

KETCHIKAN PUBLIC UTILITIES
Ketchikan, Alaska

BEAVER FALLS SWITCHGEAR REPLACEMENT
CONTRACT NO. 21-20



MAYOR

DAVID KIFFER

VICE MAYOR

MARK FLORA

CITY COUNCIL

**RILEY GASS
JAI MAHTANI
JANALEE GAGE
ABBY BRADBERRY
JUDY ZENGE**

GENERAL MANAGER (ACTING)

LACEY G. SIMPSON

ELECTRIC DIVISION MANAGER

ANDREW DONATO

ELECTRIC SYSTEM ENG. MANAGER

JEREMY BYNUM, P.E.

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PART I

AGREEMENT
FOR
BEAVER FALLS SWITCHGEAR REPLACEMENT
CONTRACT NO. 21-20

THIS AGREEMENT made and entered into this _____ day of _____, 20_____, by and between the **CITY OF KETCHIKAN dba KETCHIKAN PUBLIC UTILITIES**, a municipal corporation, 334 Front Street, Ketchikan, Alaska 99901, hereinafter called "**OWNER**", and _____, whose address is _____, licensed and qualified to do business within the State of Alaska, hereinafter called "**CONTRACTOR**".

RECITALS

- (a) The **OWNER** desires the performance, provision and accomplishment of the work, services an/or materials described and set forth in Section 1.
- (b) The **CONTRACTOR** represents that it is ready, able and qualified to perform, and will perform, in all respects, all of the work, services and materials, and to otherwise perform all of the terms, covenants, conditions and provisions of the Agreement in the manner, at the times, and for the consideration hereafter provided.

NOW, THEREFORE, for and in consideration of the terms, covenant, conditions and provisions contained herein, and/or attached and incorporated herein and made a part hereof, the parties hereto agree as follows:

Section 1: Agreement to Perform

The **OWNER** hereby agrees to engage the **CONTRACTOR**, and the **CONTRACTOR** hereby agrees to perform, complete, provide and furnish, in a timely and proper manner, and pursuant to and in accordance with all of the terms, covenants, conditions and provisions of the agreement, all of the work, services, labor and materials required to accomplish all of the work described in Section 2 (Scope of Work) hereof at the times, in the manner, and for the consideration and payments hereinafter set forth.

Section 2: Scope of Work

The **CONTRACTOR** shall perform, supply, and provide all of the work, services and/or materials (hereinafter collectively referred to as "work") as follows:

To complete a switchgear design including plans and specifications as approved, provide switchgear equipment and installation at the Beaver Falls Powerhouse. Work shall include complete design, replacement of switchgear, replacement of controls, and replacement of cables; and as set forth and described in **Section 3.1** (Specifications & Conditions) attached hereto and incorporated herein by this reference.

Section 3: Time for Commencement and for Completion of Work

- (a) Commencement. **CONTRACTOR** shall commence the work called for in this agreement upon the commencement date specified in the "Notice to Proceed" given by the **OWNER**.
- (b) Completion. Upon giving of "Notice to Proceed", the work called for in this agreement shall be performed and completed as follows:

As set forth and described in **Section 3.1** (Specifications & Conditions) attached hereto and incorporated herein by this reference.

- (c) Terms of Agreement. Contract Period. As set forth and described in **Section 3.1** (Specifications & Conditions) attached hereto and incorporated herein by this reference.
- (d) Price Adjustments. Contract prices are to remain firm through December 31, 2022.
- (e) Liquidated Damages.
 1. The CONTRACTOR agrees to complete all work and construction called for and as defined in the Contract Documents, to the satisfaction of the OWNER within the time for completion as specified in Section 2 above. Failure to complete the contract on time will subject the CONTRACTOR to payment of liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day until substantial completion, and then Five Hundred Dollars (\$500.00) per calendar day until final completion and acceptance. The City will withhold liquidated damages from the final payment to the CONTRACTOR if at the fault of the contractor.
 2. The sum of all liquidated damages shall not exceed Twenty Percent (20%) of the total contract amount.

Section 4: Compensation and Payment. For, and in consideration of the timely and proper performance of work authorized as provided herein, the OWNER shall pay the CONTRACTOR as follows:

- (a) Per **Section 1.6** (Contractor's Proposal); and
- (b) Per Agreement, **Section 29. Maximum Amount of Contract.**

Section 5: No additional Work. No claim for additional work services or materials, not specifically and expressly requested and authorized as provided for in this Agreement, or by a written amendment thereto signed by both parties, done or furnished by the CONTRACTOR, will be allowed or paid by the OWNER, and the CONTRACTOR.

Section 6: OWNER's Contracting Officer. For purposes of this Agreement, the OWNER's Contracting Officer shall be the KPU Electric Division Manager, or such other person, as is designated in writing by such person.

Section 7: Compliance with Guidelines and Procedures. The CONTRACTOR shall provide and perform all work, services and/or materials in full, strict and complete compliance with all the following procedures and guidelines:

Such rules, regulations and guidelines, as fixed by City of Ketchikan d/b/a Ketchikan Public Utilities and contained in **Section 2.1** (General Conditions) and **Section 3.1** (Specifications & Conditions).

Section 8: CONTRACTOR Qualified. The CONTRACTOR expressly represents and warrants it is now and shall continue to be at all times during the performance of this Agreement, the holder of all required or necessary professional, business or other licenses or permits and is qualified and capable of performing all of the work covered or called for by this Agreement and is presently ready, able and will to undertake and perform all of such work and services, and to supply all necessary materials and equipment, at the times, and in a non-negligent professional workmanlike manner which prevails within the industry, and pursuant to the terms, conditions and provisions, and for the compensation and payments as herein provided.

Section 9: CONTRACTOR Responsible for Personnel. The CONTRACTOR has or will secure, at CONTRACTOR's own cost and expense, all personnel required to perform this Agreement in a timely and proper manner. The parties hereto agree and understand that such personnel shall in no event be deemed to be, and are not, employees, agents, or representatives of the OWNER and such persons shall have no contractual or other relationship with the OWNER, and the OWNER shall have no responsibility or liability whatsoever to any of said persons, or for the acts or omissions of any of such persons.

Section 10: Personnel Supervision. **CONTRACTOR** agrees that all work and services required or provided under this Agreement shall be performed personally by the **CONTRACTOR**, unless otherwise authorized in writing by the **OWNER's** Contracting Officer, and in such event all personnel engaged in any such work shall be fully qualified, and shall be licensed and authorized under applicable federal state and local laws to perform such services.

