



SOUTHEAST ALASKA POWER AGENCY (‘SEAPA’)

REQUEST FOR PROPOSALS

Tyee Lake Hydroelectric Project FERC Relicensing Services



**Date of Issue: May 9, 2025
Proposal Deadline: July 10, 2025**

SOUTHEAST ALASKA POWER AGENCY

Request For Proposals

The Southeast Alaska Power Agency (SEAPA) is seeking proposals from qualified consultants for the Federal Energy Regulatory Commission (FERC) relicensing of SEAPA's Tyee Lake Hydroelectric Facility, FERC Project No. 3015. The Project is located approximately 40 miles east-southeast of the City and Borough of Wrangell, Alaska near the head of Bradfield Canal. Proposals are due by July 10, 2025 at 4:00 p.m. AKDT.

GENERAL PROJECT INFORMATION

Owner: Southeast Alaska Power Agency
55 Don Finney Lane, Ketchikan, Alaska 99901
P 907.228.2281 | Fax 907.225.2287 | www.seapahydro.org

For purposes of this solicitation, the Southeast Alaska Power Agency may be referred to interchangeably as Owner, SEAPA, or Agency and the terms Consultant, Proposer, consultant, consultant, offeror, proposer, respondent, submitter, and vendor are used interchangeably and mean a person(s) or firm(s) submitting a response. Any proposal or modification to a proposal received after the due date will not be considered and will be deemed non-responsive. Proposer is responsible for all costs and expenses of proposal preparation. Proposers are advised that their proposal may be subject to full public disclosure.

Submission of Proposals: Proposers shall deliver their proposal and are responsible for assuring receipt of their proposal by Owner prior to the deadline for submittals no later than: **July 10, 2025 at 4 p.m. AKDT.**

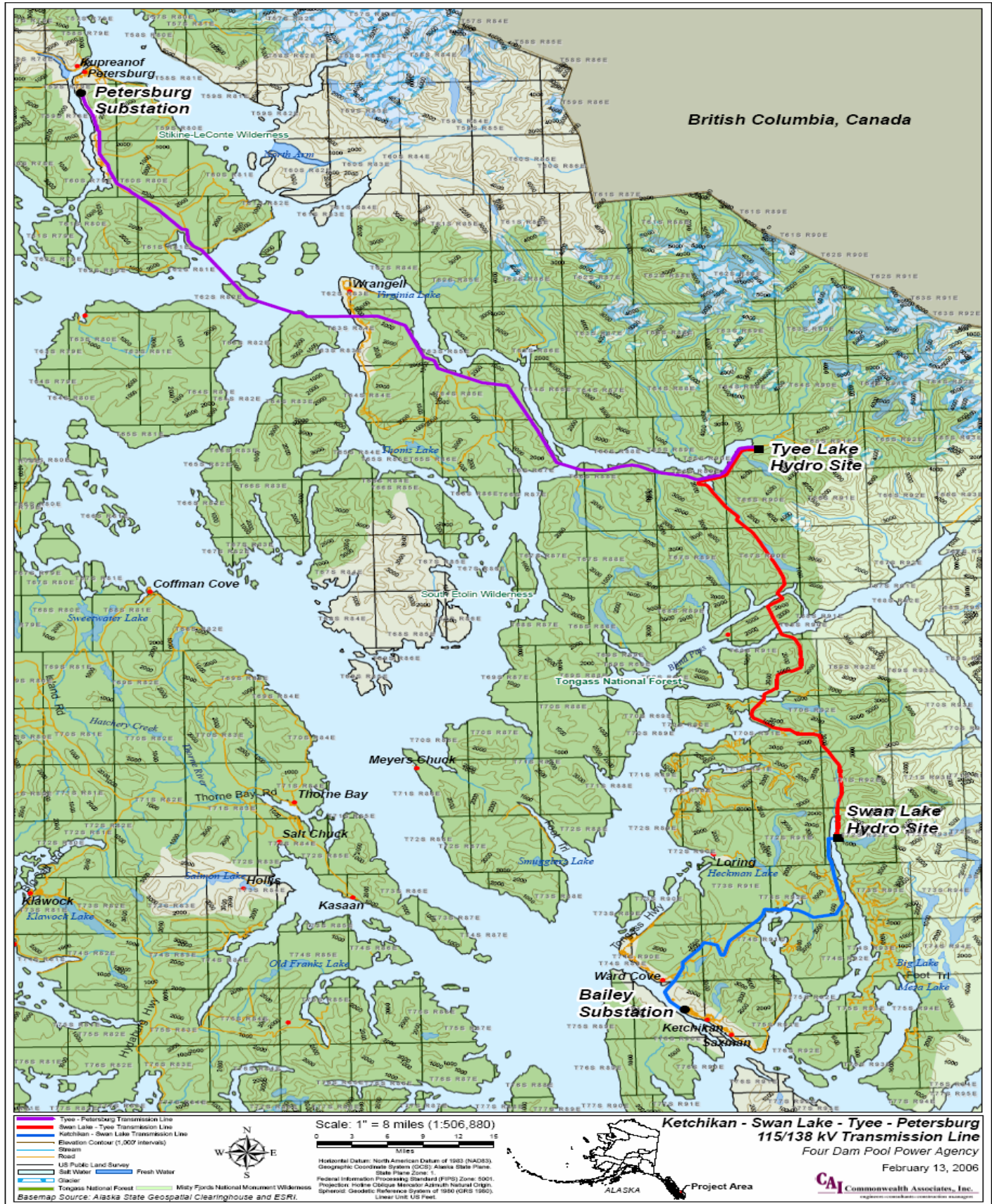
This Request for Proposals (RFP) includes the Appendices and Attachments referenced herein, which may be downloaded from SEAPA's website at: <https://www.seapahydro.org/opportunities/bids-projects>. All submittals shall be transmitted electronically in .pdf format using direct computerized conversion to .pdf files. To preserve legibility in reproduction, printing and rescanning shall only be used for the signing of documents or similar occurrences and only with the original document. All submittals shall be clear and legible for further reproduction by the Owner. Scanned copies of original signatures will be treated in all aspects as having the same effect as an original signature. SEAPA will not accept faxed or hard copies of Proposals. Submittals must be emailed to: ContAdmin@seapahydro.org.

The e-mail subject field shall be marked with the following project name: "Tyee Lake FERC Relicensing Services". Confirmation of receipt by Owner of Proposer's electronic submittals are the responsibility of the Respondent.

