



January 8, 2016

ALASKA ELECTRIC LIGHT & POWER COMPANY
REQUEST FOR PROPOSAL 2016-2017

LIGHT DUTY VEHICLE MAINTENANCE SERVICES

Alaska Electric Light & Power Company (AELP) is soliciting proposals to perform Vehicle Maintenance Services on its fleet of light duty vehicles. Through a resulting contract, it is AELP's goal to provide responsible, reliable, and renewable electric services to the community of Juneau, Alaska.

All parties interested in supporting our goals should complete the enclosed proposal package and **return to AELP no later than 4 pm, Friday, January 29, 2016**. All proposals received after this deadline or incomplete will not be accepted and returned to sender.

Supporting documents to be included:

1. Qualifications

- a. Business License
- b. Certificate of Insurance w/ AELP listed as additional insured
- c. Safety Program Record
- d. Service References (2)

2. Preventative Maintenance

- a. Proposed Schedule, Task, & Cost (3K, 15K, 30K miles)
- b. Tire Mount & Balance Rate (Winter, Summer)

3. Repair Maintenance

- a. Hourly Shop Rate
- b. Description of Shop Equipment

4. Transport of Vehicles

- a. Cost for scheduled driver support to coordinate pick-up & drop-off of vehicles

5. Emergency & Roadside assistance

- a. 24 Hour Service availability and rate
- b. Roadside assistance and towing capability and rate

6. Administrative Services

- a. Method for tracking and reporting
- b. Quarterly metrics for costs and service
- c. Annual Summary Report
- d. Agreement Exceptions if any

Attached is a list of current light duty vehicles, vehicles available for inspection upon request. Our light duty vehicle usage is branched into five categories: Generation, T&D, Metering, Duty, and Office. As a result, our vehicles do not all experience the same usage or hours of operation. Considering this, since certain vehicles may require more periodic maintenance than others may. AELP will make reasonable effort to coordinate reasonable schedule maintenance. It is also important that a service provider be able to accommodate maintenance and repairs after-hours, on weekends, and for emergency priority. Picking up and dropping off vehicles from the Lemon Creek facility as requested.

AELP reserves the right to define and waive irregularities, to accept or reject any or all proposals, in whole or part, and to reissue, withdraw or cancel the request in its entirety for any reason, including to any costs associated with proposal preparation and submittal. Proposal criterion will include but may not be limited to economics, contract & specification requirements, and support of AELP goals. It is AELP's intent to award two consecutive one-year (2016 & 2017) performance based agreements with associated work opportunities.

If you have any questions, regarding this request for bid please contact Lena Lee, 907-463-6337.

Sincerely,

Lena Lee

Lena Lee

Enclosure: Vehicle List & Description
Preventative maintenance check lists
Agreement for the provision of services

AEL&P Light Duty Vehicles

Vehicle #	Department	Year	Description
6	Duty Engineer	2015	Toyota Tundra 4 X 4 - Gray
9	Duty Engineer	2007	Gmc Sierra Truck/Blue
33	Duty Engineer	2014	Dodge Ram P/U - Brown
35	Duty Engineer	2012	Chevy Volt
37	Duty Engineer	2008	Chevy Pickup
74	Duty Engineer	2013	Dodge Ram 1500 Gray P/Up
75	Duty Engineer	2013	Dodge Ram 1500 Black P/Up
3	Generation	2008	Ford Flatbed/Crane
20	Generation	2014	Ford F350 Flatbed P/U & Plow
23	Generation	2004	Chevy Astrovan
39	Generation	2013	Chevy Silverado Truck/Blue
43	Generation	2013	Chevy Express Van
50	Generation	2007	Gmc Savanna Van
59	Generation	1996	Ford F350 Flatbed/Dump
76	Generation	2015	Ford F550 Dumpbed
5	Metering	2013	Dodge Ram 1500 P/U Blue
7	Metering	2008	Ford Escape Hybrid
17	Metering	2015	Dodge Ram 1500 Quad Cab P/U Blue
25	Metering	2014	Dodge Ram 1500 Blue P/U
41	Metering	2013	Chevy Silverado Truck/Blue
65	Metering	2005	Dodge Dakota Pickup
12	Office	2002	Mercury Mountaineer
18	Office	2007	Mercury Mariner
4	T&D	2007	Gmc Sierra Pickup
8	T&D	2013	Ford F550 Truck
31	T&D	2015	Ford F450 Flatbed W/ Plow
42	T&D	2012	Ford F450 Supercab/06 Snow Plow
60	T&D	2016	Ford F350 4 X 4 Supercab
61	T&D	2005	Ford F450 Flatbed