Section 11: Independent CONTRACTOR. The parties hereto expressly agree that the **CONTRACTOR** shall be and is an independent contractor and is not an employee or agent of the **OWNER**, as is, therefore, entitled to no insurance coverage, whether worker's compensation or otherwise, and no other benefits accorded to **OWNER's** employees. No withholding, FICA, or other taxes (whether income, sales or otherwise) or other amounts will be withheld from the payment due to the **CONTRACTOR**, it being understood that the **CONTRACTOR** is solely responsible therefore, provided **OWNER** shall be entitled to withhold such retainage or other amounts from any progress or other payments as have been provided for elsewhere in the Agreement.

Section 12: Forms to be Provided to CONTRACTOR. The **OWNER** shall provide the **CONTRACTOR** with any special forms required by the **OWNER** for reporting to the **OWNER** and the necessary instructions regarding proper use of the forms.

Section 13: Termination:

(a) Termination for Cause. This Agreement may be terminated, in whole or in part, in writing by **OWNER** in the event of failure by **CONTRACTOR** to fulfill any of the terms and conditions of this Agreement upon the giving of not less than five (5) calendar days prior written Notice of Intent to Terminate in the manner provided in Section 23 hereof.

(b) Termination for Convenience of OWNER. This agreement may be terminated in whole or in part in writing by the **OWNER** for **OWNER'S** convenience provided the **CONTRACTOR** is given no less than five (5) calendar days, or such other prior written notice of intent to terminate in the manner provided or such other period of notice as is specified in Section 28 hereof.

(c) Upon receipt of a termination notice pursuant to paragraphs (a) or (b) above, the **CONTRACTOR** shall promptly discontinue all services unless the notice directs otherwise.

(d) Upon the termination pursuant to paragraph (a) or (b) above, the **OWNER** may, but shall not be required to, take over the work and prosecute the same to completion by agreement with another person or otherwise, may elect to complete the work itself, or to not proceed further with the work and project.

(e) No other damages, whether for lost profits or otherwise, other than the amounts allowed and computed as provided for in this Section 13 shall be due or payable to **CONTRACTOR** in the event of termination.

Section 14: Changes or Modifications. Any change in any regulations or requirements applicable to the work called for herein, made, caused or imposed by, or as a result of, the action of any federal, state, or other governmental agency that has or will provide all or any portion of any funds for payment for the work or project which is the subject of this agreement shall automatically become part of an amendment to this agreement and the **CONTRACTOR** shall comply therewith.

Section 15: Conflict of Interest. The **CONTRACTOR** covenants, warrants and represents that the **CONTRACTOR** has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter of the performance of this agreement. The **CONTRACTOR** further covenants, warrants and represents that in the performance of this agreement, no person having any such interest shall be employed.

Section 16: Information Confidential. All information, and work products relating to or generated pursuant to this agreement shall be kept confidential and shall not be disclosed, discussed or made available to any other person or organization by the **CONTRACTOR**, its employees or representatives, without the prior written approval of the **OWNER** and the further consent of any other agency as may be required by the **OWNER**.

Section 17: Reporting and Records. At any time during normal business hours, and as often as the **OWNER** or any agency providing any portion of the funds provided to the **OWNER** for this project deems necessary, there shall be made available to the **OWNER** or to such other funding agency and/or their representatives, at a location within the City of Ketchikan, or other location acceptable to the **OWNER**, any and all books, records and documents regarding matters covered or related to this agreement or the performance of, or payment for, the work called for herein, and the **OWNER** and/or such agencies shall be entitled to make audits and copies of all books, records, contracts, invoices, receipts, payrolls, records or personnel, and other documents or data relating to any and all matters covered by this agreement or performance of payment for the work called for herein.

Section 18: Insurance.

(a) **CONTRACTOR** shall keep and maintain the following policies of insurance, with the City of Ketchikan d/b/a Ketchikan Public Utilities listed as additional insured on all policies, and with all rights of subrogation waived on the Worker's Compensation policy, as respects to Ketchikan Generator No. 4 Rotor & Stator Rewind, Contract No. 21-18:

1. General Commercial Liability Insurance not less than \$1,000,000 per occurrence / \$2,000,000 aggregate limits, City of Ketchikan d/b/a Ketchikan Public Utilities named as Additional Insured;
2. Automobile Liability Insurance, including coverage for owned, non-owned, leased, or hired vehicles not less than \$1,000,000 per accident, City of Ketchikan d/b/a Ketchikan Public Utilities listed as Additional Insured;
3. \$1,000,000 each claim Professional Liability Insurance;
4. Statutory Worker's Compensation Insurance required by Alaska Worker's Compensation Statute and will include Employer Liability Insurance with limits not less than \$1,000,000/\$1,000,000/\$1,000,000

(b) Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the **OWNER** prior to execution of this agreement by the **OWNER**, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy.

Section 19: Independent Contractor; No Authority to Bind Owner. The parties hereto agree that **CONTRACTOR** is an independent **CONTRACTOR** and is not, and shall not be construed to be a partner, joint venture, employee or agent of the **OWNER** and shall not, and is not authorized to, enter into or make any contracts, agreements, or enter into any other understanding with any other person, corporation, partnership, joint venture, or other entity, in the name of or for the benefit of the **OWNER**.

Section 20: No Third Party Beneficiaries. Nothing in this agreement shall be construed to give any person other than the **OWNER** and the **CONTRACTOR** any legal or equitable right, remedy or claim under this agreement, but it shall be held to be for the sole and exclusive benefit of the **OWNER** and the **CONTRACTOR**.

Section 21: Payment of Taxes. The **CONTRACTOR** shall timely pay all federal, state and local sales, excise or other taxes or assessments incurred by the **CONTRACTOR**.

Section 22: Assignment and Subletting Prohibited. The **CONTRACTOR** shall not assign, transfer, convey, pledge, hypothecate, sublet, subcontract, or otherwise dispose of or encumber this agreement, or the rights there under, nor shall the **CONTRACTOR** delegate any of **CONTRACTOR'S** duties hereunder without the prior written consent of the **OWNER**. Any such attempted assignment, transfer, conveyance, pledge, hypothecations, subletting, or other disposition, or the attempted assignment, disposition or delegation of duties or rights shall be null and void and of no force or effect and shall be grounds and cause for immediate termination of this agreement without liability by and the option of the **OWNER**.

Section 23: Notice. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail at the address set for below. Either party may change its address by notifying the

other party of its change or address in writing. Notice shall be served personally, or upon the expiration of twenty-four (24) hours after the time of mailing if mailed as provided in this section.

OWNER:

KETCHIKAN PUBLIC UTILITIES
334 Front Street
Ketchikan, Alaska 99901
Attention: Lacey G. Simpson
General Manager (Acting)

CONTRACTOR:

Attention: _____

Section 24: Equal Employment Opportunity.

