



SOUTHEAST ALASKA POWER AGENCY

REQUEST FOR PROPOSALS

SEAPA 2026 Cleveland Swan-Tyee Intertie Brushing Project



January 30, 2026

55 Don Finney Lane, Ketchikan, Alaska 99901 | P 907.228.2281 | F 907.225.2287 | www.seapahydro.org

Solicitation

The Southeast Alaska Power Agency (SEAPA) is seeking proposals from qualified firms to provide material, equipment, machinery, tools, labor, transportation, and other means to clear, trim, and cut 70.92 acres of trees and brush that can grow to a height that would compromise SEAPA's Transmission Line located on the Cleveland Peninsula in the Bradfield Canal near Wrangell in central Southeast Alaska. Access to the transmission line is by helicopter. Bids are due March 5, 2026 at 4:00 p.m. AKST.

GENERAL PROJECT INFORMATION

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

For the purposes of this solicitation, the Southeast Alaska Power Agency may be referred to interchangeably as Owner, SEAPA, or Agency and the terms bidder, consultant, contractor, offerer, proposer, respondent, 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. The bidder is responsible for all costs and expenses of bid preparation. Bidders are advised that their bid may be subject to full public disclosure.

Submission of Proposals:

Bidders shall deliver their bid and are responsible for assuring receipt of their bid by Owner prior to the deadline for submittals no later than:

March 5, 2026 at 4:00 p.m. Alaska Standard Time (AKST)

This Request for Proposals includes the Appendices and Attachments referenced herein, which may be downloaded from SEAPA's website at: 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. Submittals shall be emailed to: ContAdmin@seapahydro.org

The e-mail subject field shall be marked with the following project name: "2026 Cleveland STI Brushing Project". SEAPA will not accept faxed or hard copies of bids.

CONFIRMATION OF RECEIPT BY OWNER OF BIDDER'S ELECTRONIC SUBMITTALS ARE THE RESPONSIBILITY OF THE RESPONDENT.

INTRODUCTION:

The Southeast Alaska Power Agency ('SEAPA' or 'Agency') 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, the City and Borough of Wrangell, and the Petersburg Borough. SEAPA's member utilities (Ketchikan, Wrangell, and Petersburg) provide electric utility services to their respective service areas utilizing power generated by components of the Agency facilities and purchased from the Agency under a Power Sales Agreement. The Agency's headquarters are in Ketchikan, Alaska.

The Agency facilities are principally comprised of the Swan Lake and Tyee Lake hydroelectric projects in southern southeast Alaska and approximately 175 miles of transmission lines spanning from Ketchikan to Petersburg. Power and energy from the Agency's hydroelectric projects are dedicated to Ketchikan, Wrangell, and Petersburg pursuant to conditions in the Power Sales Agreement.

In 2009, the Agency completed the Swan–Tyee Intertie Project which connected the Swan Lake and Tyee Lake hydroelectric projects. With the completion of that 57-mile segment, Ketchikan, Wrangell, and Petersburg became interconnected for the first time.

Site Information

Sites that may be referenced in this RFP are in Southeast Alaska. The locations and accessibility options for each site are listed below:

Site	Location	Accessible Via
SEAPA Office	Ketchikan	Commercial Airlines Alaska Marine Highway Ferry
Swan Lake Hydroelectric Facility (SWL)	Remote	Charter Fixed-Wing Aircraft / Helicopter / Vessel
Tyee Lake Hydroelectric Facility (TYL)	Remote	Charter Aircraft / Helicopter / Vessel subject to tidal access

The site of the Tyee Lake Hydroelectric facility is isolated, and is the closest facility to the area to be brushed. It has guest quarters where contractor personnel may stay during the Cleveland Peninsula work. The quarters consist of two bunkhouses with a restroom and shower and will house 5 persons each. The cook shack has a full kitchen with two refrigerators. These facilities are not maintained by plant personnel and vendor personnel are expected to follow site policy for cleaning, laundry, cooking, etc. The guest quarters may also be shared with other personnel who are on site for other work that may be occurring in parallel. A vehicle may be provided upon request to the contractor for travel while at the Tyee site. All first-time contractors visiting Tyee are required to attend a tailboard meeting which covers bear safety.

