



Alaska Energy Authority

SMALL PROCUREMENT DOCUMENTS

for Construction Related Professional Services - RFP, Proposal & Award per AS 36.30.320 and 2 AAC 12.400

PART A - REQUEST FOR PROPOSALS

GENERAL INFORMATION

These documents consist of three parts (Part A - Request for Proposals; Part B - Proposal Form; Part C - Contract Award, Notice to Proceed & Invoice Summary), -- **plus the current edition dated April 2014 of the Standard Provisions Booklet** (DOT&PF Standard Provisions for Small Procurements of Construction Related Professional Services) that is hereby incorporated by reference. The Booklet will not be distributed with any of the three parts; however, a copy may be obtained in person at the Contracting

Agency's office or on the DOT/PF website http://dot.alaska.gov/procurement/prosvcs/assets/Prosvcs_Stand_Provisions_Booklet.pdf. The Booklet contains copies of the Small Procurements Procedure (Chapter 2 of the PSA Manual), Appendix A (General Conditions), Appendix C (Compensation), Exhibit C-1 (Methods of Payment), Appendix D (Indemnification and Insurance), and Appendix E (Certification for Licenses and Insurance).

Project Title: West Fork Upper Battle Creek Consulting Engineer Independent Review	Contracting Agency: Alaska Energy Authority 813 West Northern Lights Anchorage, AK 99503
Project Number(s): RFP #: 18033	
Project Site (City, Village, etc.) Anchorage, AK	
Agency Contact: Bryan Carey, Project Manager	Phone: (907) 771-3065 Fax: (907) 771-3044
Estimated Amount of Proposed Contract:	<input checked="" type="checkbox"/> less than \$50,000 <input type="checkbox"/> \$50,000 to \$100,000 <input type="checkbox"/> \$100,000 to \$150,000 <input type="checkbox"/> \$150,000 to \$200,000

REQUIRED SERVICES: are described in the enclosure consisting of Three pages, dated 11/6/17

The Contractor must certify the firm, or any of the firm's "team" does not have a material personal or financial interest in the outcome of this project.

By signing the proposal form (SP-B) you further certify that no other relationship, bias, or ethical conflict exists which will prevent the firm from providing an independent review based solely in accordance with the Request for Proposal.

Note: Offerors shall carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the purchasing authority before proposal due date. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based upon any omission, error, or the content of the solicitation will be disallowed if not made in writing before the proposal due date.

PERIOD OF PERFORMANCE: Begin: December, 2017 End: December 31, 2017

PROPOSAL FORMAT

Written proposals to provide the required services shall consist of the enclosed "Part B - Proposal Form", completed as indicated, plus a **letter not to exceed THREE (8.5" x 11") pages**. If a Price Estimate

is required, the page limit does not include the Price Estimate. Proposals that exceed the page limit may be disqualified. Proposals may be faxed or hand delivered to the Contracting Agency.

PRICE AND METHOD OF PAYMENT

A Price Estimate is NOT required with your proposal. The selected Offeror shall submit a Price Estimate within **one** business day following a request from the Contracting Agency.

A Price Estimate is required with your proposal.

A Price Estimate shall include all tasks to perform the contract and be prepared in the format shown below. Note that a Price Estimate is not a bid. It is a negotiable offer. A Fixed Price contract is desirable; however, a Cost Reimbursement contract may result if a Fixed Price cannot be negotiated.

PRICE ESTIMATE FORMAT (if required per above)						
1. *	Direct Costs of Direct Labor (DCDL). Provide a table with the following columns (Names required only for key staff and persons "in-responsible-charge"):					
	<u>Job Classification</u>	<u>Name</u>	<u>Total Hours</u>	<u>Rate (\$/hr) *</u>	<u>Estimated Cost (\$)</u>	Total DCDL \$ _____
2. *	Indirect Costs (IDC).			IDC Rate: _____%		Total IDC \$ _____
3.	Subcontracts. List each, the amount for each and attach an estimate in this format for each.					Total Subcontracts \$ _____
4.	Expenses. (Equipment, transportation, food and lodging, reproduction, etc. - if not included in Indirect Costs.) Amounts shall be based on actual cost to the Offeror, without any profit or other markup. Provide a table with the following columns:					
	<u>Item</u>	<u>Quantity</u>	<u>Cost (\$/Unit)</u>	<u>Estimated Cost (\$)</u>		Total Expenses \$ _____
5. *	Total Estimated Cost. Sum of DCDL + IDC + Subcontracts + Expenses.					Total Cost \$ _____
6. *	Proposed Fee. List a proposed amount (not a percentage) for profit.					Fee \$ _____
7.	Total Estimated Price. Sum of Total Estimated Cost plus Proposed Fee.					Total Price \$ _____
* Sole proprietorships and small firms that do not maintain an accounting system that separately identifies costs for "payroll" benefits and overhead, for routine allocation of such costs to jobs, may omit items 2, 5, & 6 if the Rates (\$/hr) in Item 1 are proposed as Billing Rates (DCDL + IDC + FEE). Firms that routinely allocate Indirect Costs to projects may not use Billing Rates for this estimate.						