The deadline for inquiries/clarifications is June 30, 2025. All inquiries/clarifications must be directed to: ContAdmin@seapahydro.org. The objective of this RFP is to provide sufficient information and a framework for consultants to submit details and project examples of their qualifications. The RFP is neither a contractual offer nor a commitment by SEAPA to purchase services. Consulting firms must be bona-fide providers of the services being requested, and have the capacity to perform the scope of work. To be responsive to this request, information submitted by consultants must conform to the procedures, format, and content requirements outlined in this RFP. Failure to do so may result in the respondent being declared non-responsive

Section 1.0 **Introduction**

SEAPA is a joint action agency organized and existing pursuant to the laws of the State of Alaska. The members of the Agency are the City of Ketchikan, City and Borough of Wrangell and the Petersburg Borough. Agency facilities are principally comprised of the Swan Lake and Tyee Lake Hydroelectric Projects in southern SE Alaska and approximately 175 miles of transmission lines connecting Ketchikan to Wrangell and Petersburg. In 2009, SEAPA completed the Swan-Tyee Intertie Project which connected the Swan Lake and Tyee Lake hydroelectric projects. After completion of the 57-mile segment, Ketchikan, Wrangell, and Petersburg became interconnected for the first time. SEAPA is headquartered in Ketchikan, Alaska. The following is a region map provided for project general location reference:

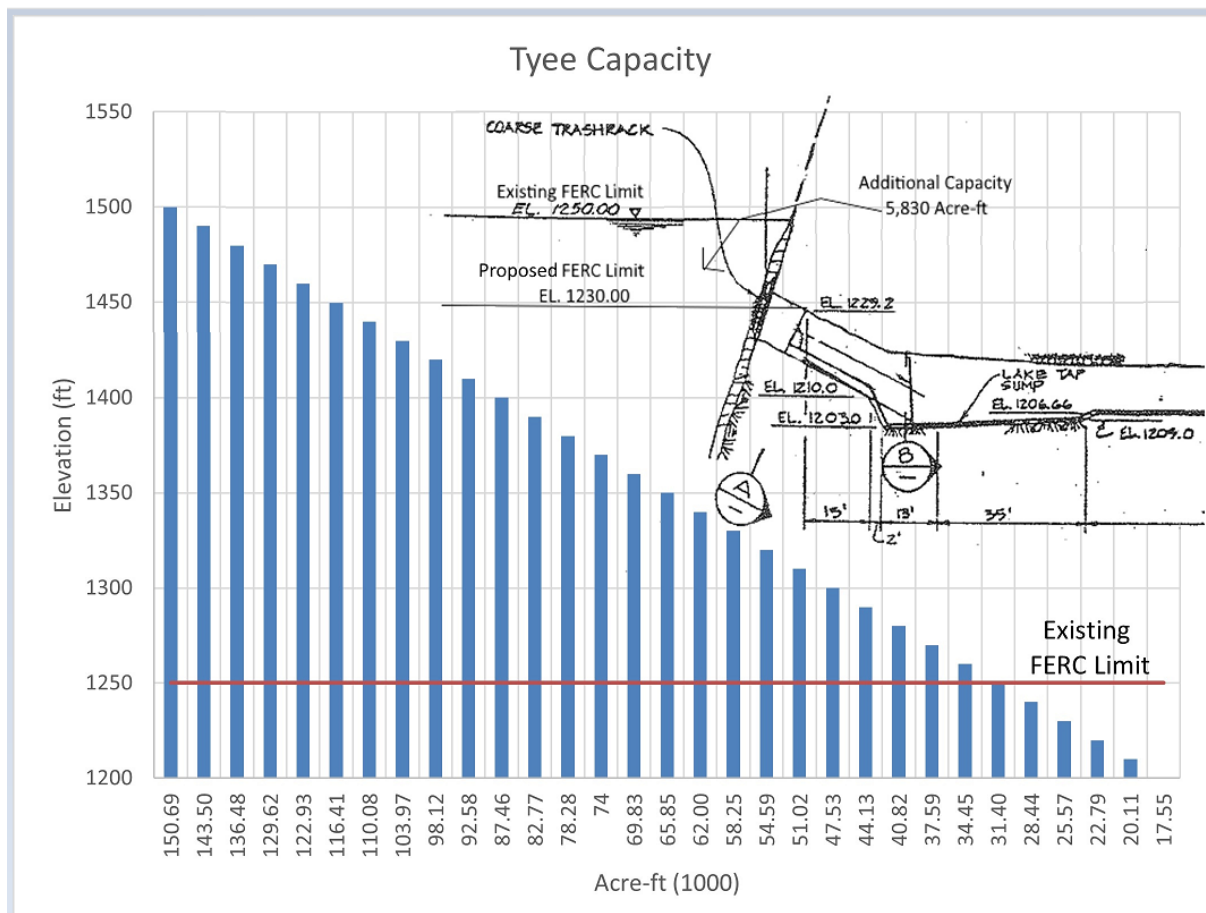


Section 2.0

Tyee Lake Background and Site Information

The Tyee Lake Hydroelectric Project (Project) was originated by the Thomas Bay Power Commission (TBPC), which was a joint venture created by the communities of Wrangell and Petersburg, Alaska. In 1979 the TBPC approached the Alaska Power Authority to assume control of the Project. In June 1979, the Alaska Power Authority voted to design and construct the Project and construction started in October 1981, was completed in February 1984, and has been in commercial operation since May 9, 1984. FERC issued the Project license (FERC Project No. 3015) on August 5, 1981. The license expires on August 4, 2031. In 1999, a joint action agency (JAA) was formed by the State of Alaska in 1999 to function as an Alaska Public Corporation for the ownership and operation of four hydroelectric projects. The JAA was named the Four Dam Pool Power Agency, which following divestiture and restructuring, is now known as the Southeast Alaska Power Agency (SEAPA). SEAPA now owns and operates two of the four projects - the Swan Lake and Tyee Lake Hydroelectric Projects in Southeast Alaska.

The Tyee Lake Project occupies lands within the Tongass National Forest under the administration of the U.S. Forest Service, and is located at the head of Bradfield Canal, approximately 40 miles east-southeast of the City and Borough of Wrangell, Alaska, 70 air miles southeast of the Petersburg Borough, and 60 miles northeast of Ketchikan, Alaska. Tyee is a lake tap project consisting of an intake structure, 8,300 ft. long, 10 ft. diameter unlined power tunnel, a 1,350 ft. long steel penstock and an above-ground powerhouse located on Bradfield Canal. The powerhouse has two vertical shafts, six jet Pelton turbines and two generating units with a combined nominal capacity of 22.5 MW. The Project also includes a substation next to the powerhouse, 40 miles of 115 kV transmission line to the north, 2 miles of submarine cable, and appurtenant facilities.



Provision was made at the time of construction for a third turbine generator unit to be installed in the powerhouse at a later date. On January 27, 2025, SEAPA filed an application for a capacity-related amendment to its Tyee FERC License No. 3015 to enable SEAPA to install an additional 10 MW hydroelectric Pelton-style generator in the existing empty bay in the powerhouse.

SEAPA holds a leasehold interest in the FERC project area pursuant to a lease from the State of Alaska, Department of Natural Resources, dated January 31, 2002 and expiring July 31, 2031, which leasehold term is coextensive with the FERC license and automatically renewed therewith.

The Project's annual maximum energy output is 130,000 MWh.

Significant Orders:

Date Issued	Purpose of Amendment
12/24/1996	Order finding Licensing of Swan Lake-Tyee Lake Intertie Transmission Line is not a primary transmission line requiring a license from the Commission.
01/16/2009	License amended to reflect the change of the licensee's name from the Four Dam Pool Power Agency to the Southeast Alaska Power Agency.

