



**IMPORTANT NOTICE
FOR
Request for Proposal (RFP) 2011-0800-9846
Southeast Alaska Integrated Resources Plan**

IMPORTANT

If your firm is intending on responding to this Request for Proposals (RFP) you **MUST** fill out this page with the following information and return it to us via email or fax. If you do not return this page to us immediately, you will not receive any addenda, or clarifications to this RFP and any offer you submit may be rejected.

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

Company name _____
Contact name _____
Company Address _____
Telephone number _____
Fax number _____
E-mail address _____

Return to:

Contact: Althea Clapp, C.P.M.
Alaska Energy Authority
813 West Northern Lights Blvd.
Anchorage, AK 99503
FAX: (907) 771-3044
Phone: (907) 771-3018
E-mail: aclapp@aidea.org

RFP ISSUE DATE: December 1, 2010

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SECTION 1. INTRODUCTION AND INSTRUCTIONS

1.1 Purpose of this Request for Proposals (RFP)

The Alaska Energy Authority (AEA) is soliciting proposals for the development of a 50-year Regional Integrated Resource Plan (RIRP) for Southeast Alaska from Yakutat to Metlakatla.

The purpose of the plan is to create a document that identifies actions Southeast Alaskans can take so that all Southeast residents can enjoy access to affordable, reliable energy for electricity, heating and transportation. This plan is envisioned to be a tool that Southeast Alaskans can use to facilitate future economic development and energy independence.

The plan will include an assessment of regional energy concerns and issues, a regional transmission and inter-connection plan, and address individual community energy needs for electricity, heating, and transportation.

The long-range plan will identify a phased plan for generation and transmission (G&T) capital improvement projects in the Southeast Region of Alaska.

As a part of the RFP process the AEA is soliciting comments from Southeast Utility Managers regarding the scope of this solicitation. The Authority has requested all comments be received from these managers by December 9, 2010 so that if necessary, an addendum to the RFP may be issued by December 15, 2010.

1.2 Minimum Contractor Requirements to Respond

Offerors interested in responding to this request must meet the following minimum requirements. Except as noted, the Offerors may meet these requirements through the use of qualified individuals of the Offeror or subcontractors.

1. The Offeror must be able to demonstrate in their proposal they have team members with sufficient background and expertise to address the entire scope of all work required.
2. The prime contractor must assign one person as a lead project manager to coordinate the work of the Contractor and communicate with AEA. The project manager must have at least five (5) years' experience managing large multi-disciplined plans similar to this one.
3. The prime contractor must demonstrate having at least five (5) years' experience conducting plans and providing recommendations similar to those discussed in this RFP.

1.3 Issuing Office

Physical and Mailing Address:
Alaska Energy Authority (AEA)
813 West Northern Lights Blvd
Anchorage, AK 99503

Contact: Althea S. Clapp, C.P.M.
Telephone: (907) 771-3018
E-mail: aclapp@aidea.org

One (1) free RFP, with associated contract documents, may be picked up or requested from the issuing office during the regular work hours of 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m., Monday through Friday excluding state holidays.

AEA assumes no liability for incorrect addresses or delivery of RFP packages by public or private carriers.

1.4 Mailing Address and Deadline for Receipt of Proposals

Offerors must submit **five (5) copies** of their proposal to the Issuing Office, in a sealed envelope(s) clearly labeled and marked as a proposal in a manner noted below to avoid premature opening by support staff:

From: Offeror's Return Address

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

TITLE: RFP 2011-0800-9846, Southeast RIRP
DUE: January 4, 2011 4:00 p.m.

Proposals must be received in writing at the AEA office, **no later than 4:00 p.m., Alaska Standard Time, January 4, 2011**. Failure to meet the deadline will result in disqualification of the proposal without review.

1.5 Questions about the RFP

Any technical or procedural questions regarding the RFP or contractual documents should be directed to the Procurement Officer. All questions, that require clarification or interpretation of this RFP, which cannot be answered by careful review of the document, must be received in writing at the issuing office address before the due date for proposals. The Procurement Officer will respond in writing if the question cannot be answered by directing the Offeror to the appropriate section of the RFP. Copies of any written response to questions will be made available to all parties that receive the RFP.

Any technical or procedural questions or correspondence concerning protest of the intent to award of a contract (See Section 2.23) should be addressed to:

Althea Clapp, CPM, Procurement Manager
Alaska Energy Authority
813 West Northern Lights Blvd.
Anchorage, AK 99503
Phone: (907) 771-3018
E-mail: aclapp@aidea.org

1.6 Location of Work

The area of the plan is located in what is Southeast Alaska, which includes all communities in SE Alaska from Yakutat to Metlakatla. Only two of the communities are on the road system. Refer to the location maps in Attachment A. The Project Manager for the Alaska Energy Authority is located in Anchorage, Alaska. It is anticipated that the Contractor will be required to travel to participate in meetings and presentations throughout Southeast Alaska with some possible travel to Anchorage for presentations.

1.7 Funding of the Contract

The overall project budget is approximately \$750,000 approximately \$300,000 to \$450,000 is expected to be available for funding this contract.

1.8 Period of Performance

The final report must be completed by January 6, 2012 for presentation to the legislature. A proposed schedule is in section 5.4.

Offerors shall provide a schedule with their proposal.

1.9 Solicitation and Advertising

In accordance with 2 AAC 12.220 notice of this solicitation for proposals is being published on the State of Alaska web site at www.state.ak.us under Online Public Notices. Notices may also be sent to selected vendors whom AEA believes may be capable of responding.

1.10 RFP/Contract Management

The Executive Director of the Authority, or his designee, must approve the contract and any amendments prior to execution.

The Procurement Officer, as referenced in this RFP, is the person responsible for conducting the solicitation and overseeing the work of the Project Manager and Evaluation Committee to assure compliance with state procurement policy and AIDEA guidelines, making determinations with respect to a protest or claim as required by law, and final review and approval of the contract. These duties are shared by Althea Clapp and Christopher Rutz under this RFP.

The Project Manager will participate in the evaluation of proposals, make recommendations for negotiations, and negotiate the final terms and conditions of the contract, subject to the Procurement Officer's approval. The Project Manager is also responsible for contract administration that includes accepting proposals for changes, approving invoices and deliverables, and evaluating performance.

1.11 News Releases

News releases pertaining to this RFP, or the plan to which it relates, shall not be made without prior approval of the Project Manager. The Contractor will be required to coordinate with the issuing office of this RFP before making any response to a request for information regarding this plan.

1.12 Definitions

For the purposes of this RFP, and any resulting contract, the following definitions apply:

- "The Authority" or "AEA" refers to the Alaska Energy Authority, a separate corporation as defined by AS 44.88.020.
- "Advisory Work Group Meeting" shall mean a meeting of the contractor(s) with the Advisory Work Group held in southeast Alaska or by teleconference at the AEA Project Manager's discretion. These meetings shall be open to the public.
- "Advisory Work Group" shall mean the stakeholders advisory group appointed by the Alaska Energy Authority
- "AEL&P" shall mean Alaska Electric Light and Power in Juneau, AK
- "AHFC" shall mean the Alaska Housing and Finance Corporation
- "Alaska Energy Policy" means House Bill 306, Senate Bill 220 and the Alaska Energy Pathway publication of 2010
- "AP&T" shall mean Alaska Power and Telephone
- "DOT&PF" shall mean the Alaska Department of Transportation and Public Facilities
- "Insular Communities" refer to communities in southeast not currently integrated into an electrical grid system such as Yakutak, Hoonah, Pelican, Tenakee Springs, Angoon, Kake and Gustavus.
- "Interconnected Networks" refers to the electrical grid systems of Upper Lynn Canal, Juneau, SEAPA, Sitka and POW
- "IPEC" shall mean the Inside Passage Electrical Cooperative

- “KPU” shall mean Ketchikan Public Utilities
- “MP&L” shall mean Metlakatla Power and Light
- “OVK” shall mean the Organized Village of Kake
- “Plan” shall mean the completed work product from this project, and means a regional energy plan or the Southeast Integrated Resource Plan
- “PMP&L” shall mean Petersburg Municipal Power and Light
- “POW” shall mean Prince of Wales Island and those communities located on the island
- “RCA” shall mean the Regulatory Commission of Alaska
- “SEACC” shall mean the Southeast Alaska Conservation Council
- “SEAPA” shall mean the Southeast Alaska Power Agency
- “State” would be taken to mean AEA as an entity of the State or other departments within the State depending on the context of the clause.
- “Southeast Conference” or “SEC” is a federally recognized not for profit organization, designated by the State of Alaska as the Alaska Regional Development Organization (ARDOR), the federally-designated Economic Development District (EDD), and the federally-designated Resource Conservation and Development Council (RC&D) for Southeast Alaska.
- “Stakeholders” include Southeast Conference, regional utilities, municipal and tribal governments as well as the State of Alaska and U.S. government
- “Technical Conference” refers to a publicly held forum for educational purposes that include presentations by the contractor, utilities, economists, finance experts and economic development specialists with public input.
- “USDA” shall mean the United States Department of Agriculture
- “USFS” shall mean the United States Forest Service

SECTION 2. STANDARD PROPOSAL INFORMATION

2.1 Proposal Preparation Costs

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

2.2 Required Review - Protests Prior to Award

Offerors must carefully review the RFP for defects and questionable or objectionable material. Such defects must be reported to the Procurement Officer at the issuing office in writing and received prior to the deadline for receipt of proposals. This will allow sufficient time for the Procurement Officer to issue an amendment, if one is required; and it will help prevent the evaluation of proposals based on a defective RFP. Protests based on an omission, error, or the content of the RFP, will be disallowed if notice of the defect is not made as set out above.

