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (reference AS 08.48.241) which names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.

5. **Corporations, limited liability companies, and limited liability partnerships** shall have a valid Certificate of Authorization under 08.48.241 prior to award.
6. **All partners** in a Partnership to provide Architectural, Engineering, or Land Surveying **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.
7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of Appendix D, "Indemnification and Insurance", DOT&PF Form 25A269, as prepared for this Agreement.

**I certify that I am a duly authorized representative of the Contractor and that the above requirements for Alaska Licenses, Registrations and Insurance will be complied with in full. This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded.**

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Signature	Date
Name .....	
Title .....	

[For information about licensing, Offerors may contact the Alaska Department of Commerce and Economic Development, Division of Occupational Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: <http://www.dced.state.ak.us/occ/home.htm>.]