



REQUEST FOR PROPOSALS

Yukon-Kuskokwim Delta Community Sustainability Model, Phase III

Dated December 6, 2016

Important:

If your firm intends to respond to this Request for Proposals, please fill out the following information and reply to us via email or fax.

Nuvista Light & Electric Cooperative, Inc. (Nuvista) may issue periodic addenda regarding this RFP to those companies on our list.

Company Name	
Contact Name	
Company Address	
Telephone Number	
Fax Number	
E-mail Address	
Alaska Business License	

Contact:

Natalie Hanson
Executive Director
E-mail: nhanson@nuvistacoop.org
Ph: 907-562-3102
Fax: 907-562-3106

SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Proposals shall be received at:
Nuvista Light & Electric Cooperative, Inc.
1205 E. International Airport Rd, Suite 202
Anchorage, AK 99518

The approximate RFP schedule is as follows:

RFP Issued	December 6, 2016
Pre-proposal meeting	None
RFP Closing Date	Proposals shall be delivered to the Nuvista office building prior to 4:00 p.m. on January 11, 2017.

Sealed proposals will be received prior to 4:00 p.m. Alaska time January 11, 2017. Submit four (4) copies and one (1) disk or thumb drive in a sealed envelope or package that must be plainly marked on the outside with the following information:

1. Offeror's Name
2. Date and Time Scheduled for Receipt of Offers, which is **January 11, 2017, by 4:00 p.m.**
3. Name of the project, which is: **Yukon-Kuskokwim Delta Community Sustainability Model, Phase III**

A committee appointed by the Executive Director shall rank the proposals in accordance to the award criteria herein. Nuvista may reject any or all offers, if such action is seen to be in the best interest of Nuvista. Nuvista may waive informalities and minor irregularities in offers received.

This RFP is not a commitment of any kind by Nuvista, nor does it commit Nuvista to pay costs incurred in the submission of an offer, or any other cost incurred prior to the execution of a formal contract.

Please direct all questions concerning this Request for Proposal to:

Natalie Hanson
Executive Director
Ph: 907-562-3102
Fax: 907-562-3106
E-mail: nhanson@nuvistacoop.org

1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents Nuvista's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The period of performance is estimated to be Phase III: Community Sustainability Model Analysis and Completion – February through May 2017, unless amended.

Unless otherwise provided in this RFP, Nuvista, and the successful offeror agree: (1) that any authorized holding over of the contract, excluding any exercised renewal options, will be considered as a month-to-month extension, with all terms and conditions remaining in full force and effect; and (2) to provide 30 days written notice to the other party of the intent to cancel such month-to-month extension.

1.03 Purpose of the RFP

The purpose of this RFP is to award a contract for professional services for the support and development of community sustainability (or sub-regional tri-village services consolidation) model. This project is funded by a State of Alaska Grant Agreement, Number 13-DC-485. The successful offeror shall be required to comply with all terms and conditions of this Grant as if it were itself the grantee and shall owe to Nuvista all duties as Nuvista would owe to the grantor.

1.04 Budget

Budget is estimated for a period of performance of three months at no more than \$315,000. Work shall begin following written Notice to Proceed from Nuvista.

1.05 Location of Work

The work under this contract will take place primarily within the Yukon-Kuskokwim Delta region of Alaska and may involve travel throughout the region. Nuvista is located in Anchorage, Alaska, but will require frequent contact with the contractor; however, most or all communication may be done telephonically or electronically. The contractor is not expected to travel to Anchorage.

Nuvista will NOT provide workspace for the contractor. The contractor must provide its own workspace. Failure to comply with these requirements may cause Nuvista to reject any proposal as non-responsive, or cancel the contract.

1.06 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Executive Director of Nuvista at least ten days before the deadline for receipt of proposals. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

1.07 Questions Received Prior to Deadline for Receipt of Proposals

All questions must be in writing and directed to Nuvista, addressed to the Executive Director not later than ten (10) days prior to the last date for submission of proposals. Any answer shall be copied to all parties that have given written notice of intent to propose.

