

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 by telephoning the Agency to obtain instructions for receiving an electronic copy. 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: CONSULTING ENGINEER INDEPENDENT REVIEW OF	Contracting Agency:		
HEA TRANSMISSION ASSETS PURCHASE BY AEA	Alaska Energy Authority		
Project Number(s): RFP #: 21006	813 West Northern Lights		
O. 11. A. 1	Anchorage, AK 99503		
Project Site (City, Village, etc.) Sterling, Alaska			
Agency Contact: Lois Lemus, Contracting Officer	Phone: (907) 771-3909 Fax: (907) 771-3044		
Estimated Amount of Proposed Contract:			
Original scope of service (Phase 1) not to exceed \$26,000.00	\$150,000 to \$200,000		
	☐ \$100,000 to \$150,000		
REQUIRED SERVICES: are described in the enclose 7/16/2020 dated	sure Statement of Services Appendix B, 3 pages,		
Note: Contractor must certify the firm, or any of the firm's "team" interest in the outcome of this project. The Contractor furth conflict exists which will prevent the firm from providing an with the Request for Proposal.	er certify that no other relationship, bias, or ethical		
Note: Offerors shall carefully review this solicitation for a Comments concerning defects and objectionable material m authority before proposal due date. This will allow issuance the opening of a defective solicitation and exposure of Offer Protests based upon any omission, error, or the content of the before the proposal due date.	ust be made in writing and received by the purchasing e of any necessary addenda. It will also help prevent or's proposals upon which award could not be made.		
DEDICE OF DEDECTION AND TO A 1 TO A 1			
PERIOD OF PERFORMANCE: Begin: Date of Award	End: March 31, 2021 with three, one		

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 ten (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 fax, emailed, @ lemus@aidea.org or hand delivered to the Contracting Agency.

PRICE AND METHOD OF PAYMENT

Estim from	osal. The selected Offeror shall submit a Price nate within one business day following a request the Contracting Agency. A Price Estimate is required with your osal.	contract and be preparally note that a Price Estangotiable offer. A Fix however, a Cost Reim if a Fixed Price cannot	stimate is ed Price o bursemen	not a bid. It is a contract is desirable; at contract may result		
	PRICE ESTIMATE FORMAT (if required per above)					
1. *	Direct Costs of Direct Labor (DCDL). Provide a table with the		ired only for	r key staff and persons "in		
	responsible-charge"):					
	Job Classification Name Total Hours Rate	e (\$/hr) * Estimated Cost (\$)	Total DCDL \$		
2. *	Indirect Costs (IDC).	IDC Rate	:%	Total IDC \$		
3.	Subcontracts. List each, the amount for each and attach an es	stimate in this format for each.	Total S	Subcontracts \$		
4.	Expenses. (Equipment, transportation, food and lodging, reprocon actual cost to the Offeror, without any profit or other markup					
	<u>Item</u> <u>Quantity</u> <u>Cost (\$/Unit)</u> <u>Estimated Cost (\$)</u>		Tot	tal Expenses \$		
5. *	Total Estimated Cost. Sum of DCDL + IDC + Subcontracts + Ex	xpenses.		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 Propo	sed Fee.		Total Price \$		
*	* Sole proprietorships and small firms that do not maintain an accounting system that separately identifies costs for "payroll" benefits and					

SUBMITTAL DEADLINE AND LOCATION

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.

DATE: **July 23, 2020** PREVAILING TIME: 2:00 PM FAX: (907) 771-3044

OR Email: <u>llemus@aidea.org</u>

A Price Estimate shall include all tasks to perform the

Hand deliver proposal directly to following location, and person, if named; or Fax to a number above:

Alaska Energy Authority Attn: Lois Lemus 813 West Northern Lights Anchorage, AK 99503

☐ A Price Estimate is NOT required with your

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

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) Demonstrated comprehension of required services and proposed strategy for performance.
- 2) Relevant experience and credentials of proposed personnel including any subcontractors.
- 3) Reasonableness of proposed schedule for performance
- 4) Price Estimate.
- 5) Methodology and Work Plan

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

END OF PART A



Alaska Energy Authority

SMALL PROCUREMENT DOCUMENTS PART B - PROPOSAL FORM

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

Project Title: CONSULTING ENGINEER INDEPENDENT REVIEW OF HEA TRANSMISSION ASSETS PURCHASE BY AEA IRFP No.: 21006

PROPOSAL REQUIREMENTS

PROPOSAL RE	QUIREMENTS
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 If applicable, check those prefe	are not applicable to this contract. erences that you (Offeror) claim.
☐ Alaska Bidder (Offeror) AND>> ☐ Veterans AND	>> Employment Program OR Disabled Persons
	f applicable AS 36.30.170(c) AS 36.30.170 (e & f) or's disqualification for contract award.
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.	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 leasninety 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:	Signature and Date
 [X] Alaska Licenses and Registrations. [X] Insurance, including Workers' Compensation, Comprehensive or Commercial General Liability, and 	Name: Title: Offeror (Firm): Street or PO Box:
Comprehensive Automobile Liability. [X] Professional Liability Insurance as follows:	City, State, Zip: Telephone - Voice: Telephone - Fax:
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	Federal Tax Identification No: Type of Firm (Check one of the following): Individual Partnership Corporation in state of: Other (specify):

material representations of fact upon which reliance will be placed if this contract is awarded and that