AS 36.30.560-565, provides that an interested party may protest alleged improprieties or ambiguities in a solicitation. If a potential Offeror wishes to protest the alleged improprieties or ambiguities in this RFP, the Procurement Officer must receive the protest, in writing, at least ten days prior to the deadline for receipt of proposals. The protest must include the same information noted in Section 2.25, Protests after the Award. Protests based on alleged improprieties or ambiguities the RFP, will be disallowed if notice of the defect is not made as set out above.

2.3 Questions Received Prior to Opening of Proposals

All questions must be addressed to the contact person. Two types of questions generally arise. One may be answered over the telephone by directing the questioner to a specific section of the RFP. Other questions may be more complex and may require a written amendment to the RFP. The contact person will make that decision. The interested party must confirm telephone conversations that involve complex questions by following up in writing.

2.4 Addenda to the RFP

Addenda to this RFP may be issued at the Authority's option. However, an interested Offeror may request modifications to the scope, specifications, or administrative requirements. Final acceptance or denial of the request is the decision of the Procurement Officer. Failure of the Procurement Officer to respond in writing to a request for addenda to the RFP shall be considered a rejection of the request. All addenda will be in writing and issued to all persons who receive copies of this RFP.

2.5 Correction, Modification, or Withdrawal of Proposals

A proposal may be corrected, modified or withdrawn by providing a written request from an authorized agent of the Offeror to the contact person before the time and date set for receipt of the proposals. After proposals are opened, modifications may be allowed prior to completion of the evaluation process if the Evaluation Committee determines that it is in the best interest of the Authority to solicit modifications or best and final offers. Modifications to proposals or best and final offers will be solicited in accordance with AS 36.30.240 and 2 AAC 12.290. The apparent successful Offeror may be requested to modify or correct his proposal during contract negotiations to the extent it is in the best interest of the State (2 AAC 12.315).

2.6 Authorized Signature

Proposals must be signed by an individual authorized to bind the Offeror to its' provisions. The proposal must remain valid for at least sixty (60) days from the proposal receipt deadline.

In responding to this RFP the individual signing the response is certifying under penalty of perjury that the price submitted was independently arrived at without collusion.

2.7 Offeror's Certification

By signature on their proposal Offerors certify that they are complying with: 1) the Laws of the State of Alaska; 2) the applicable portion of the Federal Civil Rights Act of 1964; 3) the Equal Employment Opportunity Act, the Americans with Disabilities Act (ADA) and the regulations issued there under by the Federal Government; and 4) all terms and conditions set out in this RFP. If any Offeror fails to comply with 1) through 4) of this paragraph, the Authority reserves the right to disregard the proposal, terminate the contract, or consider the Contractor in default.

2.8 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individual working on the contract has a possible conflict of interest. If there is a conflict of interest or appearance of such a conflict, a brief description of the nature of the conflict must be included in the statement. AEA will evaluate the nature of the conflict and the bidders' statement and make a determination whether in its' opinion a conflict of interest exists. This decision shall be made solely in AEA's best interest. If the Authority determines that there is a conflict of interest, the offer shall be determined to be nonresponsive. If a conflict of interest is discovered after contract award, the Authority, after review of the facts surrounding the conflict, may terminate the contract.

2.9 Licenses

All Offerors are required to hold a valid Alaska business license and the necessary applicable professional licenses required by Alaska Statute. For more information on these licenses, contact the Department of Commerce, Community, and Economic Development, Division of Occupational Licensing, P.O. Box D--LIC, Juneau, Alaska 99811. Telephone (907) 465-2534, www.dced.state.ak.us/occ/

AS 36.30.210(a) requires that Offerors submit evidence of a valid Alaska business license when submitting offers in response to proposals. **If evidence of a valid Alaska business license is not submitted with the proposal, the Offeror's proposal will be rejected as nonresponsive.** Acceptable evidence that the Offeror possesses a valid Alaska business license may consist of any one of the following:

- a. a copy of the Alaska business license;
- b. a certification by the Offeror in the proposal that the Offeror has a valid Alaska business license with the license numbers included in the proposal;
- c. a canceled check for the Alaska business license fee;
- d. a copy of the Alaska business license application with a receipt stamp from the State's business license office; or
- e. a sworn notarized affidavit that the Offeror has applied and paid for the Alaska business license.

Proposals submitted by joint ventures are required to have a license in the name of the joint venture. The business licenses should be in the name of the Offeror, unless otherwise required by the Department of Commerce, Community, and Economic Development.

2.10 Subcontractors

Teaming is encouraged. The Offerors may subcontract portions of the project tasks. Offerors will be required to submit the names and addresses of all subcontractors and the type and percentage of work they will be providing.

The successful contractor must supply proof of appropriate subcontractors' Alaska business licenses for those businesses that will be doing work inside Alaska, within a reasonable time, after the Notice of Intent to Award is issued according to AS 36.30.210(a).

If the successful contractor proposes to accomplish more than 50% of the work through subcontractors, they must provide a written statement that they are not operating as a joint venture with the other contractors and will be solely responsible for all work products, profits, and losses, as they relate to the performance of this contract. Failure to provide this statement may result in the proposal being declared a "joint venture" proposal for the purpose of calculating the Alaska Proposer preference.

2.11 Joint Ventures

Joint Venture proposals will be accepted for the performance of this contract. However, the joint venture must obtain an Alaska business license prior to submitting their proposal as required by Alaska Law.

2.12 Disclosure of Proposal Contents

AS 36.30.230, requires that the Procurement Officer open proposals so as to avoid disclosure of contents to competing Offerors during the process of negotiations. To the extent that the Offeror designates and the Procurement Officer concurs, trade secrets and other proprietary data contained in proposals may be considered confidential. Any material considered confidential must be clearly noted in the proposal and include a brief statement as to the need for confidentiality. All proposals and related information will become public information after issuance of the Notice of Intent to Award.

AS 36.30.510 requires that the contract files include a copy of each proposal submitted and are open to reasonable inspection by the public. All proposals and material submitted become the property of the Authority and may be returned only at the Authority's option. All proposals submitted will be kept on file by the Authority for a minimum of two years.

2.13 Multiple or Alternate Proposals

In accordance with 2 AAC 12.830, an Offeror may submit multiple or alternate proposals. They will be considered for responsiveness, and each alternative submission will be evaluated on its own merits.

2.14 Right of Rejection

Offerors must comply with all of the terms of the RFP, with AS 36.30, the State Procurement Code, and all applicable local, state, and federal laws, codes, and regulations.

The Procurement Officer, based on recommendations of the Evaluation Committee, may reject any proposals that do not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Minor informalities, that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other offers; that do not change the meaning or scope of the RFP; that are trivial, negligible, or immaterial in nature; that do not reflect a material change in the work; or, that do not constitute a substantial reservation against a requirement or provision; may be waived by the Procurement Officer.

AEA reserves the right to reject all proposals if it is determined that award would not be in the best interest of the Authority in accordance with AS 36.30.350. If all proposals are rejected, they will be returned in accordance with AS 36.30.230(B).

2.15 Evaluation of Proposals

All responsive proposals received will be reviewed and evaluated by a committee that will be made up of AEA representatives or staff. Other representatives may be added as appropriate, provided the Evaluation Committee is made up of at least the designated Procurement Officer and two AEA employees in accordance with 2 AAC 12.260. Each member shall exercise independent judgment and no member's vote or score will be weighted more than any other. The evaluation will be based on the evaluation factors set out in Section 7 of this RFP.

2.16 Alaska Proposer's Preference

2 AAC 12.260 (e) provides Alaska Proposer's a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.170, are eligible for the preference. This preference will be added to the overall evaluation score of each Alaska Proposer. Each Alaska Proposer will receive 10% of the total available points, added to their evaluation score, as a preference.

2.16.1 Qualifying as an Alaska Bidder/Proposer

AS 36.30.170 describes an Alaska bidder as a person who:

- [a] Holds a current Alaska business license;
- [b] Submits a proposal for services under the name as appearing on the person's current Alaska business license;
- [c] Has maintained a place of business within the state staffed by the Offeror or an employee of the Offeror for a period of six months immediately preceding the date of the RFP;
- [d] Is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, or is a partnership and all partners are residents of the state; and
- [e] If a joint venture is composed entirely of ventures that qualify under [a] through [d] of this subsection, if applicable, refer to 2.11.

It is the responsibility of the Offeror to include in their proposal, a statement of their qualification for the Alaska Bidder/Proposer preference.

2.17 Price Preferences

What follows are references to preferences that may apply to certain Alaskan businesses when calculating the cost. If those Alaskan businesses qualify, the preference(s) will affect the evaluation of the price offered. These preferences are applied before the proposals are evaluated for cost.

It is the Offeror's responsibility to state which preferences they qualify for in submitting their proposal.

2.17.1 Alaskan Bidder's Preference

For the purpose of evaluating cost, Alaska bidders, as defined in AS 36.30.170, will receive a 5% Alaska bidder's preference as set out in 2 AAC 12.260 (d). This percentage will be deducted from the total cost of a qualified Alaskan bidder's proposal. The adjusted cost will be

the price used when evaluating the cost criteria. It is the responsibility of the Offeror to include in their proposal a statement of their qualification for the Alaska Bidder/Proposer preference.

2.17.2 Alaska Employment Program Preference

If an Offeror qualifies for the Alaskan bidder preference, under AS 36.30.170, and is offering services through an employment program, as defined under 36.30.990(17), the price of the proposal may be reduced by 15% for evaluation purposes.

2.17.3 Alaskans with Disabilities Preference

If an Offeror qualifies for the Alaska bidder preference, under AS 36.30.170, and is a sole proprietorship owned by a person with a disability, as defined in AS 36.30.170, the price of the proposal may be reduced by 10% for evaluation purposes.

2.17.4 Employers of People with Disabilities Preference

If an Offeror qualifies for the Alaska bidder preference, under AS 36.30.170, and, at the time the proposal is submitted, employs a staff that is made up of 50% or more people with disabilities, as defined in AS 36.30.170, the price of the proposal shall be reduced by 10% for evaluation purposes.