SUBMITTAL DEADLINE AND LOCATION		
DATE: November 20, 2017	PREVAILING TIME: 3:00 PM	FAX: (907) 771-3044
		OR Email: rwooten@aidea.org
Hand deliver proposal directly to following location, and person, if named; or Fax/email to a number above:		
Alaska Energy Authority Attn: Rich Wooten 813 West Northern Lights Anchorage, AK 99503	<u>When submitting proposals, please make sure to identify the project title and the RFP number on the outer envelope of the submittal package</u>	
Late proposals will not be considered. Offerors are responsible to assure timely delivery and receipt and are encouraged to respond at least four business hours prior to the above deadline. Any addendum issued less than 24 hours prior to a Deadline will extend that Deadline by a minimum of an additional 24 hours. The Contracting Agency shall not be responsible for any communication equipment failures or congestion and will not extend the deadline for any proposals not received in their entirety prior to the deadline. Except for hand delivered proposals, confirmation of receipt by telephone or other means four hours or less prior to deadline will not be provided. (An out-of-town/state Offeror may electronically transmit their proposal to a local personal representative who may reproduce a copy of it and deliver it "in person" to the submittal location prior to the deadline.)		

BASIS OF SELECTION

This solicitation does not guarantee that a contract will be awarded. All proposals may be summarily rejected. Our intent, however, is to select a Contractor based on the following criteria:

- 1) Project Understanding and Commitment
- 2) Methodology and Work Plan
- 3) Personnel & Firm Qualifications, Experience
- 4) Price Estimate
- 5) Schedule
- 6) Other (specify): n/a

Proposals will be evaluated per Chapter 2 of the DOT&PF PSA Manual.

END OF PART A



SMALL PROCUREMENT DOCUMENTS PART B - PROPOSAL FORM

THIS COMPLETED FORM MUST BE THE FIRST PAGE. NO OTHER COVER SHALL BE USED.

Project Title: West Fork Upper Battle Creek Consulting Engineer Independent Review
RFP No.: 18033

PROPOSAL REQUIREMENTS

Proposals shall demonstrate comprehension of the objectives and services for the proposed contract; include a brief overview of what will be done; and show a sequence and schedule for each important task. Assumptions made in formulation of the proposal and the support expected from the Contracting Agency shall be defined. The key individuals who will perform services shall be named (including all who would be "in responsible charge" (Ref: AS 08.48) for Architecture, Engineering and/or

Land Surveying with their Alaska registration number). Include a brief -- about one paragraph -- statement for each person named which describes **experience directly related** to the service(s) they will perform. Proposed subcontracts, if any, shall be explained. Resources -- support personnel, facilities, equipment, etc. -- current and projected workload could be summarized. Any **unique** qualifications or knowledge of the project, project area, or services to be provided, should be identified.

ALASKA STATUTORY PREFERENCES **are** **are not** applicable to this contract.
If applicable, check those preferences that you (Offeror) claim.
 Alaska Bidder (Offeror) **AND>>** Veterans **AND >>** Employment Program **OR** Disabled Persons
2 AAC 12.260(d) AS 36.30.175 **if applicable** AS 36.30.170(c) AS 36.30.170 (e & f)
Invalid claim(s) will result in the Offeror's disqualification for contract award.

PROPOSAL

The undersigned has reviewed Part A - RFP of these documents, understands the instructions, terms, conditions, and requirements contained therein and in the Standard Provisions Booklet, and proposes to provide the required services described in Part A in accordance with the attached letter which constitutes our proposal to complete the project.

will be placed if this contract is awarded and that 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 Offeror and Subcontractors. This proposal is valid for at least ninety days.

By my initials below, I certify that the Offeror and all Subcontractors identified in the Proposal shall comply with all requirements for the following items as explained in the Standard Provisions Booklet:

- [] Alaska Licenses and Registrations.
- [] Insurance, including Workers' Compensation, Comprehensive or Commercial General Liability, and Comprehensive Automobile Liability.
- [] Professional Liability Insurance as follows:
 - As available.
 - Minimum of \$300,000.

I further certify that I am a duly authorized representative of the Offeror; that this Proposal accurately represents capabilities of the Offeror and Subcontractors identified for providing the services indicated. I understand that these Certifications are material representations of fact upon which reliance

Signature **and Date**

Name :
Title :
Offeror (Firm) :
Street or PO Box..... :
City, State, Zip :
Telephone - Voice..... :
Telephone - Fax..... :

Federal Tax Identification No..... :
Type of Firm (Check one of the following):
 Individual Partnership
 Corporation in state of..... :
 Other (specify)..... :

END OF PART B



WEST FORK UPPER BATTLE CREEK CONSULTING ENGINEER INDEPENDENT REVIEW

SECTION 1. BACKGROUND INFORMATION

1.1 The Bradley Lake Hydro Project

The project is a 120 Megawatt capacity hydroelectric project located 27 air miles southeast of Homer on the Kenai Peninsula. It provides approximately 10 percent of the Railbelt area electrical energy. The project consists of Bradley Lake, a 125 foot high concrete faced, rock filled dam structure, three diversion structures, a 19,152 ft. long power tunnel, generating plant, interior substation, 20 miles of transmission line, and substation. Due to its remote location, the project has its own airstrip, boat dock, residential quarters, and utility system.