There are no restaurant accommodations at the job sites. Contractors must purchase their food in advance and arrange for delivery to the Tyee site. In Wrangell there are two grocery stores, City Market (907.874.3333) and Wrangell IGA (907.874.2341). Both are typically open from 8 a.m. to 7 p.m. Monday-Saturday and 10 a.m. to 6 p.m. on Sunday. They generally accept phone-in grocery lists with boxed pick-up or delivery to Sunrise Aviation for transport to Tyee Lake.

The successful contractor will be responsible for all travel accommodations to and from the Tyee Lake facility. This includes personnel, materials, equipment, tooling, and any other items required to meet the intended tasks and goals of the project. A region map is on the following page:

Project Background

The section of transmission line that requires brushing is located on the Cleveland Peninsula in Bradfield Canal, which is approximately 40 miles east of Wrangell in central Southeast Alaska. The Cleveland Peninsula area to be brushed is only accessible by helicopter. The last time the area was cleared was approximately 20 years ago.

Scope of Work

The respondent's bid must include the necessary labor and other associated costs and services to develop the following scope and deliverables:

1. To clear, trim, and cut trees and brush under the transmission line and along the right-of-way that can grow to a height that would compromise the transmission line. The Project Area is depicted in the Google maps below:



Span Nos. 196 to 219 Cleveland Peninsula (Eagle Lake Area)

2. **Bidders are strongly encouraged to visually inspect the transmission line and surrounding areas prior to submitting a bid on this project at their own cost. Areas to be cleared include overgrown paths and roads that cross the ROW corridor, paths to and in between tower structures, and to and around helipads. Agency bases the acreage to be brushed on a two-dimensional scale (2-D Scale) and will not compensate Contractor on a three-dimensional scale (3-D Scale) basis for the acreage to be brushed. The right-of-way table governs the acreage. Areas to be cleared also include providing a temporary helicopter landing site to access an area to be cleared. Bidder must account for any difficult, unanticipated terrain in the bid prices submitted in their bid. Difficult, unanticipated terrain includes but is not limited to paths to and in between tower structures, paths to helipads, and around and over the helipad if the helipad is located in an area to be brushed. Bidder is expected to clear difficult, unanticipated terrain.**
3. The right-of-way areas to be cut are specified in the table below on page 8 of this RFP.
4. Where terrain allows, all trees taller than five (5') feet must be cut.
5. All species of trees or brush that can grow into the transmission line shall be cut. Examples: Alder, all Evergreens, Mountain Ash, etc.
6. All trees over six inches (6") in diameter that are cut shall be limbed, topped, and shall fall where they may inside the right-of-way, unless other provisions are made with SEAPA.
7. Brush, limbs, and tops ("debris") shall be allowed to fall as they may inside the right-of-way, however, no debris may fall in creeks or streams, trails, paths, roadways, and the like, and shall not interfere with or obstruct drainage facilities without express permission in writing from SEAPA.
8. Where terrain allows, all stumps shall be cut horizontally level and as close to the ground as possible. Stumps shall in no case be over twelve inches (12") high.
9. Often, danger trees and hazard trees are synonymous terms referring to trees that have the potential to cause death, injury or property damage if they fail. For SEAPA's purposes, the following definitions apply:

Danger Trees. A danger tree is any tree on or off the right-of-way that could contact electric supply lines. The designation of "Danger Tree" shall only apply to any tree or vegetation that holds a strong likelihood of becoming energized or of causing damage to Agency assets when fallen.

Danger trees that are an obvious threat to the continued operation of the transmission line shall NOT be removed without an outage. If a danger tree is encountered in any areas required to be brushed, the Contractor shall flag the tree and notify SEAPA of its location for later removal under a scheduled outage.