2.17.5 Certification of Qualification for Disability Preferences

The Division of Vocational Rehabilitation in the Department of Education maintains a list of Alaskan: [1] employment programs that qualify for preference, [2] individuals who qualify for preference as Alaskans with disabilities, and [3] employers who qualify for preference as employers of people with disabilities.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the employment program or disabilities preferences described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened and must provide the Procurement Officer a copy of their certification letter. Offerors must attach a copy of their certification letter to their proposal. The Offeror's failure to provide the certification letter mentioned above, with their proposal, will cause the Authority to disallow the preference.

2.17.6 Alaska Veteran's Preference

If an Offeror qualifies under AS 36.30.175 Alaska Veteran's preference, a 5% preference [not-to-exceed \$5,000] shall be applied to the offer. In order to qualify Offeror shall submit either a DD Form 214 or a NGB Form 22 discharge certificate with their bid or proposal.

2.18 Cost Evaluation Formula

The distribution of points based on cost will be as defined under section 7 per AS 36.30.210, .250, and 2 AAC 12.260 (d).

Cost proposals from non-Alaskan Offerors, or proposals entitled to other preferences documented in Section 2.17, will be adjusted by the appropriate percentage for this calculation. Reference 2 AAC 12.260 (d).

2.19 Interviews for Clarification

The Evaluation Committee may require Offerors to provide clarification of certain points in their proposals prior to completion of the evaluation process. The purpose of these interviews is to ensure that the Evaluation Committee has a more complete understanding of the Contractor's proposal. Material changes to proposals or negotiations are not allowed in this process. Information requested for the purposes of clarification will be limited to verification of statements made in the Offeror's proposal. All Offerors will be given similar opportunities, as required, for clarification. Interviews will be conducted in such a manner that information derived from competing Offerors is not disclosed.

Interviews will be scheduled at the convenience of the issuing office. Interviews may be conducted by teleconference.

2.20 Discussions for Best and Final Offers

The Authority may require written or oral submittals from Offerors for the purpose of clarification in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these submittals will be to ensure the Offeror has a full understanding of the requirements of the RFP. Discussions will be limited to sections of the RFP identified by the Evaluation Committee.

Discussions, if held, will be with Offerors who have submitted a proposal deemed reasonably susceptible for award by the Evaluation Committee. Discussions would be after the Evaluation Committee has completed the preliminary evaluation of proposals. If modifications are made as a result of these discussions they will be put in writing.

Following discussions, the Evaluation Committee may set a time for best and final proposal submissions from those Offerors with whom discussions were held. Re-evaluation of the best and final proposals will be limited to the specific sections of the RFP opened to discussion by the Procurement Officer.

2.21 Contract Negotiations

Upon completion of the evaluation process, contract negotiations will commence in accordance with 2 AAC 12.315. It is anticipated that all contract negotiations will be held at the Authority, 813 West Northern Lights Blvd., Anchorage, Alaska, or by teleconference.

2.22 Failure to Negotiate

If the selected Offeror fails to provide the necessary information for negotiations in a timely manner, negotiate in good faith, or cannot perform a substantial portion of the contract within the amount of budgeted funds available for the project, the Authority may terminate negotiations and negotiate with the next highest ranked contractor, or terminate the award of the contract.

2.23 Notice of Intent to Award

After completion of the evaluation process and contractor negotiations, the issuing office will issue a Notice of Intent to Award to all Offerors. This notice will contain the names and addresses of all the Offerors including the intended recipient of the contract.

2.24 Informal Debriefing

Any unsuccessful Offeror may request and receive an informal debriefing either ten (10) working days after the Notice of Intent to Award is mailed out or, if there is a protest, upon completion of the protest process. The debriefing shall be limited to the Offeror's proposal, concentrating on the areas considered deficient or inferior. The merits of other proposals will not be discussed. A formal review may be requested by writing to the Procurement Officer at the Issuing Office address.

2.25 Protests after Award

In accordance with AS 36.30.560, an interested party may protest an award of contract or the proposed award of a contract, or a solicitation by an agency. The protest shall be received in writing at the address below within ten (10) calendar days after the Notice of Intent to Award is issued.

Christopher Rutz, C.P.M.,
Alaska Energy Authority
813 West Northern Lights
Anchorage, AK 99503
Phone: (907) 771-3015

The protest must include the following information:

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

Protests filed by telex or telegrams are not acceptable because they do not contain a signature. Fax copies of the protest containing a signature are acceptable.

All Offerors will be notified of any protest. Review of protests, decisions of the Procurement Officer, hearings and appeals will be conducted in accordance with AS 36.30, the State Procurement Code.

SECTION 3. STANDARD CONTRACT INFORMATION

3.1 Contract Type

The Authority intends to negotiate a fixed-price contract by tasks for conducting the work as required by this RFP and proposed by the Offeror. The contract may be amended and extended by mutual agreement based upon successful completion of work as proposed and if the Contractor's services are required to follow-up, conduct additional research, or update their report or presentations.

3.2 Contract Approval

This RFP does not, by itself, obligate AEA. The Authority's obligation will commence when the Executive Director of AEA, or the Executive Director's designee, approves the contract. Upon written notice to the Contractor, the Authority may, if it wishes, set a different starting date for the contract. AEA will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the contract start date set by AEA.

3.3 Insurance Requirements

The successful Offeror must secure satisfactory insurance coverage as required by the Department of Administration, Division of Risk Management. Failure to provide evidence of adequate coverage is a material breach and grounds for termination of the contract.

Offerors must review Appendix B1 to Form 02-093 for details on required coverage. A copy is included in the contract documents package for your reference.

3.4 Standard Contract Provisions

The successful Offeror will be required to sign the standard agreement form for professional services, Form 02-093. A copy is included in the contract documents package for your reference. The Contractor will also be required to comply with the general contract provisions of Appendix A to this form. Any alteration of these general provisions must be approved by the Department of Law before the Authority's Procurement Officer can accept the contract.

3.5 Proposal as Part of the Contract

All or part of the final proposal may be incorporated into the final negotiated contract.

3.6 Additional Terms and Conditions

AEA reserves the right to include additional terms and conditions during the contract negotiations. These terms and conditions must be within the scope of the original RFP and contract documents, and will be limited to cost, clarification, definition, and administrative and legal requirements.

If, after award of a contract: 1) a conflict arises between terms offered in contractor's proposal and the terms of the contract or RFP, the terms of the contract or RFP will prevail; 2) the Authority's rights would be diminished as a result of application of a contractor's supplemental term or condition included in the Contractor's proposal, the supplemental term or condition will be considered null and void.

3.7 Payment Procedures

The Authority intends to pay the Contractor a negotiated sum based upon satisfactory completion of tasks, review of the required deliverables, and submission of an invoice from the Contractor. No payment shall be made until the invoice has been approved and authorized by the Project Manager. Under no condition will the Authority be liable for the payment of any interest charges associated with the cost of the contract.

The Authority is not responsible for and will not pay any local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency. If a contractor is delinquent on payment of state taxes, the payment provisions of the contract may be subject to review and approval by the Department of Revenue prior to award.

3.8 Contract Personnel

The Authority reserves the right to approve or disapprove any change in the successful Offeror's project team members whose participation in the project is specifically offered in the proposal. Similarly, changes in the amount of participation by key project members will require AEA approval. This is to ensure that persons with vital experience and skill remain fully involved in the project.

Requests for any change in contractor personnel shall be submitted in writing to the Authority for the Authority's review and sign-off before the change is made. Contractor personnel changes not approved by the Authority may be cause for the Authority to terminate the contract.

3.9 Subcontractors

The Authority must approve the use or replacement of subcontractors. Provide a list of potential subcontractors, a one-page resume for each subcontractor including brief descriptions of previous work, and three references. Replacement of subcontractors may only be made in accordance with approval of the Project Manager and the terms of the final negotiated contract.

3.10 Ownership of Materials

The Authority intends to maintain ownership and/or use of all materials produced as a result of this contract.

3.11 Disputes

Any contract dispute associated with this RFP or the contract will be resolved in accordance with AS 36.30 the State Procurement Code and Regulations.

3.12 Contract Invalidation

If any provision of the contract awarded as a result of this RFP is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

3.13 Termination for Default

If the Contractor refuses or fails to perform the work, or any separable part thereof, with such diligence as will ensure its completion within the written contracted time frame, the Authority may, by written notice to the Contractor, terminate the right to proceed with the work or such part of the work as to which there have been delays. This clause does not restrict AEA termination rights under the general contract provisions of Appendix A, which is attached to this RFP in the contract documents package.

3.14 Conflict of Interest

The Contractor may be precluded from participating in future projects during the period of the contract if the Authority determines that such work is in conflict with the performance of this contract and would result in a financial benefit to the Contractor.

3.15 Assignment

The Contractor may not assign any portion of the contract without prior written approval from the Procurement Officer and the Project Manager.

3.16 Contract Changes

During the course of performing the work required by this contract, the Contractor may be requested to perform additional work within the general scope of the contract.

When additional work is required, the Project Manager shall send to the Contractor a description of the work to be accomplished and request that a proposal be offered within a given time period. No additional work shall commence by the Contractor without an approved written contract amendment by the Procurement Manager.

3.17 Right to Inspect Place of Business

At reasonable times, the Authority may inspect those areas of the Contractor's place of business that are related to the performance of a contract. If the Authority makes such an inspection, the Contractor must provide reasonable assistance.