Section 3.0

Statement of Work

3.1 SCOPE. This RFP is for professional consulting services to relicense SEAPA's Tyee Lake Hydroelectric Project, FERC No. P-3015, which expires August 4, 2031. On January 27, 2025, SEAPA filed an application for a capacity-related amendment to its Tyee FERC License No. 3015 to enable SEAPA to install an additional 10 MW hydroelectric Pelton-style generator in the existing empty bay in the powerhouse. SEAPA also has a FERC license for its Swan Lake Hydroelectric Project (FERC No. P-2911) that expires June 30, 2030. A relicensing effort is currently underway for the Swan Lake Project.

SEAPA's goals are not fully fleshed out, but include minimizing costs, maintaining operational flexibility, lowering the draft limit, minimizing and/or mitigating any environmental impacts, avoiding negative PR, and taking advantage of the opportunity to generate positive PR.

Respondent's proposal should not only demonstrate their qualifications and experience to meet the anticipated subjects listed below, but also include the scope of work items that will be required to complete the application process including postapplication support. The Respondent should include what their expectations of SEAPA are for subjects and the project as a whole. SEAPA anticipates using the Traditional Licensing Process (TLP) for relicensing, and this should form the basis for the Respondent's proposed schedule.

Consultant will be required to accomplish all phases of the relicensing effort extending through the license issuance date assumed at this point to be approximately July 31, 2031. Consultant must make a compelling case that they have staff available to make quality submittals meeting all project deadlines including the July 31, 2026 deadline for the NOI and PAD, and Traditional License Process request, if applicable. Qualifications and experience submittals should address the following subjects:

1. Strategic approach to successfully manage the multiple regulatory objectives
2. Review and interpretation of existing studies, data, and plans
3. Identify and understand potential issues and areas of risk
4. Develop collaborative relationships with stakeholders

5. Prepare documents and filings required by the FERC licensing process
6. Narrowly scope and implement necessary studies
7. Regulatory Document Filings
8. Post Filing
9. Project Management

Subject 1: Strategic Approach to successfully manage the multiple regulatory objectives

The Consultant shall proactively identify potential technical or political issues that could arise throughout the relicensing process. Consultant's team will have the experience and strategic expertise necessary to develop, execute, and adapt an effective relicensing strategy to navigate initially identified issues and other issues that arise and avoid any major pitfalls. SEAPA will want the successful consultant to formulate a recommended strategy for accomplishing the licensure of a lower draft limit for Tyee from its current FERC limit of 1250ft. SEAPA has not had the opportunity to test the system at lower lake levels. The Respondent should have demonstrated experience and qualifications successfully navigating FERC licensing (optimally in Alaska) with the following laws or regulations:

- Federal Power Act
- National Environmental Policy Act
- Clean Water Act
- Coastal Zone Management Act
- National Historic Preservation Act
- Fish and Wildlife Coordination Act
- Endangered Species Act
- Magnusson Stevens Fishery Conservation and Management Act
- Marine Mammal Protection Act
- Bald and Golden Eagle Protection Act
- Wild and Scenic Rivers Act

The Respondent must be able to effectively assess valid areas of agency concern while ensuring that the scope of the effort doesn't unnecessarily expand.

Subject 2: Review and interpretation of existing studies, data and plans

Since the project is a relicensing effort, there is a wealth of historical information available. To efficiently implement anticipated future information demands, it is key to demonstrate an ability to absorb, understand, interpret, and apply critical thinking to the information at hand. Information at hand includes the following:

- Existing FERC License and Amendments (listed in Section 2.0)
- Record Drawings
- Water use and generation and lake levels
- Tyee Lake Operational Considerations at Low Reservoir Levels
- Typical studies required for relicensing
- License Amendment application for Third Turbine including future studies

Comprehensive Plans (not exhaustive):

- Alaska Administrative Code (AAC). 2003. 5 AAC § 75.222 Policy for the Management of Sustainable Wild Trout Fisheries. Juneau, Alaska.

- AAC. 2012. 5 AAC § 39.222 Policy for the Management of Sustainable Salmon Fisheries. Juneau, Alaska.
- Alaska Department of Fish and Game (ADFG). U.S. Fish and Wildlife Service. 2007. Black Oystercatcher (*Haematopus bachmani*) Conservation Action Plan. Anchorage, Alaska. April 2007.
- ADFG. 2011. Alaska Anadromous Waters Catalog – Southeastern Region. Anchorage, Alaska. June 1, 2011.
(Updated: ADFG. 2023. Catalog of Waters Important for Spawning, Rearing, or Migration of Anadromous Fishes – Southeastern Region, Effective June 1, 2023. Special Publication No. 23-04. Anchorage, Alaska).
- Alaska Department of Natural Resources (ADNR). 2008. Alaska's Outdoor Legacy: Statewide Comprehensive Outdoor Recreation Plan (SCORP): 2009-2014. Anchorage, Alaska.
- (Updated: ADNR. 2015. North to the Future, Alaska's Outdoor Legacy: Statewide Comprehensive Outdoor Recreation Plan (SCORP): 2016-2021. Anchorage, Alaska.) ADNR. 2000. Central/Southern Southeast Area Plan. Anchorage, Alaska. November 2000.
- National Marine Fisheries Service (NMFS). 1991. Final Recovery Plan for the Humpback Whale. Silver Spring, Maryland. November 1991.
- NMFS. 2008. Recovery Plan for the Steller Sea Lion: Eastern and Western Distinct Population Segments (*Eumetopias jubatus*). National Marine Fisheries Service, Juneau, Alaska. March 2008.
- National Park Service. 1993. The Nationwide Rivers Inventory. Department of the Interior, Washington, D.C. Including recently proposed stream additions.
- Southeast Alaska Fish Habitat Partnership. 2017. Conservation Action Plan 2017-2021. Juneau, AK.
- U.S. Fish and Wildlife Service (USFWS). 1994. Conservation Plan for the Sea Otter in Alaska. Anchorage, Alaska. June 1994.
- USFWS. 2005. Regional Seabird Conservation Plan. Pacific Region, Portland, Oregon. January 2005.
- USFWS. 2009. Alaska Seabird Conservation Plan. Anchorage, Alaska. 2009.
- USFWS. n.d. Fisheries USA: the Recreational Fisheries Policy of the U.S. Fish and Wildlife Service. Washington D.C.
- USFWS, et al. 2008. Alaska Shorebird Conservation Plan. Version II. Anchorage, Alaska. 2008.
- (Updated: Alaska Shorebird Group. 2019. Alaska Shorebird Conservation Plan, Version III. Anchorage, Alaska. April 2019.)
- U.S. Forest Service. 2016. Tongass National Forest Land and Resource Management Plan. Department of Agriculture, Ketchikan, Alaska. December 2016.

The Respondent should show experience with identifying potential information gaps and finding the most insightful way to fill in those gaps.

This scope item addresses review and interpretation of existing studies, data, and plans. SEAPA does not expect Respondents to review and respond in detail to existing studies, data and plans in this proposal phase. Rather, Respondents should describe their understanding, skills, experience, and approach in reviewing and interpreting this wealth of existing information should they be awarded the work.