Alaska Energy Authority END OF PART B

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		
<u>Iname or rormer state employee</u>		
STATE OF ALASKA)) ss.	
JUDICIAL DISTRICT)) 55.	
to be the individual described in and	who executed	, [<u>name of former state employee</u>], whom I know this certification, personally appeared before mentals [her or his] free and voluntary act.
IN WITNESS WHEREOF, I I	nave 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.

STATEMENT OF SERVICES Contract No: 21006 Date Prepared: 7/16/2020

CONSULTING ENGINEER INDEPENDENT REVIEW OF

HEA TRANSMISSION ASSETS PURCHASE BY AEA

Project Description

APPENDIX B

This request for proposal is requesting that the consultant shall be an independent engineer, engineering firm, or corporation having a nationwide and favorable reputation and demonstrated experience in the field of consulting engineering for power systems. Additionally, the consultant shall have specific experience since 2010 analyzing power projects, agreements, economics, and/or transactions on the Alaska Railbelt Grid.

This Contract will be for one year with three renewal options. The initial scope of services as listed below. The Authority will work with the winning contractor to develop scope of services for Phase 2 and the renewal years. Phase 1 is not to exceed \$26,000.00. Phase 2 and the renewal years cannot exceed a combine total of \$100,000.00. The Authority does not guarantee additional work after phase 1 or renewal years.

SECTION 1. BACKGROUND INFORMATION

1.1 The Sterling-Quartz Creek (SSQ) Transmission Line

The SSQ line is a 115kV transmission line between Sterling and Cooper Landing on the Kenai Peninsula of Alaska. It connects the Homer Electric Association (HEA) grid to the Chugach Electric Association (CEA) grid at the Quartz Creek Substation near Cooper Landing on the south shore of Kenai Lake. The primary purpose of this line is to transfer power shares from Bradley Lake Hydroelectric Project to CEA, Municipal Light and Power, Matanuska Electric Association, Seward Electric, and Golden Valley Electric Association. Bradley Lake is a 120 Megawatt hydroelectric project located 27 air miles northeast of Homer. It provides approximately 10 percent of the Railbelt area electrical energy. The secondary purpose of the SSQ line is to transmit economy power and spinning reserve between HEA and the other Railbelt utilities.

1.2 HEA Transmission Assets To Be Acquired Inclusive of SSQ Line

AEA will pay HEA a total of \$13,300,000.00 for:

- Capacity Rights in the Soldotna Substation to Sterling Substation (SS) Line (subject to reservation for native load requirements)
- Ability for AEA to direct HEA to repair and upgrade the SS Line
- All of HEA's property rights in the SSQ Line
- All of HEA's property rights to the 69kV Line
- Reimbursement of the costs to restore the SSQ Line (Swan Lake Fire)

Together the "Proposed Transaction."

1.3 Requirement for Consulting Engineer Opinion and Related Definitions

The Bradley Lake Hydroelectric Project 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 the Proposed Transaction will impair the ability of the Authority to pay Debt Service through the collection of Revenues under the Power Sales Agreement ("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 Alaska Energy Authority (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.

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 provide a written opinion regarding the analysis and findings of the O&D Committee of the Bradley Lake Project Management Committee. The opinion shall particularly address whether the Proposed Transaction is consistent with sound economics and national standards in the electric utility industry per the PSA definition of Required Project Work.
- 2. The contractor shall review the Resolution, PSA, and financial statements of purchasing utilities and the Authority and any other documents deemed appropriate by 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 the Proposed Transaction will impair the ability of the Authority to pay Debt Service through the collection of Revenues under the PSA. The assumption to be used in connection with rendering the opinion is that the aggregate principal amount of additional bonds will be \$16,000,000.

Site inspections are not part of this solicitation.

2.2 Deliverables

The contractor shall provide electronic (PDF) submittals in report format per the schedule below. The addressees will be provided at a later date.

2.3 Schedule

Draft O&D Report Opinion 9/1/20

Final O&D Report Opinion 9/8/20

Draft Bonds Opinion 10/21/20

Final Bonds Opinion 10/28/20