3.18 Confidentiality and Ownership of Documents

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

3.19 Reimbursement to the Authority for Unacceptable Deliverables

The Contractor is responsible for quality, occurrence and completion of all work identified by the contract. All work shall be subject to evaluation and inspection by the Authority at all times to assure satisfactory progress, to be certain that work is being performed in accordance with the contract specifications, terms and conditions, and to determine if corrections and modifications are necessary. Should such inspections indicate substantial failure on the part of the Contractor, the Authority may terminate the contract for default. Furthermore, the Authority may require the Contractor to reimburse any monies paid (pro rata based on the identified proportion of unacceptable products received) and any associated damage costs.

SECTION 4. BACKGROUND INFORMATION

4.1 General

The major communities in Southeast Alaska have been well served for decades with renewable hydroelectric power. The cost of power in these communities is among the lowest, if not the lowest, in all of Alaska. These communities want to ensure new renewable energy projects are developed so their energy supply remains abundant and at the lowest attainable price. These communities include Ketchikan, Wrangell, Petersburg, Sitka and Juneau.

Other communities in Southeast Alaska are served with hydroelectric facilities but their electric rates are higher than those in the major southeast communities. Ratepayers in those communities would like lower cost power and they want continued development of new hydroelectric generation (or other renewable alternative projects) so their energy supplies remain abundant and at lowest attainable cost. Other 'Insular' communities in Southeast Alaska, do not have access to renewable energy, and rely on diesel generation to meet their energy needs. Typically electricity costs are high, in part due to the costs of the diesel fuel for power generation. While electricity costs are partially offset by the Power Cost Equalization program, commercial and industrial users face very high rates. Most of the insular communities in southeast Alaska are not able to support significant commercial development because of this.

With the exception of the Prince of Wales Island, Southeast Alaska Power Agency (SEAPA) and Upper Lynn Canal transmission networks, Southeast Alaska is not interconnected with transmission lines. Southeast Alaska has a rugged and remote topography, and because of this construction costs for transmission infrastructure can be very high. This has hampered build-out of an interconnected electrical transmission system in Southeast Alaska.

With its geography of mountainous terrain, numerous hydroelectric power water resources, relatively warm climate and abundant precipitation, consideration of renewable resources must be a key part of energy planning for Southeast Alaska. The area also has known sources of tidal energy, evidence of surface geothermal energy release and locations where the wind is known to blow in frequency and speed to make power generation with wind turbines possible.

With the exception of Upper Lynn Canal, there are no road connections to Canada or the rest of Alaska. Most communities have limited road systems, which could make this region an ideal candidate for the emerging electric vehicle technology. The State of Alaska operates a vehicle and passenger ferry service to serve transportation needs, and placement of ferry terminals and frequency of service also affects the economies of Southeast communities. The State Department of Transportation and Public Facilities (DOT-PF) has a regional transportation plan (SATP), which defines the long-range plans for ferry service and road construction.

The United States Forest Service, custodian of over 90% of Southeast Alaska lands owned by the Federal Government, has a Tongass Land Management Plan, which defines southeast Alaska land corridors where roads and utilities may be routed. There are existing projects underway by the AEA to construct electrical interties, many of which are thought to be routed in these corridors.

4.2 Stakeholders

The Southeast Integrated Resource Plan is intended to be a document that identifies actions Southeast Alaskans can take so that all southeast residents can enjoy access to affordable, reliable energy for electricity, heating and transportation. This plan is envisioned to be a tool that Southeast Alaskans can use to facilitate future economic development and energy independence. Thus all citizens in southeast Alaska are stakeholders in this process.

Representative Stakeholders for this planning process include Southeast Conference, regional utilities, municipal and tribal governments as well as the State of Alaska and U.S. government and the agencies that represent their respective governments.

The primary stakeholders for the advisory workgroup will be the certificated utilities from Yakutat to Metlakatla whose primary responsibility is to plan for, generate, transmit and distribute energy throughout the region. The workgroup will also have representation from municipal and tribal governments, conservation groups as well as federal agencies with management responsibilities for the majority of southeast lands.

4.3 Available Documentation

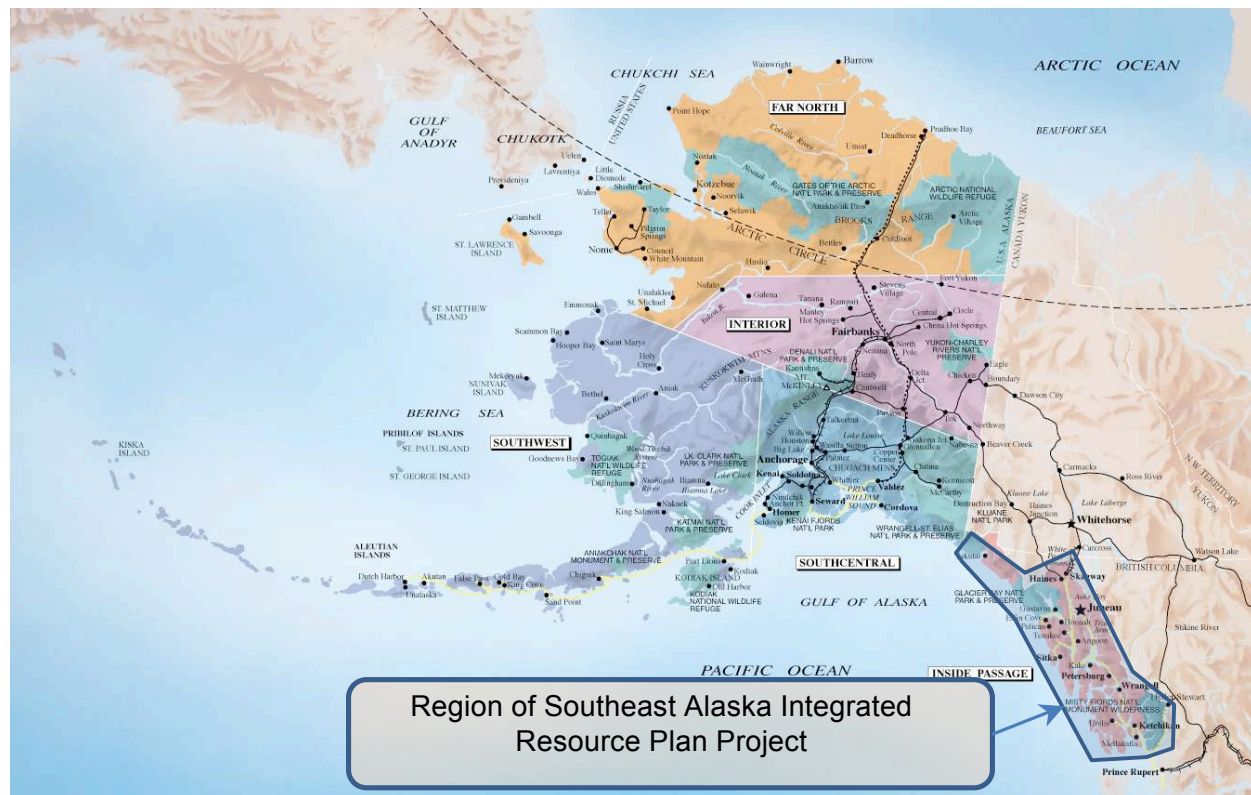
Historical information and previous reports on Southeast Alaska energy issues can be found at AEA's Web site under Southeast Alaska Integrated Resources Plan at:

www.akenergyauthority.org/southeastIRP.html

Interested Offerors are encouraged to review these documents in gaining an understanding of Southeast Alaska Energy issues prior to developing their proposal.

4.4 Plan Area

The plan area is outlined on the map below.



SECTION 5. SCOPE OF WORK

5.1 Project Purpose and Goals

The Alaska Energy Authority (AEA) seeks to accomplish a Regional Energy Plan for Southeast Alaska. This region is defined as the area from Yakutat to Metlakatla.

The purpose of the plan is to create a document that identifies actions Southeast Alaskans can take so that all southeast residents can enjoy access to affordable, reliable energy for electricity, heating and transportation. This plan is envisioned to be a tool that Southeast Alaskans can use to facilitate future economic development and energy independence.

AEA seeks through this plan,

- To reduce reliance on fossil fuel energy in Southeast Alaska,
- To develop strategies for long run energy security within the region
- To develop strategies for wisely and effectively making use of the region's renewable energy resources
- To develop least cost options for the provision of electricity, space heating and transportation for the long run, to enhance regional economic development.

5.2 Project Approach

The plan will include an assessment of regional energy concerns and issues, a regional transmission and inter-connection plan, and will address individual community energy needs for electricity, heating, and transportation.

The long-range plan will identify a phased plan of generation and transmission (G&T) capital improvement projects in the Southeast Region of Alaska.

The contractor is expected to develop this plan based on; public, stakeholder, and advisory committee input; review and analysis of existing data and systems; contractor created financing models; and the technical knowledge and experience the contractor may have in developing resource plans.

5.2.1 Public Processes

The proposed public process for developing the plan is intended to educate both the contractor and the stakeholders regarding Southeast Alaska Energy Resource issues, economic development issues, and the purpose of the plan. In addition, various public outreach processes will be used to gather data and comments on interim work products.

Contractor will:

- Participate in local meetings with southeast electric utilities and local stakeholders to develop load growth projections and understand their energy supply issues.
- Participate in and assist as defined in this RFP with two regional technical energy conferences to understand and educate the Southeast's local and regional stakeholders and to present the draft regional plan.
- Meet and report on project status to an Advisory working group.

5.2.2 Advisory Committee

The Contractor will report and provide support for an AEA created Advisory Work Group. Work will include providing presentations of planning methodologies, interim work products, and other input at monthly work group meetings.

The Advisory Work Group will function as an advisor to the AEA Project Manager. The AEA project manager will direct the Contractor on which recommendations and input to consider in the assembly of the plan.

5.2.3 Components of Work

The work is divided into four task groups, to be completed and integrated into a final integrated plan.

