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SOUTHEAST ALASKA POWER AGENCY (‘SEAPA’)

REQUEST FOR PROPOSALS

SEAPA 2026 Replacement of Two Wooden Transmission Towers



STRUCTURE 194



STRUCTURE 195

February 2, 2026

SOUTHEAST ALASKA POWER AGENCY

Request for Proposals for Replacement of Two (2) Wooden Transmission Towers

Solicitation

The Southeast Alaska Power Agency (SEAPA) is seeking competitive proposals from qualified contractors to provide experienced labor, equipment, materials, transportation, and services, including all fuel, power, water, and communications necessary for the replacement of two (2) wooden transmission towers. The towers are located near White River on SEAPA's Swan-Bailey Transmission Line on central Revillagigedo Island north of Ketchikan in Southeast Alaska. Bids are due March 9, 2026 at 4:00 p.m. AKDT.

GENERAL PROJECT INFORMATION

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, offeror, proposer, respondent, service provider, 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 9, 2026 at 4:00 p.m. Alaska Daylight Time (AKDT)

This Request for Proposals 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. Submittals shall be emailed to: contadmin@seapahydro.org

The e-mail subject field shall be marked with the following project name: Replacement of Two Wooden Transmission Towers. 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', 'Agency' or 'Owner') 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 Agency facilities and purchased from the Agency under a Power Sales Agreement, which was executed in February 2009. The Agency's headquarters is 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 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
Petersburg Substation	Petersburg	Commercial Airlines Alaska Marine Highway Ferry Charter Aircraft / Vessel
Wrangell Switchyard	Wrangell	Commercial Airlines Alaska Marine Highway Ferry Charter Aircraft / Vessel
Tyee Lake Hydroelectric Facility (TYL)	Remote	Charter Aircraft / Vessel
Swan Lake Hydroelectric Facility (SWL)	Remote	Charter Aircraft / Vessel
Cleveland Peninsula (Bradfield Canal)	Remote near Tyee	Helicopter / Vessel

A region map is on the following page:



Project Background

The Swan Lake Power Plant is in Southeast Alaska, approximately 22 air miles northeast of Ketchikan, Alaska at the head of Carroll Inlet on Revillagigedo Island. The Tyee Power Plant is located 40 miles east of Wrangell, Alaska. The plants are only accessible by charter fixed-wing aircraft, helicopter, or boat.

The Swan-Bailey Transmission Line extends from the Swan Lake Power Plant on Carroll Inlet to the Bailey Power Plant in Ketchikan. Access to the transmission line is by boat, helicopter or truck depending on the segment of the line.

For this particular project, the power poles to be accessed (Structure Nos. #194 and #195) are accessible from Revilla Road with a short hike to each structure. Owner will provide all helicopter support and stage the new poles onsite. Demolished poles will be delivered to pole staging area by Contractor. Owner assumes full responsibility for disposal of the poles.

Scope of Services

SEAPA is soliciting competitive bids from qualified professional Contractors to provide experienced labor, equipment, and materials necessary for the removal and replacement of two existing wooden transmission towers at specified locations. Contractor shall provide all supervision, labor, equipment, tools, materials, and supplies necessary to perform all required work.

The goal is to ensure the structural integrity and reliable operation of the electrical transmission system in accordance with all applicable safety and electrical codes.

Schedule:

The work must be performed during SEAPA's annual shutdown between June 1, 2026 through June 10, 2026 so all transmission lines are de-energized while the work is performed.

Structure Drawings and Photographs:

The following is a schedule of structure drawings and photographs, attached as the Exhibits noted below, and incorporated herein by reference:

Exhibit	Description	Drawing No.	No. of Pages
A	Pole Shoe and Pipe Clamp Assembly	SL-S1	2
B	Structure Type HD4 (Structure 195)	H03-D-55-4021-R01	1
C	Pole Shoe Detail (Structure 194)	H03-D-55-4013-R01	1
D	Span Information	H03-D-55-0019-R01	1
E	Structure Steel	H03-D-55-4005-R01	1
F	Structure Type HT1 (Structure 194)	H03-D-55-4007-R01	1
G	Photographs	N/A	7