Subject 3: Identifying and understanding potential issues and areas of risk

SEAPA's Wrangell-Petersburg transmission line is currently included in the Tyee License; however it was included in the license in error. The new license application should step through this issue and propose its removal. Experience with similar analysis will be helpful. It is also helpful to demonstrate involvement and tracking of other relevant licensing efforts and potential implications to SEAPA.

SEAPA is interested in exploring lowering FERC's Tyee Lake's draft limit of 1250ft but otherwise is not proposing changes to the operation of Tyee Lake other than proceeding with an application to FERC for a capacity license amendment. The Tyee Lake Project was designed and constructed with provisions to add a third generating unit, however demands at the time did not justify its construction. Since demands have increased, the third turbine is now a viable project. Recognizing this, SEAPA has completed the third turbine design through the procurement phase, and has applied for but not yet received the License Amendment. The third turbine (and generator) would increase the Project's installed capacity by 50% (12.5 MVA).

SEAPA will want the consultant to understand the risk of including the lowering of the draft limit given that SEAPA has not had the opportunity to test the system at lower lake levels. Further, it is recognized that laws, regulations, management plans, and interests have evolved. Therefore, the Respondent should demonstrate their ability to identify the review agencies and what their concerns/interests may be in relation to a lower draft limit. Recommending an approach to engage and navigate the process of obtaining agency endorsement is important. Also, demonstrating successful experience and approach to managing risks associated with stakeholders, potential intervenors, timing, relicensing studies, and PMEs is required.

Subject 4: Develop collaborative relationships with stakeholders

Effective early engagement and external communication and positive engagement with interested parties are critical to Project success. The Consultant must demonstrate experience, expertise, and flexibility in outlining appropriate protocols for engaging with external interested parties, the public, the media, and elected officials; addressing potential communication strategies/approaches to address individual technical issues/risks to support SEAPA's relicensing goals and objectives, as well as scheduling of engagements that precede the first study year activities. Show experience and approach in conducting:

- Early stakeholder engagement
- Site visits
- Meetings
- Stakeholder education
- Focus Groups
- Proactive PR campaigns, which could potentially include press releases, social media posts, and/or postings on the Project website with a Project updates page
- Establishing and maintaining consistent communications
- Developing public educational material, fact sheets, and other material
- Dealing with stakeholders that request data collection that does not have a Project nexus
- Sharing of information with Stakeholders

A Preliminary stakeholder list is provided in **Exhibit A** attached to this RFP and incorporated herein by reference.

Subject 5: Prepare documents and filings required by the FERC licensing process

The Pre-Application Document (PAD) is the foundation for issue identification, study plan development, and FERC's environmental analysis. The Respondent should clearly demonstrate they have successfully developed PADs including lessons learned from previous projects. Project experience in Alaska is preferred. Consultant must include comments on its staffing availability to meet all project deadlines including the July 31, 2026 deadline for the NOI and PAD. Consultant's qualifications to deal with licensing activities, some of which are well defined and others which are unknown at this time, must demonstrate quality work products meeting FERC's requirements and deadlines.

The Consultant should indicate strategies used in the past to overcome information gaps and indicate their view toward what is critically important in a PAD.

Subject 6: Narrowly scope and implement necessary studies

Other than lowering the draft limit and the capacity license amendment discussed in Subject 3 above, SEAPA is not proposing to modify its operations at Tyee Lake. Respondents should outline their approach and past effectiveness at narrowing the scope of studies and PME measures. The Consultant should demonstrate skill at leading the preparation of a Proposed Study Plan (PSP). They should include what tools will be employed to set limits to areas of inquiry. Discuss your experience with guiding a risk assessment when deciding between proceeding with a study or PME versus pushing back on the request.

Indicate how you would approach getting the necessary studies done. Are you interested in performing necessary studies in house, or do you envision subcontractors? Elaborate on your rationale.

SEAPA is interested in the Respondent's ability and track record to implement necessary studies in the most efficient, productive, and fiscally responsible manner possible. Indicate your approach and experience in:

- Permitting field studies
- Field Safety Plans
- Implementation Plans for Studies
- Periodic reporting
- Study Results Meeting with FERC and Documentation
- Updating Study Plans (if required)
- Issuing Final Study Report

Subject 7: Regulatory Documents Filings

Consultant should demonstrate successful experience preparing regulatory document filings to meet the level and adequacy and completeness expected in the FERC relicensing process. This experience should include all necessary exhibits that will ultimately be required in the Final License Application (FLA) by FERC to conduct their National Environmental Policy Act (NEPA) analysis and issue a new license for the Project. The Respondent should identify all of the necessary filings, and comment on any key challenges they foresee in meeting FERC's schedule requirements. Demonstrate approach and experience in navigating responses to comments on the DLA, including potential requests for additional studies. Cite experience in reviewing environmental documents, draft EAs or EIS's, draft license articles, and agency conditions.

Subject 8: Post Filing

The Respondent should explain their philosophy and approach to guiding post-filing outcomes with FERC and stakeholders. Experience in obtaining USFS Special Use Permit and schedule maintenance experience should be cited. The Respondent should elucidate what they envision as key elements to post-filing success.

Subject 9: Project Management

This subject includes all aspects of project management for all phases of the project including maintaining oversight on post-filing deadlines. Respondent should demonstrate that they and their personnel proposed for the project possess the depth and expertise necessary to coordinate simultaneous efforts while maintaining technical quality and consistency across all documents.

How will the Respondent deal with the evolution of resource issues as the work unfolds?

The Respondent should convey their vision for project management and include key members to support SEAPA's relicensing effort. It is important for SEAPA to understand what the Respondent would expect from SEAPA.

The Consultant's proposal should identify who is proposed to be the Project Manager (PM) as the single point of contact for SEAPA throughout the relicensing process. Cite experience, successes, approach and qualifications regarding:

- Keys to ensuring successful execution of project
- Producing and updating schedules that include study contingencies
- Understanding of FERC's Three Stage Process
- Coordinating internal workflow processes and meetings within the consultant team to meet deadlines
- Excellent written communication including concise graphics
- Conducting a final QA/QC review of documents before they are submitted to SEAPA.
- Information Management
- Establishing and maintaining project websites
- Reporting progress
- Orchestrating successful stakeholder engagement
- An understanding of SEAPA and constraints of having limited staffing

While it is SEAPA's hope and belief that a settlement agreement will not be necessary, please cite experience and approach to successfully negotiating a settlement agreement should one become necessary.