Task Group 1 – Data Collection, Load Forecasts, Technology Review, and Regional Action Plan - (Tasks 1 through 5) Accomplish public outreach and data collection, to include in-depth consultation with Southeast public utilities on their load forecasts. Participate in Technical Conference 1. From these initial tasks, develop a “Regional Action Plan” that addresses and identifies Southeast region energy issues and provides criteria for more detailed planning in Task Groups 2 and 3 and reporting in Task Group 4.

Task Group 2 - Region wide Transmission Planning - (Task 6) Review existing Southeast Intertie Plan, develop new planning methodologies and develop a new plan for transmission interconnections in Southeast Alaska.

Task Group 3 - Integrated Resource planning – (Tasks 7 through 9) Using data collection and analysis work from Task Groups 1 and 2, provide detailed integrated resource planning for interconnected networks, and for insular communities where it is impractical to interconnect with an existing network.

Task Group 4 – Reporting – (Tasks 10 through 13) Assemble work from Task Groups 1 through 3 into a regional plan, present the plan, consider and incorporate review comments, and produce final report.

5.2.4 Schedule and Deliverables

A proposed project schedule and anticipated deliverables are identified in section 5.4 Deliverables and Schedules. The Offeror's proposal should address the adequacy of the schedule and include all the tasks listed in section 5.3. AEA must have at a minimum preliminary Capital Budget Recommendations by early October 2011 for the possible development of a FY 2013 capital budget request. AEA expects that some of the work identified in the task groups will be done concurrently, and that analysis in one task group will require coordination with ongoing work under a different task group.

5.2.5 Planning Horizon

This regional plan shall have a 50-year planning horizon that begins on January 1st, 2012.

5.2.6 Energy Policy Guidelines

The Contractor shall consider Alaska Energy Policy recently enacted into law in 2010 under House Bill 306 and Senate Bill 220.

5.3 Tasks

5.3.1 Task 1 - Understand the Southeast Energy Model: Past, Present and Future

The Contractor shall work with the AEA and Advisory Work Group to understand the unique energy needs and issues of Southeast Alaska and explain the vision and goals of the Planning Study, through community meetings, meetings with Utility boards and staff, business and trade associations.

The Southeast Conference, under contract with AEA will coordinate the schedule and location of these meetings with the Contractor.

Subtasks at a minimum will include:

Public Meetings - The Contractor will participate in up to 10 meetings in Southeast Alaska Communities, to develop an understanding of community energy needs, and the potential for development of renewable energy resources, and identification of emerging regional energy issues.

Existing IRPs - The Contractor will research and obtain copies of existing Integrated Resource Plans (IRP)'s from operating Southeast public utilities. This will include Prince of Wales Island (AP&T), Greater Juneau area (AEL&P), and Greater Sitka area (Sitka Power Utilities), Upper Lynn Canal (AP&T). It is anticipated that this work will be done concurrently with tasks 2, 3, and 5.

Existing Load Forecasts - The Contractor will contact all Southeast Utilities and seek available capacity and energy load forecasts that are the foundations for the above-mentioned integrated resource plans. The Contractor will discuss with utilities how their load forecasts consider emerging energy issues, such as cross over electric heating, smart grid technologies, and electric vehicles.

Research Existing Energy Infrastructure - The Contractor shall research and become familiar with southeast communities existing infrastructure and energy economics.

Review Existing Reports - Contractor shall review existing reports and documents, and consult with stakeholders that include southeast electric utilities and local governments.

5.3.2 Task 2 - Assess Existing and Future Energy Technologies

The Contractor shall research new and emerging energy technologies that could be applicable to Southeast Alaska, to include

- Technologies to efficiently and economically provide for space heating
- Technologies and methodologies to enable demand side management to maximize use of hydro power
- New efficient lighting technologies
- Smart grid technologies
- Electrically powered vehicle transportation

The Contractor will analyze and recommend how and where to deploy these new technologies. The Contractor shall distinguish between emerging and mature technologies, and identify deployment risks, timing for potential future deployment, and specific recommendations on how the technologies can be made a part of the existing energy systems.

The Contractor will develop a matrix of regional energy issues for both energy production and demand side management, and a list of available technologies and actions to be taken, to respond to each issue. This matrix shall be developed prior to the 1st technical conference, and distributed at the conference for consideration by attendees.

5.3.3 Task 3 - Develop an Energy Conservation and Demand Side Management Program for SE Alaska

The Contractor shall consider the potential for reducing energy consumption and lowering electrical demands in a demand side management analysis. The benefits and costs for demand side management shall be assessed. The contractor will:

- Consider existing state energy conservation programs being managed by AHFC and AEA.
- Identify actions that can be taken by utilities, consumers, and local governments to promote energy conservation and demand side management measures.
- Recommend any potential new programs that could be implemented at the local or regional level.
- Assess the costs and benefits of these programs within the IRP analysis.
- Include the capital requirements in the region-wide integrated resource plan.

5.3.4 Task 4 - Financing the Southeast Energy Future

Contractor will develop a financial model that can be used to demonstrate the effects of different funding/capitalization approaches that can be taken with Southeast Alaska energy projects to yield affordable and stabilized cost of power and rates over the long run.

The Contractor shall consider as a minimum the following sources of funds:

- Private capital from equity investors and lending institutions
- Public sale of privately placed and public bonds
- Loans from the AEA Power Projects Loan Fund
- Private loans from AIDEA and commercial banks, under AIDEA programs
- Legislative Appropriations
- Private loans with Department of Energy Loan Guarantees

The financial model shall consider all aspects of financing of energy projects. This shall include assembly of equity and debt necessary to develop Southeast energy projects that will yield affordable and stabilized cost of power and rates over the long run.

The financial model will consider funding of hydropower projects and transmission lines that have a lifetime of between 50 and 100 years, to provide levelized debt responsibility throughout the life of the project. The Contractor shall develop scenarios where a portion of the debt is supported by a bond or loan, that would be repaid over the initial 25 to 40% of the life of the asset, and the remaining portion of the debt to be a government supported loan to be repaid during the remaining life of the asset, with interest payments beginning at the time the early loan debt is fully repaid.

The Contractor will consider

- The financing approach expressed in the Bond Covenants and Agreements for the Bradley Lake Hydro Power project, which is owned by the Alaska Energy Authority, and operated by the Alaska Railbelt Utilities, collectively the Bradley Model. (Financing approach which combines State funding with utility debt)
- Similar information for the Snettisham Hydro Power project, which is owned by the Alaska Industrial Development and Export Authority, and operated by AEL&P. (Financing approach which combines State funding with utility debt)
- The financial analysis work accomplished in the Railbelt Integrated Resources Plan.

The Contractor will use this financial analysis to develop at least 4 approaches for financing Southeast energy projects to reflect wide variations in community financial conditions. As a part of the first technical conference, the Contractor will present these approaches, and explain how they capitalize projects, and result in affordable and stable rates over the long run.

Separate approaches will be developed

- For smaller projects in insular communities with limited numbers of rate payers
- For larger, discrete hydro-power projects to be interconnected with existing electrical grids
- For projects to develop a robust transmission system of interconnected electrical grids under Task 6.
- Financing for SEAPA projects under Task 8.

Based on input from the Contractor, the AEA project manager will direct the Contractor on financing approaches to be taken in each of these circumstances for later tasks.

This model shall be spreadsheet based, fully annotated and explained and suitable for use by the public, and shall be provided at the first Technical Conference, and as a part of the final report.

5.3.5 Task 5 – Technical Conference and Preliminary Action Plan

The Contractor will participate in a technical conference to inform and educate the public on Southeast energy issues and the planning process, collect information from stakeholders, and develop a consensus for a preliminary regional action plan.

5.3.5.1 Task 5.1 Participate in Technical Conference 1

The Contractor shall assist AEA in conducting a regional technical conference for the purpose of informing and educating the public and stakeholders on Southeast energy issues. This conference will be sponsored by AEA in coordination with Southeast Conference and other Southeast organizations.

AEA staff and Southeast Conference will organize and run the conference. The public forum, to be held as a part of the conference, will be professionally facilitated by others.

It is anticipated that the conference will include presentations by the Contractor, southeast electric utilities, southeast energy economists and energy project finance experts, Southeast Conference energy and economic development representatives, experts in new and emerging energy technologies, and a public forum in town meeting format.

The Contractors involvement is anticipated to include:

- Development of materials and a brief presentation of the southeast regional planning process to included suggested financial approaches developed in Task 4.
- Development of a preliminary list of region wide energy issues and a range of strategies the region can employ.
- Participate in a public forum in town meeting format for public comment on the Contractor's issues list and possible strategies.

This list of issues is anticipated to include but not be limited to:

- Consideration of the highest and best use of all feasible sources of energy available to SE Alaska, to include the needs of the residential customer, resident industrial customer, and the potential for exporting energy from SE Alaska into the Canadian Grid and a possible connection of a Southeast interconnected network to South central Alaska.
- Actions by public utilities to manage and control the use of retail electricity for resistive space heating through rate structures, education or other means.
- Regional initiatives to promote energy conservation and deployment of smart grid technologies and use of heat pump technologies.
- The need to organize and coordinate economic development initiatives through governmental units, public utilities, municipal governments and the private sector
- Potentials for public-private intervention to save economically distressed communities through combined energy infrastructure – economic development projects.
- Actions by local governments to protect consumers, such as local government control and regulation on the use of resistance electrical heating for space heating in new construction.
- Energy conservation and demand side management.

The Contractor shall incorporate the consideration of these region wide issues into its regional work plans.

AEA will arrange for recording each presentation, and will later place the videos on the AEA webpage as educational tools.

5.3.5.2 Task 5.2 Develop a Preliminary Action Plan

As a follow-up to the technical conference, the Contractor will create a list of actions each of the stakeholders in SE Alaska can take to move towards the goals of the plan.