Hazard Trees. Hazard trees are a subset of danger trees. A "Hazard Tree" is a structurally unsound tree that could strike electric supply lines when it fails. A hazard tree typically has a structural defect that makes it likely to fail in whole or in part.

Award of this contract is based upon the assumption that the successful Contractor has the knowledge, skills, and manpower required to identify both Danger and Hazard Trees and safely address them and all vegetation within the contract area. It is SEAPA's intent that the price for any Danger and Hazard Trees will be negotiated with the successful contractor.

Flagging Danger and Hazard Trees and providing notification of the location to Owner in writing is all that is required by the Contractor. Danger and Hazard Tree removal becomes the Owner's responsibility; however, Owner reserves the right to negotiate the pricing for removal with the successful Contractor to allow for removal options. Danger and Hazard Trees must be mutually agreed to be Dangerous or Hazardous by both the Owner and the successful Contractor.

10. When clearing around tower structures, a minimum of fifty feet (50') or the distance to the farthest guy wire, whichever is greater, shall be cleared of all brush.
11. Many areas to be cleared may not have walkable paths in between the tower structures, and in some areas helicopters may not be able to land in the area to be brushed because brush around the helipads is overgrown. In those cases, Contractor must walk in to the area and clear around the helipad, and also make walkable paths within the ROW to access the tower areas to be cleared, being careful not to let debris hinder mobility in the path.
12. Some areas to be cleared are not accessible by public road. Any access that is used by the Contractor other than the easement shall be solely negotiated between the Contractor and the property owner.
13. The **Transmission Line will be energized** except for scheduled outages when cutting trees closer than 10 feet of the transmission line, for the entire duration of this project. Outages must be scheduled 48 hours in advance. **The Contractor shall exercise extreme care while working around and under the energized transmission line**. Contractor must comply with Occupational and Safety Health Organization (OSHA) standards, which include standards under Section 1910.266 for working under overhead electric lines.
14. **A standing Hot Line Clearance will be in place at all times when working under energized lines**. Contractor is responsible for calling in to Tyee Control in the morning prior to going into the field and providing tower locations of work and the number of crew that will be brushing in these locations. Contractor is also responsible for calling in to Tyee Control in the afternoon and verifying that its crew is clear of the line.
15. Contractor shall ensure that all brushing work performed on National Forest System lands meets all applicable federal laws, regulations, and orders. In the event camping is permitted in an area to be brushed, the most currently authorized U.S. Forest Service Camping Plan is attached as **Appendix B** and incorporated herein by reference. The Camping Plan may be updated from time to time as required by the U.S. Forest Service, and must be complied with by Contractor and its laborers while performing work on National Forest System lands. In the event the U.S. Forest Service provides future updates or requirements to their Operations Plan with the Agency, the information will be provided to Contractor.
16. Contractor must make every effort to coordinate required line outage work with annually scheduled outage work.

[Remainder of page intentionally left blank.]

Right-of-Way Table of Areas to be Cut

Cleveland Area – Transmission Line Right-of-Way

Item	Location (Structures or Spans)	Est Length parallel to Swan-Bailey Transmission Line (in feet)	Est Width perpendicular to line	Est Area square feet	Est Acre to be cleared (SF ÷ 43,560)
1	196-197	940	140	131,600	3.02
2	197-198	1295	140	181,300	4.16
3	198-199	1256	200	251,200	5.77
4	199-200	667	200	133,400	3.06
5	200-201	1164	200	232,800	5.34
6	201.5-202	718	200	143,600	3.30
7	202-203	951	200	190,200	4.37
8	203-204	877	200	175,400	4.03
9	204-205	1329	200	265,800	6.10
10	205-206	932	200	186,400	4.28
11	206-207	897	200	179,400	4.12
12	207-208	1342	140	187,880	4.31
13	211-212	751	200	150,200	3.45
14	212.5-213	815	225	183,375	4.21
15	216-217	1293	160	206,880	4.75
16	217-218	1086	160	173,760	3.99
17	218-219	723	160	115,680	2.66
Total Acreage to be cleared:					70.92