3.2 PROPOSER QUALIFICATIONS

As the process unfolds, it is possible that specialized technical or environmental studies may be required that cannot be anticipated in advance. It is also possible that unforeseen risks are identified necessitating shifting of the licensing approach. It is also possible that SEAPA's desire to lower the draft limit may not go as hoped. Therefore, the Respondent should demonstrate flexibility and experience strategically guiding relicensing by being well versed in:

- FERC relicensing processes and requirements

- FERC offices, divisions and positions (how to receive the best regulatory feedback given the task at hand)
- Providing strategic guidance in the relicensing process
- Efficiently identifying key issues to focus resources
- Managing relicensing and specialty consultants to prepare documents and filings
- Efficiently managing Additional Resource Requests
- Public outreach
- Scheduling of tasks given the complications presented by working in Alaska
- Facilitating focus group meetings with stakeholders to gather input to incorporate into the regulatory submittals
- Development of presentation materials to aid the process

3.2.1 Proposer Minimum Qualifications:

- Regularly engaged in the business of providing professional consulting services on projects involving new hydropower licenses from FERC and involving relicensing for at least eight (8) years in Alaska. Demonstrate that you have staff specialized in relicensing, including support staff skilled in relicensing studies, with availability to work on this project.
- Demonstrated successful experience in tribal consultations, collaboration with tribal entities and the State of Alaska Historic Preservation Office. Include approaches contemplated to attempt to solicit a positive and timely response.
- Demonstrated thorough experience with the regulatory processes and federal and state laws that may impact the Project relicensing.
- Designated facilitator with demonstrated experience conducting meetings for a wide range of audience members from the general public, and regulators for the FERC relicensing process.
- Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.
- Proposers with regional presence and successful experience in Alaska, SEAPA, and with the Project, are strongly preferred, although it is not mandatory.

Section 4.0

Schedule of Events

4.1 Project Dates/Times. The following is a list of estimated dates/times with respect to this RFP:

RFP Release Date	May 9, 2025
Final Date for Proposer Inquiries/Clarifications (All inquiries/clarification requests must be submitted in writing to ContAdmin@seapahydro.org . Requests received after the stated deadline will not be answered.)	June 30, 2025 @ 4:00 pm AKDT
Proposals Due	July 10, 2025 @ 4:00 pm AKDT
Notice of Recommendation of Award	On or before August 1, 2025
Board Meeting Date for Award of Contract	August 19-20, 2025
Notice of Award	On or before August 29, 2025
Completion Date	The project schedule, and due dates for deliverables, will be developed during contract negotiations with the selected firm.

Section 5.0

Preparation of Proposal | Proposal Requirements

5.1 Preparation of Proposal

Respondents are required to examine this RFP, specifications, and all attachments and addendums, if any, pertaining to the services requested. Failure to do so will be at the Respondent's own risk. It is assumed that the Respondent has made full investigation to be fully informed of the extent and character of the services requested and of the requirements of the specifications. No warranty is made or implied as to the information contained in the RFP, specifications, or instructions. Respondents are responsible for implementation of all health and safety measures taken to complete the required services. SEAPA assumes no responsibility for the health and safety of Respondent, Respondent employees, or other associated personnel.

Each proposal must be submitted as required by these instructions and include the forms prescribed herein. Proposals shall be submitted complete, including all proposal forms and other documents, as required. Complete sets of proposal documents shall be used in preparing proposals; neither SEAPA nor the Owner's Representative assume any responsibility for error or misinterpretations resulting from the use of incomplete sets of proposal documents.

The successful Consultant shall be an independent consultant, not an employee or subsidiary of the Agency. Nothing in the contract documents shall create any contractual relationship between SEAPA and any of the Consultant's subconsultants, suppliers, or other persons or organizations, nor shall it create any obligation on the part of SEAPA to pay or see to the payment of any monies due any such subconsultant, supplier, or other person or organization except as may otherwise be required by regulatory requirements. SEAPA will not undertake to settle any differences between or among the consultant, subconsultants, suppliers, or other persons or organizations.

5.2 Proposal Requirements

In addition to the submittals requested in Section 3.0 (Scope of Work) in this RFP, the proposals must include the following:

- 5.2.1. *Cost Proposal.* Cost is an important factor but SEAPA recognizes the full scope of the project is impossible to know. Each Proposer must submit its Rate Schedule, keeping in mind that SEAPA is a public entity with limited resources. SEAPA will review whether the Proposer's rates are reasonable when compared with similar firms and services. Proposers shall submit their billing rates by person with their title, and the billing rates of their subconsultants, if they know who their subconsultants are at this time. Blended rates for anticipated steps in the process will be considered if provided but are not required.

The Proposer should also include:

- equipment rates, if applicable
- administrative services (e.g., copying, printing, computer/equipment use)
- Proposed provisional overhead and profit rates, materials, travel costs, equipment usage charges (rate and total cost).
- Discounts or other adjustments from your standard contract rates
- Explain how your firm bills travel, expenses, fees, and any other extraordinary items during the project

- Subconsultant markup percentage

SEAPA anticipates that the successful Consultant may present reasonable annual rate increases following 2026, approximating increases in the industry for this type of service. SEAPA may request additional information regarding Consultant's and/or its subconsultants rates and charges during contract negotiations.

5.2.2. *Proposer Experience Record and References Form.*

1. Provide a list of projects on the form (**Attachment 1** hereto) of projects involving new hydropower licenses from FERC and involving relicensing for at least eight (8) years in Alaska. Project experience in Alaska is preferred but is not mandatory. If no project experience in Alaska, provide a list of projects of similar magnitude, complexity, and focus that the prime consultant has performed in the last eight (8) years. List at least three (3) but no more than five (5) projects. Include a brief description of each project listed (not more than one [1] page per project). The descriptions should specify the services provided, contract amount, and any other pertinent information. In addition, the name, address, and phone number of the client's project manager must be provided as a reference. References will be used to verify the accuracy of information provided by the respondents and may lead to adjustment of the scoring of proposers. SEAPA reserves the right to not contact references or contact references other than those provided by a prospective consultant.
2. For each project, provide the name, title, telephone and email address(es) of an employee at your firm who is knowledgeable about the project and who may be contacted by SEAPA evaluators.

Owner reserves the right to reject any proposal if the evidence submitted by or investigation of such Proposer fails to satisfy Owner that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated for this project.

- 5.2.3. *List of Subconsultants.* Proposers must submit a list of all subconsultants known at the time of the response who will services on this project. The proposer may not subcontract greater than fifty percent (50%) of the project without prior written approval by SEAPA. If a Proposer intends to use a subconsultant, the Proposer must submit their list of subconsultants with their proposal who will be used on the Project on the *List of Subconsultants Form (Attachment 2)*. All subconsultants doing work on the Project are subject to SEAPA approval. Consultant must be responsible for all subconsultants' work and shall be SEAPA's primary point of contact for all subconsultants' work. Consultant must agree to pay subconsultant(s) for services rendered by the contract to be awarded. SEAPA has the right but not the obligation to pay subconsultant(s) from the contract funds.

- 5.2.4. *Relicensing Process Schedule.* Proposers must submit their proposed Relicensing Process Schedule showing the relicensing activity (e.g., initiation of relicensing process, NOI/PAD Filing, scoping, study plan development, conducting studies, filing of the license application, etc.) that includes the activity time frame and proposed deadline. The successful Consultant's project manager will proactively coordinate with SEAPA to negotiate a master Project Schedule for high-level coordination and detailed Project schedules for each major phase and study. This comprehensive schedule will provide a detailed (phase-by-phase) roadmap for the initial informal steps and the defined TLP steps to follow. Upon finalization this schedule will be submitted to SEAPA for review and approval before initiating work. The detailed Project Schedule should be updated as changes become necessary

throughout the relicensing process.

