SOUTHEAST ALASKA POWER AGENCY
('SEAPA')

REQUEST FOR PROPOSALS

Southeast Alaska Power Agency
("SEAPA")
Ketchikan Substation Transformer Procurement Project

July 27, 2026

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

SOUTHEAST ALASKA POWER AGENCY

Solicitation

The Southeast Alaska Power Agency ("SEAPA") is seeking competitive proposals from qualified suppliers for the design, manufacture, factory testing, delivery, onsite assembly supervision, field testing, and commissioning support for one (1) 115 kV grounded-wye/34.5 kV delta, three-phase, 20/25 MVA ONAN/ONAF oil-immersed power transformer. The transformer and all associated equipment shall be delivered DDP, Incoterms® 2020, as modified by the Contract Documents, to SEAPA's Ketchikan Substation site located at 6500 North Tongass Highway, Ketchikan, Alaska. Proposals are due September 15, 2026, at 4:00 p.m. Alaska Daylight Time.

GENERAL PROJECT INFORMATION FOR BIDDERS

Owner: Southeast Alaska Power Agency, 55 Don Finney Lane, Ketchikan, Alaska 99901

P 907.228.2281 | Fax 907.225.2287 | www.seapahydro.org

Defined Terms:

- **"Buyer"** (also referred to as **"Owner"** or **"SEAPA"**): Means the Southeast Alaska Power Agency, the entity purchasing the equipment.
- **"Supplier" and "Bidder":** Are used interchangeably herein and mean the person, firm, or organization submitting a response to this RFP, and, upon contract award, the selected entity responsible for supplying the transformer, materials, and associated services.
- **"Manufacturer":** Means the original equipment manufacturer (OEM) actually fabricating, testing, and warranting the transformer, which may or may not be the same entity as the Supplier/Bidder.
- **"Contractor"**: Means the separate construction entity selected by the Owner at a later date through a separate solicitation process to install the transformer and construct SEAPA's Ketchikan Substation.
- **"Subcontractor" and "Sub-supplier" Definition Clause:** For the purposes of this RFP and any resulting Contract, the terms 'Subcontractor' and 'Sub-supplier' may be used interchangeably. Both terms shall collectively refer to any third-party entity, vendor, or individual engaged directly or indirectly by the Supplier to provide labor, services, materials, equipment, or components necessary to fulfill the requirements of this Specification.

Any proposal or modification to a proposal received after the due date will not be considered and will be deemed non-responsive. 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 are responsible for ensuring their bids are received by the Owner no later than **September 15, 2026, at 4:00 p.m. Alaska Daylight Time (AKDT)**.

Submission Guidelines:

Where to Submit:	Email submittals to **contadmin@seapahydro.org** at the Southeast Alaska Power Agency (SEAPA).
Email Subject Line:	Must be marked exactly as: *SEAPA Ketchikan Substation Transformer Procurement Project*
File Format:	Direct computerized conversion to .pdf format
Signatures:	Scanned copies of original signatures hold the same legal effect as original signatures. Printing and rescanning are only permitted for signing original documents to preserve legibility.
Restrictions:	Hard copies and faxes will **not** be accepted.
Confirmation:	It is the Bidder's sole responsibility to confirm Owner's receipt of the electronic submittal.
RFP Documents:	Review the full Request for Proposals, including Appendices and Attachments, by downloading them directly from SEAPA's bid opportunities website at https://www.seapahydro.org/opportunities/bids-projects

Section 1.0
Introduction and Site Information

Southeast Alaska Power Agency Background

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. 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 connecting Ketchikan to Wrangell and Petersburg, Alaska. 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. The Agency's headquarters are in Ketchikan, Alaska.

The public utilities of Ketchikan, Wrangell, and Petersburg are members of SEAPA. The primary source of power for Ketchikan's public utilities (KPU) comes from hydropower generation from its projects at various locations, such as Ketchikan Lakes, Silvis Lakes, Beaver Falls, and Whitman Lake, along with SEAPA's Swan and Tyee Lake projects when available. KPU also maintains backup power generators for situations when sufficient hydropower is not generated or not available from SEAPA. The Swan and Tyee Lake hydroelectric projects are the main generation facilities and are interconnected by SEAPA's Swan-Tyee Intertie (STI). With the completion of the intertie, the three communities/utilities are now interconnected. To accommodate the growth needs of Ketchikan, SEAPA plans to install a new turbine at the Tyee Hydroelectric Project and develop new infrastructure to deliver the additional power. The new infrastructure includes a 115/34.5 kV substation at Ketchikan, a 115 kV transmission line, and a primary 34.5 kV overhead feeder connecting with the nearby existing 115 kV and 34.5 kV overhead lines.