(*Inclusion of decimal point indicates fraction of span and is highlighted in yellow)

Plan and Profile Drawings

1. Plan and Profile Drawings attached as **Appendix A** and incorporated herein by reference are identified as follows:

Span/Structures	SEAPA Drawing Nos.
196-201	T02-A-55-0138 ¹ & 0139
201-207	T02-A-55-0140
207-212	T02-A-55-0141
212-216	T02-A-55-0142
216-219	T02-A-55-0143

Inquiries and Clarifications

Interested bidders in past brushing projects submitted inquiries that are also pertinent to this RFP and are stated below for Bidder's information:

¹ Drawing T02-A-55-0138 includes a portion of Span/Structure #196

	Inquiry	SEAPA Response
1.	If the general contractor does not have a vehicle or boat and hires a subcontractor with a vehicle and/or boat to provide support, is the general contractor required to carry commercial vehicle insurance and watercraft insurance or will appropriate policies, approved by SEAPA, carried only by the subcontractor be appropriate?	Yes, the subcontractor's insurance will be appropriate if it names the Southeast Alaska Power Agency (SEAPA), 55 Don Finney Lane, Ketchikan, Alaska 99901 as certificate holder and additional insured, and waives subrogation against SEAPA, its directors, officers, employees, and agents. Contractor must provide SEAPA with subcontractor's policy endorsements evidencing such additional insured and waiver of subrogation status.
2.	Is work crew camping on the Cleveland ROWs allowed?	Yes, subject to SEAPA's Camping Plan, attached as Appendix B , and incorporated herein by reference
3.	What are hazmat storage guidelines on Cleveland?	Large drums of fuel or oil must be stored in overpack containers, and a supply of absorbent pads must be kept on hand appropriate to the amount of fuel or oil being stored.
4.	How close to the powerline can helicopter longline missions be carried out?	The contractor should maintain a minimum of 100 feet of clearance between energized overhead conductors, and any helicopter line haul work done in the proximity of energized lines, should use a synthetic non-conductive load line.
5.	Can a sole proprietor LLC work without Workers Comp insurance on the owner? Example: all employees of the sole proprietor LLC are appropriately covered by workers comp, but the owner is not, and the owner is a working employee on the project. Owner is willing to provide a waiver of liability.	Regardless of whether a sole proprietor LLC can legally work without workers compensation coverage for the owner, SEAPA will require full Workers Compensation to include the owner of the LLC and its employee(s). Bidders may include the additional cost in their bid document and SEAPA will consider those costs in SEAPA's evaluation of the bids. SEAPA reserves the right to negotiate the final contract terms with the successful bidder.
6.	When was this ROW last cleared?	The last clearing was approximately 20 years ago.
7.	In the previous clearing cycle, was the ROW cleared to the same widths as required for this project? Does that include the towers and farthest guy wires?	In that clearing cycle, the full width was taken as required by contract, which included towers and guy wires.
8.	Are there currently walkable paths between tower structures? When is the last time the paths were cleared?	There are no maintained trails between structures.

9.	Where are the helipads located on the project?	There are helipads along this ROW but some access is by way of unimproved landing sites at various locations.
10.	Are there any migratory bird considerations on the project?	No.
11.	Please identify the property owners along the clearing areas that are not accessible by public road.	U.S. Forest Service.
12.	Are digital or electronically created signatures accepted in place of scanned copies of original signatures?	Yes.
13.	What is the budget for this project?	Budget numbers are not disclosed.
14.	Is there clearing work at the camp that could be done on weather days?	No.