The power generation potential of Bradley Lake was first studied by the U.S. Corps of Engineers and presented in a report dated March 1955. Congress authorized the project in 1962. Federal funds were not available for its construction until 1982. The Alaska Energy Authority (then Alaska Power Authority) assumed responsibility for the project in 1982. Preliminary plans and field investigations started in 1982. In April 1984, the Authority submitted an application for license to the Federal Energy Regulatory Commission (FERC). The license to construct the project was issued on December 31, 1985. Project was declared in commercial operation September 1, 1991

In December 1987, the Authority and the Railbelt Utilities entered into a Power Sales Agreement (PSA) that, among other things, established the Bradley Lake Project Management Committee (BPMC). The purpose of the BPMC is to arrange for the operation and maintenance of the Bradley Lake Hydroelectric Project (Bradley Lake Project); and the scheduling, production and dispatch of power. The members of the BPMC are the Authority and the five utilities that purchase power under the Agreement, consisting of¹:

- Chugach Electric Association, Inc.,
- Municipality of Anchorage,
- Alaska Electric Generation & Transmission Cooperative, Inc. acting on behalf of Homer Electric Association, Inc. and Matanuska Electric Association, Inc.
- Golden Valley Electric Association, Inc. and
- City of Seward.

From 1985 through 2000 AEA issued bonds for the long term financing of the construction costs of the Bradley Lake Project and subsequent refunding of previous bond issuances. The outstanding Bradley Lake Bonds mature annually each July 1 through the year 2021.

¹ Power purchasers also include Homer Electric Association, Inc. and the Matanuska Electric Association, only to the extent set forth in Section 30 of the PSA.

1.2 Request for Work – Consulting Engineer Independent Review

The Authority expects to issue bonds to finance the proposed West Fork Upper Battle Creek Project (WFUBC). This project is estimated to have a total project cost of \$50 million and increase the energy generation of Bradley Lake by an average of 37,300 MWhrs/year.

The current Power Revenue Bond Resolution (“Resolution”) requires, as a condition of issuance of additional bonds, a written opinion from a Consulting Engineer that neither the issuance of the additional bonds, nor the payment of the cost of acquisition and construction of the capital improvements (WFUBC), will impair the ability of the Authority to pay debt service on the outstanding bonds and additional bonds through the collection of revenues under the PSA.

Consulting Engineer is defined by the Resolution as an independent engineer or engineering firm or corporation having a nationwide and favorable reputation and demonstrated experience in the field of consulting engineering for power systems, at the time retained by the Authority, pursuant to Section 708 of the Resolution to perform the acts and carry out the duties provided for such Consulting Engineer in the Resolution.

Section 708 of the Resolution states that the Authority shall, for purposes of performing and carrying out the duties imposed on the Consulting Engineer by the Resolution, employ an independent engineer or engineering firm or corporation having a nationwide and favorable reputation and demonstrated experience in the field of consulting engineering for power systems.

Revenues is defined by the Resolution as (i) all revenues, income, rents and receipts, derived or to be derived by the Authority from, or attributable to the ownership and operation of, the Bradley Lake Project, including all revenues attributable to Bradley Lake Project or to payment of the costs thereof including, without limitation, all revenues received or to be received by the Authority under the PSA or under any other contract for the sale of power, energy, transmission or other contract for the sale of power, energy, transmission or other service from Bradley Lake Project or any part thereof or any contractual arrangement with respect to the use of Bradley Lake Project or any portion thereof or the services, output or capacity thereof, and (ii) interest received or to be received on any moneys or securities (other than in the Construction Fund or in the Excess Investment Earnings Fund) held pursuant to the Resolution and required to be paid into the Revenue Fund.

SECTION 2. Scope of work

2.1 General Scope

The contractor shall review the Resolution, PSA, and financial statements of purchasing utilities and the Authority. Subject to review of these documents, the contractor shall evaluate the credit and risks of non-payment of the outstanding bonds. The Consulting Engineer shall provide an opinion as to whether the issuance of the additional bonds or the payment of the cost of acquisition and construction of the WFUBC improvements will impair the ability of the Authority to pay debt service on outstanding bonds and proposed additional bonds through the collection of revenues under the PSA.

Assumption to be used in connection with rendering the opinion is that the aggregate principal amount of additional bonds will be \$50,000,000.

Site inspections are not part of this solicitation.

2.2 Deliverables

The contractor shall provide one written electronic (PDF) opinion letter addressed to the Authority and the Bond Trustee.

2.3 Schedule

Draft Opinion Letter due December 12, 2017

Final opinion letter due December 20, 2017