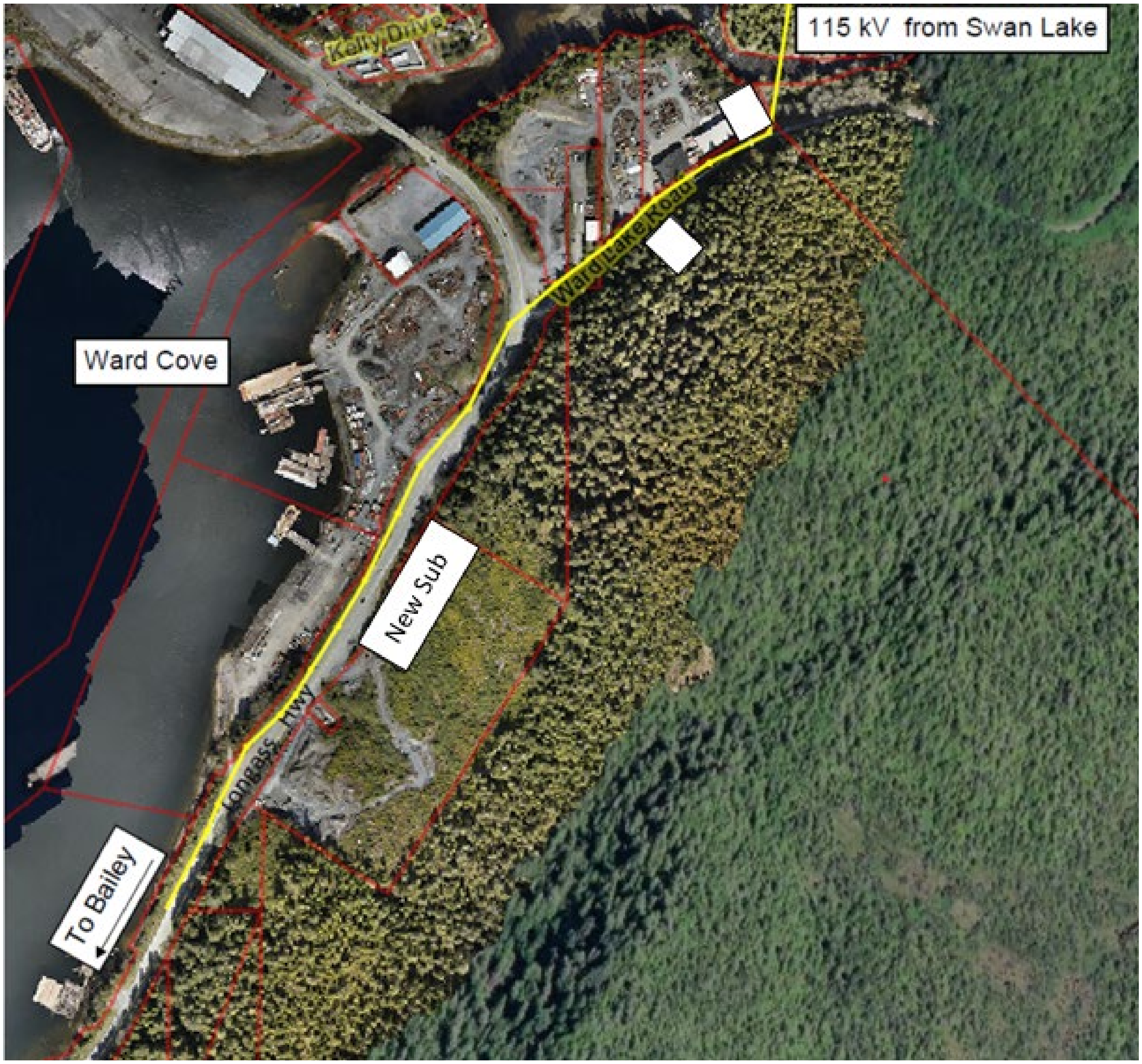
Site Information / Site Visit

The remote-controlled, 115/34.5kV substation will be located between SEAPA's Swan Lake Hydroelectric Facility and Bailey Substation and has been engineered and designed to include the following equipment:

- **One (1) 115/34.5kV, 3-phase, 20/25 MVA oil-immersed power Transformer**
- One (1) 115 kV, 3-phase, 1200 A circuit breaker
- Three (3) 115 kV single-phase capacitive voltage transformers
- One (1) 3-phase, 34.5 kV, 1200 A circuit breaker
- Two (2) 3-phase, 115 kV gang-operated air break switches
- Six (6) 34.5 kV SPST hookstick disconnect switches
- Three (3) 34.5 kV single-phase potential transformers (PTs) used for feeder protection
- One (1) 34.5 kV single-phase PT used for synchronism check
- One (1) control building with space for two (2) panels, battery set, charger, and ATS

Suppliers are not required to make a site visit prior to submitting a proposal; however, a site visit may be conducted at the Supplier's own expense. SEAPA will provide access to the site to conduct such investigations as the Supplier requires to prepare a bid. This access requires written coordination with SEAPA and a scheduled date and time confirmed by sending an email request to contadmin@seapahydro.org. All investigations other than visual inspections must be explicitly approved and coordinated in advance with SEAPA. After proposals have been submitted, the Supplier shall not assert that there was a misunderstanding concerning the quantities or nature of the work to be performed.

Project Site Map in Ketchikan, Alaska:



The new station will be served from an existing 115 kV transmission line owned by SEAPA. The substation is designed for two short transmission lines to bring power to (115kV) and from (34.5kV) to the substation via overhead lines.

Section 2.0
Scope of Supply and Services Overview

The Supplier shall furnish all engineering, labor, supervision, equipment, materials, components, documentation, testing, transportation, insurance, and services necessary to provide one complete 115/34.5 kV, three-phase, 20/25 MVA ONAN/ONAF oil-immersed power transformer in accordance with the Contract Documents.

The Supplier's scope includes, at a minimum:

1. Design and manufacture of the transformer and all specified accessories.
2. Preparation and submission of engineering drawings, calculations, data sheets, manuals, certifications, and other required documentation.
3. Procurement and management of all components and sub-suppliers.
4. Factory assembly and testing.
5. Packaging, transportation, marine and land logistics, cargo insurance, offloading, and placement at the Project site as specified.
6. Transit monitoring and arrival inspection support.
7. Onsite assembly supervision, vacuum filling, field testing, and commissioning support, as assigned in the Technical Specifications.
8. Warranty services and correction of defects.
9. Compliance with all applicable federal funding, Build America, Buy America, recordkeeping, flow-down, and reporting requirements.

The overview of this section is a summary; the Work shall be performed in accordance Section 3.0 below.

Section 3.0
Scope of Services

The work of this RFP shall be performed in accordance with the instructions in this RFP and the following appendices which are incorporated herein by reference:

Appendix Table

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All services required under this RFP shall be performed by Suppliers properly qualified to carry out the obligations of the contract and complete the Work contemplated therein. Supplier shall be fully responsible for determining if the standards or provisions cited in the Technical Specifications and Drawings have been revised or updated. Any such conflicts between the website and the identified standard or provision shall be brought to the attention of SEAPA's Contracts Administrator in writing requesting direction.