Schedule of Events

The following is a list of projected dates/times with respect to this RFP:

RFP Release Date	January 30, 2026
Bidder Pre-Registration	N/A
Pre-bid Conference Call	N/A
Deadline for Bidder Inquiries/Clarifications	February 26, 2026
Proposals Due	March 5, 2026 at 4:00 p.m. AKST
Notice of Recommendation of Award	On or before March 10, 2026
Board Meeting Date for Award of Contract	March 26, 2026
Notice of Award	On or before April 3, 2026
Contract Conformance Period	April 3-13, 2026
Project Completion Date	August 31, 2026

Preparation of Bid | Bid Requirements

Before submitting a bid, each bidder must examine the bid documents thoroughly and become familiar with any weather and shipping conditions that may, in any manner, affect cost and/or delivery. Failure to do so will not relieve the successful bidder of the obligation to complete the contemplated work. Each bid must be submitted as required by these instructions and include the forms prescribed herein. Bids shall be submitted complete, including all bid forms and other documents as required. Complete sets of bidding documents shall be used in preparing bids; neither SEAPA nor the Owner's Representative assume any responsibility for error or misinterpretations resulting from the use of incomplete sets of bidding documents.

The selected firm shall be an independent contractor, not an employee or subsidiary of the Agency. The bid proposal must include the following items

1. *Contractor's Bid and Addendum Acknowledgment Form.* Bidders shall complete the *Contractor's Bid and Addendum Acknowledgment Form (Attachment 1* hereto), which shall set forth a statement of intent by the bidder to perform the work required by the Bid Documents for unit prices in U.S. Dollars indicated on the Bid Form. Bidders shall break down the costs of the work into the Bid Units indicated on the form. Note: Davis-Bacon Wage Rates do not apply to this Contract.

Also on the form, provide acknowledgment of addenda, if any issue, and identify the company name, address, and contact information.

2. *Bidder Experience Record Form.* Bidders must submit descriptions of at least four (4) previously completed projects similar in scope, as indicated for this Project, with a record of successful in-service performance on the attached *Bidder Experience Record Form (Attachment 2 hereto)*. The experience should include evidence of experience working on projects that are remotely located and required intense logistical consideration. Attach additional sheets as necessary for further explanations and describe relevant experience and unique qualifications of your company to accomplish the work.
3. *List of Subcontractors Form.* Bidders must submit a list of subcontractors who will be used on the Project on the *List of Subcontractors Form (Attachment 3 hereto)*. All subcontractors doing work on the Project are subject to SEAPA approval and insurance requirements. **Note: Helicopter companies, vessel charters, etc. used for transportation to perform the work for this project will be considered a Subcontractor and must be listed on the form.**
4. *Non-Collusion Affidavit.* Bidders must submit a signed and notarized *Non-Collusion Affidavit (Attachment 4 hereto)*.
5. *Bidder's Proposed Schedule.* Bidders must submit a *Bidder's Proposed Schedule (Attachment 5 hereto)* by calculating the start and finish dates for the project, and describe their capacity to respond to the required work in a timely and efficient manner. Additional pages may be attached to the form if necessary.
6. *General Information Form.* Bidders must complete and submit the attached *General Information Form (Attachment 6 hereto)*.
7. *Contractor's General Questionnaire Form.* Bidders must complete and submit the attached *Contractor's General Questionnaire Form (Attachment 7 hereto)*.
8. *Signature Page Form.* Bidders must complete and submit the *RFP Signature Page Form (Attachment 8 hereto)*.
9. *Alcohol and Drug Free Work Place Acknowledgment of Policy.* Bidders must submit acknowledgment that they have an alcohol and drug abuse policy. A typical *Alcohol and Drug Free Workplace Acknowledgment of Policy Form* is attached as **(Attachment 9 hereto)**. No use or possession of alcohol or non-prescription drugs are permitted on the project site.
10. *Assumptions, Clarifications and Exceptions List.* The proposal submittal shall include any assumptions, clarifications, and exceptions made in the development of the proposal. A form for Bidder's list of assumptions, clarifications and exceptions is attached as **Attachment 10** hereto, and must accompany the Bidder's submittals.
11. *State of Alaska Licenses.* Bidder, and their subcontractors, if any, and if applicable, shall submit evidence of their valid State of Alaska licenses with their proposal.
12. *Safety Program/Record.*

Contractors shall adhere to and maintain compliance with OSHA safety requirements, including, but not limited to: OSHA Injury and Illness Prevention Program, Crew Safety Training, Personal Protective Equipment, and Safety Tailgate Meetings.