1.8 Addenda

If an addenda or answer to question is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the Executive Director after receiving the RFP from Nuvista's Online Public Notice.

1.9 Alternate Proposals

Each offeror may submit only one proposal. Alternate proposals will be deemed non-responsive.

1.10 Right of Rejection

Offerors must comply with all of the terms of the RFP and all applicable local, state, and federal laws, codes, and regulations. The Executive Director may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of Nuvista. If an offeror does so, the Executive Director may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Nuvista reserves the right to refrain from making an award if it determines that to be in its best interest.

1.11 Nuvista Not Responsible for Preparation Costs

Nuvista will not pay any cost associated with the preparation, submittal or presentation of any proposal.

1.12 Disclosure of Proposal Contents

All proposals and other material submitted become the property of Nuvista and may be returned only at Nuvista's option. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the Executive Director do so, and if the Executive Director agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the Executive Director agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

1.13 Subcontractors

With Nuvista's written consent, which shall not be unreasonably withheld, subcontractors may be used to perform work under this contract. If an offeror proposes to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror shall provide the following information concerning each prospective subcontractor within five working days from the date of Nuvista's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) subcontractor must hold a valid Alaska business license at the time award; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause Nuvista to consider their proposal non-responsive and reject it. The substitution of one

subcontractor for another may be made only at the discretion and prior written approval of Nuvista.

1.14 Joint Ventures - Joint ventures will not be allowed.

1.15 Offerors Certification

By signature on the proposal, Offerors certify that they comply with the following:

- (a) all terms and conditions set out in this RFP;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (f) the offers will remain open and valid for at least 90 days; and
- (g) programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any Offeror fails to comply with [a] through [h] of this paragraph, Nuvista reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

1.16 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by Nuvista or formerly employed by Nuvista within the past two years) and, if so, the nature of that conflict. The Nuvista Board of Directors reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Offeror. The Board's determination regarding any questions of conflict of interest shall be final.

1.17 Right to Inspect Place of Business

At reasonable times, Nuvista may inspect those areas of the contractor's place of business that are related to the performance of a contract. If Nuvista makes such an inspection, the contractor must provide reasonable assistance.

1.18 Solicitation Advertising

Notice has been provided in accordance with the by-laws of Nuvista Light & Electric Cooperative.

1.19 News Releases

News releases related to this RFP or project will not be made without prior approval of the Executive Director.

1.20 Assignment

The contractor may not transfer or assign any portion of the contract without prior written approval from the Executive Director.

1.21 Disputes

A contract resulting from this RFP is governed through the by-laws of Nuvista Light & Electric Cooperative. If the contractor has a claim arising in connection with the agreement that it cannot resolve with Nuvista by mutual agreement, it shall pursue the claim only in the Superior Court of Alaska and not elsewhere.

1.22 Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind the Offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

2.02 Pre-proposal Conference - None.

2.03 Site Inspection - None.

2.04 Amendments to Proposals

Amendments to, or withdrawals of, proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to Nuvista's request.

2.05 Supplemental Terms and Conditions

Proposals must comply with Section **1.10 Right of Rejection**. However, if Nuvista fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish Nuvista's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if Nuvista's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.06 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the Executive Director or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Executive Director or the PEC may be adjusted as a result of a clarification under this section.

2.07 Discussions with Offerors

Nuvista may conduct discussions with Offerors. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the Executive Director. Discussions will only be held with Offerors who have submitted a proposal deemed reasonably susceptible for award by the Executive Director. Discussions, if held, will be after initial evaluation of proposals by the Executive Director or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Executive Director may set a time for best and final proposal submissions from those Offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

2.08 Prior Experience

Offeror's who are interested in responding to this solicitation must demonstrate in their proposal they meet the following minimum requirements:

1. Offeror has the qualifications and experience to provide the services herein;
2. Minimum of five (5) years in business doing similar work;
3. Submit a proposal as requested in Section 6 of this solicitation.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

2.09 Evaluation of Proposals

The Executive Director, or an evaluation committee made up of at least one Nuvista employee and at least one Board Member, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section 7 of this RFP.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

2.10 Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of Nuvista's request.