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	July 27, 2026
Site Inspection	Not Required
Final Date for Bidder Inquiries/Clarifications	September 8, 2026 @ 4:00 pm AKDT
Proposals Due	September 15, 2026 @ 4:00 pm AKDT
Notice of Recommendation of Award	On or before September 18, 2026
Regular Board Meeting Date for Award of Contract	On or before September 30, 2026
Notice of Award	Within 10 days of Contract Award
Contract Conformance Period	Ten (10) days
Notice to Proceed	Within seven (7) days of contract conformance
Procurement Completion Date delivered DDP as required to project site	June 1, 2028 or as soon as proposed by successful Supplier
Energization and Commissioning	December 2028

SEAPA reserves the right to modify this schedule by written addendum.

4.2 Pre-Bid Conference: None

Section 5.0
Instructions to Bidders and Federal Provisions

5.1 Preparation of Bid

Before submitting a bid, it is the responsibility of each respondent to (a) thoroughly examine the contract documents, (b) become familiar with Alaska laws, ordinances, rules, and regulations that may in any manner affect cost, progress, material or equipment deliveries, installation, or performance of the Work, (c) study and carefully correlate Supplier's observations with the contract documents and (d) study the site to become familiar with local access conditions, physical features, geographic location, etc. Before offering a bid, the Supplier shall make, at its own expense, such additional investigations, tests, and inquiries as the Supplier deems necessary to finalize its bid in accordance with the contract documents. Failure to do so will be at the Supplier's own risk. Proposers shall promptly notify SEAPA of any apparent discrepancy or materially incomplete information. SEAPA will issue clarifications through written addenda when appropriate.

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; SEAPA does not assume any responsibility for error or misinterpretations resulting from the use of incomplete sets of bidding documents. Bids and bid information submitted for this project shall become the property of the Owner.

The submission of a bid will constitute an incontrovertible representation by the Supplier that it has complied with or intends to comply with all provisions of the contract documents and that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

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

5.2 Bid Requirements

In addition to all submittals required in any of the specifications attached to this RFP, the bid proposal must include the following:

5.2.1. ***Bid Schedule and Equipment Data Sheets***. Bidders shall complete the *Specification 00 20 00 - Bid Schedule and Equipment Data Sheets* (**Attachment 1** hereto) which shall set forth a statement of intent by the bidder to perform the work required by the Bid Documents for the prices in U.S. Dollars as indicated in **Attachment 1**.

5.2.2. ***General Information Form***. Bidder must complete and submit the attached *General Information Form* (**Attachment 2**).

5.2.3. ***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**).

5.2.4. ***Warranty****.*

1. **Bidder Warranty Statement**

The Bidder shall explicitly define their standard and extended warranty terms for the transformer. The proposal must detail the exact duration of the warranty (from shipment and/or energization), what components are covered, and any specific installation or testing logs required to keep the warranty valid.

2. **Delivery Oversight and Warranty Impacts**

A. The logistics path for this project involves multimodal transport, including over-the-road trucking, barging, and site rigging to a concrete pad. The Bidder shall clarify their policy regarding field oversight during transit by answering the following:

- **Oversight Requirements:** Does the Bidder require an OEM Field Service Representative to personally witness and sign off on the trucking, barging, or final pad delivery to maintain full warranty coverage?
- **Warranty Voiding Conditions:** Detail any specific logistics, handling, or unauthorized inspection actions (e.g., internal tank entry) by the Owner or third-party contractors that would void the warranty.
- **Pricing Breakdown:** If OEM field oversight through trucking, barging, and pad delivery is required to secure the warranty - or if it is offered as a premium risk-mitigation service - the Bidder shall break this cost out as a separate, optional line item in their pricing proposal.

5.2.5 Delivery, Logistics, and Liquidated Damages

A. Project Delivery Site & Incoterms (DDP)

- **Delivery Terms:** All equipment, components, and materials furnished under this Request for Proposals (RFP) shall be shipped **DDP (Delivered Duty Paid, Incoterms® 2020)** to the final destination site listed below. The Contractor shall retain title, bear all risk of loss, manage all marine/land logistics, and cover all costs (including freight, marine insurance, port handling, and any applicable import clearance or duties) until final offloading and acceptance at the site:

  Southeast Alaska Power Agency (SEAPA) – Ketchikan Station Site
  6500 N Tongass Highway, Ketchikan, Alaska 99901
  GPS Coordinates: 55.403121, -131.718298

- **Logistical Constraints:** Bidders must fully account for the geographic and marine transport constraints unique to Ketchikan, Alaska. Under DDP terms, the Contractor is solely responsible for navigating weather-dependent marine barge windows, specialized heavy-haul transport routing, local permitting, and ensuring the delivery vehicle or barge has the necessary clearance to access and offload at the Ketchikan Station Site.

B. Mandatory Delivery Milestone and Target Deadlines

- **Firm Delivery Target:** Final, on-site DDP delivery, placement on the designated pad (or offloaded safely at the site as coordinated with SEAPA), and successful completion of all field arrival inspections must occur on or before **June 1, 2028**.
- **DOE Funding Alignment:** This deadline is critically tied to the Federal Period of Performance requirements governing SEAPA's DOE Section 40101(d) sub-award, managed via the Alaska Energy Authority (AEA). Time is of the essence. No extensions to the June 1, 2028 deadline will be granted for manufacturer supply chain delays, port congestion, or standard commercial marine transit disruptions.
- **Bidders' Submittal Schedule:** Bidders shall include in their proposal a comprehensive, phased production and logistics schedule identifying:
  1. Engineering drawing submittal windows.
  2. Long-lead material procurement milestones.
  3. Factory Acceptance Testing (FAT) windows.
  4. Port-of-origin dispatch, marine routing, and final Ketchikan barge scheduling.

C. **Transit Data Requirements**:

The Bidder shall state their requirements for impact recorders and environmental monitoring during transit, including who owns the data and what G-force thresholds or pressure drops constitute a transit-related warranty exception.

5.2.6. ***Bid Security***. 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 <u>in U.S. Dollars</u> in the amount of at least five percent (5%) of the total amount of the bid submitted payable to the Southeast Alaska Power Agency. Bid Bonds shall be submitted on the *Bid Bond Form* (**Attachment 4**) 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.

The bid security must be approved by Owner as to form and sufficiency. If the check or bond is found to be flawed, the Bidder must correct the flaw within ten (10) working days or the Bid will receive no further consideration.

SEAPA will accept a Standby Letter of Credit (LOC) in lieu of a bid bond for at least five percent (5%) of the total contract amount in U.S. Dollars from a bank with sound financial standing, record of service satisfactory to SEAPA, and that is also authorized to do business in Alaska or Seattle, Washington.

Since bids are to be received electronically, a copy of the certified check, cashier's check, bid bond, or LOC, must be submitted with Bidder's proposal and the original submitted to Owner on or immediately after the bid due date at the following address:

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

Confirmation of receipt by Owner is the responsibility of the respondent. <u>No bid will be considered responsive unless accompanied by this bid security</u>.

<u>Return of Bid Bonds</u>. The bid security will be returned, without interest, following completion of contract conformance with the successful Supplier.

5.2.7 ***Capacity.*** Bidders must submit with their bid their company's capacity to complete the required work and to do so within the currently estimated project schedule.

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****.* Bidders must clearly identify all confidential information in their bids. However, bidders should take care to designate as confidential only those portions of their bid that genuinely warrants confidential treatment. SEAPA discourages the practice of marking each and every page of a bid as "confidential". SEAPA will make reasonable efforts to protect any such confidential information that is clearly marked as confidential; however, Bidders are advised that their bid proposals 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.*** Bidders must also submit with their proposal a Statement of Qualifications and include all items in Section 6.0, below (Qualifications Submission).

5.3 **Federal Provisions**:

5.3.1. **DOE BABA Compliance Mandate**

1. This Project is funded in whole or in part by federal financial assistance from the U.S. Department of Energy through Alaska Energy Authority Grant Agreement No. 7710006. The Grant Agreement requires compliance with the Build America, Buy America Act, 2 CFR Part 184, and OMB M-24-02. The Grant Agreement states that none of the funds provided under the award, including federal share or recipient cost-share, may be used for an infrastructure project unless the Buy America requirements are met.

2. Mandatory Compliance Requirement. BABA compliance is a mandatory responsibility and responsiveness requirement for this solicitation. SEAPA will not treat BABA compliance as an optional preference or scoring bonus.

A bid or proposal may be determined **non-responsive** if the bidder:

1. fails to submit the required BABA certification;
2. takes exception to the BABA requirements;
3. proposes covered non-domestic items without identifying them;
4. proposes covered non-domestic items without an approved waiver or waiver-support package acceptable to SEAPA;
5. fails to provide required supplier or manufacturer documentation; or
6. fails to commit to flow down the BABA requirements to all subcontractors, suppliers, vendors, and lower-tier purchase orders.

Only bids or proposals determined by SEAPA to be responsive to the BABA requirements will be evaluated for price, technical merit, schedule, experience, and other evaluation factors.

3. **Covered Items.** The Buy America requirement applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to the Project infrastructure.

Covered items include, but are not limited to:

1. iron and steel;
2. manufactured products;
3. construction materials;

4. electrical equipment and components;
5. substation structures and supports;
6. transformers;
7. CTs, PTs, breakers, switches, disconnects, bus, conductor, cable, grounding, control house materials, fencing, and other materials or equipment permanently incorporated into the Project.

The requirement does not apply to temporary tools, temporary scaffolding, construction equipment, or supplies brought to the site and removed at or before completion, nor to movable equipment or furnishings that are not integral to or permanently affixed to the infrastructure.

4. **Domestic Content Requirements.** The bidder shall certify that all covered items will comply with the following requirements unless covered by an approved waiver:

4.1 **Iron and Steel.** All iron and steel used in the Project must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

4.2 **Manufactured Products.** All manufactured products used in the Project must be produced in the United States. A manufactured product is produced in the United States if:

1. the product is manufactured in the United States; and
2. the cost of components mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another applicable domestic content standard applies.

4.3 **Construction Materials.** All construction materials used in the Project must be manufactured in the United States. This means all manufacturing processes for the construction material occurred in the United States.

5. **Required Bid Submittals.** Each bidder shall submit the following with its bid or proposal:

5.1 **BABA Certification**: A signed Build America, Buy America Bidder Certification.

5.2 **Covered Items List.** A preliminary list of all covered iron, steel, manufactured products, and construction materials proposed for incorporation into the Project.

The list shall include, to the extent known at bid submission:

- Item
- Manufacturer Supplier
- Country of Manufacture
- BABA Category
- Compliant / Non-Compliant / Unknown
- Documentation Provided

5.3 **Supplier and Manufacturer Documentation**

The bidder shall provide available manufacturer or supplier certifications, country-of-origin documentation, domestic-content certifications, mill certifications, assembly/manufacturing location information, or equivalent documentation sufficient to support BABA compliance.

5.4 **Exceptions List**

The bidder shall identify all items that are known or suspected to be non-compliant or for which compliance is uncertain. Failure to identify known or suspected non-compliant items may be grounds for rejection, withholding payment, or other remedies.

5.5 **Flow-Down Commitment**

The bidder shall certify that it will include the BABA requirements in all subcontracts, purchase orders, supplier agreements, and lower-tier agreements for covered items.

6. **Bid Evaluation Procedure**

SEAPA will evaluate bids using the following process:

Step 1 — Initial Responsiveness Review

SEAPA will first determine whether the bid includes the required BABA certification, covered-items list, exceptions list, and required documentation.

A bid that does not include the required BABA submittals may be rejected as non-responsive.

Step 2 — BABA Compliance Review

SEAPA will review the bid to determine whether the bidder has demonstrated one of the following:

1. all covered items are BABA-compliant;
2. any uncertain items are clearly identified with a reasonable documentation plan;
3. any non-compliant items are clearly identified and supported by an acceptable waiver-support package; or
4. an approved waiver applies.

Step 3 — Clarifications

SEAPA may request clarification or additional documentation regarding BABA compliance. SEAPA is not required to allow a bidder to cure a material BABA deficiency after bid opening.

Clarifications may not be used to materially alter the bid, substitute major equipment, or change the bidder’s price unless allowed by the procurement documents and applicable law.

Step 4 — Responsiveness Determination

SEAPA may determine a bid to be non-responsive if the bid does not demonstrate BABA compliance or an acceptable path to compliance.

Step 5 — Price and Technical Evaluation

Only bids determined to be responsive to the BABA requirements will proceed to price, technical, schedule, experience, and other evaluation criteria.

7. **Waiver Support**

If the bidder believes a covered item cannot comply with BABA, the bidder shall submit a waiver-support package with its bid or as soon as the issue is known.

A waiver-support package shall include:

1. the waiver type requested: public interest, non-availability, or unreasonable cost;
2. description of the item;
3. quantity;
4. cost;
5. country of origin;
6. manufacturer and supplier;
7. applicable PSC and NAICS codes, if known;
8. explanation of why the item is necessary for the Project;
9. domestic sourcing research;
10. domestic suppliers contacted;
11. responses received from suppliers;
12. cost comparison, if applicable;
13. schedule impact, if applicable;
14. proposed alternatives considered;
15. certification that a good-faith effort was made to solicit domestic products.

The Grant Agreement states that DOE waivers may be based on public interest, non-availability, or unreasonable cost, and that unreasonable cost means domestic items would increase the cost of the **overall project** by more than 25 percent.

No non-compliant covered item may be purchased, fabricated, shipped, delivered, or installed unless SEAPA receives written approval of an applicable waiver or written direction from AEA or DOE.

SEAPA reserves the right to contact, request information from, or require independent certification from, any of the successful Supplier's listed sub-suppliers or manufacturers.

8. **Good-Faith Domestic Solicitation**

The bidder shall make a good-faith effort to solicit domestic products for all covered items. SEAPA may require documentation of domestic sourcing efforts, including supplier outreach, manufacturer responses, published product information, or other records.

The Grant Agreement requires SEAPA to certify or provide equivalent documentation that a good-faith effort was made to solicit bids for domestic products and to maintain supplier or manufacturer proof of compliance in the project files.

9. **Post-Award Compliance**

The successful bidder shall maintain BABA compliance throughout performance of the Contract. Before procurement or installation of covered items, the Contractor shall provide final supplier and manufacturer certifications or equivalent documentation.

The Contractor shall immediately notify SEAPA if:

1. a proposed item changes;
2. a supplier changes;
3. a manufacturing location changes;
4. an item previously believed to be compliant becomes non-compliant or uncertain;
5. a waiver may be required.

Substitutions shall not be made without SEAPA's written approval.

10. **Flow-Down Requirement**

The Contractor shall include the BABA requirements in all subcontracts, purchase orders, supplier agreements, and lower-tier agreements for work or materials performed under the Project.

The Grant Agreement requires the BABA term and condition to be included in all subawards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

11. **Records and Audit**

The Contractor shall maintain complete BABA compliance records and provide them to SEAPA upon request.

Records shall include, as applicable:

1. BABA certifications;
2. supplier certifications;
3. manufacturer certifications;
4. mill certifications;
5. country-of-origin documentation;

6. component-cost documentation for manufactured products;
7. waiver-support documentation;
8. approved waivers;
9. subcontractor and supplier flow-down documentation.

SEAPA, the Alaska Energy Authority, Department of Energy, auditors, or the Office of Inspector General may request these records. The Grant Agreement requires certifications and proof of compliance to be kept with the award/project files and produced upon request.

12. **Remedies for Noncompliance**

Failure to comply with BABA requirements may result in one or more of the following remedies:

1. rejection of the bid as non-responsive;
2. rejection of materials or equipment;
3. withholding of payment;
4. denial of reimbursement;
5. requirement to remove and replace non-compliant items at the Contractor's expense;
6. suspension of work;
7. termination for default;
8. recovery of grant funds;
9. any other remedy available under the Contract, Grant Agreement, or applicable law.

BABA compliance will be evaluated as a pass/fail responsiveness requirement before price and technical evaluation. SEAPA will evaluate only those bids or proposals determined to be responsive to the Build America, Buy America requirements.

5.3.2. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

(a) Prohibition: In accordance with 2 CFR § 200.216, the Supplier is strictly prohibited from providing, procuring, or using any equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(b) Definitions: For the purpose of this clause, "covered telecommunications equipment or services" means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications

Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3. Telecommunications or video surveillance services provided by such entities or using such equipment; or

4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(c) Application to Equipment Procurement: This restriction applies directly to all hardware, software, firmware, and components integrated into the manufactured transformer assembly and its ancillary systems, including but not limited to: control cabinets, programmable logic controllers (PLCs), smart grid interfaces, temperature monitoring probes, dissolved gas analysis (DGA) monitors, relays, network switches, and fiber optic communication modules.

(d) Supplier Certification: By submitting a proposal, the Supplier certifies that the equipment delivered to the Buyer does not contain any covered telecommunications equipment, services, or hardware from the prohibited entities listed above. The Supplier shall provide a Bill of Materials (BOM) for all electronic and communication components upon request by the Buyer.

(e) Remedy for Non-Compliance: If any equipment or components delivered under this contract are found to violate this prohibition, the Supplier shall, at its own sole expense, immediately remove and replace the non-compliant equipment with compliant technology. Failure to do so shall constitute a material breach of contract and ground for immediate Termination for Cause.

(f) Flow-Down Requirement: The Supplier must insert the substance of this clause, including this paragraph (f), in all subcontracts and lower-tier supply agreements issued under this contract.

5.3.3. Termination for Convenience and Cause and Availability of Federal Funds

(a) Termination for Convenience: SEAPA reserves the right to terminate this contract, or any part hereof, for its sole convenience upon thirty (30) days' written notice to the Supplier. In the event of such termination, the Supplier shall immediately stop all manufacturing, engineering, or procurement of components, and cause any and all of its sub-suppliers to cease work. Subject to the terms of the contract, the Supplier shall be paid an equitable amount reflecting the percentage of the transformer manufactured or actual costs incurred prior to the notice of termination, plus reasonable, verifiable close-out charges. The Supplier shall not be paid for any work performed or costs incurred after the effective date of termination, nor for any anticipated profits, unperformed work, or unabsorbed overhead.

(b) Termination for Cause (Default & Failure to Deliver): SEAPA may terminate the contract immediately, in whole or in part, for cause by written notice if the Supplier fails to comply with any terms of the contract, or fails to make progress so as to endanger timely delivery of the transformer. Specific triggers for termination for cause include, but are not limited to:

1. Failure to meet agreed-upon engineering, design, or production milestones.
2. Failure to deliver the completed transformer within the mandatory delivery window specified in this RFP.
3. Failure to provide adequate assurances of future performance within ten (10) days of a written request by SEAPA.

4. Failure to maintain compliance with Build America, Buy America (BABA) or cybersecurity certifications.

In the event of a termination for cause, SEAPA shall not be liable to the Supplier for any unaccepted equipment or work, and the Supplier shall be liable to SEAPA for any and all rights and remedies provided by law, including the excess costs of re-procuring a compliant transformer from an alternative manufacturer. If it is later determined that SEAPA improperly terminated the contract for default, such termination shall automatically be deemed a termination for convenience.

5.3.4. **Compliance With The Contract Work Hours And Safety Standards Act**

(The following mandatory federal clause explicitly details the overtime pay and safe working conditions required by the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) to ensure the factory labor used to manufacture the transformer complies with federal labor standards.)

(a) Overtime Requirements: No Supplier or sub-supplier/subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(b) Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph (a) of this section, the Supplier and any sub-supplier/subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Supplier and sub-supplier/subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $31 per calendar day, or at a rate applicable at the time of the violation, for each day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for Unpaid Wages and Liquidated Damages: SEAPA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Supplier or sub-supplier/subcontractor under any such contract or any other Federal contract with the same prime Supplier, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Supplier, such sums as may be determined to be necessary to satisfy any liabilities of such Supplier or sub-supplier/subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) Safety Standards: Supplier ensures that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards promulgated by the Secretary of Labor.

(e) Flow-Down Requirement: Supplier shall insert in any subcontracts the clauses set forth in paragraphs (a) through (e) of this section and also a clause requiring the sub-suppliers/subcontractors to include these clauses in any lower-tier subcontracts. The prime Supplier shall be responsible for compliance by any sub-supplier/subcontractor or lower-tier sub-supplier/subcontractor with the clauses set forth in paragraphs (a) through (e) of this section.

5.3.5. **Access To Records And Retention Of Records**

(a) Retention Period: The Supplier shall maintain all books, records, documents, digital files, engineering drawings, supply chain bills of lading, and accounting procedures and practices related to the design, manufacture, testing, and sale of the transformer under this contract. These records must be retained for a minimum period of three (3) years from the date the Buyer submits the final expenditure report to the U.S. Department of Energy (DOE), or until all audits, litigation, claims, or exceptions have been fully resolved, whichever is later.

(b) Access to Records: The Supplier agrees to provide the Buyer, the U.S. Department of Energy, the Comptroller General of the United States (GAO), the Inspectors General, or any of their authorized representatives, access to any books, documents, papers, and records of the Supplier which are directly pertinent to this specific contract. This right of access includes the right to make transcripts, copies, and to conduct audits, examinations, and interviews of employees.

(c) Location of Audits: Audits and examinations may be performed at the Supplier's manufacturing facilities, corporate offices, or via secure electronic document transfer, at the sole discretion of the auditing federal agency or the Buyer.

(d) Build America, Buy America (BABA) Records: The Supplier must specifically retain and make available all documentation verifying the domestic origin of the iron, steel, manufactured products, and components used in the construction of the transformer. This includes, but is not limited to, mill certifications, material test reports, and sub-supplier certifications.

(e) Flow-Down Requirement: The Supplier agrees to include the substance of this entire clause in all subcontracts and lower-tier component supply agreements exceeding $10,000 issued under this contract.

5.3.6. **Debarment, Suspension, and Declared Ineligibility Status**

Suppliers must provide an active SAM.gov Unique Entity ID (UEI) with their bid. Registrations must be in active status with no exclusions.

(a) Federal Prohibition: This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 901. As such, the Supplier is required to verify that none of the Supplier's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded or disqualified by the Federal Government from participating in public procurement.

(b) Bidder Certification Required: By submitting a proposal in response to this RFP, the Bidder certifies under penalty of perjury that neither it, nor its principals, nor any sub-suppliers proposed for this contract, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. See Debarment, Suspension and Declared Ineligibility Status Form attached as **Attachment 5** hereto.

(c) SAM.gov Registration: The successful Supplier must possess and maintain an active Unique Entity ID (UEI) and an active registration in the System for Award Management (SAM.gov) with no active exclusions or exclusions for "Do Not Pay" or federal debt collection. This registration must remain active throughout the duration of the manufacturing process, testing, and final delivery of the transformer.
(d) Duty to Disclose: The Supplier shall provide immediate written notice to the Buyer if, at any time prior to or during the performance of this contract, the Supplier learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, such as a pending federal investigation or proposed debarment.

(e) Remedy for Non-Compliance: Failure of the Supplier to maintain an active, clean status on SAM.gov, or the discovery that the Supplier knowingly misrepresented its eligibility status, shall constitute a material breach of contract and shall result in immediate Termination for Cause under the provisions of this contract, without liability to the Buyer.

(f) Flow-Down Requirement: The Supplier is prohibited from entering into any lower-tier subcontract or component supply contract exceeding $25,000 for this project with a party that is debarred, suspended, or excluded on SAM.gov. The Supplier must flow down the substance of this clause to all subcontractors and component manufacturers.

5.3.7. **Domestic Preferences For Procurements (2 Cfr § 200.322)**

(a) Domestic Preference Requirement: As appropriate and to the greatest extent consistent with law, the Supplier must, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) Definitions: For purposes of this clause:

1. *"Produced in the United States"* means the production of a manufactured good, the extraction of an industrial mineral, or the manufacturing of a component or material occurs in the United States.

