



Request for Proposals

Analysis of the City of Unalaska Wind Power Development and Integration Assessment Project Phases II to IV

DPU Project No. 41-250

Prepared by:

**City of Unalaska
Department of Public Utilities**

PO Box 610
Unalaska, Alaska 99685

August 9, 2017

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LIST OF ACRONYMS

DOE	Department of Energy
DPU	Department of Public Utilities
EA	Environmental Assessment
MET	Meteorology Tower
MW	Megawatt
ORC	Organic Rankin Cycle
PDF	Portable Document Format
RFP	Request for Proposals
ROM	Rough Order of Magnitude
UCO	Unalaska Code of Ordinances

Request for Proposals – Analysis of the City of Unalaska Wind Power Development and Integration Assessment Project – Phases II to IV

1.0 INTRODUCTION

This is a RFP by the City of Unalaska Department of Public Utilities for an Analysis of the **City of Unalaska Wind Power Development and Integration Assessment Project – Phases II to IV**. All questions about this RFP must be directed to the Deputy Director of Public Utilities only.

City of Unalaska - Department of Public Utilities
JR Pearson, Deputy Director of Public Utilities
jrpearson@ci.unalaska.ak.us
P.O. Box 610
Unalaska, AK 99685
Phone 907-581-1260 x8108

Interpretations or clarifications considered necessary by the City of Unalaska in response to such questions will be issued by Addenda. Addenda will be emailed to all registered potential Respondents and also posted on the City of Unalaska website:

<http://www.ci.unalaska.ak.us/rfps>.

1.1 BACKGROUND

This description is provided for general informational purposes only and is not a substitute for site inspection and completion of other necessary due diligence by interested Respondents. Respondents must make their own independent assessment of the conditions and may not rely on any representation, description, or diagram provided by the City of Unalaska in preparing their Proposal. Various references are provided for informational purposes only at the below hyperlink as **Attachment A**:

References

The City of Unalaska has approximately 4,500 permanent residents and supports the largest volume seafood industry in the U.S. During various seafood processing seasons, the total population may swell to more than 9,000 due to the influx of transient employees hired to work for the seafood processors. Most of the seafood industry had been providing their own power, but with increasingly stringent permitting requirements and less efficient generating capacity, they have expressed interest in purchasing City of Unalaska power.

The Electric Utility provides power to approximately 730 Residential, 225 Commercial and 20 Industrial customers. Service usage is related directly to the industries that the community supports. Individual service usage can range from a few KWH/month to an

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excess of MWH/month. System “demand” also follows this broad trend with daily power productions varying in the magnitude of MW’s of power produced. Annual peak/min demands historically trend between 4.5 MW to a recent historical high of 11.1 MW. One large seafood processor switched fully to City of Unalaska power in 2016, resulting in the recent historical high demands. Later this summer, the City of Unalaska expects up to 15 MW peak loads with a second large seafood processor abandoning self-generation and utilizing only City of Unalaska power.

The Electric Utility is comprised of the Power Production Division and the Electric Distribution Division, collectively hereinafter referred to as the “Electric Utility”.

The Power Production Division consists of two Powerhouses, one “new” and one “old”. The new facility contains (2) Wartsila W32V12 Engines paired with ABB 5.2MVA generators and (2) Caterpillar C280 engines paired with KATO 4.4MVA generators. The old facility contains two functional but unpermitted 1.2 MW Caterpillar engines used historically for load trimming, which are awaiting reinstatement through the next Title V permit renewal. In addition, the old facility houses three ElectraTherm Organic Rankine Cycle 50KW heat recovery units that operate to convert district loop heat to electricity. Power production operations are manned at the new facility with 24/7, three shift staffing. With the growth of both the City of Unalaska Powerhouse and demand loads, future plans are to develop waste heat recovery using stack robbers.