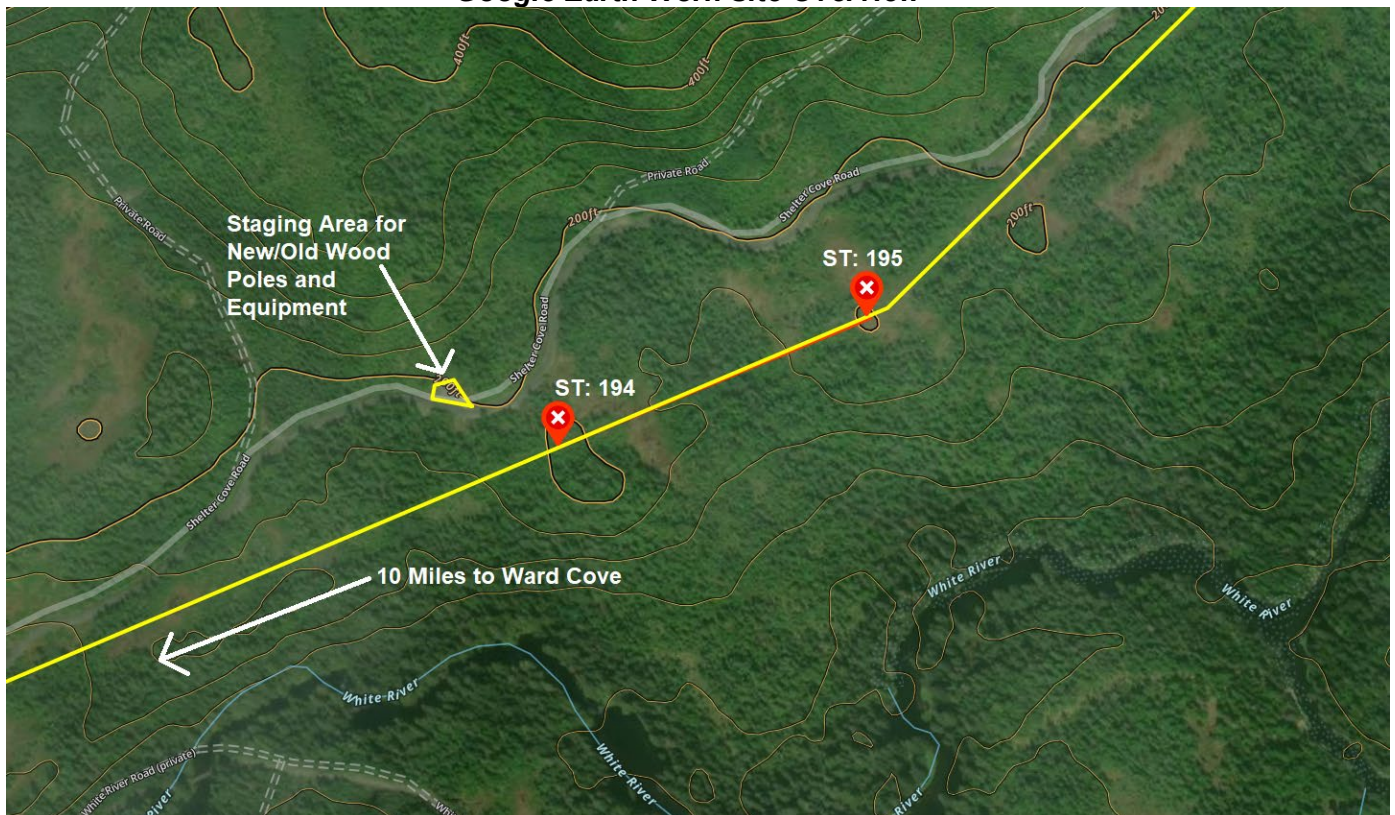
Pole Locations and Maps:

- Pole 194: 55 degrees 28'32"N – 131 degrees 33'13" W
- Pole 195: 55 degrees 28' 35" N --131 degrees 32'55" W

To access the pole locations by vehicle in Ketchikan, Alaska: From Ward Cove on the North Tongass Highway, turn right (north) on to Revilla Road.¹ (From here travel northeast on Revilla Road passing Ward Lake, Harriet Hunt Lake, and Brown Mountain turn offs. Eventually, Revilla Road will transition into the Shelter Cove Road but there are no posted signs to indicate this. The staging area for the poles will be at a rock pit on the left side of the Shelter Cove Road 10 miles (as measured by odometer) from the Tongass Highway turn off. Structure #194 is visible to the right from a pull out a few hundred feet past this location. Structure #195 is the next tower out and is reached by a short drive further out where it can also be seen from the road.)