2.11 Alaska Business License and Other Required Licenses

Prior to the award of a contract, an Offeror must hold a valid Alaska business license.

Acceptable evidence that the Offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the proposal that the Offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from Nuvista's office; or
- (e) a sworn and notarized affidavit that the Offeror has applied and paid for the Alaska business license.

Prior the deadline for receipt of proposals, all Offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

2.12 Contract Negotiation

After final evaluation, the Executive Director may negotiate with the Offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked Offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, Nuvista may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held at Nuvista Light & Electric Cooperative, Inc., 1205 E. International Airport Rd, Suite 202, Anchorage, AK 99518.

If the contract negotiations take place in **Anchorage**, Alaska, the offeror will be responsible for their travel and per diem expenses.

2.13 Failure to Negotiate

If the selected Offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the Offeror and Nuvista, after a good faith effort, simply cannot come to terms,

Nuvista may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

2.14 Notice of Intent to Award (NIA) — Offeror Notification of Selection

After the completion of contract negotiation the Executive Director will issue a written Notice of Intent to Award (NIA) and send copies to all Offerors. The NIA will set out the names of all Offerors and identify the proposal selected for award.

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

Contract(s) awarded through this RFP shall be a professional service, time and materials contract. The initial term of the contract is estimated to be four (4) months from contract award. The total dollar amount of said contract is estimated not-to-exceed \$315,000.

Nuvista makes no guarantee as to the amount of work that will be available during the life of the contract. Work shall be requested from the contractor on an as needed basis using Nuvista's Notice to Proceed (NTP) process outlined within this RFP. Extensions to previously authorized NTP(s) may be granted by Nuvista to ensure authorized work is satisfactorily completed; however, no new work (no new NTPs) may be assigned or undertaken past the life of the contract. Nuvista reserves the right to assign NTP's issued under an expiring contract to a new contract provides the new contract is to the same Contractor and the new contracts scope of services addresses the same services being provided within the NTP. Nuvista may assign the NTPs to a new contractor if it is in the best interest of Nuvista, or cancel the NTPs in their entirety.

3.02 Contract Approval

This RFP does not, by itself, obligate Nuvista. Nuvista's obligation will commence when the contract is executed by Nuvista. Upon written notice to the contractor, Nuvista may set a different starting date for the contract. Nuvista will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by Nuvista.

3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached Standard Agreement Form for Professional Services Contracts (Appendix A). All provisions within this RFP must be complied with and shall become part of the awarded contract. No alteration of these provisions will be permitted without prior written approval from Nuvista. Objections to any of the provisions in this RFP must be set out in the Offeror's proposal.

3.04 Proposal as a Part of the Contract

All of this RFP and the successful proposal will be incorporated into the contract.

3.05 Additional Terms and Conditions

Nuvista reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.06 Insurance Requirements

The successful Offeror must secure satisfactory insurance coverage as required by the State of Alaska Department of Commerce, Community, and Economic Development. Failure to provide evidence of adequate coverage is a material breach and grounds for termination of the contract.

Indemnification and Insurance requirements

Article 1. Indemnification

The Contractor shall indemnify, defend, and hold harmless Nuvista from and against any claim of, or liability for, negligent acts, errors, and omissions of the Contractor under this contract. The Contractor shall not be required to indemnify, defend, or hold harmless Nuvista for a claim of, or liability for, the independent negligent acts, errors, and omissions of Nuvista. If there is a claim of, or liability for, a joint negligent act, error or omission of the Contractor and Nuvista, the indemnification, defense and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Contractor" and "Nuvista" include the employees, agents and other contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, or omissions" means negligence other than in Nuvista's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting Contractor's indemnification obligation, Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, Nuvista shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Executive Director prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. For Contractor's services performed in Alaska, all insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against Nuvista.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this contract with minimum coverage limits of \$300,000 combined single limit per occurrence.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this contract with minimum coverage limits of \$300,000 combined single limit per occurrence.