2. *"Manufactured products"* means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Transformer Sub-Components: This domestic preference applies to the greatest extent practicable to all primary and secondary components of the substation transformer, including but not limited to the transformer tank, core steel, copper windings, insulating fluids, bushings, tap changers, control wiring, and exterior protective coatings.

(d) Flow-Down Requirement: The Supplier must flow down the requirements of this section, including this paragraph (d), to all sub-suppliers/subcontractors, component manufacturers, and lower-tier contractors engaged for this procurement.

If your proposed 115/34.5kV Power Transformer does not comply with BABA requirements, you must complete the attached Domestic Non-Availability and Cost Justification Form (**Attachment 6 hereto**) . Failure to provide verified data from a minimum of three (3) domestic manufacturers will result in immediate disqualification of your proposal.

5.3.8. **Secured Grid Supply Chain And Foreign Adversary Risk Mitigation**

(a) Prohibition on Foreign Adversary Equipment: The Supplier/Manufacturer certifies that the substation transformer, including all components, sub-components, and integrated software or firmware, does not originate from, and has not been manufactured, transferred, or installed by any person or entity owned, controlled, or subject to the jurisdiction of a designated "Foreign Adversary" country.

(b) Designated Foreign Adversaries: For the purposes of this contract, "Foreign Adversaries" include:

1. The People’s Republic of China (including the Hong Kong Special Administrative Region);
2. The Russian Federation;
3. The Islamic Republic of Iran;
4. The Democratic People’s Republic of Korea (North Korea);
5. The Republic of Cuba; and
6. The Bolivarian Republic of Venezuela (under the regime of Nicolás Maduro).

(c) Applicable Critical Components: This sourcing prohibition applies strictly to all critical Bulk-Power System (BPS) elements embedded within or attached to the transformer, including but not limited to:

1. Main core steel and winding copper;

2. High-voltage bushings and tap changers;

3. Industrial Control Systems (ICS), Distributed Control Systems (DCS), and Safety Instrumented Systems (SIS);

4. Programmable Logic Controllers (PLCs), digital relays, meters, and monitoring equipment; and

5. Any software, firmware, or digital diagnostic platforms used to manage or monitor transformer operations.

(d) Sourcing Traceability: Upon request by the Buyer or authorized officials of the DOE, the Supplier must provide documentation tracing the supply chain origin for all critical electronic, digital, and structural components of the transformer to ensure compliance with this section.

(e) Remedy for Violation: If any component of the delivered transformer is discovered to be in violation of these security parameters, it will be considered a material breach of contract. The Supplier shall be liable for all costs associated with the immediate removal, replacement, and remediation of the non-compliant equipment under the Termination for Cause provisions of this agreement.

5.3.9. **Socioeconomic Contracting And Affirmative Steps (2 Cfr § 200.321)**

(a) Affirmative Compliance: In accordance with 2 CFR § 200.321, the Buyer is committed to ensuring that small businesses, minority-owned business enterprises (MBEs), women's business enterprises (WBEs), and labor surplus area firms are utilized to the greatest extent practicable in federally funded procurements.

(b) Supplier Obligations: The successful Supplier/Manufacturer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If the Supplier intends to outsource any portion of the transformer manufacturing, engineering, component supply, testing, or logistics/shipping, the Supplier must:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.

(c) Documentation Required: The Supplier shall maintain records of its affirmative efforts to recruit and utilize small, minority, and women-owned sub-suppliers and logistics firms for this project. The Supplier must provide a summary of these efforts or a statement of sub-vendor diversity upon request by the Buyer.

(d) Flow-Down Requirement: The Supplier must flow down the substance of this clause to all sub-suppliers/subcontractors and primary component vendors engaged under this agreement.

5.3.10 **Byrd Anti-Lobbying Amendment Compliance (31 U.S.C. § 1352)**

This procurement is funded in whole or in part by the U.S. Department of Energy (DOE) Grid Deployment Office under the Infrastructure Investment and Jobs Act (IIJA), Section 40101(d) — Preventing Outages and Enhancing the Resilience of the Electric Grid Program.

Bidders applying or bidding for an award of $100,000 or more must complete, sign, and submit the attached required Byrd Anti-Lobbying Certification Form **(Attachment 7** hereto) with their formal proposal submission.

Pursuant to 31 U.S.C. § 1352, each tier certifies to the tier above that it has not used and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant, the bidder must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Bidders must flow down these requirements to all subcontractors and subawardees at every tier exceeding $100,000.

Any bid submission totaling $100,000 or more that fails to include the executed Byrd Anti-Lobbying Certification shall be deemed non-responsive and rejected without further evaluation.

Section 6.0
Qualifications Submission

6.0 **Bidders must submit the following with their bid:**

1. **Technical Capabilities & Compliance**

- Engineering Expertise: Supplier's in-house engineering capabilities to customize kVA ratings, voltage configurations, and cooling systems.
- Regulatory Compliance: Assurance that manufacturer’s designs strictly comply with applicable industry standards (e.g., IEEE/ANSI, IEC).
- Manufacturing Scope: Experience in building transformers of equivalent or higher voltage and MVA capacity to the specific substation project.

2. **Manufacturing & Testing Facilities**

- Factory Acceptance Testing (FAT): Verification that Supplier's facilities include the necessary testing equipment (e.g., short-circuit withstand, partial discharge, and dielectric tests) and if third-party/witnessed testing is supported.
- Quality Certifications: Proof of ISO 9001 (Quality Management) and ISO 14001 (Environmental Management) certifications.
- Sub-supplier Visibility: Submit a detailed bill of materials showing sub-suppliers for critical components.

3. **Past Performance & References**

- Utility-Grade References: Submit a portfolio of similar projects supplied to utilities or large industrial operations over the past 3–5 years.
- Client Contact Information: Submit references with names, phone numbers, emails, and project details for Owner to check on the manufacturer's historical delivery adherence and reliability. Submit the locations Supplier delivered the transformer to with the references.

4. **Delivery & Logistics**

- Logistics & Transport: Submit your shipping, handling, and insurance plans. Transformer transit damage is highly common, so the Supplier must detail its bracing, moisture monitoring, and on-site delivery capabilities.
- Lead Times: Submit your manufacturing and delivery timelines so Owner can review alignment with our required construction and commissioning schedules.