- 5.2.5 *Assumptions, Clarifications and Exceptions List Form.* The proposal submittal shall include any assumptions, clarifications, and exceptions made in the development of the proposal on the *Assumptions, Clarifications and Exceptions List Form (Attachment 3)*.
- 5.2.6. *Addendum Acknowledgment and Signature Page Form.* Proposer must complete and submit the attached *Addendum Acknowledgment and Signature Page Form (Attachment 4)*. Failure to acknowledge receipt of addendums may render the proposal non-responsive. If no addendums are issued, you may write "none" on the form.
- 5.2.7. *Capacity.* Proposers must submit with their proposal their company's capacity to complete the required work and to do so within the project schedule to be developed during contract negotiations with the selected firm.
- 5.2.8 *Additional Items or Information.* Submit additional items or information you judge to be pertinent or beneficial to the Agency in evaluating your proposal.
- 5.2.9 *Confidential Information.* Proposers must clearly identify all confidential information in their proposals. However, Proposers should take care to designate as confidential only those portions of their proposal that genuinely warrants confidential treatment. SEAPA discourages the practice of marking each and every page of a proposal as "confidential". SEAPA will make reasonable efforts to protect any such confidential information that is clearly marked as confidential; however, Proposers are advised that their proposal and any subsequent contracts may be subject to full public disclosure per the Agency's policies.
- 5.2.10 *Limitation on Pages Submitted.* There will be no limitation of the number of pages submitted with the proposal, however SEAPA is not interested in non-pertinent information, brochures, or standard website advertising down loads. The proposal will be evaluated on information submitted, non-pertinent information will be viewed as a deduction in proposal evaluation.
- 5.2.11 *Qualifications Submission.* Proposers must also submit with their proposal a Statement of Qualifications and include all items in Section 6.0, below (Qualifications Submission).

Section 6.0

Checklist for Qualifications Submission

6.1 Required Statement of Qualifications Items

Submitters must include the following mandatory checklist items (☐) as part of their Statement of Qualifications ("SOQ").

☐ **Letter of Interest**

The letter of interest may contain any information not shown elsewhere in the proposal.

☐ **Administrative Information**

Provide the following information relevant to your firm and for any subconsultant listed in your proposal:

1. Firm name and business address, telephone number, FAX number, e-mail address and website address, if any.
2. Year established, include former firm names and year established if applicable.

3. Type of ownership (sole proprietorship, partnership or corporation, limited liability company, etc.). List the state in which incorporated and parent company, if any.
4. The firm's organizational chart.
5. State(s) the firm is authorized to do business in and Business License Number for each.
6. Name, address, and telephone number of the Project Manager and the authorized negotiator(s) for the firm. The authorized negotiator would be the person who is empowered to make binding commitments for the prime consultant and its subconsultants.
7. List any active or pending litigation with owners, subconsultants and any other related entities and explain. List and briefly describe any and all legal actions for the past three (3) years in which respondent has been a debtor in bankruptcy, a defendant in a lawsuit for deficient performance under a contract or agreement; a respondent in an administrative action for deficient performance, or a defendant in a criminal action. **Failure to fully comply with this item will be grounds for elimination from the RFQ process.**
8. Has the firm/company ever failed to complete any work awarded to it or has it been removed from any project awarded to the firm? If so, explain.

☐ **Consultant Project Team**

Describe the proposed project team, including the organization of the team, and the responsibilities of each member. At a minimum, include the following:

1. Proposed staffing requirements and key individuals to be assigned to this project including the consultant's point of contact (include their phone number(s) & email address) in responsible charge of the project. List the title of the position, the name of the individual to be assigned, the extent of involvement of the assigned individual during each part of the project expressed as a percentage (100% = full time), and address the individual role and responsibilities of each member.
2. Discuss the experience and skills each team member would bring to the project. A resume may be submitted for each team member (limit resumes to 2 pages/person). At a minimum, the document must show each member's educational and work experience that indicates why they have the expertise to perform this review.
3. The proposer shall indicate if any proposed team member is currently doing work or has done prior work for SEAPA and/or is currently under contract with SEAPA.
4. Provide an organization chart for the project team, including the subconsultant's roles, if any.

☐ **Qualification Appendix Attachments**

Include copies of all applicable licenses for firm/team and key personnel.

Please do not place or ask to place in the appendix any additional information not explicitly required to be placed there.

Section 7.0

Modified Proposals

Any proposal may be modified provided such modification is received prior to the due date for submission

of proposals and submitted in the same manner as the original proposal. Provide a cover letter with the modified proposal, indicating it is a modified proposal and that the original proposal is being withdrawn.

Section 8.0 Addendums

Changes or amendments to this RFP made prior to proposal opening shall be issued in writing via addendum and posted on SEAPA's website at: <https://www.seapahydro.org/opportunities/bids-projects>. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP. Proposer is responsible for ensuring that the attached *Addendum Acknowledgment and Signature Page Form* reflects any addenda that may issue prior to the proposal due date regardless of when the proposal is submitted. SEAPA recommends Proposers consult with SEAPA prior to the proposal due date to assure that all addenda have been received. If any addenda issue and Proposer fails to acknowledge their receipt on the proposal form, the failure to acknowledge may render the proposal non-responsive.

Section 9.0 Insurance

9.2 Insurance that will be required under the Contract will include:

Required Insurance. The successful Consultant shall procure the following minimum insurance coverage and limits of liability:

Workers' Compensation <u>applicable to Alaska</u> (including Jones Act and United States Longshore and Harbor Workers Act coverage), Employer's Liability	Statutory Benefits with Employers: \$1,000,000 Bodily Injury by Accident \$1,000,000 Bodily Injury by Disease \$1,000,000 Bodily Injury Policy Limit
Commercial General Liability	Includes independent consultants, contractual liability, personal injury, broad-form property damage, products/completed operations, and associated defense costs for at least one (1) year after termination of the contract between the parties. Limits of at least \$1,000,000 per occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined; and \$2,000,000 aggregate and shall name SEAPA, its affiliates and subsidiaries, its directors, officers, employees, successors, and assigns as Additional Insureds.
Commercial Automobile Liability	(owned, hired and non-owned, leased) with a combined single limit of not less than \$1,000,000 for each occurrence
Professional Liability (Errors and Omissions)	Insurance appropriate to the Consultant's profession, with a limit of no less than \$1,000,000 per occurrence or claim; and \$1,000,000 in the aggregate

Employer's Liability, Commercial General Liability, and Commercial Automobile Liability insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

A. **Additional Insured Requirements.** Consultants and its lower tiered subconsultants shall endorse liability policies, including without limitation, Employer's Liability policy, to add the

Southeast Alaska Power Agency, its affiliates and subsidiaries, directors and officers, employees, successors and assigns, of 55 Don Finney Lane, Ketchikan, Alaska 99901, as "additional insured" with respect to liability arising out of (a) operations performed for SEAPA by Consultant, and (b) claims for bodily injury or death brought against SEAPA by Consultant's employees, or the employees of the Consultant's lower tiered subconsultants of any tier, however caused, related to the performance of operations under the Contract. Such insurance afforded to SEAPA as additional insureds under Consultant's and its lower-tiered subconsultant's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by SEAPA.