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this contract. Limits required per the following schedule:

Under \$100,000	\$300,000 per Occurrence/Annual Aggregate
\$100,000-\$499,999	\$500,000 per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Occurrence/Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

3.07 Bid Bond - Performance Bond - Surety Deposit - Not applicable.

3.08 Contract Funding

Funding will be by Nuvista Light & Electric Cooperative, Inc.'s FY13 Designated Legislative Grant Funds from the State of Alaska Department of Commerce, Community, and Economic Development.

3.09 Proposed Payment Procedures

Payments shall be made by approved Notice to Proceed (NTP) and Contractor's detailed invoice. Payments are Net-30 and all costs associated with the contract must be stated in U.S. currency.

Nuvista intends to pay the contractor for time and materials based upon satisfactory completion of tasks, review of the required deliverables, and submission of an invoice from the contractor.

No payment shall be made until the invoice has been approved and authorized by the Executive Director or designee. Under no condition will Nuvista be liable for the payment of any interest charges associated with the cost of the contract.

Nuvista is not responsible for, and will not pay any local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

3.09.1 Travel Expenses

Contractor's employees on travel status will be compensated for food and lodging expenses in accordance with the State of Alaska Admin Manual for Travel (AAM 60 Sections 200, 220, 240, 250, and 260). In determining M&IE Rates contractors will use the XE schedules. Links to current State of Alaska Travel policy can be found at <http://doa.alaska.gov/dof/travel/index.html> Click on AAM60 for a direct link to the Admin Manual. A direct link to the State of Alaska Per Diem Rates, effective October 1, 2015, can be found at: http://doa.alaska.gov/dof/travel/resource/MIE_AK_CONUS_Rates.pdf.

3.09.2 Authorized Contract Limits

Nuvista makes no guarantees as to any minimum or maximum award amounts under this contract, and may choose to solicit sealed competitive proposals for similar work identified in this RFP outside the framework of its term contracting process described in this RFP.

The contract not-to-exceed amount is an estimated total amount of work Nuvista anticipates funding over the contract life. Nuvista may amend the contract not-to-exceed amount at any time during the term of the agreement, including subsequent renewals, if it is in the best interest of Nuvista.

3.09.3 Labor Rates

Contractor shall provide current wage schedule for all staff and subcontractors' staff showing the loaded labor rates (by job title and class) who may be reimbursed under the contract.

Labor rates remain firm for one calendar year from contract award. The Contractor must provide a written request for a rate adjustments. The labor rates listed on the fee schedule become the contracted rates for developing costs associated with assigning work (NTPs).

Rate adjustments will not be effective until 30 days after Nuvista receives and approves the Contractor's written request.

3.10 Contract Payment

Nuvista makes no guarantee as to the amount of work that will be available during the life of the contract. Work shall be requested from the contractor on an as needed basis using Nuvista's Notice to Proceed (NTP) process outlined within this RFP. Extensions to previously authorized NTP(s) may be granted by Nuvista to ensure authorized work is satisfactorily completed; however, no new work (no new NTPs) may be assigned or undertaken past the life of the contract. Nuvista reserves the right to assign NTP's issued under an expiring contract to a new contract provide the new contract is to the same Contractor and the new contracts scope of services addresses the same services being provided within the NTP. Nuvista may assign the NTPs to a new contractor if it is in the best interest of Nuvista, or cancel the NTPs in their entirety.