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 bid 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. Bidder is responsible for ensuring that the attached *Addendum Acknowledgment and Signature Page 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 are issued and bidder fails to acknowledge their receipt on the bid form, the failure to acknowledge shall render the bid non-responsive.

Section 9.0
Notice of Pending Contract and Negotiation Rights

The draft contract for the procurement of the transformer is currently under development and will be issued to all prospective bidders via a formal addendum prior to the proposal submission deadline. SEAPA reserves the right to negotiate and modify any and all final contract terms and conditions with the successful supplier prior to contract award. The contract will include General Terms and Conditions (with attached Insurance Requirements) and Supplemental Terms and Conditions, and may also incorporate Down Payment Bond terms.

Section 10.0
Payment Terms/Schedule

SEAPA's payment terms are Net 30 upon approval of payment requests by SEAPA. The successful Supplier shall submit payment requests to SEAPA by e-mail in electronic format (Adobe or Word) to accounting@seapahydro.org.

Section 11.0
Terms of Bid and Awarded Contract

11.1 Price Validity Upon Submission of Bid

Submission of a bid signifies that the quoted services and prices remain subject to acceptance for ninety (90) days after the actual bid opening date.

11.2. Price Validity Following Contract Conformance

Following contract conformance, a fully executed Contract between Agency and the successful Supplier signifies that the quoted services and prices submitted by the successful Supplier are valid through to completion of the Project, which is stated to be upon SEAPA's signed and dated Notice of Completion issued to the Supplier.

Section 12.0
Acceptance of Proposal Contents

The contents of this RFP will become contractual obligations if a contract ensues.

Section 13.0
Evaluation Criteria

Bids will be compared and analyzed considering such things as price, delivery date, experience of the Supplier with equipment, and bid responsiveness as follows:

Bid proposals will be evaluated on the following criteria:

Evaluation Criteria for Transformer Procurement	Score
Total Bid Price (Delivered Duty Paid, Incoterms® 2020) to Ketchikan Substation Site)	30%
Guaranteed Delivery Date	30%
Qualifications and Experience of Supplier with equipment	20%
Approach and Warranty	15%
Bid Responsiveness	5%

Section 14.0
Award of Contract/Appeals Process

14.1 Appeals

14.1.1. 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.

14.1.2. 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.

14.1.3. 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 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 a Regular Board Meeting currently scheduled **on or before September 30, 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.

14.1.5. 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, Payment, and Down Payment Bonds, and Certificates of Insurance. Contract negotiations will commence following the Notice of Award.

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

14.1.7. Notice to Proceed. After contract conformance has been successfully completed, a Notice to Proceed shall be issued and Supplier shall proceed with the Work.

Section 15.0
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 Supplier shall ensure that all subcontractors 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 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. The successful respondent must be able to formally invoice SEAPA for services rendered.

Section 17.0
Bid Security | Performance, Payment, and Down Payment Bonds

17.1 Bid Security: See Section 5.2.6 herein.

17.2 Within 10 days of SEAPA's Notice of Award to the successful Supplier, the Supplier must furnish either **Corporate Surety Bonds** or an acceptable **Letter of Credit (LOC)** from a bank with sound financial standing, record of service satisfactory to SEAPA, and that is also authorized to do business in Alaska, or Seattle, Washington, to guarantee faithful performance and down payment returns. All monetary amounts must be in U.S. Dollars.

Required Corporate Surety Bonds:

- **Performance & Payment Bonds:** 25% of the Contract Price.
- **Down Payment Bond:** 5% of the Contract Price. A sample Down Payment Bond form is attached as **Attachment 8** to this RFP.
- **Surety Approval:** Must be from a corporate surety approved by SEAPA.
- **Power of Attorney:** Attorneys-in-fact signing the bonds must file a certified, effective-dated copy of their power of attorney with each bond.

Alternative Letter of Credit (LOC) Option:

Acceptable amounts are:

- **In lieu of Down Payment Bond:** 5% of the Contract Price.
- **In lieu of Performance & Payment Bonds:** 25% of the Contract Price

The party to whom the contract is awarded will be required to execute Contract No. 26026 and obtain the three bonds or Letter(s) of Credit in lieu of the bonds, and any other requirements as instructed in the Notice of Award delivered to the successful Supplier. Notice of Award shall be delivered electronically via email to the successful Supplier's designated representative indicated in its bid. The Notice of Award shall be accompanied by the necessary Agreement and sample bond forms.

Section 18.0
Interpretations / Supplier Inquiries and Clarifications

All inquiries regarding the meaning or intent of the Contract Documents must be submitted in writing via email to the Owner at ContAdmin@seapahydro.org. Inquiries will be addressed at the Owner's discretion.

To ensure all bidders have equal access to information, interpretations or clarifications deemed material to all Suppliers will be issued via written addenda. These addenda will be published on SEAPA's website at https://www.seapahydro.org/opportunities/bids-projects page prior to the bid opening.

Respondents may submit written inquiries concerning this RFP until September 8, 2026, at 4:00 P.M. AKDT. Questions received after this deadline will not be answered.

Bidders are advised that oral interpretations are non-binding. Any clarification, explanation, or answer provided by anyone other than the Owner via an official written addendum will have no legal effect.

Section 19.0
English Language Requirements

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

Section 20.0
Appendices and Attachments to this RFP

Appendices:

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(30 pages)</td><td colspan="3">Transformer Specifications S03-D-01-3003-R00</td></tr>
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(7 pages)</td><td colspan="3">Submittal Specifications 01 33 00</td></tr>
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(6 pages)</td><td colspan="3">Drawings</td></tr>
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Attachments:

1. Bid Schedules and Equipment Data Sheets with BABA Certification Form attached
2. General Information Form
3. Assumptions, Clarifications, and Exceptions Form
4. Bid Bond Form
5. Debarment, Suspension and Certification Form
6. Domestic Non-Availability and Cost Justification Form
7. Byrd Anti-Lobbying Certification Form
8. Down Payment Bond Form