The State of Alaska Department of Transportation and Public Facilities (DOT&PF) has obtained right-of-way (ROW) easements for the road on Forest Service (FS), Cape Fox, and Mental Health Trust Lands. The new Shelter Cove Roadway Extension was constructed from the end of Revilla Road along the coast from Leask Cove to Bat Cove and north along Salt Lagoon and Salt Creek to the existing Shelter Cove Road. The Shelter Cove Road is currently a public road maintained by the U. S. Forest Service.

Google Earth Work Site Overview



¹ The Revilla Road is paved from the North Tongass Highway intersection for a few hundred yards and the remainder becomes gravel past the Last Chance Campground and Connell Lake Road.



Each site is accessible by road for laborers and materials however a short hike should be anticipated and Contractor may have to do some brushing from the road to get through to each tower site.

Owner will provide all helicopter support for the removal of old poles and placement of new poles, and for lifting heavy materials that cannot otherwise be carried in by foot to the work sites.

It is SEAPA's intent to have a SEAPA representative on site at all times during the project.

Contractor Responsibilities:

- Coordination: Coordinate all activities with SEAPA to meet SEAPA's scheduled power outage timeline and avoid additional outages.
- Contractor is responsible for all local right-of-way approvals, if required, and any permitting, if required, for access or brushing to the work sites from the road.
- Removal, Environmental, and Disposal: Contractor is responsible for the safe removal of the old wooden power poles and associated hardware and debris. Contractor must demolish the poles to be removed and move them to the pole staging area for Owner to dispose of.
- New Pole Installation:

Both poles have rot issues and need to be replaced. **As they are structurally unsound, extra care will be required to safely remove them.** Owner will provide new poles, hardware, and new pole shoes. Cross bracing and insulators are to be re-used.

The Contractor must provide all labor and equipment to safely remove existing wood poles and replace them with new poles utilizing Owner-provided heavy lift helicopter support.

Structure 194:

Structure #194 is a wooden H-type tangent structure comprised of one 80' and one 85' H-1 class wooden poles. Poles are set in steel pole shoes secured to steel micro pile foundations with wooden cross bracing and guy wires for additional structural integrity.

To navigate to the work sites see the ***Pole Locations and Maps*** sections above on pages 5 - 7 of this RFP.

Structure #194 is approximately 250 ft. from the edge of the Shelter Cove Road. (See attached **Exhibit G** Photos.) Removal of the old poles and setting of new ones will require the services of the Owner-provided heavy lift helicopter.

Structure 195:

Structure #195 is a unique "Tall Ship" angled H-type wooden three-pole tower. It is made up of three 80' H-1 class wooden poles. Poles are set in tall cross-braced steel pole shoes mounted on micropile. The upper portion of the structure is supported using steel cross arms and a system of guy wires for structural integrity.

One of the poles has rot and structural concerns and needs to be replaced. It will be the Head-On right-side pole on the outside of the structure at the vertex of the line angle. This will be the one furthest from the Shelter Cove Road. Owner will provide pole, hardware, and the required specialty pole clamp for attaching the new pole to existing pole shoes. Cross arms and insulators are to be reused.

To navigate to the work sites see the ***Pole Locations and Maps*** sections above on pages 5 - 7 of this RFP.

Structure #195 is approximately 400 feet from the edge of the Shelter Cove Road. (See attached **Exhibit G** Photos.) Removal of the old poles and setting of new ones will require the services of the Owner-provided heavy lift helicopter.

The Contractor must provide all labor and equipment to safely remove existing wood poles and replace them with new poles utilizing Owner-provided heavy lift helicopter support.

Owner Responsibilities:

- Provide helicopter(s) for transport of old and new wooden utility poles and other heavy materials that cannot be otherwise transported to the work sites
- Delivery of Replacement Wood Poles, Pole Shoes and Pole Clamps to 10-mile staging area
- Disposal of removed wooden poles and pole shoes

Schedule of Events

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

RFP Release Date	February 2, 2026
Final Date for Bidder Inquiries and Clarifications	March 2, 2026 @ 4 PM AKST
Proposals Due	March 9, 2026 @ 4 PM AKDT
Notice of Recommendation of Award	On or before March 12, 2026
Estimated Board Meeting Date for Contract Approval	March 26, 2026
Notice of Award	On or before April 10, 2026
Contract Conformance Period	April 10-20, 2026
Project Completion Date	June 10, 2026

Site Visit

Prospective bidders are urged to inspect the Structure 194 and 195 work sites at their own cost prior to submitting a bid to assess the remote site conditions, access points, terrain, and existing infrastructure for the pole removal and replacement project. Prospective bidders who may already be familiar with the work sites, and have conducted previous site visits, should still consider a site visit in 2026 prior to submitting a bid to understand the site conditions (e.g., access, infrastructure, environment) to prevent future claims regarding unknown obstacles or costs. If a contractor fails to visit the site, they assume the risk for any conditions that a reasonable inspection would have revealed. Bidders who have conducted a site visit in 2026 prior to submitting their bid will score higher on their project approach in the Owner's evaluation of bids.

Pole Locations:

Pole 194: 55 degrees 28'32"N – 131 degrees 33'13" W

Pole 195: 55 degrees 28' 35" N --131 degrees 32'55" W

The poles are approximately 10 miles down the road at those coordinates. (See Pole Locations and Maps on pages 5 - 7 of this RFP for more information.)

Transportation/Access:

Bidders are responsible for their own transportation, safety gear, and logistics to and from the site. Be advised that access will involve off-highway travel, and weather conditions can impact accessibility.

Prospective bidders are expected to use information gathered during the site visit, along with the RFP documents to develop their bid. All costs associated with the site visit, including travel, lodging, and equipment are the sole responsibility of the bidder.

Preparation of Bid | Bid Requirements

It is assumed that at the time of the bid, each bidder will (a) examine the bid documents thoroughly, (b) become familiar with any weather and shipping conditions that may, in any manner, affect cost and/or delivery, and (c) study and carefully correlate bidder's observations with the bid specifications. Failure to do so will not relieve the successful bidder of the obligation to complete the contemplated work in strict accordance with the Bid Specifications. 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 or for failure to submit all bid documents required.

The successful Contractor shall be an independent contractor, not an employee or subsidiary of the Agency. Nothing in the contract documents shall create any contractual relationship between SEAPA and any of Contractor's subcontractors, 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 subcontractor, 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 Contractor, subcontractor, suppliers, or other persons or organizations.

Before bid submission, Bidder shall carefully examine the Drawings and read the Contract Documents.

SEAPA will not provide a site visit to the project location. Bidders are highly encouraged to familiarize themselves with the terrain, conditions, and weather of the project area in preparing their response.

The bid proposal must include the following:

1. *Proposal Letter:* Direct any cover letter submitted with your bid to:

Southeast Alaska Power Agency
55 Don Finney Lane
Ketchikan, Alaska 99901
Attn. Contracts Administrator
(via Email to contadmin@seapahydro.org)

2. *General Information Form.* Bidder must complete and submit the attached *General Information Form (Attachment 1)* hereto).
3. *Contractor's Bid Form.* Bidders shall complete the *Contractor's Bid Form (Attachment 2)* hereto), which shall set forth a statement of intent by the bidder to perform the work required by the Bid Documents for prices in U.S. Dollars indicated on the Bid Summary. Bidders shall break down the costs of the work into the lump-sum Bid Units indicated on the Bid Summary.

Also on the *Contractor's Bid Form*, provide:

- acknowledgment of addenda, if any issue
 - Contractor's company name, address, and contact information; and name and contact information of the proposed project manager.
4. *Contractor Qualifications and Experience Record.* Proposers must demonstrate their qualifications and relevant experience in pole replacement projects. Each proposal must include:
 - **Company Profile:** Summary of company history, profile, and years of experience in utility pole replacement (minimum of five (5) years recommended).
 - **Relevant Experience:** Descriptions of at least three (3) similar projects with Alaska-specific utility standards, completed within the last three (3) years, including company's name, location, project scope, timeliness, and client references (include

the references' contact information (names, current cell phone numbers and email addresses). Submit evidence of experience working on projects that are remotely located and required intense logistical coordination.

- **Key Personnel:** Names and qualifications of key personnel and the equipment (e.g., bucket trucks, crane/boom trucks) to be used for this project.
 - Include Certificate of Fitness (Journeyman/Trainee) for key personnel (required for most electrical work, including pole replacement, proving competency in installation, safety codes (NEC/NESC) and practical skills).
 - Include experience hours
- **Electrical Administrator License.** Contractor must have one licensed Electrical Administrator overseeing the work, ensuring compliance with codes. Provide name of Electrical Administrator who will oversee the work with a copy of the license.
- **Alaska Business License:** Provide proof of a current Alaska business license.

5. *Contract and Terms Review Requirement:* The sample Contract attached to this RFP as **Attachment 3** contains terms and conditions that SEAPA intends to include in any awarded contract, subject to changes, additions, deletions, or modifications agreed upon during contract negotiations. Bidders must specify any objections, changes, or additions to the sample contract and insurance requirements on the *Assumptions, Clarifications, and Exceptions Form (Attachment 7* hereto), or they will be deemed to have accepted the terms.

Submission of a proposal indicates the Bidder's agreement to enter into a contract with SEAPA in substantially the same form. However, SEAPA reserves the right to negotiate the final contract, including insurance requirements, with the successful bidder to best serve the interests of SEAPA.

6. *List of Subcontractors.* Subcontractors may be used to perform work under the contract to be awarded to the successful proposer. If a bidder intends to use a subcontractor, the bidder must submit a list of subcontractors with their bid who will be used on the Project on the *List of Subcontractors Form (Attachment 4* hereto). All subcontractors doing work on the Project are subject to SEAPA approval and insurance requirements.

If a proposal with subcontractors is selected, the successful proposer will be required to provide the following additional information concerning each subcontractor within five (5) working days of SEAPA's request:

- (a) evidence that the subcontractor holds a valid Alaska business license and all other licenses required under Alaska law to perform the work, and,
- (b) a written statement signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract and the main Contractor will pay subcontractor for the services rendered.

The substitution of one subcontractor for another may only be made at the discretion and prior written approval of SEAPA.

Contractor must agree to pay subcontractor(s) for services rendered by the contract to be awarded. SEAPA will not issue separate payments from the main contract to various subcontractor(s).

7. *Non-Collusion Affidavit.* Bidders must submit a signed and notarized *Non-Collusion Affidavit* (**Attachment 5** hereto).
8. *Construction Schedule and General Approach to the Work:*

The work must be performed during SEAPA's annual shutdown between June 1, 2026 through June 10, 2026 so all lines are de-energized during the work to be performed.

Bidders must submit their *Proposed Construction Schedule within SEAPA's shutdown period* (form attached as **Attachment 6** hereto) by calculating the Milestones and start and completion 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.

9. Describe the general approach you will take in completing the work. The Bid submittal shall include a Plan of Operation of no more than five (5) pages. The Plan of Operation shall be a brief narrative or outline describing the following:
 1. Proposed strategy for performance
 2. Anticipated equipment
 3. Understanding of local terrain and conditions (**state whether you conducted a site visit in 2026 prior to submitting your bid and provide the date and time the visit was conducted**)
 4. Expected time of installation for each pole (unless already stated in construction schedule)
 5. Other information the bidder considers pertinent or beneficial to the Agency in evaluating the Bid submittal
10. The proposal submittal shall include any assumptions, clarifications, and exceptions made in the development of the proposal on the *Assumptions, Clarifications, and Exceptions Form* (**Attachment 7** hereto).
11. Submit additional items or information you judge to be pertinent or beneficial to the Agency in evaluating your proposal.
12. *Bid Bond.* Bids must be accompanied by a certified check or cashier's check drawn on a bank in good standing, or a bid bond issued by a surety authorized to issue such bonds in the amount of at least five percent (5%) of the total amount of the bid submitted payable to the Southeast Alaska Power Agency. The bid security shall be given as a guaranty that the bidder will not withdraw their bid for a period of one hundred twenty (120) days after bid opening. Bid Bonds shall be submitted on the *Bid Bond Form* (**Attachment 8** hereto) or a similar standard form used by a surety company. The Attorney-in-Fact (resident agent) who executes bonds on behalf of the surety must attach a notarized copy of a Power of Attorney as evidence of authority to bind the surety on the date of execution of the bond. Since bids are to be received electronically, the certified check, cashier's check or bid bond must be

submitted to Owner at the following address:

Southeast Alaska Power Agency
55 Don Finney Lane
Ketchikan, Alaska 99901
Attn. Contracts Administrator

on or before the bid due date. Confirmation of receipt by Owner is the responsibility of the respondent.