The plan will be a summary document, which describes specific actions, who should take the action, interaction with other stakeholders, and the benefit of the action as well as any capital cost and will address:

- Coordination between utilities, local governments, the State of Alaska energy agencies, the federal government, individual residents.
- Cooperative approaches for financing energy projects.
- The potential for technology deployment in combination with agreements by and between utilities and local governments on energy use, energy rates, and incentive programs.
- A combined community approach to energy supply and cost, and identify where significant benefit can arise when different stakeholders act together for the common purpose.

5.3.6 Task 6 - Develop a Region-wide Transmission Plan

The Contractor will develop a new region-wide transmission plan for interconnecting Southeast communities. This plan will be based on the concept of interconnecting community electrical systems to a backbone transmission grid, where it can be shown such connection will provide public benefits, which exceed the costs of ownership and operations. This task shall produce a new, phased interconnection plan that integrates with task groups 1 and 3.

The Contractor will recommend which communities should be interconnected, and which ones, because of distance or other economic considerations should remain insular. Planning for these insular communities is covered under Task 9.

In developing the plan the Contractor shall analyze and consider the following:

- The extent of existing transmission systems and previous planning efforts for interconnection including the Southeast Intertie Plan and existing transmission plans that were completed for Southeast electric utilities. They can be found at www.akenergyauthority.org/southeastIRP.html. These systems include:

Upper Lynn Canal Transmission System (Owner: AP&T)
Juneau area Transmission System (Owner: AEL&P)
SEAPA Transmission System (Owner: SEAPA)
Prince of Wales Transmission System (Owner: AP&T)

- The direct costs of operation and benefits from the interconnection including community wide benefits, such as reductions in carbon emissions, and the added economic security of gaining access through the interconnection to hydro power based sources, with expectations of long term price stability.
- Community size, long-term power requirements, both in demand and consumption, distance to interconnecting point, prevailing price of power in the community, and expectations of growth in the community.
- The fact that Southeast Alaska is mountainous and made up of several large islands and many proposed community-to-community interconnections will require underwater cables.
- The pooling of power generation resources for the entire region, and the creation of a system wide tariff for power supply, to include all requirements and interruptible power quality, as well as ancillary services such as regional voltage control and stability, regulation services for non-dispatch-able renewable energy sources such as wind and tidal energy, for the specific Southeast Alaska situation.

- The presence of viable local energy resources that could be developed in lieu of the expense of a transmission line interconnection that could provide power at a similar cost and reliability of the interconnected source.
- The unique risks of ownership, and reliability of transmission lines in the terrain and climate of Southeast Alaska.
- Any larger scale renewable energy resources that are available to communities, which could be developed to provide power for the interconnected communities on the transmission backbone.
- The capital cost, Operations and Maintenance Cost, Repair and Renovation costs, and inherent risks of operation, reliability and ownership for transmission lines.

The plan will include:

- A rational approach to where and when Southeast communities can be economically connected into the Regional transmission backbone.
- A decision methodology for determining which communities should be interconnected with transmission lines.
- A range of ownership, operation and maintenance and regulation approaches that would support a phased capital plan to develop this backbone transmission grid.
- A recommendation for developing a process to carry the region from its present conditions for Generation and Transmission to a future integrated network that has ownership structure, control, and cost responsibility appropriate for SE Alaska, and which will allow for economic dispatch of generation resources.
- A technical analysis that includes possible points of interconnection with each existing system, analysis of system voltages for each system, determination of a possible Transmission Backbone system voltage, provision of ancillary services within each network, and necessary upgrades and system modifications to achieve reasonable system wide operation and control, and measures to be taken to assure system wide reliability.
- Specific recommendations on whether to, to what extent, and on what schedule to develop the Southeast Transmission Backbone.
- Time phased capital budgets for these interconnections, and an estimated regional savings for each segment of the network.

The Contractor shall link this plan with a preferred resource plan for power generation from tasks 7, 8, and 9 that schedules the development of power generation projects, to assure that economic levels of renewable energy will continue to be available for all interconnected communities.

5.3.7 Task 7 – Develop a Preferred Resource Lists for Existing Interconnected Electrical Grids Excluding SEAPA

This task is to rationalize and integrate existing public utility integrated resource plans with the Southeast Regional Plan. With the *Task 1 data set*, the Contractor will develop a phased capital plan for generation and transmission projects for existing Southeast public utility service areas. Coordinate this work with the *Task 6 Regional Transmission plan* task, and where appropriate the Task 8 SEAPA IRP task.

5.3.8 Task 8 - Integrated Resource Planning (IRP) for the Southeast Alaska Power Agency (SEAPA)

The Contractor shall develop an integrated resource plan (IRP) for the communities presently being served by SEAPA, to include Metlakatla and Kake (the SEAPA region). For the purposes of this IRP the SEAPA system will consist of the present SEAPA transmission system, to include interconnections with Kake and Metlakatla; and all distribution utilities, including IPEC (serving Kake) and Metlakatla Light and Power (serving Metlakatla), Petersburg Power and Light (serving Petersburg), City of Wrangell Municipal Light and Power (serving Wrangell) and Ketchikan Public Utilities (serving Ketchikan).

The integrated resource plan shall include an assessment of cost, risk, and environmental impact, for supply side and demand side improvements that address identified energy or capacity and energy deficits for power generation and transmission.

The contractor will be responsible for collecting data, assembling data sets, and using appropriate modeling tools to develop the IRP considering the following requirements:

5.3.8.1 Integration with Other Tasks

Integrate the SEAPA IRP work with the work identified under other tasks in this contract, so the work process and product is appropriately integrated into consideration of regional energy issues, consideration of a region-wide transmission system, and approaches for financing projects. Note Task 4 – Financing requires development of financing options specifically for the SEAPA system.

5.3.8.2 Working with SEAPA system stakeholders

Consult with all utilities in the SEAPA system that has distribution customers, to establish future load projections for SEAPA communities.

5.3.8.3 Modeling Cases

In addition to a base case, consider and model two different scenarios of accelerated load growth to reflect the possible cross over use of electrical energy, or deployment of other technologies that increase electrical demand and consumption. Carry this analysis through to specific preferred resource lists and recommendations that respond to possible high growth futures.

Prior to making IRP modeling computer runs, the contractor will need to model the SEAPA system as it is presently configured, and demonstrate to the satisfaction of the AEA project manager, that “current status” model run accurately predicts system performance.

5.3.8.4 Modeling Requirements

- Analyze the SEAPA system to understand its present operation, to include power sales agreements and other system operations agreements. Work with SEAPA staff to understand evolving programs for system reliability and power dispatch.
- Model the present SEAPA operation, and identify ownership and control of all SEAPA system generation and transmission components.
- Develop a prediction of cost and availability for fossil fuels, over the planning horizon.
- Use analysis tools that will model the operation of storage hydropower projects including system wide water management, run of the river-hydros, wind and tidal energy projects.
- Determine through system analysis, whether lowest long run cost for G&T is achieved by pooling of G&T resources and eventual economic dispatch for the SEAPA system as a whole.
- Consult with AEA project manager, SEAPA, and SEAPA system stakeholders on the findings of this analysis.
- Develop possible approaches for pooling of G&T resources in a way that recognizes the current power sales contracts, and business structures that exist between SEAPA and its customers and stakeholders, stakeholder’s expectations and best approaches for evolution of the system. Participate in consultations between the AEA project manager, SEAPA and its customers and stakeholders on these approaches.

- Upon direction from the AEA project manager, and for the purpose of identifying the preferred resource list, develop a timed transition plan to evolve the present system dispatch protocol and transmission system operation, to the future dispatch model approach decided upon above.

5.3.8.5 Project Financing

- Assume the transmission system upgrades are capitalized in accordance with the financial approach specific to the SEAPA system from Task 4.
- Each prospective power generation project should include the basic transmission interconnection, including substation and transmission line from the backbone to the generation facility.
- Develop a SEAPA specific finance plan for the system G&T development over the time horizon. This plan shall view projects in two separate financing approaches
 - The Southeast Alaska Power Agency as an overarching Generation and Transmission Corporation, that will provide all necessary equity and bonding to raise capital to build the transmission and generation system.
 - The Southeast Alaska Power Agency as the G&T entity as above will finance under the “Bradley Model”, defined in Task 4.

5.3.8.6 Treatment of Kake and Metlakatla in SEAPA IRP

- Assume that the Communities of Kake and Metlakatla will be interconnected to the SEAPA system with transmission lines. The capacity and voltage for the Kake transmission line will be based on expected growth for electrical load for Kake, and incrementally as an additional option, for the possibility of an interconnection to Takatz Lake via an undersea cable. This incremental interconnection is to be considered under Task Group 6 – Regional Transmission System.
- The Contractor will work with SEAPA to understand its abilities to serve new non-municipal power utilities and cooperative power utilities. For the purposes of this study, assume two cases: 1) that SEAPA can generate and transmit power to Kake and Metlakatla without losing its tax exempt status, and 2) that Metlakatla will agree to sell power to Kake, and will contract with SEAPA to transmit this power to Kake, at a system wide transmission rate, on the same tariff that Petersburg, Wrangell and Ketchikan purchase power.
- Assume that the Petersburg to Kake Intertie and the Metlakatla Intertie will be 100 percent state funded.

5.3.8.7 Develop the Integrated Resource Plan

- Schedule and develop specific generation and transmission projects to reflect the results of the system analysis and modeling above.
- Develop the preferred resource list, which will consist of a time phased development plan for projects, together with brief project descriptions, duration for construction and project cost. Develop a database of project location, available conceptual design and project costs and prediction of power output.
- Develop a diversified power portfolio with emphasis on renewable energy resources, both dispatchable and non-dispatchable. Consider known hydropower developments being considered by Ketchikan Public Utilities, Metlakatla Power and Light, Southeast Alaska Power Agency, Inside Passage Electric Cooperative, Petersburg Power and Light, and Wrangell Power and Light.
- Develop a transmission upgrade plan to support a phased development of hydropower projects for the SEAPA region. Include in the transmission plan, all necessary substation improvements, Static VAR compensator equipment, and SCADA control components.