Bidders must submit with their bids a description of their active, ongoing safety accountability program, which shall list any site areas of concern and how you will approach these areas of concern. Bidders must include their Experience Mod Rate (EMR) for the last five (5) years. Add a description of leading and lagging indicators and include recordable lost time incident records for the last five years (OSHA 300A Logs). Reference any Safety Award(s) or documentation of being recognized for any Safety Program. Bidders are responsible for their subcontractor's safety programs.

Provide the name, title, and contact information (address, phone number(s), and email address for bidder's Safety Representative that will be responsible for safety during the entire project.

13. *Additional Items or Information.* Submit additional items or information you judge to be pertinent or beneficial to the Agency in evaluating your proposal.

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.

Addendums

Changes or amendments to this RFP made prior to bid opening shall be issued in writing and posted on SEAPA's website at. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP. Bidder is responsible for ensuring that the attached *Contractor's Bid and Addendum Acknowledgment Form* reflects any addenda that may issue prior to the bid due date regardless of when the bid is submitted. SEAPA recommends Bidders consult with SEAPA prior to the bid due date to assure that all addenda have been received. If any addenda issue and Bidder fails to acknowledge their receipt on the bid form, the failure to acknowledge may render the bid non-responsive.

Contract Type

This contract will be a unit price contract under which the successful contractor will be paid for the actual quantity of each line item performed and shall include all mobilization, demobilization, transportation, lodging, meals, and other amenities, labor, materials, equipment, supplies, overhead, and profit, etc. to perform the work in accordance with the contract documents, within the schedule set forth therein, and at the unit prices submitted by the successful contractor. These prices shall cover all expenses incurred in performing the work required under the contract documents of which this RFP will be a part. Note: Davis-Bacon wage rates are not applicable to this contract.

Evaluation Criteria

Proposals timely received by SEAPA will be carefully reviewed. Selection will be made primarily based on the following criteria:

	Evaluation Criteria	Points
1.	Experience with Alaska generally and Southeast Alaska in particular in safely carrying out similar projects.	20
2.	Safety Program/Record.	20
3.	Schedule and capacity to respond to the required work in a timely and efficient manner.	20
4.	Competitive pricing.	25
5.	Completeness and quality of bid proposal documents.	15
Total		100

The Agency reserves the right to accept other than the apparent lowest-priced bid and to reject any bid in whole or in part, or to reject all bids, with or without notice or reasons, waive any informalities, and if no bid 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.

Terms of Bid and Awarded Contract

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

Term of Awarded Contract. Following contract conformance, a fully executed contract between Agency and the successful contractor signifies that the quoted services and prices submitted by the successful contractor are valid for one (1) year from the effective date of the contract.

Insurance

See, Insurance Requirements (**Attachment 11** hereto).

Bid Bond | Performance Bond | Payment Bond

None required.

Contractor's Licensing Laws

All bidders and contractors shall be licensed at the time of submitting a bid in accordance with the laws of the State of Alaska and any bidder or contractor not so licensed is subject to the penalties imposed by such laws and the bid proposal of such bidders may be rejected.

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

It is the bidder'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 bid documents the same as though herein written out in full. The bidder shall not be excused in the performance of the work or any part thereof because of the bidder's misunderstanding or lack of familiarity with such laws.

All required Federal, State, and local sales and use taxes shall be paid by the bidder 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 bid.