(a) The **CONTRACTOR** shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, or sex. The **CONTRACTOR** will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The **CONTRACTOR** shall state in all solicitations or advertisements for employees to work on contract jobs to be let in the performance of this agreement, that all qualified applicants will receive consideration for employment without regard to races, color, religion, national origin, ancestry, age or sex.

(c) The **CONTRACTOR** agrees to fully cooperate with the office or agency of the State of Alaska which seeks to deal with the problem of unlawful or invidious discrimination, and with all other state efforts to guarantee fair employment practices under this agreement, and said **CONTRACTOR** will comply promptly with all requests and directions from the State Commission of Human Rights and any of its officers or against relating to prevention of discriminatory employment practice.

(d) Full cooperation as expressed in the foregoing clause (s) shall include, but not be limited to, being a witness in any proceeding involving questions of unlawful or invidious discrimination if such is deemed necessary by any official or agency of the state of Alaska, permitting employees of said **CONTRACTOR** to be witnesses or complainants in any proceeding involving questions of unlawful or invidious discrimination, if such is deemed necessary by any official or agency of the State of Alaska, or the **OWNER**, participating in meetings, submitting periodic reports of the equal employment aspects of present and future employment, assisting in inspection of relevant facilities, and promptly complying with all state directives deemed essential by any office or agency of the State of Alaska, or the Owner, to insure compliance with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

- (e) Failure to perform any of the above agreement pertaining to equal employment opportunities shall be deemed a material breach of the contract and sufficient ground for termination of this agreement for cause without liability.

Section 25: Worker's Compensation Coverage. The **CONTRACTOR**, if subject to the provision of the Alaska Worker's Compensation Act (AS 23.30), shall, upon request, provide the **OWNER** and the State of Alaska with proof, furnished by the insurance carrier, of current coverage by worker's compensation with an insurance company or association authorized to transact such business in the State of Alaska, or an approved current certificate of self-insurance by the Alaska Worker's Compensation Board. The **CONTRACTOR** further acknowledges and agrees that in the event it fails to maintain proper Worker's Compensation coverage, the state will implement the provision of AS 23.30.045 (c) and the **OWNER**, at its option, may terminate this agreement for cause without liability.

Section 26: Pay Request, Statement Concerning Claims and Final Release.

- (a) The **CONTRACTOR'S** request for a final payment shall be accompanied by an executed statement concerning the claims on the form attached hereto as Section 4.1 (Contractor's Statement Concerning Claims).
- (b) Upon satisfactory completion of all of the work to be performed hereunder, and prior to final payment under this agreement for such work, or prior to payment of any amounts upon termination of the agreement, and as a condition precedent thereto, the **CONTRACTOR** shall execute and deliver to the **OWNER** a release of all claims against the **OWNER** arising under or by virtue of this agreement on the form attached hereto as Section 4.2 (Release, Waiver and Discharge of all Claims and Liens).

Section 27: Miscellaneous.

- (a) Relationship of Parties. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither method of computation of payment nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of **OWNER** and an independent **CONTRACTOR**.
- (b) Terminology. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
- (c) Non-waiver. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.
- (d) Law Applicable. The laws of the State of Alaska shall govern the construction, validity, performance and enforcement of this agreement. Venue as to any action, claim or proceeding arising out of, or based upon this agreement, including, but not limited to any action for declaratory or injunctive relief, shall be the appropriate court sitting in the City of Ketchikan, First Judicial District, Alaska.
- (e) Successors and Assigns. Except as otherwise provided herein, the covenants, agreements and obligations herein contained shall extend to bind and insure to the benefit not only of the parties hereto but their respective personal representatives, heirs, successors and assigns.

(f) Compliance with Laws and Regulations. **CONTRACTOR** shall at **CONTRACTOR'S** sole cost and expense, comply with all of the requirements of all federal, state and local laws, ordinance, or regulations now in force, or which may hereafter be in force, pertaining to this agreement, or the project or work to be performed, and shall faithfully observe in the performance of this agreement, all federal, state and local laws, ordinances and regulations now in force or which may hereafter be in force.

(g) Terms Construed as Covenants and Conditions. Every term and each provision of the agreement performable by **CONTRACTOR** shall be construed to be both a covenant and a condition.

(h) Time of the Essence. Time is of the essence of each term, condition, covenant and provision of this agreement.

(I) Entire Agreement. This agreement and any schedules, appendices or exhibits attached hereto sets forth all the covenants, promises, agreements, conditions and understandings between the parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or additional to this agreement, or any schedule, appendix, exhibit or attachment thereto shall be binding upon the parties hereto unless reduced to writing and signed by both parties. This agreement constitutes a final, complete, and exclusive statement of the agreement between the parties.

(j) Severability. In the event any provision of this agreement is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(k) Corporate Authority. If **CONTRACTOR** is a corporation, **CONTRACTOR** shall deliver to the **OWNER** at the time of execution of this agreement a certified copy of a resolution of its board of directors authorizing the execution of this agreement and naming the officers that are authorized to execute this agreement on behalf of the corporation.

Section 28: Additional Terms and Conditions. This agreement is subject to each of the additional terms, covenants, conditions and provision attached hereto as Sections 1.1-1.12, Section 2.1, Section 3.1, Sections 4.1-4.3 which are hereby expressly referred to and incorporated herein as though set forth in full.

Section 29: Maximum Amount of Contract. Contractor acknowledges and agrees Owner's funding is of a limited nature and source and Owner shall in no event be liable for payment of any amounts under this Agreement, or otherwise, in excess of the total amount of One Million two-Hundred Thousand Dollars (\$1,200,000), and at such times as the total amount paid or due, or claimed by Contractor, reaches a total of One Million two-Hundred Thousand Dollars (\$1,200,000), Contractor shall forthwith notify Owner thereof. It shall be the Contractor's obligation to notify Owner and to assure no work in excess of said total sum of One Million two-Hundred Thousand Dollars (\$1,200,000) is done and any work done in excess thereof shall not entitle Contractor to any payment and Contractor expressly waives any claim therefor, unless such additional work was separately authorized in writing as a written change order or amendment to this Agreement prior to commencement and performance of any such additional work.

NOTICE TO CONTRACTORS INVITING PROPOSALS

NOTICE IS HEREBY GIVEN THAT the City of Ketchikan, Alaska d/b/a Ketchikan Public Utilities invites sealed proposals for the

Beaver Falls Switchgear Replacement **Contract 21-20**

Sealed Proposals will be received in the Office of the City Clerk, City of Ketchikan, 334 Front Street, Ketchikan, Alaska 99901, until 2:00 PM, December 3, 2021, and then and there will be opened and publicly read aloud. All potential proposer should be aware that Alaska is considered a "remote location" by express carriers. FedEx, UPS, and similar carriers **do not** guarantee overnight delivery. All Proposals should be sent **at least (2) two full business days** before the due date if being sent via the above referenced carriers.