The Electric Distribution Division consist of a main Substation, Town Substation, approximately 10 miles of 34.5 KV Underground Primary Distribution line, 1,200 feet of submersible 34.5 KV Distribution line, 21 miles of 12.4KV underground Primary Distribution line, 200 pad-mount 1-ph and 3-ph Distribution Transformers, 5 Substation Transformers, 6 Reclosers, 20 Field Switches, and numerous Sectionalizers. The Electric Distribution Division consists of one Journeyman Lineman and two apprentice linemen at this time. In accordance with UCO 10.20.030, all service lines are required to be placed underground in the City of Unalaska.

With average sustained wind speeds as high as 17 mph, the City of Unalaska and Unalaska Island has been considered an optimal location for wind energy, with a few published studies and analyses. However, the construction environment in the City of Unalaska is challenging. Hurricane force winds and gust effects are common, strong seismic forces, heavy snow loads, wind driven precipitation and ice, corrosive marine conditions, and geographical remoteness necessitate careful planning, design, and construction.

In 1999, a Wind Energy Feasibility Study of Naknek and Unalaska was conducted for the State of Alaska’s Division of Energy. In 2000, the US DOE conducted an EA for both Nome and Unalaska as potential sites for future wind turbine development, in which Unalaska was ruled out due to the potential of excessively high wind speeds. A draft Phase I analyses report was prepared in 2005 for the City of Unalaska, with plans

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to continue to Phase II. However, the Phase I report was not finalized and Phase II was not initiated at that time. See **Attachment A** for these documents.

To date, there has not been a full assessment of the potential for wind power generation including detailed costs for development and integration.

2.0 SELECTION PROCESS

Final Proposals will consist of two separate documents: a Technical Proposal and a Price Proposal. Only one Proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City of Unalaska that any Respondent has interest in more than one Final Proposal for work contemplated, then all Final Proposals in which such Respondent has interest will be rejected.

2.1 EVALUATION AND AWARD PROCESS

The Deputy Director of Public Utilities will appoint the Evaluation Team from among City of Unalaska staff. The entire scoring procedure, including Evaluation Team meetings and scoring materials, will be held strictly confidential until after negotiations are concluded.

All Evaluation Team members will be required to certify that they have no conflicts of interest and that they will strictly adhere to the procedures herein described.

The sequence of events is as follows:

- The City of Unalaska receives the Technical Proposals.
- Evaluation Team evaluates Technical Proposals according to established criteria, assigns scores for evaluation factors, and sums an overall technical score for each Respondent.
- The Evaluation Team will schedule and conduct a brief one hour phone interview with each of the three highest scored Respondents.
- Price Proposals from the three selected firms are received.
- The Evaluation Team re-evaluates the three highest scored Proposals according to the established criteria.
- Technical and Price Proposal scores are combined according to the established weighting factors.
- Deputy Director of Public Utilities reviews final scores and forwards evaluation results to the Director of Public Utilities.
- The initial scope of services will only include Phase II.

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- Negotiation with the Respondent with the highest scored Final Proposal or if necessary, the next lower scored responsive Respondent and so on. The Contract will be the Consulting Services Agreement (the Agreement), **Attachment B**. The City of Unalaska will be inflexible with regards to the Contract language. The Scope of Services, Schedule, and Fee for Services are negotiable.
- Director of Public Utilities forwards evaluation results and to the City Manager.
- City Manager makes their recommendation to the City Council for award.
- The City of Unalaska and the successful Respondent execute the Agreement and a purchase order is issued. The purchase order serves as notice to proceed.

2.2 CONDITIONS

The City of Unalaska reserves the right to reject any and all Final Proposals and/or to waive any informality in procedures.

This RFP does not commit the City of Unalaska to award a Contract, or procure or contract for any services of any kind whatsoever.

The selection of a successful Respondent shall be at the sole discretion of the City of Unalaska. No agreement between the City of Unalaska and any Respondent is effective until approved by the City Council of the City of Unalaska, signed by the City Manager, and a Purchase Order issued.

The City of Unalaska is not liable for any costs incurred by Respondents in preparing or submitting Final Proposals.