The successful bidder 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 contractor shall ensure that all subcontractors procure all necessary licenses and permits needed to conduct their respective jobs under the Project contract.

Reservation of Rights

The Agency reserves the right to accept other than the apparent lowest-priced bid, and to reject any bid in whole or in part, or to reject all bids, with or without notice or reasons, waive any informalities, and if no bid 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.

Expected Billing Procedure

The schedule of values established on the *Contractor's Bid and Addendum Acknowledgment Form* shall serve as the basis for progress payments and will be incorporated by the successful Bidder into a form of Application for Payment acceptable to SEAPA. Progress payments on account of Unit Price work will be based on the Units of the work completed. The successful Bidder must be able to formally invoice SEAPA for services rendered.

Appeals

Appeals Process. Unless Owner elects to reject all bids, Bidders shall be given a notice of recommendation of award of the bid.

Any Bidder which has any objection to the recommended award of bid, and which claims to be the lowest responsible Bidder, 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 Bidder, the specific parts of the bid or bid documents on which the appeal is based, the reasons the Bidder claims to be the lowest responsible Bidder, and all statements, documents, and other relevant materials which the Bidder 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 Bidder which filed the notification of appeal. It is the Bidder's responsibility to assure that SEAPA has received Bidder's appeal. In no event, however, shall a Bidder have less than two (2) weekdays from the time the Bidder receives the notice of intent to award until the time it is required to have filed a notification of appeal.

Response to Appeal. The Board shall hear any appeal, and responses or information from other Bidders. 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 Bidder.

Failure to Follow Appeal Procedure. A Bidder which objects to the notice of intent to award a bid, 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 bid and shall have no claim or cause of action relating to the bid process, the bid documents and specifications, the bids themselves, or the award. A Bidder

which has submitted the bid 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 bid process, the bid documents and specifications, the bids 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.

General. Owner's staff will present their recommendation of award to SEAPA's Board of Directors at a Regular Board Meeting scheduled for **March 26, 2026**. 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 Bidder.

Notice of Award. SEAPA will issue a Notice of Award to the successful Bidder following the Board Meeting.

Return of Documents. Following contract negotiations, the successful Bidder shall execute the Contract and return it to Owner within the time period to be specified in the Notice of Award. A final fully executed Contract will be returned to the successful Bidder.

Notice to Proceed. After contract conformance has been successfully completed, a Notice to Proceed shall issue and Contractor shall proceed with the Work.

Restrictions on Communication | Responses to General/Technical Questions

Each respondent is prohibited from communicating regarding this RFP with SEAPA Board Members for a period beginning with the release of the RFP, until a contract has been approved by Board action, and awarded. These restrictions extend to phone calls, emails, and any other contact that result in the discussion of the RFP and/or proposal submitted by respondent. Violation of this provision by respondent and/or its agent may lead to disqualification of respondent's proposal from consideration.

Inquiries and clarifications concerning this RFP must be submitted in writing by email to ContAdmin@seapahydro.org on or before **February 26, 2026**. Inquiry and clarification requests received after the stated deadline will not be answered. The subject line of the email shall state: "2026 Cleveland STI Brushing Project".

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APPENDICE(S) AND ATTACHMENTS

Appendix A: Drawings

Span/Structures	SEAPA Drawing Nos.
196-201	T02-A-55-0138 & 0139
201-207	T02-A-55-0140
207-212	T02-A-55-0141
212-216	T02-A-55-0142
216-219	T02-A-55-0143

Appendix B: SEAPA Camping Plan

Attachments:

Attachment #	Description
1	Contractor's Bid and Addendum Acknowledgment Form
2	Bidder Experience Record Form
3	List of Subcontractors Form
4	Non-Collusion Affidavit
5	Bidders Proposed Schedule
6	General Information Form
7	Contractor's General Questionnaire
8	Signature Page Form
9	Alcohol and Drug-Free Workplace Acknowledgment Form
10	Assumption, Clarifications and Exceptions List
11	Insurance Requirements