3.11 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the Executive Director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

3.12 Contract Personnel

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the Executive Director. Personnel changes that are not approved by Nuvista may be grounds for Nuvista to terminate the contract.

3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Executive Director. Nuvista may employ all reasonable means to ensure the work is progressing and being performed in compliance with the contract. The Executive Director may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause Nuvista to terminate the contract. In this event, Nuvista may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.14 Termination for Default

If the Executive Director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, Nuvista may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

3.15 Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Executive Director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The contractor will not commence additional work until the contractor receives an executed Notice to Proceed (NTP).

3.16 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

3.17 Nondisclosure and Confidentiality

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly

notify Nuvista in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, loan or grant applications, software, information or materials (whether prepared by Nuvista or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by Nuvista.

Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing Nuvista with written notice of the requested disclosure (to the extent such notice is permitted by applicable law) and giving Nuvista opportunity to review the request. If the contractor receives no objection from Nuvista, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to Nuvista within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of Nuvista, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

Nuvista is seeking professional services for the development of community sustainability models in the Yukon-Kuskokwim (YK) Delta. The goal of the project is to conduct sub-regional planning efforts to evaluate the desire, potential, and costs associated with consolidating public services and infrastructure projects – creating economies of scale, reducing costs, and improving basic core shared services among closely located communities. The result of this work is a long-range project implementation plan, schedule, and cost estimate – conducted through data collection, a public engagement process, agency coordination, negotiations, and integrated infrastructure project planning.

The project period is divided into five tasks, with Tasks 1 and 3 completed by Nuvista:

- Task 1. Preliminary Planning & Stakeholder Identification
- Task 2. Data Compilation
- Task 3. Stakeholder & Regional Organization Outreach
- Task 4. Implementation Plan & Cost Analysis
- Task 5. Finalize Models & Project Planning Report

Phase III (Hooper Bay, Scammon Bay, & Chevak), tasks 1 and 3 will be initiated and completed by Nuvista. The deliverable is a draft project report, outlining sub-regional background information, the planning effort conducted to-date, and preliminary project recommendations. This will be the starting point for tasks 4 and 5 (Implementation Plan & Cost Analysis and Finalize Models & Project Planning Report), which will focus on development of an implementation plan, proposed schedule, cost analysis, and final report. The documents developed for Phase I (Nelson Island) and Phase II (Lower Yukon) will be used as models for the deliverable, similar in form but focused on a separate sub-region of the Yukon-Kuskokwim Delta.

This solicitation's award will be for Phase III (Hooper Bay, Scammon Bay, & Chevak).

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

Phase III (Hooper Bay, Scammon Bay, & Chevak) – Conduct an analysis of previously collected data; if needed, collect additional data (see Appendix B, Data Collection & Analysis Needs); complete an implementation and cost analysis; draft and finalize community sustainability model; provide support for Nuvista’s Stakeholder & Regional Organization outreach; and develop a project planning report.

Scope of Work

A. Community Sustainability Model for Hooper Bay, Scammon Bay, & Chevak

The contractor shall:

1. Research and compile all background information, including, but not limited to: physical (geologic, geographic), economic (current and trends), social (current and trends), health housing, sanitation (water, sewer, landfill), transportation, energy, etc. – *see Appendix B*
2. Compile all available data from State, regional, and local agencies and entities, including, but not limited to: health, housing, sanitation, transportation, energy, etc. – *see Appendix B*
3. Work in collaboration with local, regional, and state entities to draft an implementation plan and proposed schedule.
4. Engage the local, regional, and statewide stakeholders in consultation with Nuvista.
5. Identify a priority list of implementation options with stakeholder “buy-in” and concurrence.
6. Conduct a thorough cost analysis, including funding options, for model implementation.
7. Incorporate edits and finalize the draft project planning report.

Deliverable:

The contractor shall compile all information gathered during this Phase into a project planning report. This plan will provide sub-regional background data, propose the sustainability model options, conduct analysis of proposed models, and provide recommendations for implementation and funding options. The final deliverable should be supported through a rigorous stakeholder engagement and communication process.