13. ***Contractor's Workmanship Warranty.*** Contractor must submit its Workmanship Warranty of a minimum of one (1) year from substantial completion however a term of five (5) years is preferred. The term and conditions of the warranty will be considered by SEAPA in its evaluation and ranking of Bidders.

During the warranty period Contractor will be responsible for repairing or replacing any work found to be defective or non-compliant with standard practices. The warranty must include a defects liability period of at least one (1) year during which Contractor will be expected to remedy any faults in Workmanship at their own expense. It is expected that the Workmanship warranty will cover defects that arise from the Contractor's errors during the installation process, not from material failure or external damage. Defects may include:

Improper Installation of the Pole:

- leaning or unstable poles - if a pole leans excessively or is unstable after installation due to improper foundation work or insufficient bracing
- alignment issues - if poles are not correctly aligned, causing undue stress on the lines or structure

Faulty Connections and Assembly:

- loose hardware - anchor bolt nuts that are not sufficiently tightened, or other structural components that are not secured properly
- incorrect installation of hardware, insulators, or cross arms

Code and Standard Non-Compliance:

- failure to follow plans - any work that does not conform to the requirements
- violation of local codes - installation practices that do not meet local, state, or industry safety and construction codes

14. ***Alcohol and Drug Free Workplace 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.

15. ***Safety Program/Record.*** Bidders must submit with their bids their comprehensive safety information to demonstrate competency and responsibility, which includes:

- Written Safety Program: a copy of Bidder's full safety program and accident

prevention plan for site-specific safety measures

- Safety Statistics/Record:
 - recordable injury incidence rate (IR) for the past 3 to 5 years
 - lost workday incidence rate (LWIR) for the past 3 to 5 years
 - experience modification rating (EMR) - a three-year average EMR of 1.0 or less is preferred and will be considered by SEAPA in its evaluation and ranking of bidders
 - OSHA Log History: at least 3 years of documented occupational illnesses and injuries
 - list of any citations, violations, warnings, or penalties issued by regulatory agencies such as OSHA over a specified period (e.g., last 5 years)

16. *RFP Signature Page.* Bidder must complete and submit the *RFP Signature Page Form (Attachment No. 10)* hereto).

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 downloads. The proposal will be evaluated on information submitted; non-pertinent information will be viewed as a deduction in proposal evaluation.

Weapons

Firearms and other weapons are not allowed on site unless specifically approved, on a case-by-case basis, by SEAPA's Designated Representative. Upon approval, possession of weapons within the project site boundaries is permitted, but discharge of firearms or use of other weapons is not allowed except for the protection of human life. The Contractor is solely responsible for the safety of its personnel regarding wildlife encounters, including bears. This responsibility includes providing all necessary equipment, training, and procedures for bear encounter prevention and response.

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 via addendum through direct e-mail transmission to potential respondents. 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 Form (**Attachment 2** hereto) 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 lump-sum unit price contract to furnish all labor, materials, supplies, equipment, transportation and to complete the project in accordance with the contract documents, within the time set

forth therein, and at the prices submitted by the successful bidder. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

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) calendar days after submission.

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 through to completion of the project unless the parties agree otherwise in writing.

Payments / Expected Billing Procedure

The firm-fixed unit prices submitted on the successful Contractor's Bid Form shall serve as the basis for progress payments and will be incorporated by the successful Contractor into a form of Application for Payment acceptable to SEAPA. Progress payments on account of Unit Price work will be based on the Unit of the work completed.

SEAPA's payment terms are Net 30. Payment Requests by the successful Contractor must be submitted to Owner by e-mail in electronic format (Adobe or Word) to accounting@seapahydro.org and to the Owner's Designated Representative in an email to be provided following contract conformance.

Award of Contract

1. 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.