In submitting a Final Proposal, each Respondent acknowledges that the City of Unalaska is not liable to any entity for any costs incurred therewith or in connection with costs incurred by any Respondent in anticipation of City of Unalaska City Council action approving or disapproving any Agreement without limitation.

Any perception of a conflict of interest is grounds for rejection of any Final Proposal. In submitting a Final Proposal, each Respondent certifies that they have not and will not create and/or be party to conflicts of interest with any City of Unalaska official or employee. Including but not limited to any direct or indirect financial gain and/or gratuity or kickback or through unauthorized communication with City of Unalaska employees or officials not listed in this RFP before the selection process is complete

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Nothing in this RFP or in subsequent negotiations creates any vested rights in any person.

2.3 TRANSMITTAL REQUIREMENTS

Technical and Price Proposals will be accepted before and on the published date and until the time specified. Each electronic file must be clearly named to identify the contents as the Technical Proposal or the Price Proposal.

Technical Proposals must be submitted in a single email no larger than 5 megabytes and the email header must clearly identify the Project and the Respondent e.g.

Name of Firm – Technical Proposal for Unalaska Wind Power Phase II-IV

Technical Proposals must be delivered to the email addresses below by **2:00 p.m., local time, on September 20, 2017** from a valid email account.

chazen@ci.unalaska.ak.us; purchase@ci.unalaska.ak.us

If a Respondent is contacted for an interview then the Price Proposal must be delivered to the email addresses below by **2:00 p.m., local time, on October 4, 2017** from a valid email account as a “reply-all” to the original submission email.

chazen@ci.unalaska.ak.us; purchase@ci.unalaska.ak.us

2.4 DOCUMENT REQUIREMENTS

One (1) copy of the Technical Proposal must be submitted in an electronic PDF file less than 5 megabytes in size, organized with bookmarks, and printable to standard 8.5” x 11” paper.

The recommended size of the Technical Proposal is about 5-30 pages not including resumes.

3.0 EVALUATION FACTORS

The purpose of the Technical Proposal is to evaluate each Respondent’s capabilities for execution of the Project Phases II through IV. Evaluation criteria and weight are as follows:

<u>Major Factor</u>	<u>Weight</u>
1. Professional Qualifications	[40]
2. Experience and References	[30]
3. Narrative	[30]
Total	[100]

The Evaluation Team will rank each Respondent using a successive integer ranking system for each major factor. An Evaluator Score for each respondent will be calculated.

$$100 - ((\text{Ranking}_1 \times \% \text{Weight}_1 + \text{Ranking}_2 \times \% \text{Weight}_2 + \text{Ranking}_3 \times \% \text{Weight}_3) - 1) \times 5$$

The Total Score for each Respondent is an average of all of the Evaluator Scores.

Price Proposal scores are then combined with Technical Proposal scores with the weighting shown below:

$$\text{Technical Proposal} = 100\%$$

$$\text{Price Proposal} = 0\%$$

Following the interviews Price Proposals which are limited to hourly rates will be considered under Narrative scoring.

The *Evaluation Score Sheet* will be used by the Evaluation Team to score each Proposal; **Attachment C**.

3.1 PROFESSIONAL QUALIFICATIONS

The Professional Qualifications section should include:

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- A brief description of the number, qualifications, and types of key personnel who would serve on this Project including employees and subcontractors.
- Identify and furnish resumes of personnel and subcontractors who will serve in key positions for this project. Include specific experience for each person on similar or related projects.
- The location of the home office and the scope of services offered there.
- Any additional information reflecting on the Respondents ability to perform on this Project.

3.2 EXPERIENCE AND REFERENCES

The satisfactory completion of similar projects of equal size and complexity will be an important element in the evaluation.

- Provide information for (4) projects for which the Respondent has provided services most related to these Projects including remote diesel powered micro-grids.
- Provide a list of at least (2) references from each of the above projects that can comment on the firm's professional capabilities and experience. Names, email addresses, and phone numbers of individuals to contact must be included.