5.3.8.8 Requirements for reporting IRP results

- The plan shall be presented as a separate document, to be presented to the SEAPA board, and SEAPA system stakeholders for comment. AEA will ask for written comments from SEAPA and its stakeholders, and will consult with them on comments. The AEA project manager will direct the Contractor on any changes as a result of the SEAPA/stakeholder comments.
- The Plan will be incorporated in the overall Regional Plan document.

5.3.9 Task 9 - Planning for Insular Communities

Contractor will identify Communities, which cannot be interconnected with electrical grids and access to lower cost renewable energy. For each identified community the contractor will:

- Update “Current Energy Status” data from the Alaska Energy Guide and Alaska Energy Pathway through consultation with serving utilities, and with data collected from Task 2 – Assess Existing and Future Energy Needs
- Consider the identified region-wide energy issues and action plan from Task 5, and identify specific demand side efficiency and conservation measures, potential for existing power plant upgrades, and alternative energy projects that could supplement or replace present power generation and heating energy sources for each community.
- Develop community specific action measures and identify capital projects that would
 - Reduce volatility of energy prices
 - Reduce energy prices
 - Provide reliable capacity and energy supply at acceptable energy supply risk.
- Recommend financial approaches developed in Task 4 for identified capital projects that can materially lower the price of energy in the community.
- Provide a specific, prioritized list of capital projects, including project name and description, estimated capital cost, resultant cost of power or heat from the project, and a benefit to cost analysis for each project.
- Address the effect of the projects on the system wide cost of power, as each project is included in the community power portfolio.

5.3.10 Task 10 – Provide Preliminary Capital Budgets for Region-wide IRP

The Contractor will provide a preliminary list of capital projects, their description and system they will connect to, project budget for projects to be undertaken over the first three years of the planning period. This list will be used by AEA to provide input to the legislative process.

5.3.11 Task 11 - Assemble Task Groups 1, 2, and 3 Components into a Regional Plan

The Contractor shall use the results from each task to develop a cohesive regional plan. The plan shall establish an integrated approach that expresses recommended regional and community level strategies and a phased development of transmission line and power generation projects to achieve the goals of the regional plan.

At a minimum the Contractor will:

- Incorporate the Integrated Resource Planning task results from Tasks 7,8, and 9 to create an approach for developing power generation and transmission projects for Southeast Alaska.
- Integrate the establishment of the southeast energy regime with energy technology review, regional transmission planning, and resource planning.
- Produce an explanatory document that presents this three-phase approach, complete with an executive summary of findings and results, methodologies and conclusions and recommendations.

5.3.12 Task 12 - Present the Plan

Contractor will present the plan in summary to the AEA Advisory Work Group, and to a second technical conference, to explain the plan to southeast Alaska. AEA will publish the plan on its web page and make CD copies available. AEA will solicit public comment, and Contractor will receive the written comments, summarize and present to AEA and the Advisory Work Group with recommendations on how to edit and finalize the plan.

5.3.13 Task 13 - Complete the Plan

As directed by the AEA project manager the contractor shall incorporate comments to create and publish a comprehensive final document.

5.4 Deliverables and Schedule

The following is a proposed schedule for the project. Offers should include a final schedule with milestones and proposed dates with their proposal.

Task Group	Task #	Task	Advisory Work Group Meeting requirement	Deliverable	Delivery Date
1	1	Understand the Southeast Energy Model: Past, Present and Future	1 meeting	Participation in up to 10 public meetings and list of documents and load analysis	3/1/11
1	2	Assess Energy Technologies useful to Southeast Alaska	1 meeting	Power Point Presentation and necessary work papers to Advisory Work Group	4/1/11
1	3	Develop an Energy Conservation and Demand Side Management Program for SE Alaska		Include with Task 3 Presentation to Advisory Work Group	4/1/11
1	4	Financing the Southeast Energy Future	1 meeting	Power Point Presentation and necessary work papers to Advisory Work Group	5/4/11
1	5	Address Region-wide Energy Issues and develop Regional Action Plan	1 meeting	Presentation of plan methodology, and summary draft document of issues list and narrative description of issues and participation in technical Conference	5/18-19/11
2	6	Develop a Regional Transmission Plan	1 meeting	Power Point Presentation and necessary work papers to Advisory Work Group	6/1/11
3	7	Preferred Resource Lists for existing Interconnected Networks, excluding SEAPA	1 meeting	Power Point Presentation and necessary work papers to Advisory Work Group	7/1/11
3	8	Develop SEAPA Network IRP	1 meeting	Presentation of SEAPA IRP to Advisory Work Group, and presentation to SEAPA board for consideration and acceptance	9/1/11
3	9	IRP Planning for Insular Communities	1 meeting	Power Point Presentation and necessary work papers to Advisory Work Group	9/1/11
4	10	Provide Preliminary Capital Budgets for Region wide IRP		Interim report, with phased capital improvement schedule, focus on capital project for calendar year 2012, 2013, and 2014.	10/5/11
4	11	Assemble Task Groups 1, 2 and 3 Components into a Regional Plan		Draft Report, delivered to AEA ftp site and by email to AEA project manager, 25 paper copies and 100 CDs	11/2/11

4	12	Present the Plan	1 meeting	Participate in technical conference 2, with responsibility to present the plan, provide power point presentation.	11/9/11
4	13	Complete the Plan		published product, delivered to AEA ftp site, and in 25 hard copies, 100 CD copies	1/16/12

5.5 Other Terms or Conditions

5.5.1 Requirements for Data Collection

The Contractor shall be responsible for all data collection that include possible timing impacts as a result of existing federal and state regulatory requirements, utility power supply system characteristics, obtaining and reviewing existing reports and studies completed by others.

5.5.2 Additional Services

AEA may request the Consultant provide additional services which could include: economic analysis, cost benefits analysis, legal/regulatory analysis, additional research and analysis, additional conferences, and other services as determined by AEA. Any additional services would be subject to AEA and the Contractor negotiating an amendment to the contract.

5.5.3 Payment Terms

AEA intends to negotiate a firm fixed-priced contract by Task as defined by this RFP and the subsequent contract.

Payment for services rendered will be made based upon submission of invoices and satisfactory progress reports which show work is being completed in accordance with the contract schedule.

Unless the Contractor provides written notice to the Project Manager, all work being performed will be considered within the scope of the contract. The Contractor will not be reimbursed for work that is not approved in advance of an approved amendment.

SECTION 6. PROPOSAL SUBMISSION FORMAT

The Authority wishes to discourage unnecessarily lengthy and costly proposal preparation, yet all proposals must contain the following information, formatted as requested. Proposals should be limited to the requested information.

Failure to follow this format for a proposal or failure to include complete information as requested may result in a lower score or disqualification of the proposal depending on the severity of the discrepancy.

6.1 Introduction

Include a Letter of Transmittal containing the complete name and address of the firm; name of the contact person for the proposal, mailing address, and telephone number; email address and a statement indicating you meet the minimum requirements of section 1.2; a copy or reference to your Alaska Business License; a statement confirming that the proposal is valid for ninety (90) days from closing date for receipt of proposals; a certification, as appropriate, that your firm qualifies as an Alaskan vendor in accordance with Section 2.16; and a statement with regard to any perceived or potential conflicts of interest.

Include a title page showing:

RFP # 2011-0800-9782
Firm's Name
Date of Proposal

Include a Table of Contents.

6.2 Understanding of the Project and Commitment

Include a brief discussion of your understanding of the purpose and goals of this RFP and the proposed tasks and considerations. Include any assumptions you would bring to the table based on your previous experience.

Also include a brief discussion of any potential problems you believe may be encountered in the performance of the contract and creative suggestions for addressing these problems. Include your expectations of the Project Manager, the Authority, the Advisory Group, Utilities, and other Stakeholders that may be involved in this process.

Describe your availability to commit to this study and complete the interim deliverables in a timely manner. Discuss other work or projects that you have or may have during the period of performance.

6.3 Personnel and Firm Qualifications and Experience

Include a statement of qualifications and resumes for all key personnel designated to perform work under this RFP.

The statement of qualifications should include:

- A list of key personnel in the company, their position in the company, what role they will have under this contract.
- A statement of expected availability of key personnel over the term of the contract.
- An organizational chart for the company.
- A listing of key partners or subcontractors that may be directly involved in this contract that you routinely work with, how they relate to your organization, and what their role may be in this contract.

Resumes of key personnel should be no longer than 2 pages and include:

- Education including current certifications and professional memberships;
- Work history with reference names and phone numbers; and
- A brief description of specific projects they were involved with and their role on that project.

In addition to information about the key individual's experience, provide documentation verifying the qualifications and experience of the firm and known subcontractors as they relate to carrying out the services solicited in this RFP.

Demonstrate experience in doing both regional and local, resource and transmission plans, with specific experience in Alaska or working with similar regions elsewhere. Provide examples of no more than five projects that you or your partners have completed in the last 5 years. Include for each:

1. A brief description of the type of project, tasks, and deliverables.
2. The names of key individuals involved in the project.
3. Project schedule.
4. Client's name, their address, current telephone number, and contact person who can respond to queries concerning their experience with the Offeror's firm.

6.4 Methodology

Briefly discuss how you would complete the tasks identified in Section 5. If you are proposing an alternative set of tasks and methodology, this should be discussed in this section of your proposal. At a minimum, this section of your proposal should include the following:

1. A brief description of the resources you will commit to this plan and an organizational chart of key personnel and their duties.
2. An explanation of how you intend to gather and analyze data needed and what assumptions you would take in developing your analysis.
3. The name and description of computer software you will employ for Integrated Resource Planning for the SEAPA System (Task 8). Explain the capabilities or approach for accurately modeling renewable energy sources such as storage hydropower projects typical for Southeast Alaska.
4. A proposed schedule that identifies dates for key tasks, reporting, and any meetings you would propose with stakeholders.
5. Expectations you may have for AEA or other participants in the contracting process.
6. Suggestions you may have for performing all tasks more efficiently or other terms or conditions you would want in the final contract.