Schedule

Commence: February 1, 2017

Complete: June 2, 2017

5.02 Deliverables and NTP Process

Deliverables and schedule will be identified in each individual NTP.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

Nuvista discourages overly lengthy and costly proposals, however, in order for Nuvista to evaluate proposals fairly and completely, Offerors must follow the format set out in this RFP and provide all information requested.

6.02 Introduction

Proposals must include the complete name and address of Offeror's firm and the name, mailing address, and telephone number of the person Nuvista should contact regarding the proposal.

Proposals must confirm that the Offeror will comply with all provisions in this RFP; and, if applicable, proposals must be signed by a company officer empowered to bind the company. An Offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03 Understanding of the Work and Commitment

Offerors must provide comprehensive narrative statement illustrating their understanding of the requirements of the services.

6.04 Methodology Proposed for Performing the Work

Offerors must provide a comprehensive narrative statement defining the approach of how they intend to employ and illustrate how the methodology will serve to accomplish tasks. Describe what, when, where, how, and in what sequence the work will be done. Address how proximity to the Project site, particular geographic familiarity, experience, and capabilities of your firms (Offeror and Proposed Subcontractors) and Project Staff might specifically contribute to the proposed methods.

6.05 Experience and Qualifications

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster identifying each key person who will actually work on the contract and provide the following information about each person listed:

- a. title,
- b. brief resume,

- c. location(s) where work will be performed,
- d. Itemize the total cost and the number of estimated hours for each individual named above.

Offerors must provide reference names and phone numbers for similar projects the Offeror’s firm has completed. Response must describe previous projects the project team has worked on that are related in size and scope to this project.

6.06 Cost Proposal

Proposer(s) must provide fully loaded billable hourly rates for all key staff personnel and sub-contractors who may be assigned to work on this project. Fully loaded billable rates are inclusive of overhead, G&A, fringe benefits, profit, insurance, etc. and appear in an hourly rate format. Offerors who fail to address all the cost required herein may have their proposal rejected as non-responsive.

Offeror’s proposal shall discuss any issues they may have regarding costs or any other proposed payment terms or conditions that may be different than those indicated in this RFP.

For the purposes of evaluating costs for this proposal, Offeror’s shall enter the following:

Category	Job Title	Hourly Rate/Cost	X Estimated Hours	= Total
Contract Administration			10	\$
Project Management			50	\$
Drafting/Revising Plan			50	\$
Stakeholder Outreach			100	\$
				\$
TOTALS:				\$

Note: The estimated hours listed are for evaluations purposes only, and are not intended to indicate the exact amount of hours used under this contract.

6.07 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section 7.

SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

*THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS PROPOSAL IS 100*

7.01 Evaluation Criteria

- 1) Understanding of the project – 10%
- 2) Methodology proposed for performing the work – 20%
- 3) Relevant experience and qualification – 30%
- 4) Cost Proposal – 40%

SECTION EIGHT ATTACHMENTS

8.01 Attachments

- Appendix A: Standard Agreement Form
- Appendix B: Data Collection & Analysis Needs

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Nuvista Contract Project Name		2. Nuvista Contract Number	
3. Vendor Email Contact		4. Vendor Telephone and Fax	5. Alaska Business License Number
6. This contract is between Nuvista Light & Electric Cooperative, Inc.,			
1205 E. International Airport Rd, Suite 202, Anchorage, AK 99518, hereafter known as Nuvista			
7. Contractor			
hereafter known as Contractor			
8.			
Period of Performance: The period of performance for this contract begins _____, and ends _____.			
Considerations:			
1.1 In full consideration of the Contractor's performance under this contract, Nuvista shall pay the Contractor a sum not to exceed \$ _____ in accordance with the provisions of this RFP.			
1.2 When billing Nuvista, the Contractor shall refer to the Contract number and send the billing to: Attn: Executive Director Nuvista Light & Electric Cooperative, Inc. 1205 E. International Airport Rd, Suite 202 Anchorage, AK 99518			
CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to, and including dismissal.			
9. Contractor			
Name & Address of Firm			
Signature of Authorized Representative			Date
Typed or Printed Name & Title of Authorized Representative			
10. Nuvista			
Signature			Date
Typed or Printed Name & Title			

NOTICE: This contract has no effect until signed by the Executive Director of Nuvista.