3.3 NARRATIVE WORK PLAN

Describe the methodology the Respondent will use to complete this Project for the City of Unalaska. The Narrative Work Plan will become the *Scope of Services* referenced within the *Agreement Exhibit "A"*, **Attachment B**. The Narrative Work Plan must not conflict with or supersede the *Agreement*; however, the Respondent should note any potential conflicts they would prefer to negotiate.

Provide information about the Respondents availability to complete Phases II-V by mid-2020.

3.4 PRICE PROPOSAL

Following interviews the Price Proposal for this RFP will be limited to a table of labor rates and % anticipated level of effort Phases II-IV. The Price Proposal will be considered under the post interview re-scoring under Narrative.

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Following selection and negotiations with the selected Respondent the fully developed negotiated Price Proposal will become a T&M Not to Exceed fee for Phase II only but not Phases III-IV. It will also become the *Fee Proposal* referenced in the *Agreement Exhibit "C"*, see **Attachment B**.

The Price Proposal must include a line item fee schedule that includes:

- Table of labor rates and anticipated % level of effort Phases II-IV.

4.0 SCOPE OF SERVICES

The requested services are as outlined below. The City of Unalaska intends to Award Phase II to begin with. Phases III and IV would be awarded later separately. If there is any point in the work above where the Project does not appear to be feasible or practical, the City of Unalaska will be given the option of whether or not to continue the Project. If the Project is discontinued for this reason, the Consultant should provide a report or memorandum describing the reasons why the Project is not feasible.

The analysis will be conducted in accordance with industry standards and the Project is expected to be complete before December 31, 2020.

PHASE II – DEVELOP A DATA COLLECTION PLAN

- Current electric system power analysis to analyze feasibility for sizing and penetration into the remote micro-grid system, taking into account current and future electric production demands.
- Gather all available data, including the draft 2005 Phase I Study.
- Review and analyze available data, conduct site visit, to evaluate potential sites and needed equipment. An analysis of 5 sites is expected.
- Recommend and specify MET tower site location(s) and MET tower configuration based on anticipated HUB height for approx 500-KW turbines under local wind and icing loads. The City anticipates a low penetration system.
- Identify environmental concerns.
- Identify needed permits and obtain them for up to 5 MET sites. The City of Unalaska will provide property access if needed.
- The City of Unalaska will help identify land use requirements, provide ARC-GIS maps and AUTOCAD single line of the utility, topographic maps, provide high resolution power production load data, and provide customer metering information.
- Identify MET site power needs, data storage retention, remote monitoring requirements, and associated costs.

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- Determine MET tower equipment for the recommended site(s) and costs associated with acquiring a site(s), equipment installation, and data collection and monitoring. See Phase III.
- Summarize information in a written report. City of Unalaska review should be expected at the 65% and 95% levels.

PHASE III – IMPLEMENT DATA COLLECTION PLAN - NEGOTIATED WITH PHASE I CONSULTANT OR REBID

- Install MET tower(s) and equipment including mobilization and eventual demobilization and site restoration.
- Collect and manage data for up to 24 months, with no less than 18 months of valid data.
- Quarterly progress reports of MET data and quality, and status of project. Provide raw data to the City in electronic form and summary form.
- Provide a wind data report with power production data, feasibility, recommendations, and economic analysis with years to payback and impacts to customer utility rates.

PHASE IV – PRE-DEVELOPMENT PLAN - NEGOTIATED WITH PHASE III CONSULTANT OR REBID

- Analyze potential effects on Powerhouse generation efficiencies as they may be related to wind power production.
- Analyze the final data and identify feasible development paths or alternatives that will provide minimal adverse impact to the existing power production and distribution system.
- For each alternative, provide a ROM design and construction cost estimate on wind power development and integration costs.
- For each alternative, provide an economic analysis to include at least the following:
 - Impact on current utility operations, including potential decreased engine efficiencies due to adverse load conditions
 - Land acquisition, if required
 - Permitting
 - Energy output

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- Life cycle costs
 - Operation and maintenance costs
 - Displaced fuel costs
 - Simple payback period and impact to utility rates
- Complete draft Phase IV report and submit to the City for comments.
 - Complete the final Phase IV report.
 - Present the final Phase IV report to City Council.