For Commercial General Liability and Commercial Automobile Liability coverages the following specific endorsements, or their equivalent, shall be used and a copy provided to SEAPA as evidence of coverage:

<i>Commercial General Liability:</i>	<i>ISO form 20 10 11 85</i>
<i>Commercial Auto Liability:</i>	<i>ISO form 35 99 01 07</i>

- B. **Certificate of Insurance.** The Consultant and all subconsultants shall provide Certificates of Insurance acceptable in form and content, or their insurance companies and/or agents, naming the Southeast Alaska Power Agency, 55 Don Finney Lane, Ketchikan, Alaska 99901, as Certificate Holder. Certificates of Insurance must be emailed to: ContAdmin@seapahydro.org.
- C. **Waiver of Subrogation.** Consultant's insurers and lower-tiered subconsultant's insurers shall waive their right of subrogation against SEAPA for workers compensation and liability coverages. If policies of insurance referred to in this Contract require an endorsement to provide for continued coverage where there is waiver of subrogation, the owner(s) of such policies will cause them to be so endorsed.
- D. **Commercial General Liability Insurance.** Commercial General Liability insurance required under this paragraph shall be provided using Insurance Services Office (ISO) Form CG 00 01 or equivalent on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

General Liability Insurance shall indemnify and contain an affirmative duty to defend the Consultant and SEAPA as an additional named insured, and all of their officers and employees, from and against any and all by reasons of liability imposed by law, including, but not limited to, Operations/Premises Liability, Independent Consultant's Protective Liability/Owners Protective Liability, Completed Operations and Products Liability, and, including explosion, collapse and underground damages and loss of use. Such Commercial General Liability Insurance shall be provided on a comprehensive bodily injury and property damage liability form satisfactory to SEAPA and shall name SEAPA as an additional insured and shall cover and include Consultant's contractual indemnity of SEAPA. The coverage shall not include an unfunded self-insured retention.

Such Commercial General Liability Insurance shall be maintained until final acceptance of all work by SEAPA and coverage for completed operations liability for at least two years thereafter.

- E. **Worker's Compensation and Employers' Liability.** Consultant and its subconsultants shall purchase and maintain Worker's Compensation Insurance with limits satisfactory to meet any statutory requirement and Employers Liability insurance with limits of not less than \$1,000,000 for any one injury. Coverage is to extend to Jones Act, United States Longshore and Harbor Workers Act and other maritime employers liability exposures. Such industrial accident, worker's compensation and employer's liability insurance shall be maintained in effect until final acceptance of Consultant's Work.

Failure to Maintain Worker's Compensation Insurance. Consultant acknowledges and agrees that in the event it fails to maintain proper workers' compensation insurance coverage, the State and SEAPA may pursue any remedies provided by AS 23.30.045, the Consultant may terminate the Contract without liability and/or take or pursue any other remedies otherwise provided by Contract or by law.

- F. **Automobile.** Automobile liability insurance using Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$1 million per accident for bodily injury and property damage combined single limit.
- G. **Consultant Errors and Omissions Insurance.** A policy of Errors and Omissions Liability Insurance appropriate to the consultant's profession must be provided by the successful Consultant and its subconsultants, if any. Coverage should be for a professional error, act, or omission arising out of the scope of services shown in the contract. The policy form may not exclude Bodily Injury or Property damage. The minimum limit of coverage shall be \$1,000,000 per Claim/Aggregate.
- H. **Cancellation of Insurance.** Consultant and its lower-tiered subconsultants shall not cause any insurance policy to be cancelled or permit any policy to lapse or reduce the amount of such insurance during the period of the Contract. All insurance policies shall include a provision to the effect that the insurance policy shall not be subject to cancellation, lapse or to a reduction in the amount of insurance until written notice has been first delivered to SEAPA by the insuring company stating the date that such cancellation, lapse or reduction shall be effective, which date shall not be less than thirty days after the delivery of such notice to SEAPA.

When a renewal of a policy is approaching, Consultant and its lower-tiered subconsultants shall deposit evidence of renewal before expiration of the term of the policy. The Certificates of Insurance shall provide that the broker will endeavor to give written notice of cancellation of the above-required insurance policies to the certificate holder thirty (30) days prior to cancellation.

- I. **Verification.** Certificates of Insurance, as evidence of the insurance required by this Contract and any required additional insured endorsements, shall be furnished by Consultant to SEAPA before any access to the Property or construction is commenced by Consultant, its agents, or subconsultants.

SEAPA shall have the right to require Consultant to provide verification, including the right to inspect Consultant's records at reasonable times, to confirm the insurance called for herein is in force. If the Consultant fails to provide verification of full coverage of all the insurance required by the Contract Documents, at all times, SEAPA may, without liability, direct the Consultant to cease any further operations, and remove all personnel and equipment from the Project site until all such insurance is verified as being in full force and

effect, or may without liability, deem such failure to verify full coverage as a material breach and default and terminate the Contract without liability.

- J. **Lower-Tiered Subconsultants** (if applicable). To the extent each of Consultant's lower tiered subconsultants has insurance coverage applicable to the Project, the lower-tiered subconsultants shall name SEAPA as an additional insured.
- K. **Failure to Maintain Required Insurance.** Consultant acknowledges and agrees that in the event it fails to maintain insurance as required by this Contract, SEAPA may terminate the Contract without liability or cost and/or take or pursue any other remedies otherwise provided by Contract or law.
- L. **Consultant's Acknowledgement.** Consultant acknowledges that it is not an employee of SEAPA and that neither the Consultant, nor any of its employees, has any rights in or under any health, liability or disability or other insurance policies maintained by SEAPA, nor to any overtime, vacation holiday, sick leave, seniority or other benefits. Consultant further acknowledges that neither it, nor any of its employees, has any right to claim unemployment compensation, worker's compensation or disability compensation pursuant to this Contract, or as a result of Consultant's relationship with SEAPA.
- M. **Primary Insurance.** Insurance policies maintained by Consultant shall be primary. Policies maintained by SEAPA shall be excess and noncontributory to policies maintained by Consultant.
- N. **Insurer Integrity.** Consultant shall purchase insurance coverage from insurers acceptable to SEAPA rated no less than A- (VII) by A.M. Best's insurance rating service.

Section 10.0

Payment Terms/Schedule

SEAPA's payment terms are Net 30 upon approval of payment requests by SEAPA. The successful Consultant shall submit payment requests to SEAPA upon acceptance of each deliverable in accordance with a schedule to be negotiated with the successful proposer. Payment requests by the successful consultant must be submitted to Owner by e-mail in electronic format (Adobe or Word) to accounting@seapahydro.org.