Data Collection & Analysis Needs

These are key pieces of information that will be necessary to create a baseline picture of current status in the communities. Though a great reference and starting point, this should not be considered the sum total of information needed for this project. Additionally, much of this information is available through various state agencies (DCRA, AEA, AHFC, etc.) and regional entities (Housing Authority, School Districts, Governments, Utilities, industries, etc.). Contractor may need to initiate communications to gather data.

Data Needs for YK Delta tri-village service consolidation models:

1. Demographics
 - a. Current population
 - b. Recent trend(s) – 5- or 10-year analysis
2. Employment & Income
 - a. Current situation
 - b. Recent trend(s)
3. Utility information
 - a. Current status (i.e. ongoing or planned projects)
 - b. Potential for upgrades/improvements
4. Electricity
 - a. Current cost of generation
 - i. Fuel
 - ii. Nonfuel
 - b. Current transmission method (i.e. within each community and between communities)
 - c. Potential for creating a mini-grid on Nelson Island (i.e. closing the loop of transmission lines that already exists)
 - d. Current energy prices
 - e. Historical trend(s) and range of energy prices
5. Bulk fuel
 - a. Current storage, storage capacity, and delivery method(s)
 - b. Consumption
 - i. Residential
 - ii. Nonresidential
 - c. Distribution amongst the island communities
 - d. Potential for more efficient storage, transportation, distribution to island communities from main storage site
6. Renewable energy information
 - a. Current status of renewable energy production/projects on Nelson Island
 - b. Data about any active renewable energy sources (i.e. project cost, savings over time, generation, capacity of source)

- c. Potential for further harnessing renewable energy on the Island (i.e. wind, geothermal, solar, tidal, in-stream turbines)
- 7. Energy efficiency
 - a. Past or on-going energy efficiency efforts
 - i. Residential
 - ii. Commercial
 - iii. Other
 - b. Opportunities for communities to implement energy efficiency measures individually or as a cluster
- 8. Landfill
 - a. Current landfill operation(s)
 - i. Location(s), capacity, status
 - b. Potential for communities to create a communal landfill on the island, with community-based temporary dump/consolidation sites and a method for transportation to main landfill
- 9. Transportation
 - a. Current methods of transportation
 - i. Within Nelson Island
 - ii. Regional
 - b. Potential and past transportation projects
 - i. Roads/trails
 - ii. Airport
 - iii. Water
- 10. Health
 - a. Current situation of health care
 - i. Subregional clinics/local clinic(s)
 - 1. Programs
 - ii. Population served
- 11. Education
 - a. Current statistics
 - i. Students
 - ii. Educators
 - b. Current situation
 - i. Location of schools
 - ii. Populations served
 - c. Recent trend(s) in school attendance and educator turnover
- 12. Housing
 - a. Current housing stock
 - b. Nonresidential building stock

Analysis

1. Behavioral options (consolidation of activity?)
2. Technical options (including associated cost)
 - a. Short term
 - b. Long term
3. Economic analysis
 - a. Other Alaska case studies to reference
 - b. Cost-benefit analysis (i.e. what impact would these recommendations have? Particularly the impact over time?)
 - c. Cost estimate for full-scale implementation (i.e. including permitting, legal considerations, infrastructure development, etc.)
 - d. Cost estimate for pilot project site
4. Comparison of alternatives
 - a. Consolidation of specific services