Proposals may also be electronically submitted on the City of Ketchikan's website at www.ktn-ak.us/bids.

Contract Documents, including form of Agreement, drawings, specifications, and other Contract Documents are on file and may be examined and/or obtained at the following address:

City of Ketchikan website
www.ktn-ak.us/bids

Proposers and/or contractors are notified to examine thoroughly the proposal instructions contained in the Information for Proposers and all of the other Contract Documents, and the site of the Project before submitting their Proposals.

Each proposal shall be submitted on the "Bid Proposal" or Proposal form furnished, shall conform and be responsive to the Contract Documents for said work, materials and equipment, as indicated in the Information for Proposers.

Local Preference. Preference may be made to local persons in the award in accordance with the Ketchikan Municipal Code, Section 3.12.040(c)(4).

Contractor's Licensing Laws. All Proposers and Contractors shall be licensed at the time of submitting a proposal in accordance with the laws of the State of Alaska and any Proposer or Contractor not so licensed is subject to the penalties imposed by such laws and the Proposal of such Proposers may be rejected.

Right to Reject Proposals. The City reserves the right to reject any or all proposals and to determine which Proposal, if any, should be accepted in the best interests of the City. The City further reserves the right to waive any informality or irregularity in the proposals or proposing. Proposals received after the time announced for opening will not be considered.

Employment Preference. Proposers shall familiarize themselves with the employment requirements set forth in Chapter 10 [Employment Preference] of Title 36 (AS 36.05.005, et seq.), and any amendments thereto and all regulations implementing the same, and it shall be the responsibility of the Contractor to comply with all of the provisions relating thereto.

Withdrawal of Proposals. No proposer may withdraw their proposal after the time announced for the opening, or before both the award and execution of the agreement, unless the award is delayed for a period in excess of (60) sixty days.

ADVERTISEMENT FOR PROPOSALS

The City of Ketchikan d/b/a Ketchikan Public Utilities requests sealed proposals for **Beaver Falls Switchgear Replacement, Contract No. 21-20, consisting of a design, replacement of switchgear, replacement of controls, and replacement of cables for the Beaver Falls Powerhouse.**

Sealed proposals must be received by **2:00 p.m., local time, December 3, 2021** at the office of the City Clerk, 334 Front Street, Ketchikan, Alaska 99901. Proposals may be electronically submitted at www.ktn-ak/bids. Proposal documents are available on the City of Ketchikan web page. There is no charge for the proposal documents. Local Bidder Preference applies per KMC 3.12.040(c)(4). Inquiries about this project should be made to Jeremy Bynum, PE, KPU Electric, at jeremyb1@ktn-ak.us or (907) 225-5505.

The City of Ketchikan reserves the right to reject any or all proposals and to waive any informality or technicality in the interest of the City.

Ketchikan Public Utilities

Lacey Simpson
General Manager (Acting)
334 Front Street
Ketchikan, Alaska 99901

Certified a true and correct copy of the within and foregoing faxed or mailed to the Ketchikan Daily News on the 15th day of November 2021, for publication of a legal ad on the following dates:

NOVEMBER 17TH, 2021

NOVEMBER 20TH, 2021

NOVEMBER 24TH, 2021

By Jeremy Bynum, PE
Ketchikan Public Utilities
Electric System Engineering Manager

Beaver Falls Switchgear Replacement
Contract No. 21-20

INFORMATION FOR PROPOSERS

1. **PREPARATION OF PROPOSALS.** The City of Ketchikan, hereinafter referred to as the **OWNER**, invites proposals and contract documents to be submitted at such time and place as is stated in the Notice to Contractors Inviting Proposers. All **documents** must be appropriately filled in with typewriter or ink, and all prices must be stated in both words and figures.

All proposals must be submitted in sealed envelopes bearing on the outside the name of the project for which the proposal is submitted, or submitted on the City of Ketchikan's website. It is the sole responsibility of the Proposer to see that his proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the Proposer unopened.

2. **SIGNATURES.** All proposals shall give the price proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Proposer or his authorized representative with his address. If the proposal is made by an individual, his name, signature and post office address must be shown; if made by firm or partnership, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of state under the laws of which the corporation is incorporated, and the title of the person who signs on behalf of the corporation.

3. **MODIFICATIONS.** Changes in or additions to the proposal forms, recapitulations of the work proposal upon, alternative proposals or any other modifications of the proposal form which are not specifically called for in the Contract Documents may result in the **OWNER'S** rejection of the proposal as not being responsive to the Notice to Contractors Inviting Proposals. No oral or telephone modification of any proposal submitted will be considered. Any Proposer may modify his proposal by submitting a written modification signed by the Proposer, or by a signed facsimile communication [at fax No. (907) 225-5075] at any time prior to the scheduled closing time for receipt of proposals, provided such communications is received by the **OWNER** prior to the closing time, and, provided further, the **OWNER** is satisfied that a written confirmation of the facsimile modification over the signature of the Proposer was mailed prior to the closing time. The facsimile communication should not reveal the proposal price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed proposal is opened. If written confirmation is not received within three (3) days from the closing time no consideration will be given to the facsimile modification.

4. **ERASURES.** The proposal submitted must not contain any erasures, interlineations or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the corrections the surname of the person or persons signing the proposal.

5. **EXAMINATION OF THE SITE, DRAWINGS, ETC.** Each Proposer is encouraged to visit the site of the proposed work and fully investigate and become acquainted with the conditions relating to the work and labor, logistical difficulties, and other conditions and restrictions attending the execution of the work under this contract. Proposers shall thoroughly examine and be familiar with the Contract Documents. The failure or omission of any Proposer to receive or examine any forms, instrument or addendum or other document or to visit the site, take and make soils or other tests, and fully acquaint himself or herself with conditions there existing shall in no way relieve the Proposer from obligations with respect to his proposal or to full performance of the Contract and for the price proposal. The submission of a proposal shall be taken as conclusive evidence of compliance with this section.

6. **ADDENDA.** Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the proposal period. Failure to so acknowledge may result in the proposal being rejected as not responsive. Addenda items may be posted on the City of Ketchikan Internet site.

7. **PROPOSAL PRICE.** The proposal price shall include everything necessary for the fulfillment of the Contract including, but not limited to, furnishing all materials, equipment and labor, except as may be provided otherwise in the Contract Documents. In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount proposal.