5.0 DELIVERABLES

Provide a PDF copy of draft documents; four hardcopies of the final document; one PDF copy provided on CD or flash drive; and all drawing files must also be provided in AutoCAD or ARC-GIS and PDF format.

ATTACHMENT A

[References](#)

ATTACHMENT B

Draft Consulting Services Agreement

CITY OF UNALASKA

Consultant Agreement

**Analysis of the City of Unalaska Wind Power Development
And
Integration Assessment Project
Phase II**

FILE NO. 41-250

Prepared By:

**City of Unalaska
P.O. Box 610
Unalaska, Alaska 99685
907.581.1260**

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III.	Contract Schedule	Exhibit "B"
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AGREEMENT FOR CONSULTING AND RELATED SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 2017 by and between _____, (hereinafter called "Consultant"), and the **CITY OF UNALASKA** (hereinafter called "City").

WITNESSETH THAT:

WHEREAS City desires to engage Consultant to render consulting and related services for the performance of an **Analysis of the City of Unalaska Wind Power Development and Integration Assessment Project – Phase II**, and

WHEREAS Consultant represents that it has the experience and ability to perform such services; and

WHEREAS the parties hereto desire to enter into a basic agreement setting forth the terms under which Consultant will, as requested, perform such work;

NOW THEREFORE the parties hereto do mutually agree as follows:

1. Employment of Consultant

Consultant agrees to provide professional services in accordance with the provisions of this Agreement. A written description of the work to be performed, schedule and compensation is set out in **Exhibits A-C** of this Agreement.

2. Performance

Consultant agrees to perform the work described in **Exhibit A- Scope of Services**; however, the Consultant is not authorized to perform any work or incur any expense which would cause the amount for which he is entitled to be paid under this Agreement to exceed the amount set forth in **Exhibit C – Fee Proposal** without the prior written approval of the City. All services shall be rendered in accordance with the schedule set forth in **Exhibit B – Contract Schedule**.

The work shall include but not be limited to the following: furnishing all equipment, transportation, per diem, travel, and supplies to perform all scopes of work that are authorized under the State of Alaska's Professional Engineering License, in connection with the **Analysis of the City of Unalaska Wind Power Development and Integration Assessment Project – Phase II**.

3. Fee

After receipt of a periodic billing for said services, the City agrees to pay Consultant as compensation for the services under this Agreement such sums of money as set forth in **Exhibit C** of this Agreement. The amount payable to the Consultant shall not exceed the amount specified in **Exhibit C**.

4. Payments

City agrees to make monthly payments to Consultant as services are performed and costs are incurred, provided Consultant submits a proper invoice for each payment, in such form accompanied by such evidence in support thereof as may be reasonably required by the City. City may, at its option, withhold ten percent (10%) from each monthly payment pending satisfactory completion of the work by Consultant. All invoices are otherwise due and payable within thirty (30) days of receipt by City. City shall pay Consultant for the services identified in **Exhibit A** the **Not to Exceed Total Fee of \$_____**. The Not to Exceed Total Fee is based on the distribution of the Not to Exceed Total Fee between tasks set forth in **Exhibit A**. The portion of the Not to Exceed Total Fee billed and paid for Consultant's services shall be equal to the proportion of services actually completed for each task set forth in **Exhibit A** during the billing period to the fee total specified for that task.

5. Personnel

Consultant agrees to furnish all personnel necessary for expeditious and satisfactory performance of this Agreement, each to be competent, experienced, and well qualified for the work assigned. No person objected to by the City shall be employed by Consultant for work hereunder.

6. Independent Contractor Status

In performing under this Agreement, Consultant acts as an independent contractor and shall have responsibility for and control over the details and means for performing the consulting services required hereunder.