2. 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.

3. 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 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.

4. General. Owner's staff will present their recommendation of award to SEAPA's Board of Directors at a Regular Board Meeting tentatively 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.

5. Notice of Award. SEAPA will issue a Notice of Award to the successful Bidder following the Board Meeting. The Notice of Award will set forth the deadline for receipt of Performance and Payment Bonds, and a Certificate of Insurance. Contract negotiations will commence following the Notice of Award.

6. Return of Documents. Following contract negotiations and during contract conformance, the successful Bidder shall execute the Contract and submit it to Owner within a time period specified by Owner. A final fully executed Contract will be returned to the successful Bidder, together with Bidder's Bid Bond.

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

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:

	Evaluation Criteria	Points
1.	Competitive Pricing	25%
2.	Qualifications and Alaska Experience Record	25%
3.	Project Approach and capacity to respond to the required work in a timely and efficient manner	20%
4.	Safety/Program and Record	10%
5.	Workmanship Warranty	10%
6.	Completeness and Quality of Bid Proposal Documents	10%
Total		100%

The Agency will evaluate and rank all proposals received based on the above criteria. The highest ranked proposal will receive a recommendation by Agency's staff for contract award.

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 formalities, 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.

Bid Bond | Performance Bond | Payment Bond

Bid Bond. See paragraph 12, above, under Preparation of Bid / Bid Requirements.

Performance Bond. The successful bidder will be required to furnish a Performance Bond with SEAPA within the time frame set forth in the Notice of Award to the successful bidder. The bond shall be one hundred percent (100%) of the total contract amount on forms acceptable to SEAPA as security for the faithful performance of the contract. The surety furnishing this bond shall have sound financial standing and a record of service satisfactory to SEAPA, and if applicable, shall be authorized to do business in the State of Alaska.

The attorney-in-fact (resident agent) who executes performance bonds on behalf of the surety must attach a notarized copy of the power-of-attorney as evidence of the authority to bind the surety on the dates of execution of the bonds. A copy of an acceptable Performance Bond Form will be provided to the successful bidder.

Payment Bond. The successful bidder will be required to furnish a Payment Bond with SEAPA within the time frame set forth in the Notice of Award to the successful bidder. The bond shall be one hundred percent (100%) of the total contract amount on forms acceptable to SEAPA as security to subcontractors and materials suppliers to ensure payment for their work, labor, and/or materials on the project. The surety furnishing this bond shall have sound financial standing and a record of service satisfactory to SEAPA, and if applicable, shall be authorized to do business in the State of Alaska.

The attorney-in-fact (resident agent) who executes payment bonds on behalf of the surety must attach a notarized copy of the power-of-attorney as evidence of the authority to bind the surety on the dates of execution of the bond. A copy of an acceptable Payment Bond Form will be provided to the successful bidder.

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.

Bidder Inquiries

Respondents may submit questions or requests for clarification in writing, via email, concerning this RFP until **March 2, 2026 at 4:00 PM AKST** to the following: ContAdmin@seapahydro.org. Please note "Replacement of Two Wooden Transmission Towers" in the subject line of the email. Questions and requests for clarification received after the stated deadline will not be answered. All questions shall be sent by email as instructed above.

Restrictions on Communication with SEAPA Board Members

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.

Exhibits:

Exhibit	Description	Drawing No.	# Pages
A	Pole Shoe and Pipe Clamp Assembly	SL-S1	2
B	Structure Type HD4 (Structure 195)	H03-D-55-4021-R01	1
C	Pole Shoe Detail (Structure 194)	H03-D-55-4013-R01	1
D	Span Information	H03-D-55-0019-R01	1
E	Structure Steel	H03-D-55-4005-R01	1
F	Structure Type HT1 (Structure 194)	H03-D-55-4007-R01	1
G	Photographs	N/A	7

Attachments:

1. General Information Form
2. Contractor's Bid and Addendum Acknowledgment Form
3. Sample Contract
4. List of Subcontractors Form
5. Non-Collusion Affidavit
6. Bidders Proposed Construction Schedule
7. Assumptions, Clarifications, and Exceptions List
8. Bid Bond Form
9. Alcohol and Drug-Free Workplace Acknowledgment of Policy
10. RFP Signature Page Form