8. **QUALIFICATION OF PROPOSERS.** Each Proposer shall be duly licensed, qualified, skilled and regularly engaged in the general class or type of work called for under the Contract. A statement setting forth licensing, qualification, experience and the experience, knowledge and ability of the personnel available for employment in responsible charge of the work shall be submitted by each Proposer.

It is the intention of the **OWNER** to award a contract to the lowest responsive Proposer who furnishes satisfactory evidence that he has the requisite licenses, qualifications, experience and ability and that he or she has sufficient capital, facilities, and plant to enable him or her to prosecute the work successfully and properly, and to complete the work within the time specified in the Contract.

To determine the degree of responsibility to be credited to the Proposer, the **OWNER** will weigh any evidence that the Proposer, or personnel available for employment in responsible charge of the work, have satisfactorily performed other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress and other factors, including those established by City ordinance.

9. **POSTPONEMENT OF OPENING.** The **OWNER** reserves the right to postpone the date and time for opening of proposals at any time prior to the time announced for opening of proposals in the advertisement.

10. **DISQUALIFICATION OF PROPOSER.** If there is reason to believe that collusion exists among the Proposers, none of the proposals of the participants in such collusion will be considered.

11. **REJECTION OF PROPOSALS.** The **OWNER** reserves the right to reject any proposal which is non-responsive, incomplete, obscure, not responsive or irregular; any proposal which omits a proposal on any one or more items on which the proposals are required; any proposal in which unit prices are unbalanced in the opinion of the **OWNER**; any proposal accompanied by insufficient or irregular proposal security; and any proposal from Proposers who have previously failed to perform properly or to complete on time contracts of any nature.

12. **BONDS.** A proposal bond, performance bond, and payment bond are not required for this contract.

13. **AGREEMENT.** The form of Agreement which the successful Proposer, as Contractor, shall be required to execute, is included in the Contract Documents and should be carefully examined by the Proposer. Upon award of contract, the Agreement shall be executed in two (2) original counterparts.

14. **INTERPRETATION OF DOCUMENTS PRIOR TO PROPOSAL OPENING.** Proposers are notified to examine thoroughly the proposal form, information for Proposers, the form of Agreement, bonds, and the other Contract Documents. If any person contemplating submitting a proposal for the proposed Contract is in doubt as to the

true meaning of any part of the Contract Documents, or finds discrepancies or omissions therein, he may submit to Ketchikan Public Utilities, Electric Division, 1065 Fair Street, Ketchikan, Alaska 99901, a written, or email, request not less than ten (10) business days prior to the time announced for opening the proposals for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum issued by the **OWNER**, which shall thereupon become part of the Contract Documents and a copy of such Addendum will be posted on the City of Ketchikan's website; however, responsibility shall rest solely with each of the intending Proposer to determine that he has, by time of proposing, received all Addenda. The **OWNER** will not be responsible for any other explanation or interpretation of the Contract Documents. No oral interpretation or provisions in the Contract Documents will be made to the Proposer. Proposers must satisfy themselves of the accuracy of any of the estimated quantities by examination of the site and a review of the Contract Documents, including Addenda. After proposals have been submitted, the Proposer shall not assert

that there was a misunderstanding concerning the quantities of work, site or other conditions, or of the nature of the work to be done.

15. **PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL**. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a Proposer, or that has quoted prices or materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers or making a prime proposal.

16. **AWARD OF CONTRACT**. The **OWNER** reserves the right to reject any or all proposals, waive any informalities or irregularity in the proposing and/or not make an award. The award of the Contract, if made by the **OWNER**, will be made to the qualified and responsible Proposer submitting the lowest responsive proposal, but the **OWNER** shall determine in its own discretion whether a Proposer is responsible and qualified to perform the Contract, and what proposal is the lowest or in the best interest of the **OWNER**, including the **OWNER's** right to consider the proposed form of manufacturer's warranty to be given by the manufacturer to be used by a Proposer, if such warranty is called for in the Contract Documents, or any other matters to be submitted pursuant to the Contract documents, and to consider the local Proposer preference provisions of Ketchikan Municipal Code, Section 3.12.040(c)(4) in making its determinations, and determine whether it is to the best interest of the **OWNER** to accept the proposal.

17. **NON-COLLUSION AFFIDAVITS**. Upon a specific request of the **OWNER**, the Proposer, before the award of a Contract, shall submit non-collusion affidavits to the **OWNER** covering the Proposer and all subcontractors.

18. **DEFAULTING PROPOSER**. If any Proposer whose Proposal is accepted fails, neglects, or refuses to furnish the required worker's compensation and other insurance certificates or policies, or to execute the Agreement as herein provided, such Proposer shall not be the lowest responsive Proposer. The **OWNER** may then select the lowest responsive Proposer and deliver a notice of acceptance of Proposal to such lowest responsive Proposer.

19. **INSURANCE REQUIREMENTS**. The form, types and amounts of insurance, which the successful Proposer, as Contractor, shall be required to obtain, is included in the Contract Documents.

20. **ERRORS AND OMISSIONS**. No consideration will be given by the **OWNER** to claim of error in a proposal unless such claim is made to the **OWNER** within twenty-four (24) hours after the time stated for receiving proposals in the Notice to Contractors Inviting Proposals, and unless supporting evidence of such claim, including cost breakdown sheets, is delivered to the **OWNER** within forty-eight (48) hours after the time stated for receiving proposals in the Notice to Contractors Inviting Proposals. Relief may be granted only at the **OWNER's** discretion and in such event only for clerical errors.

21. **SIGNING**. Each document signed by an attorney-in-fact shall be accompanied with a copy of the power of attorney authorizing the attorney-in-fact. No agreement shall be binding upon the **OWNER** until the same has been completely signed by the Contractor and also signed on behalf of the **OWNER**. Failure to sign and return the required form of Agreement and/or insurance certificates or policies as provided herein and the Contract Documents within the time limit above specified may be just and sufficient cause for the cancellation of the award.

22. **CANCELLATION OF THE AWARD**. The **OWNER** reserves the right to cancel the award without liability to the Proposer, at any time before the Agreement has been fully signed by all parties, including the **OWNER**.

23. **CONFIRMATION**. Any Proposer who desires confirmation that its proposal has been received by the City Clerk shall submit with its proposal an acknowledgement of receipt form for the City Clerk to sign and/or shall print or type the name, position and telephone or fax number of the person who will accept, at the Proposer's expense, a faxed or telephoned confirmation. The City will not confirm receipt of any proposal except as provided herein.