7. Indemnification

Consultant shall defend and save harmless City or any employee, officer, insurer, or elected official thereof from and against losses, damages, liabilities, expenses, claims, and demands but only to the extent arising out of any negligent act or negligent omission of Consultant while performing under the terms of this contract.

8. Assignment

Consultant shall not assign this Agreement or any of the monies due or to become due hereunder without the prior written consent of City.

9. Subcontracting

Consultant may not subcontract its performance under this Agreement without prior written consent of City. Any subcontractor must agree to be bound by terms of this Agreement.

10. Designation of Representatives

The Parties agree, for the purposes of this Agreement, the City shall be represented by and may act only through the Deputy Director of Public Utilities or such other person as he may designate in writing. Consultant shall advise City in writing of the name of its representative in charge of the administration of this Agreement, who shall have authority to act for and bind Consultant in connection with this Agreement.

11. Termination

Either party shall have the right to terminate this Agreement in whole or in part at any time and for reasonable cause, by delivery of thirty (30) days written notice, specifying the extent and effective date thereof. After receipt of such notice, Consultant shall stop work hereunder to the extent and on the date specified in such notice, terminate all subcontracts and other commitments to the extent they relate to the work terminated, and deliver to City all designs, computations, drawings, specifications and other material and information prepared or developed hereunder in connection with the work terminated.

In the event of any termination pursuant to this clause, Consultant shall be entitled to be paid as provided herein for direct labor hours expended and reimbursable costs incurred prior to the termination pursuant to Section 3 hereof, and for such direct labor hours and reimbursable costs as may be expended or incurred thereafter with City's approval in concluding the work terminated, it being understood that Consultant shall not be entitled to any anticipated profit on services not performed. Except as provided in this clause, any such termination shall not alter or affect the rights or obligations of the parties under this Agreement.

12. Ownership and Use of Documents

Consultant agrees that all original design reproducible drawings, all pertinent calculations, specifications, reports, data and other documents prepared for the City hereunder are the property of the City and the City shall have the right, without payment of additional compensation, to disclose, reproduce and use such documents for this project

13. Insurance

A. During the term of the contract, the Contractor shall obtain and maintain in force the insurance coverage specified in these requirements. Such coverage shall be with an insurance company rated "Excellent" or "Superior" by A. M. Best Company, or a company specifically approved by the City.

- B. The contractor shall carry and maintain throughout the life of this contract, at its own expense, insurance not less than the amounts and coverage herein specified, and the City of Unalaska, its employees and agents shall be named as additional insured under the insurance coverage so specified and where allowed, with respect to the performance of the work. There shall be no right of subrogation against the City or its agents performing work in connection with the work, and this waiver of subrogation shall be endorsed upon the policies. Insurance shall be placed with companies acceptable to the City of Unalaska; and these policies providing coverage thereunder shall contain provisions that no cancellation or material changes in the policy relative to this project shall become effective except upon 30 days prior *written* notice thereof to the City of Unalaska.
- C. Prior to commencement of the work, the contractor shall furnish certificates to the City of Unalaska, in duplicate, evidencing that the Insurance policy provisions required hereunder are in force. Acceptance by the City of Unalaska of deficient evidence does not constitute a waiver of contract requirements.
- D. The contractor shall furnish the City of Unalaska with certified copies of policies upon request. The minimum coverages and limits required are as follows:
1. Workers' Compensation insurance in accordance with the statutory coverages required by the State of Alaska and Employers Liability insurance with limits not less than \$1,000,000 and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the work, including but not limited to Voluntary Compensation, Federal Longshoremen and Harbor Workers Act, Maritime and the Outer Continental Shelf's Land Act.
 2. Commercial General Liability with limits not less than \$1,000,000 per Occurrence and \$2,000,000 Aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, Broad Form Property Damage Liability and Personal Injury Liability.
 3. Commercial Automobile Liability on all owned, non-owned, hired and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.