6.5 Price Proposal

Provide a price proposal by tasks identified in Section 5. and further defined in your proposal using the sample format below. Cost shall include all labor, expenses, overhead and profit.

The cost proposal should show the commitment of hours and expenses for each task as proposed by the Offeror and at a minimum include; employee name, title, estimated hours for by task, their rate, any travel (reference 3.7.1) and other miscellaneous expenses shall be included and extended out. At the end of the spreadsheet will be the total lump sum for all of the tasks.

Labor Rates should include all overhead, profit, and indirect costs. Expenses should include all costs necessary to complete the specific tasks for a fixed price.

Sample Format

<i>Employee</i>	<i>Jim S.</i>	<i>Jane D</i>	<i>Bob P.</i>		<i>Estimate of Allowable Expenses Per task</i>		<i>Total</i>
<i>Employee Function</i>	<i>Project Manager</i>	<i>Project Assistant</i>	<i>Office Manager</i>		<i>Travel & Per diem</i>	<i>Other Expenses</i>	
<i>Loaded Hourly Rate</i>	<i>\$100.00</i>	<i>\$75.00</i>	<i>\$40.00</i>				
<i>Task 1 Hrs.</i>	<i>10</i>	<i>25</i>	<i>5</i>				
<i>Task 1 \$</i>	<i>\$1000.00</i>	<i>\$1,875.00</i>	<i>\$200.00</i>		<i>\$1000.00</i>	<i>\$50.00</i>	<i>\$4,125.00</i>
<i>Task 2 Hrs.</i>	<i>100</i>	<i>50</i>	<i>10</i>				
<i>Task 2 \$</i>	<i>\$10,000.00</i>	<i>\$3,750.00</i>	<i>\$400.00</i>		<i>3000.00</i>	<i>\$200</i>	<i>\$17,350.00</i>
<i>Total Hrs.</i>	<i>150</i>	<i>75</i>	<i>15</i>				
<i>Total Cost</i>	<i>\$11,000.00</i>	<i>\$5625.00</i>	<i>\$600.00</i>		<i>\$4000.00</i>	<i>\$250</i>	<i>\$21,475.00</i>

Your cost proposal will be treated as a lump sum, fixed-price proposal to accomplish this plan. (Reference Section 2.18) The contract price may vary depending on the final negotiated contract scope, terms, and conditions.

In addition to providing a cost proposal in the above format, provide a billing schedule for your firm and any major subcontractors that include your loaded hourly billing rates by individual and job title, as well as any anticipated direct expenses such as travel, printing, and other anticipated contractual services costs.

Discuss any issues you may have regarding the project costs or any other proposed payment terms or conditions that may be different than those indicated in Section 3.6 of this RFP.

SECTION 7. EVALUATION CRITERIA

7.1 Evaluation Process

All responsive proposals will be evaluated using the process, criteria, and weightings listed in this section.

Proposals will be opened and evaluated in a manner that avoids disclosure of the contents to competing Offerors during the evaluation process and negotiations. The makeup of the evaluation team, number of responses received, and who responded will be kept confidential until contract negotiations are completed and the notice of intent to award is issued.

Proposals will initially be reviewed for the following minimum responsiveness requirements:

1. Was the proposal received by the deadline for receipt of proposals?
2. Is the proposal signed?
3. Did the Offeror submit evidence of having a valid Alaska Business license?
4. Does the Offeror meet the minimum requirements of Section 1.2?
5. Are there any conflicts of interest noted that would prohibit the Offeror from being objective?

Proposals that fail to meet these requirements will be rejected as non-responsive and will not be evaluated. The Evaluation Committee will evaluate the remaining proposals based on the evaluation criteria and weighting listed in this section.

7.1.1 Proposal Review

All responsive proposals received will be reviewed and evaluated by a committee that will be made up of the Authority representatives or staff. Other representatives may be added as appropriate, provided the Evaluation Committee is made up of at least the designated procurement officer and two AEA employees in accordance with 2 AAC 12.260. Each member shall exercise independent judgment and no member's vote or score will be weighted more than any other.

7.1.2 Evaluation Committee Follow-up

The Evaluation Committee may select a contractor for negotiations upon completion of the initial scoring. However, if the committee desires, they may request additional information for the purpose of clarification (Section 2.19), or develop a list of proposals reasonably susceptible for award, or request best and final offers (Section 2.20). Re-evaluation of proposals after discussions will be conducted by the same Evaluation Committee using the same criteria and weights identified in this section.

In accordance with AS 36.30.240, vendors reasonably susceptible of being selected for award will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.

7.2 Evaluation Criteria

The following criteria and weights will be used to score each proposal.

7.2.1 5% Project Understanding and Commitment

At a minimum this section may be evaluated against the following questions:

Does the Offeror's proposal demonstrate an in-depth knowledge of the services the Authority is requesting and does the Offeror understand the project? What, if any, commitments are the Offeror willing and able to make the Authority's work a priority? Does the Offeror have the resources to deliver a quality report in the time allotted?

7.2.2 25% Personnel & Firm Qualifications, Experience

At a minimum qualifications and experience may be evaluated against the following questions:

Are the statement of qualifications and resumes complete? Is all the expertise in-house, through partnerships, or will outsourcing be needed? If outsourced or a joint venture, what demonstrated experience do the companies have working together? If a joint venture, who is the lead to assure compliance with all contract requirements?

Are there appropriately qualified individuals and subcontractors in key positions? Does the firm/team demonstrate professional knowledge of producing similar reports? What is the firm/team's record for responsiveness to client's needs and success in previous projects? How does each firm's experience and qualifications compare with that of other Offerors?

Do the examples provided; document the quality and level of expertise and experience needed to provide the required services?

Are the references positive? If not, are there adequate explanations or extenuating circumstances that should be considered? Are the personnel, proposed to work on this job, the same persons who have worked on similar jobs for the firm?

7.2.3 20% Methodology

At a minimum methodology may be evaluated against the following questions:

Has the Offeror included an organizational chart that shows what roles, responsibilities, and key tasks each individual will have in delivering a meaningful and comprehensive document? What is the Offeror's approach to this work? Does the SEAPA IRP modeling software and modeling approach proposed for the SEAPA IRP have direct capability to accurately model the unique Southeast Alaska resource mix? Does the Offeror describe how they will gather information and organize it into a meaningful document? Does the Offeror include a schedule, reference 5.6? Does the Offeror have expectations for AEA and the advisory committee and if so what are those expectations? Does the Offeror suggest means for delivering a quality document? Does the Offeror have any terms or conditions that they would want in a final contract?

7.2.5 40% Price and Fee Schedule

The evaluation of cost will be based on the total price to complete all tasks identified in this RFP in accordance with the contractor's price proposals. The lowest cost proposal will receive the maximum points allocated to cost and all other Offeror allocations are determined by this formula:

$$\frac{(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})}{\text{Price of Each Higher Cost Proposal}} = \text{Points awarded for cost}$$

Cost proposals from Alaska vendors will be reduced by 5% for the above calculation. Ref 2 AAC 12.260.

7.2.6 10% Alaska Proposer Preference

10% of the total points available will be awarded to qualified Alaskan vendors in accordance with 2 AAC 12.260(e). For a definition of "Alaskan vendor" refer to Section 2 of this RFP.

7.3 Contractor Selection

Upon completion of the evaluations, the Procurement Officer will review the evaluation process to assure procedures were followed in accordance with this RFP and existing State of Alaska statutes and regulations. This process may include reviewing score sheets, proposals, discussions or any other materials presented to the Evaluation Committee. The Procurement Officer may recommend that proposals be reevaluated prior to beginning negotiations if there is reason to suspect an error was committed during the evaluation process.

The final decision of the Evaluation Committee will be documented in writing and made a part of the contract file. The Evaluation Committee will recommend for negotiations to the Procurement Officer the contractor whose proposal best meets the requirements of the project based on the criteria outlined in this RFP.

The apparent successful contractor will be required to provide the following information during contract negotiations before award of the final contract.

- Certificate of Insurance
- Proof of any Subcontractor's Alaska Business License.
- Any other information that may be needed for clarification of the Offeror's proposal.

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number	2. ASPS Number	3. Financial Coding	4. Agency Assigned
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor Hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p style="margin-left: 20px;">2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.</p> <p style="margin-left: 20px;">2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p style="margin-left: 20px;">2.3 Appendix C sets forth the services to be performed by the Contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and Ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p style="margin-left: 20px;">4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p style="margin-left: 20px;">4.2 When billing the State, the Contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of			
Mailing Address		Attention:	
12. CONTRACTOR		<p>14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

Article 1. Definitions

- 1.1 In this contract and appendices "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the Authority for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspection and Reports

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

Article 3. Disputes

- 3.1 Any dispute concerning a question of fact arising under this contract, which is not disposed of by mutual agreement, shall be decided in accordance with AS 36.30.620-632.

Article 4. Equal Employment Opportunity

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

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

Article 5. Termination

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material

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

Article 8. Independent Contractor

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

Article 9. Payment of Taxes

As a condition of performance of this contract, the Contractor shall pay all Federal, State, and local taxes incurred by the Contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire, remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Contractor, for a period of three (3) years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the Contractor may retain copies of all the materials.

Article 11. Governing Law

This contract is governed by the Laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions

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

Article 13. Officials Not to Benefit

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

Article 14. Covenant against Contingent Fees

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

Article 15. HUMAN TRAFFICKING: By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

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

Failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract

Article 1. Indemnification

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

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

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