Section 11.0

Terms of Proposal and Awarded Contract

11.1 Price Validity Upon Submission of Proposal

Submission of a proposal signifies that the quoted services and prices are valid for one hundred twenty (120) days following the proposal due date.

Section 12.0

Acceptance of Proposal Contents

The contents of this RFP will become contractual obligations if a contract ensues, unless the parties agree otherwise in writing.

Section 13.0

Evaluation Criteria

Proposals timely received by SEAPA will be carefully reviewed and a shortlist may be created. Selection will be made primarily based on the following criteria:

Item	Scoring Criteria	Points
1	Cost	30
2	Project Approach	30
3	Relevant experience of the firm (and subconsultants used, if any) in performance of similar projects. Includes references.	40
Total		100

Evaluations will be considered for each of the criteria items above based on information provided in the proposal. The following should be taken into consideration for how the Agency will evaluate each scoring item:

Cost: 30 Points

Price will be evaluated with consideration to each item in the Cost Table. The Agency will make comparisons and grade each proposed cost table item based on other proposals and by way of an Internal Agency Estimate (IAE).

Project Approach: 30 Points

Points for this criterion will be awarded based on the Proposer's technical approaches to Subjects 1 through 9 in Section 3.0 (Statement of Work) of the RFP.

Relevant Experience of the Firm: 40 Points

Points for this criterion will be awarded based on the qualifications, experience, and demonstrated ability of the consultant and their project personnel. Responses should have identified each key individual, and their experience with a list of similar projects.

Section 14.0

Award of Contract/Appeals Process

14.1 Appeals

14.1.1. **Appeals Process.** Unless Owner elects to reject all proposals, Proposers shall be given a notice of recommendation of award of the proposal.

Any Proposer which has any objection to the recommended award of proposal and which claims to be the lowest responsible Proposer may file a written notification of appeal with SEAPA's CEO. The notification of appeal shall specifically state all of the reasons for the appeal, the specific action requested by the Proposer, the specific parts of the proposal or proposal documents on which the appeal is based, the reasons the Proposer claims to be the lowest responsible Proposer, and all statements, documents, and other relevant materials which the Proposer will submit in support of its appeal. The notification of appeal shall be received by SEAPA within five (5) calendar days from the date the notice of intent to award was delivered to the Proposer which filed the notification of appeal. It is the Proposer's responsibility to assure that SEAPA has received Proposer's appeal. In no event, however, shall a Proposer have less than two (2) weekdays from the time the Proposer receives the notice of intent to award until the time it is required to have filed a notification of appeal.

- 14.1.2. Response to Appeal. The Board shall hear any appeal, and responses or information from other Proposers. The Board shall issue a final determination as to such an appeal within sixty (60) business days of receipt of such appeal. The Board may then, without further opportunity for appeal, award the contract to the Proposer.
- 14.1.3. Failure to Follow Appeal Procedure. A Proposer which objects to the notice of intent to award a proposal, but which fails to timely and completely file a notification of appeal with SEAPA under the terms hereunder shall have no right to appeal or contest the award of proposal, and shall have no claim or cause of action relating to the proposal process, the proposal documents and specifications, the proposals themselves, or the award. A Proposer which has submitted the proposal recommended for award but which does not respond to a notification of appeal by either submitting a written response to each of the reasons for appeal, or by presenting such response when the appeal is heard, shall have no right to appeal or contest the results of an appeal ruling, and shall have no claim or cause of action relating to the proposal process, the proposal documents and specifications, the proposals themselves or the award. The Board may, in its discretion, consider any objection whether or not a complete and timely notification of appeal or response has been filed or presented but any such consideration shall be final and not subject to appeal, contest, claim or cause of action.
- 14.1.4. General. Owner's staff will present their recommendation of award to SEAPA's Board of Directors at its Regular Board Meeting currently scheduled for **August 19-20, 2025**. The Board of Directors will determine whether the contract will be awarded to the recommended proposer. In the event the selected proposer is unable or unwilling to alter the scope or budget or key personnel proposed or any other aspect of the proposal necessary to meet the Owner's requirements or is not agreeable to the terms and conditions of the Owner's contract for services, negotiations will then be initiated with the next ranked proposer. Proposers are advised that the project may not be awarded to the lowest-price Proposer.
- 14.1.5. Notice of Award. SEAPA will issue a Notice of Award to the successful Proposer following the Board Meeting.
- 14.1.6. Return of Documents. Following contract negotiations and conformance, the successful Proposer shall execute the Contract and submit the Contract and appropriate Certificate of Insurance to Owner within a time period to be specified by Owner. A final fully executed Contract will be returned to the successful Proposer.
- 14.1.7. Notice to Proceed. After contract conformance has been successfully completed, a Notice to Proceed shall issue and Consultant shall proceed with the Work.

Section 15.0

Requirements of Laws, Regulations, Licenses, Permits, and Taxes

It is the Proposer's responsibility to be familiar with all Federal, State, Borough and City laws, ordinances, statutes, and regulations, which in any manner may affect the work, and they will be deemed to be included in the proposal documents the same as though herein written out in full. The Proposer shall not be excused in the performance of the work or any part thereof because of the Proposer's misunderstanding or lack of familiarity with such laws.

All required Federal, State, and local sales and use taxes shall be paid by the Proposer as required by the laws and statutes of the State and of any of its political subdivisions and shall be included in the prices quoted in the proposal.

The successful Proposer shall, at no cost to SEAPA, procure all necessary licenses, permits, applications, variances, approvals and other documents needed to conduct the work under this contract. Additionally,

the successful consultant shall ensure that all subconsultants procure all necessary licenses and permits needed to conduct their respective jobs under the Project contract.

Section 16.0

Reservation of Rights

The Agency reserves the right to accept other than the apparent lowest-priced proposal, and to reject any proposal in whole or in part, or to reject all proposals, with or without notice or reasons, waive any formalities, and if no proposal is accepted, to abandon the work or to have the work performed in such other manner as the Agency may elect. SEAPA also reserves the right to terminate this RFP and issue a subsequent solicitation and/or remedy technical errors in the RFP process. This RFP does not commit SEAPA to enter into any contract, award any services related to this RFP, nor does the RFP obligate SEAPA to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, respondent will be required to comply with the requirements established herein, unless otherwise agreed to in writing by SEAPA and respondent. The successful respondent must be able to formally invoice SEAPA for services rendered.

Section 17.0

Bid Bond | Performance Bond | Payment Bond

None required.

Section 18.0

Proposer Inquiries

Respondents may submit questions in writing, via email, concerning this RFP until **June 30, 2025 at 4:00 P.M. AKDT** to ContAdmin@seapahydro.org. Questions received after the stated deadline will not be answered.

Section 19.0

English Language Requirements

The English language must be used in all information submitted with the proposal, as well as in all subsequent correspondence and submittals by the successful Proposer.

Section 20.0

Exhibits and Attachments to this RFP

Exhibit(s):

- A. *Preliminary List of SEAPA Stakeholders*

Attachments:

1. Proposer Experience Record and References Form
2. List of Subconsultants Form
3. Assumptions, Clarifications & Exceptions Form
4. Addendum Acknowledgment and Signature Page Form