4. Umbrella/Excess Liability insurance coverage of not less than \$1,000,000 per occurrence and annual aggregate providing coverage in excess of General Liability, Auto Liability, and Employers Liability.
 5. If work involves use of aircraft, Aircraft Liability insurance covering all owned and non-owned aircraft with a per occurrence limit of not less than \$1,000,000.
 6. If work involves use of watercraft, Protection and Indemnity insurance with limits not less than \$1,000,000 per occurrence.
 7. Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate, subject to a maximum deductible \$10,000 per claim. The City of Unalaska has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.
- E. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expense.
- F. All insurance policies as described above are required to be written on an “occurrence” basis. In the event occurrence coverage is not available, the contractor agrees to maintain “claims made” coverage for a minimum of two years after project completion.
- G. If the contractor employs subcontractors to perform any work hereunder, the contractor agrees to require such subcontractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any work hereunder, policies of insurance which comply with the requirements as set forth in this section and to furnish copies thereof to the City of Unalaska. This requirement is applicable to subcontractors of any tier.

14. Claims Recovery

Claims by City resulting from Consultant’s failure to comply with the terms of and specifications of this contract and/or default hereunder may be recovered by City by

withholding the amount of such claims from compensation otherwise due Consultant for work performed or to be performed. City shall notify Consultant of any such failure, default or damage therefrom as soon as practicable and no later than 10 days after discovery of such event by written notice. Nothing provided herein shall be deemed as constituting an exclusive remedy on behalf of City, nor a waiver of any other rights hereunder at law or in equity. Design changes required as a result of failure to comply with the applicable standard of care shall be performed by the Consultant without additional compensation.

15. Performance Standard

Services performed under this Agreement will be performed with reasonable care or the ordinary skill of the profession practicing in the same or similar location and under similar circumstances and shall comply with all applicable codes and standards.

16. Compliance with Applicable Laws

Consultant shall in the performance of this Agreement comply with all applicable federal, state, and local laws, ordinances, orders, rules, and regulations applicable to its performance hereunder, including without limitation, all such legal provisions pertaining to social security, income tax withholding, medical aid, industrial insurance, workers' compensation, and other employee benefit laws. Consultant also agrees to comply with all contract provisions pertaining to grant or other funding assistance which City may choose to utilize to perform work under this Agreement. The Consultant and all subcontractors must comply with state laws related to local hire and prevailing wages.

17. Records and Audit

Consultant agrees to maintain sufficient and accurate records and books of account, including detailed time records, showing all direct labor hours expended and all reimbursable costs incurred and the same shall be subject to inspection and audit by City at all reasonable times. All such records and books of account pertaining to any work performed hereunder shall be retained for a period of not less than six (6) years from the date of completion of the improvements to which the consulting services of this Agreement relate.

18. Reporting of Progress and Inspection

Consultant agrees to keep City informed as to progress of the work under this Agreement by providing monthly written progress reports, and shall permit City to have reasonable access to the work performed or being performed, for the purpose of any inspection City may desire to undertake.

19. Form of City Approval

Except as otherwise provided in this Agreement, City's requests and approvals, and Consultant's cost estimates and descriptions of work to be performed, may be made orally

where necessary, provided that the oral communication is confirmed immediately thereafter in writing.

20. Duration of Agreement

This agreement is effective for a period of three (3) years from the date first shown above. The agreement may be extended by the mutual written agreement of City and Consultant.

21. Inspections by City

The City has the right, but not the duty, to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the Consultant as may be engaged in the performance of this Agreement.

22. Endorsements on Documents

Endorsements and professional seals, if applicable, must be included on all final plans, specifications, estimates, and reports prepared by the Consultant. Preliminary copies of such documents submitted for review must have seals affixed without endorsement (signature).

23. Notices

Any official notice that either party hereto desires to give the other shall be delivered through the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid and addressed as follows:

To City:

JR Pearson, Deputy DPU Director
City of Unalaska
Box 610
Unalaska, Alaska 99685

To Consultant:

The addresses hereinabove specified may be changed by either party by giving written notice thereof to the other party pursuant to this paragraph.