AGREEMENT FOR THE PROVISION OF SERVICES

This Agreement for the Provision of Services (“Agreement”) is entered into and effective as of the date of execution by the Parties, by and between Alaska Electric Light and Power Company (“AELP”), an Alaska corporation having its principal place of business at 5601 Tonsgard Court, Juneau, Alaska 99801, and _____ (“CONTRACTOR”), an _____ having its principal place of business at _____. Collectively, AEL&P and CONTRACTOR shall be known as the “Parties.”

SECTION 1: PERFORMANCE OF SERVICES

1.1. Scope of Services

- (a) **Services.** CONTRACTOR shall perform the following services (“Services”) in order to carry out the work related to Light Duty Vehicle Maintenance (the “Project”):

The Services to be performed shall meet Vehicle Manufacture Specifications with trained qualified personnel for maintaining a continuing vehicle operations for AELP and to support goals of providing a responsible, reliable, renewable electric service.

- (b) **Location of Project.** The Project is located within the AELP electrical service area as determined by AELP. AELP provides electrical services to the general vicinity of Juneau, Alaska, where portions of its area includes remote access only.

1.2. Schedule

The term of this Service Agreement shall be for a period of one (1) year, with an option to renew for one (1) additional one (1) year term. Award of the maximum agreement term will be contingent on acceptable stated and negotiated cost improvements over the term of the agreement. Contractor must maintain service level standards measured by adherence to AELP Safety, Reliability, and member relations. AELP shall be the sole judge of the Contractor’s performance.

1.3. Standard of Care

CONTRACTOR represents and warrants that it will perform the Services in a professional and workmanlike manner.

1.4. Authorization to Perform

CONTRACTOR represents it is appropriately licensed and registered to perform the Services in the location(s) contemplated by this Agreement.

SECTION 2: AEL&P RESPONSIBILITIES

AEL&P shall timely provide relevant information to assist CONTRACTOR with the performance of the Services. AEL&P shall designate a person to act with authority on AEL&P's behalf with respect to all aspects of the Project. AEL&P shall examine and respond promptly to CONTRACTOR's submittals and requests.

SECTION 3: COMPENSATION

In consideration for the Services performed by CONTRACTOR, AEL&P shall pay CONTRACTOR compensation as follows:

See Attached Rate Sheet

("Contract Price"). CONTRACTOR shall provide invoices requesting compensation on a monthly basis. AEL&P shall pay CONTRACTOR within thirty (30) days of receipt of an invoice supported by a reasonable explanation of the Services provided during the billing cycle. If AEL&P objects to all or any portion of an invoice, AEL&P shall notify CONTRACTOR within seven (7) calendar days of invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute.

SECTION 4: FORCE MAJEURE

Neither party shall be responsible for delays or failure in the performance of any part of this Agreement caused by factors beyond their reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, fire, earthquake, flood, avalanche, explosion, riot, war, terrorism, or failure of any governmental or other regulatory authority to act in a timely manner ("Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected party shall, as soon as practicable: (a) notify the other party of the Force Majeure Event and its impact on performance under this Agreement, and (2) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

SECTION 5: CHANGES IN THE SCOPE OF WORK

5.1. Change Orders

(a) AEL&P, without invalidating this Agreement, may order changes in the scope of work consisting of additions, deletions, or other revisions, CONTRACTOR's compensation and the design completion date being adjusted accordingly. All such changes in the Project shall be authorized by Change Order, signed by AEL&P and CONTRACTOR. CONTRACTOR shall not be required to perform out-of-scope or extra work without its written approval.

- (b) A Change Order is a written order to CONTRACTOR, signed by AEL&P (or its authorized agent) and CONTRACTOR, issued after the execution of this Agreement, authorizing an addition, deletion, or revision in the Services or an adjustment in the Contract Price or the Schedule.
- (c) Any increase or decrease in the Contract Price or change in the Schedule resulting from a change in the Project shall be determined by mutual written agreement.

SECTION 6: INDEMNIFICATION

CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold AEL&P harmless from any claim, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by CONTRACTOR's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subcontractors or anyone for whom CONTRACTOR is legally liable. Notwithstanding the above, CONTRACTOR's obligation to indemnify and hold harmless shall extend only to CONTRACTOR's percentage of negligence contributing to such claim, damage, loss or expense on a comparative basis of fault and responsibility between CONTRACTOR and AEL&P. It is the express intent of this indemnity clause that CONTRACTOR shall not be obligated to indemnify AEL&P for AEL&P's own negligence. The terms of this paragraph shall survive the termination of this Agreement.

SECTION 7: INSURANCE

7.1. Limits

During the performance of the Services under this Agreement, CONTRACTOR shall maintain the following insurance:

- (a) General Liability insurance with bodily injury and property damage of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- (b) Automobile Liability insurance with bodily injury and property damage limits of \$1,000,000 for each accident.
- (c) Workers' Compensation insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of \$500,000 for each occurrence.
- (d) Professional Liability insurance with limits of \$1,000,000 annual aggregate.

7.2. Endorsements

AEL&P shall be named as an additional insured on policies (a) and (b) listed above to the extent

claims arise from the Services which are performed pursuant to this Agreement.

7.3. Proof of Insurance

CONTRACTOR shall furnish to AEL&P a certificate of insurance evidencing the above and including a provision that such insurance shall not be canceled without at least thirty (30) days written notice to AEL&P.

SECTION 8: INDEPENDENT CONTRACTOR

CONTRACTOR agrees that it is an independent contractor and not an agent, joint venture, partner or employee of AEL&P, nor is it entitled to any employee benefits provided by AEL&P. CONTRACTOR shall be responsible for payment of any and all unemployment, social security, withholding, and other payroll taxes for its employees as applicable. CONTRACTOR is not, and shall not hold itself out to be, vested with any power or right to bind AEL&P contractually or to an act on behalf of AEL&P as its contracting broker, agent, or otherwise.

SECTION 9: MISCELLANEOUS

9.1. Notices

Any notice hereunder shall be deemed served as follows: (i) by hand delivery in writing, (ii) by overnight carrier, or (iii) by certified mail service, return receipt requested. No faxed or e-mailed notices will be accepted. Notices shall also be served to the business address identified below:

If to AEL&P:

Alaska Electric Light and Power Company
5601 Tonggard Court
Juneau, AK 99801

If to CONTRACTOR:

Each party hereto, its successors and assigns, shall have the right from time to time by giving written notice to the other parties hereto, to change its address for notices hereunder.

9.2. Applicable Law

This Agreement and all rights, obligations, liabilities, and responsibilities of the parties hereto shall be governed by, construed, and enforced in accordance with the laws of the State of Alaska. Any action brought to enforce this Agreement shall be brought in the First Judicial District of the State of Alaska at Juneau.

9.3. Environmental Protection

Contractor shall at all times during the performance of the Services comply with all Environmental Laws.

9.4. Applicable Standards and Codes

All applicable Federal, State, and Local regulations consistent with Services provided.

9.5. Subcontractors

AEL&P shall have the right to pre-approve the subcontracting of any services to be performed under this Agreement, which approval shall not be unreasonably withheld.

9.6. Successors and Assigns

AEL&P and CONTRACTOR each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement. This Agreement shall not be assigned by either party without the other party's express written consent. Provided, however, CONTRACTOR shall be entitled to subcontract portions of its work to other companies in which CONTRACTOR has an ownership interest without first obtaining the written consent provided for under this Section.

9.7. Equal Employment Opportunity

CONTRACTOR and AEL&P expressly agree not to discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, or disability and shall during the performance of this Agreement comply with all applicable Executive Orders and federal regulations.

9.8. Entire Agreement

The terms and conditions herein represent the entire agreement between the parties with respect to this subject matter and supersedes any and all other prior understandings, correspondence, and agreements, oral or written, between them. This Agreement shall not be modified except by written instrument duly executed by both parties.

9.9. Severability

If any provision of this Agreement is held to be in violation of any applicable law rendering such provision void and unenforceable, such provision shall be deemed severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

9.10. Survival of Obligations

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

10.0 Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any signature page of any such counterpart, or any facsimile or other electronic transmission thereof, may be attached or appended to any other counterpart to complete a fully extended counterpart to this Agreement, and any facsimile transmission of any party’s signature to any counterpart shall be deemed an original and shall bind such party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date last set forth below.

**ALASKA ELECTRIC LIGHT AND
POWER COMPANY**

By _____

By _____

Title

Title

Date

Date