CERTIFICATE OF INSURANCE

-SAMPLE ONLY-

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONTAINS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
		COMPANIES AFFORDING COVERAGE			
INSURED		COMPANY A			
		COMPANY B			
		COMPANY C			
		COMPANY D			
COVERAGE					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GEN LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS/CONTRACTORS PROT <input type="checkbox"/> _____ <input type="checkbox"/> _____				GENERAL AGGREGATES \$ PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one Fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per accident) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____ <input type="checkbox"/> _____				AUTO ONLY EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETORS <input type="checkbox"/> INC PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> EXCL				AK WC STATUTORY LIMITS EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE EA EMPLOYEE \$
	OTHER COURSE OF CONSTRUCTION (All Builder's Risk)				100% Completed Value
<small>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</small> EFFECTIVE XXXXXXXX , THE CITY OF KETCHIKAN D/B/A KETCHIKAN PUBLIC UTILITIES IS SHOWN AS ADDITIONAL INSURED ON ALL POLICIES, AND WITH ALL RIGHTS OF SUBROGATION WAIVED ON THE WORKERS COMPENSATION POLICY, AS RESPECTS TO KETCHIKAN GENERATOR NO. 4 ROTOR & STATOR REWIND, CONTRACT NO. 21-18					
CERTIFICATE HOLDER CITY OF KETCHIKAN d/b/a KETCHIKAN PUBLIC UTILITIES 334 FRONT STREET KETCHIKAN, ALASKA 99901				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 5 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE	

PAY REQUEST

-SAMPLE ONLY-

CONTRACTOR'S REQUEST FOR PAYMENT / PROGRESS PAYMENT SUMMARY
KETCHIKAN PUBLIC UTILITIES - ELECTRIC DIVISION
 1065 Fair Street, Ketchikan, AK 99901 / PH: 907.225.5505 / FX: 907.247.0755

Project:	KETCHIKAN GENERATOR No. 4 ROTOR & STATOR REWIND		
Contractor:			
Mailing:			
Invoice No:		P.O. No:	
Period of:		Contract No:	21-18

In accordance with the attached schedule, the Contractor is entitled to payment of the amount set forth below. The present status of the account for this contract is as follows:

CHANGE ORDERS	INCREASE or (DECREASE)
TOTAL:	\$ -

PAYMENT REQUEST NO:	
Original Contract Amount:	
Change Orders:	\$ -
Total Contract to Date:	\$ -
Total Completed to Date:	\$ -
Less Previous Payments:	\$ -
Balance to Complete:	\$ -
PAYMENT REQUESTED:	\$ -

CONTRACTOR'S CERTIFICATION

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by ALL prior Request for Payments; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Request for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances. The undersigned CONTRACTOR further certifies, represents, and agrees that there are no claims for additional work or other claims not put in writing prior to this date.

Subscribed and Sworn to before me this _____ day of _____, 20____

CONTRACTOR

Notary Public for State of: _____
My Commission Expires: _____

PRINCIPAL OF FIRM
Date: _____

NOTARY SEAL:

TO BE COMPLETED BY OWNER (KPU)

Final Payment:	Yes _____ No _____		ADJUSTMENT: \$ -
			DUE THIS PAY REQUEST: \$ -

Comments: _____

Approval-Owner's Project Administrator: _____ Date: _____

P.O. #	PROJECT#	CONTRACT#	G/L ACCOUNT	AMOUNT	BY:
VENDOR #					

LOCAL BIDDER PREFERENCE STATEMENT

I, _____, certify that I am an authorized agent for _____, hereinafter referred to as **CONTRACTOR** is a local person, firm, or corporation as set forth in KMC 3.12.040(c); that **CONTRACTOR** holds a current Alaska business license; that **CONTRACTOR** submits a bid (proposal) for goods or services under the name appearing on the **CONTRACTOR's** current Alaska business license; that **CONTRACTOR** has maintained a place of business within the boundaries of the Ketchikan Gateway Borough for a period of not less than six (6) months immediately preceding the date of the bid (proposal); and that **CONTRACTOR** is not delinquent in the payment of any taxes, charges, or assessments owing to the City of Ketchikan or to the Ketchikan Gateway Borough on account of that business.

CONTRACTOR

By: _____

Title: _____

Alaska Business License No. _____

(Corporate Seal)

PART II

GENERAL CONDITIONS

GENERAL CONDITIONS

A complete copy of the City of Ketchikan's General Conditions is available on the City of Ketchikan website (www.ktn-ak.us/bids)

PART III

SPECIFICATIONS & CONDITIONS

Specifications & Conditions
Beaver Falls Switchgear Replacement
Contract No. 21-20



1. INTRODUCTION:

Ketchikan Public Utilities (KPU) Electric Division is seeking services for a switchgear design, including plans and specifications as approved, providing switchgear equipment and installation at the Beaver Falls Powerhouse. Work shall include complete design, equipment, replacement of switchgear, replacement of controls, and replacement of cables. Information about the selection process, instructions for the preparing, and submitting proposals is detailed herein.

2. INVITATION:

Switchgear designers and manufactures, which have experience in utility, powerhouse, and switchgear equipment design and installation are invited to submit a *Statement of Qualifications and Proposal* for switchgear design, manufacturing, and installation of switchgear equipment, controls, and cables. Information about the selection process and instructions for the preparing and submitting proposals is detailed herein.

3. BACKGROUND:

Ketchikan Public Utilities (KPU) Beaver Falls Powerhouse is located approximately ten miles south of Ketchikan, Alaska. There are three generator breakers and controls located inside the switchgear at the powerhouse that require replacement.

4. SELECTION PROCESS:

Selection and execution of any contract will be accomplished in accordance with policies and procedures. A three-step process will be used to select a Contractor:

- a. Submittals will be reviewed and evaluated by a KPU Committee, which will be comprised of the KPU Operations Manager, KPU Electric Senior Engineer, and KPU Electric System Engineering Manager. Alternates may be selected in the event that a committee member is unavailable.
- b. Based upon this evaluation, the KPU may short list up to three (3) firms for more in-depth evaluation, reference checks, and possible interviews.
- c. Based upon the evaluation and interviews, if required, KPU will select the preferred Contractor. KPU intends to award a contract, subject to negotiation of a satisfactory agreement based upon KPU's Agreement, to the Contractor which in the City of Ketchikan Council's sole judgment, best suited to perform the scope of work.

5. INSTRUCTION FOR RESPONDENTS:

- 5.1. Review all documents and become familiar with the contents. Incomplete or incorrect responses or proposals may be disqualified.
- 5.2. A proposed Scope of Work is attached hereto as Attachment I. All responses must be specific and directly related to **Section 1.1** (Agreement) and this **Section** (Specifications and Conditions).
- 5.3. Respondents must respond to all items and include any additional material required by this **Section** (Specifications and Conditions).
- 5.4. KPU shall not be liable for any cost incurred by any Respondent in response to this Request for Proposals (RFP).
- 5.5. KPU expressly reserves the right to award any portion of the contract, if the City Council determines, in its sole judgment, such action is in the City's best interest.
- 5.6. KPU expressly reserves the right to reject any and all proposals and to not award a contract, if the City Council determines, in its sole judgment, such action is in the City's best interest.

6. SUBMITTALS:

To be considered, respondents must deliver submittals to the address stated herein on or before the deadline, and in the number of copies indicated below.

- a. **SUBMITTAL DEADLINE:** Not later than 2:00 p.m. local time, December 3, 2021. All potential proposers should be aware that Alaska is considered a "remote location" by express carriers. Delivery by FedEx, UPS and similar carriers **do not** guarantee overnight delivery. All proposals should be sent **at least two (2) full business days** before the due date if sent via the above referenced carriers.
- b. **SUBMIT RESPONSES TO:** The City Clerk, City of Ketchikan, 334 Front Street, Ketchikan, Alaska 99901.
- c. **MARK SUBMITTALS AS FOLLOWS:** "Ketchikan Generator Unit No. 4 Rotor and Stator Rewind, Contract No. 21-18"
- d. **REQUIRED COPIES OF SUBMITTALS:** Seven (7) copies.

or

- e. Proposals may be electronically submitted at <https://www.ktn-ak.us/bids> or www.city.ketchikan.ak.us by clicking on the Current Bids tab at the top of the page. Firms must be registered in order to take advantage of this option. There is a file size limit of 10MB. Firms will be notified via email once a proposal is successfully uploaded. Firms must identify the documents being uploaded, i.e., Main Proposal, Addendum 1, etc. The City of Ketchikan will not be responsible for unsuccessful uploading of proposals or other issues out of its control that may cause a firm's electronic submission to be delayed. Timely response for electronic submission of proposals is strictly enforced. Inquiries regarding submitting proposals should be directed to the City Clerk's office, at 907-228-5658.

7. RESPONSE TO CRITERIA:

7.1. The review team will be reviewing the proposals for the extent to which they meet the following criteria:

A. *Basic Qualifications* (30 Points)

Provide the following information:

- i. Basic data relative to the company's size, history, personnel and special expertise. Individual resumes, awards, associations, etc. may be included. List the current number of full-time staff currently employed and the number and size of projects on which the firm is currently working, has completed, and future projects and commitment, such that KPU can determine the firm's capacity to perform the work.
- ii. A narrative discussion, which show reasons why the firm(s) submitting a proposal is especially qualified to undertake the stated scope.
- iii. Insurance certificate.
- iv. Firm brochures can be submitted separately as supplemental data. Complete contact information including name, address, phone number, fax number, and e-mail address of person able to contractually commit the firm.
- v. KPU reserves the right to investigate and confirm the candidate's financial responsibility. This may include financial statements, bank references and interviews with past consultants, employees, and creditors. Unfavorable responses to these investigations are grounds for rejection of proposal.

B. *Proposed Project Manager:* (15 Points)

Provide the specific qualifications and experience for the proposed project manager, include the following:

- i. Experience with similar projects within the past five (5) years.
- ii. Experience with other proposed team members.

C. *Specific Qualifications of Key Personnel:* (15 Points)

List the team expected to accomplish the anticipated scope of work including anticipated consultants.

- i. Describe who will perform the various tasks, the amount of their involvement and responsibilities, function, and give their qualifications.
- ii. Provide a list of at least five (5) projects, with brief descriptions, which show ability to complete projects of this scope.
- iii. List the staff members, currently employed, who may be available to provide support (e.g., managerial, supply payroll, logistic, engineering, etc.).
- iv. A list of any sub-contractors proposed, including the résumés of key personnel assigned to this project

- D. *Past Performance:* (15 Points)**
Submit reference letters from prior clients or client representatives. Letters from projects listed in item B are preferable.
- E. *Examples of Work:* (10 Points)**
Renderings, photographs, preliminary drawings, working drawings, and specifications may be submitted as examples of the proposer's work.
- F. *Special Requirements:* (5 Points)**
Provide information regarding special expertise in this type of project.
- G. *Fee Schedule:* (5 Points)**
Provide professional fees, design fees, and reimbursable expenses.
- G. *Format:* (5 Points)**
To assist evaluation it is desirable to format the submittal similar to the headings listed above. The submittals should be clear and to the point. Emphasis should be placed on specific qualifications of the people to actually perform the project and the approach to designing this specific project. Performance on past projects is an important factor.

- 7.2. Provide the required information in tabs listed:
- A. Basic Qualifications
 - B. Proposed Project Manager
 - C. Specific Qualifications of Key Personnel
 - D. Past Performance
 - E. Examples of Work
 - F. Special Requirements
 - G. Fee Schedule
 - H. Format

8. SCOPE OF SERVICES:

KPU is seeking switchgear designers and manufacturers, which have experience in utility, powerhouse, and switchgear equipment design and installation. The firm will complete a design with coordination with KPU. The approved design shall be constructed and installed. There shall be a detailed bid list including schedule for all manufacturing and installation of equipment.

9. SITE CONDITIONS DURING CONSTRUCTION:

- 9.1. Hearing protection shall be required in the facility; there will be hydroelectric units in operation during the course of this contract. Hard hats shall be used when the overhead crane is used and eye protection is required when working with hand tools. Other PPE shall be required as defined in the KPU safety standards (KPU Safety Manual 2013).
- 9.2. Contractor personnel shall remain clear of operational equipment and shall not access the powerhouse control room without an escort.
- 9.3. Contractor personnel shall require an escort while performing activities in the Beaver Falls switchyard and substation areas.
- 9.4. Road conditions may be affected by weather during the course of the project.

10. CONTRACTOR CONSTRUCTION RESPONSIBILITIES:

- 10.1. The Contractor shall follow all KPU safety standards (KPU Safety Manual 2013) and OSHA requirements.
- 10.2. The Contractor shall follow all Hazardous Energy Control (HEC) Plans and lock-out/tag-out (LOTO) procedures.
- 10.3. The Contractor shall follow all IEEE and industry standards for synchronous generators.
- 10.4. The Contractor shall provide a weekly progress reports due by 1400 each Friday.
- 10.5. Contractor personnel shall coordinate with KPU personnel daily prior to starting daily work activities at Beaver Falls Plant.
- 10.6. The Contractor shall provide a project schedule detailing all contract activities; the schedule shall be maintained and updated weekly and included in the weekly progress report.
- 10.7. The Contractor shall submit a pay request for each activity/bid item when completed as defined in the bid schedule.
- 10.8. Contractor shall supply all laydown areas in the powerhouse with protective plywood sheets and all edges shall be secured to prevent tripping hazards.
- 10.9. The Contractor shall be responsible for providing and transporting all materials, equipment, consumables, and tools to and from the project site.
- 10.10. The Contractor shall be responsible for the cost of all factory testing.
- 10.11. The Contractor shall be responsible for housekeeping of work areas and the powerplant restroom.
- 10.12. The Contractor shall remove and reinstall all electrical connections.

11. KPU (OWNER) CONSTRUCTION RESPONSIBILITIES:

- 11.1. KPU will provide a Hazardous Energy Control Plan, LOTO, and safety plan; KPU will brief Contractor personnel.
- 11.2. KPU will hold all clearances during the project. KPU will have available two (2) mechanics and one (1) electrician to assist with disassembly, removal, and re-installation of Unit No. 4, as the project requires.
- 11.3. KPU will provide laydown areas within the powerhouse and designated outdoor storage as required for the project.

11.4. KPU may provide personnel for factory inspections and testing, or required.

11.5. KPU will provide a ten (10) ton overhead powered crane for rewind work inside the powerhouse.

12. PAY REQUEST

The Contractor shall submit a pay request for each activity item when completed.

13. CONTRACTOR'S REGISTRATION AND LICENSE:

The firm shall be required to possess all applicable State Registrations or licenses, permits, certifications, etc. in accordance with the laws of the State of Alaska at the time of bidding and provide KPU a copy of such registrations or licenses at the time of submitting the Insurance Certificate. Any firm not so licensed is subject to the penalties imposed by such laws and the proposal of such bidder may be rejected.

14. JOINT PROPOSALS:

Joint proposals will be considered; however, such proposals must be well coordinated and must show evidence that previous working relationships existed. Furthermore, for the purposes of establishing and maintaining clear lines of authority and responsibility between the KPU and the consultant firm, KPU intends to contract only with a single legal entity. Therefore, KPU recommends that interested firms structure joint proposals accordingly.

15. INSURANCE REQUIREMENTS:

Insurance requirements are detailed in **Section 1.1** (Agreement), Section 18.

16. SITE VISIT AND INSPECTION:

KPU Electric will make available a site visit by appointment. The equipment **WILL NOT** be under Lockout Tagout and available for visual inspection only. Interested bidders must contact KPU contact listed in Part 17 of this Section by email no later than October 4, 2021 1700 AKDT to make arrangements for the site visit and inspection. The KPU contact will confirm the meeting address and times by email.

17. ADDITIONAL INFORMATION:

For further information regarding the RFP, contact Jeremy Bynum, PE, KPU Electric System Engineering Manager, jeremyb1@ktn-ak.us, (907) 225-5505.

18. PREVAILING WAGES:

Prevailing wages DO apply to this contact, per the Alaska Department of Labor & Workforce Development requirements.

PART IV

CONTRACTOR'S STATEMENT CONCERNING CLAIMS

The **CONTRACTOR** under that certain contract dated _____, 20_____, by and between _____ (**CONTRACTOR**) and the **CITY OF KETCHIKAN (OWNER)**, for work and services for _____ (**PROJECT**) states, represents and warrants that the **CONTRACTOR** has fully completed all services included in the Contract and all authorized change orders thereto, and has fully paid for all labor, services, materials, equipment, supervision, taxes, use of equipment, and all other costs and expenses of the Project and the contract and that there are no disputes, claims or liens against the **OWNER**, the **CONTRACTOR** or any subcontractor of the **CONTRACTOR**, and that the **CONTRACTOR** will have no claims against the **OWNER** of any kind whatsoever arising from or growing out of the Contract or the Project except as follows:

Claimant	Description of Claim	Amount

CONTRACTOR

By: _____

Title: _____

STATE OF ALASKA)
) ss.
 FIRST JUDICIAL DISTRICT)

_____, being first duly sworn, on oath deposes and states, that he is the _____ of the aforesaid **CONTRACTOR**, that he makes this affidavit for and on its behalf and is authorized so to do, that he has read the foregoing **STATEMENT CONCERNING CLAIMS** and has personal knowledge of the facts contained therein and acknowledges said **STATEMENT CONCERNING CLAIMS** to be the free and voluntary act and deed of the **CONTRACTOR** for the purpose of obtaining final payment under the Contract described herein, that he was authorized to execute the same for and on behalf of the **CONTRACTOR** and that said **STATEMENT CONCERNING CLAIMS** is true and correct.

WITNESS my hand and official seal the day and year in the certificate first above written.

NOTARY PUBLIC FOR ALASKA
 My Commission Expires: _____

(Seal)

**RELEASE, WAIVER AND DISCHARGE
OF ALL CLAIMS AND LIENS**

This Certificate and Affidavit is made this _____ day of _____, 20____,
by _____
("Releasor"), the Contractor under that certain Agreement for the performing and/or furnishing of work,
labor, service, materials and/or equipment in connection with the Agreement and Project known as:

For and in consideration of the total sum of _____
Dollars (\$ _____), and other good and valuable consideration, which sum is
acknowledged as being the **FINAL AND TOTAL AMOUNT** due or alleged due or owing from the City of
Ketchikan, Alaska (hereinafter referred to as "Releasee"), the receipt and payment of which sum is
hereby acknowledged, the Releasor for and on behalf of itself and all parties claiming any interest in or
through it, and for its successors and assigns, does hereby waive, release and discharge the Releasee
from any and all causes of action, suits, debts, accounts, bonds, contracts, promises, damages, liens,
encumbrances, judgment, claims and demands whatsoever, in law or equity which against the Releasee,
jointly or separately Releasor ever had, now has, or might hereinafter have, relating directly or indirectly
to the aforesaid Agreement and/or Project. The Releasor further hereby agrees to appear and defend
and to indemnify and hold the Releasee harmless from any and all damages, costs, expenses, demands,
suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party
for work, labor, service, materials and/or equipment which directly or indirectly relates to that which was
performed or should have been performed by he Releasor, and from and against any claim relating to any
work, labor, services, materials and/or equipment allegedly performed, supplied, or provided by the
Releasor.

The Releasor further hereby represents, certifies and warrants that it has fully paid for any and all
work, labor, services, materials and/or equipment provided to it in connection with the Contract and/or the
Project. The Releasor hereby grants to the Releasee and its authorized representatives the right to
review and audit any and all books and records of the Releasor at any time for verification of such
payments.

IN WITNESS WHEREOF, this Release, Waiver and Discharge of Claims and Liens has been
executed this _____ day of _____, 20____, at
_____.

Releasor
By: _____
Title: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____,
20____.

NOTARY PUBLIC FOR ALASKA
My Commission Expires _____