24. Venue/Applicable Law

The venue of any legal action between the parties arising as a result of this Agreement shall be laid in the Third Judicial District of the Superior Court of the State of Alaska and this contract shall be interpreted in accordance with the laws of the State of Alaska.

25. Attorney's Fees

In the event either party institutes any suit or action to enforce its right hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal therefrom.

26. Waiver

No failure on the part of City to enforce any covenant or provisions herein contained, nor any waiver of any right hereunder by City, unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of City to enforce the same or any other provision in the event of any subsequent breach or default.

27. Binding Effect

The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and bind the parties and their respective successors.

28. Entire Agreement/Modification

This agreement, including Exhibits A-C, and the Consultant's proposal dated _____ constitutes the entire Agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.

CITY OF UNALASKA

**EXHIBIT "A"
SCOPE OF SERVICES**

The Consultant will work with the City to complete **Analysis of the City of Unalaska Wind Power Development and Integration Assessment Project – Phase II.**

Each of the deliverables outlined below will be provided electronically as an Adobe Acrobat (PDF) file.

The Scope of Services for this Contract includes the following general tasks:

Task 1: _____

The deliverable for Task 1 will be a technical _____.

Task 2: _____

The deliverable for Task 2 will be a _____.

Task 3: _____

The deliverable for Task 3 will be a _____.

Task 4: Review by the City

In task 4, _____.

Task 5: _____

The deliverable for this task will be a _____.

Task 6: _____ *Plan*

CITY OF UNALASKA

**Analysis of the City of Unalaska Wind Power Development and Integration Assessment
Project – Phase II**

EXHIBIT “B”

CONTRACT SCHEDULE

		COMPLETION DATE
	Site Visit	_____
Task 1:	_____	_____
Task 2:	_____	_____
Task 3:	_____	_____
Task 4:	_____	_____
Task 5:	_____	_____
Task 6:	_____	_____
Task 7:	_____	_____

CITY OF UNALASKA

**EXHIBIT "C"
FEE PROPOSAL**

ATTACHMENT C

Evaluation Score Sheet

Proposal Evaluation
Wind Power Assessment - Phases II to IV

--

Technical Attributes	Weight	%
Professional Qualifications	40	40.0%
Experiences and References	30	30.0%
Narrative	30	30.0%
Technical Proposal Raw Score	100	--
Technical Proposal Adjusted Score	--	100%

Firm A	Firm B	FIRM C			
95.0	90.0	100.0			
90.0	100.0	95.0			
90.0	95.0	100.0			
92.0	94.5	98.5			
92.0%	94.5%	98.5%			

Enter the Price Proposal (if any) in USD
--

Cost Attributes	Weight	%
Cost USD	0	--
Price Proposal Score	--	0%

Firm A	Firm B	FIRM C			
0.0%	0.0%	0.0%			

Total Score Ranking

92.0%	94.5%	98.5%			
3	2	1			

**Proposal Evaluation
Wind Power Assessment - Phases II to IV**

For each Technical Attribute rank each Respondent starting with 1,2,3,4,5 and 6 and so forth. 1 is best, 2 is next best, 3 is third best, etc.. Do not skip or repeat numbers.

<i>Attributes</i>	<i>Weight</i>	<i>%</i>
Professional Qualifications	40	40.0%
Experiences and References	30	30.0%
Narrative	30	30.0%

Firm A	Firm B	FIRM C			
2	3	1			
3	1	2			
3	2	1			

Do not edit. The below calculates the rankings you entered above as a percentage. Each successive rank is a difference of 5%.

<i>Attributes</i>	<i>Weight</i>	<i>%</i>
Professional Qualifications	40	40.0%
Experiences and References	30	30.0%
Narrative	30	30.0%

Firm A	Firm B	FIRM C			
95.0	90.0	100.0			
90.0	100.0	95.0			
90.0	95.0	100.0			

Total Weight 100 100.0%
Ranking

92.0	94.5	98.5			
3	2	1			

I certify that I have no conflicts of interest and that I have strictly adhered to the procedures described in the Request for Qualifications.

Evaluator Signature:

Date: