# Alaska Energy Authority

# **REQUEST FOR PROPOSALS PACKAGE**

Other:

**Proposed Statement of Services** 

(Procurement per Article 3 of AS 36.30)

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# **ISSUING OFFICE**

Agency Contact & Phone No	Selwin Ray, 907-771-3035
Contracting Agency	Alaska Energy Authority

#### PROJECT

RFP NUMBER:	25055
Project Site (City, Village, etc.):	Anchorage, AK
Project Title & Contract Description :	Term Agreement for Renewable Energy Working Group Facilitator

The Alaska Energy Authority (AEA), the State of Alaska's state energy office and lead agency for statewide energy policy and program development, is releasing this Request for Proposal (RFP) to solicit a contractor to perform working group facilitation and public outreach activities across several renewable energy technologies.

It is anticipated that the Agency will award multiple agreements for these services.

# **SCHEDULE & PAYMENT**

Anticipated period for performance-Begin/End: June 30, 2025 to June 30, 2026 with the option for four additional oneyear extensions (June, 2030)

Estimated amount of proposed contract:

	less than \$100,000
$\boxtimes$	\$250,000 to \$500,000

\$100,000 to \$150,000
\$500,000 to \$1,000,000

Firm Fixed Price (FFP)

Other: Determined per individual NTPs

\$150,000 to \$250,000 \$1,000,000 or greater

Cost Plus Fixed Fee (CPFF)

Proposed Method(s) of Payment:

Fixed Price Plus Expenses (FPPE)

# SUBMITTAL DEADLINE AND LOCATION

OFFERORS ARE RESPONSIBLE TO ASSURE DELIVERY PRIOR TO DEADLINE (2 AAC 12.250). ONLY PROPOSALS RECEIVED PRIOR TO THE FOLLOWING DATE AND TIME WILL BE OPENED.

DATE: June 6, 2025

PREVAILING TIME: 2:00 PM

ELECTRONICALLY EMAILED or HAND DELIVER DIRECTLY TO FOLLOWING LOCATION (and person, if named):			
Alaska Energy Authority			
Selwin Ray	(When submitting proposals, please make		
813 W. Northern Lights Blvd.	sure to identify the project title and the RFP		
Anchorage, AK 99503	number on the outer envelope of the		
AEAProcurement@akenergyauthority.org	submittal package.)		

<u>IMPORTANT NOTICE</u>: If you downloaded this solicitation from the State's Website, you must register with the Authority to be placed on the planholders list and to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to insure that he has received all addenda affecting this RFP. To be registered, call 907-771-3035 or fax 907-771-3044 and provide the project name & number, company name & contact person, address, phone number & fax number.





# SELECTION PROCEDURE



1. Competitive Sealed Proposals will be evaluated by a committee (2 AAC 12, Article 4). Evaluation of responses to criteria set forth in Part C results in a numerical score for each proposal. Each criterion in Part C has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). Each one- percent weight equates to a range of 0-5 points per Evaluator. The maximum points (score) obtainable for any proposal is equal to the product of 500 multiplied by the number of Evaluators.

2. Scoring of proposals will be accomplished as follows:

2.1 Each Evaluator will individually read and rate each Offeror's response to each criterion described in Part C -Section I - Technical Proposal. Ratings will be based solely on contents of proposal and in compliance with the Contracting Agency's standard Instructions for Evaluation Committee. Except as may be stated within any criterion description in Part C, a rating of "5" = Best Response from all Offerors; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive. Ratings are multiplied by the assigned weights for each criterion to obtain criteria scores.

2.2 After completion of individual ratings in Part C, Section 1, Technical Proposal, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings; however, any changes shall be based solely on the criteria set forth in Part C.

2.2 After scoring Part C - Section I - Technical Proposal, criteria scores for Part C - Section II - Preferences, and Section III - Price (if applicable), will be calculated based on criteria descriptions.

2.4 The total score for each Offeror will be obtained by summing the scores determined for each criterion in Sections I, II and III of Part C. The order of ranking for negotiations shall be as follows: highest scored Offeror will be ranked first, next highest scored second, and etcetera.

3. Evaluators may discuss factual knowledge of, and may investigate Offerors' and proposed Subcontractors' prior work experience and performance, including projects referenced in proposal, available written evaluations, etcetera, and may contact listed references or other persons knowledgeable of a Contractor's and/or a Subcontractor's past performance. Factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are discovered, the Committee may:

- 3.1 Provide written recommendations for consideration during contract negotiations;
- 3.2 Conduct discussions in accordance with paragraph 4, below.

4. The Committee may decide to conduct discussions (or "interviews") with responsible Offerors whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements (AS 36.30.240 & 2 AAC 12.290). Offerors selected by the Committee for discussions may be permitted to submit Best and Final Offers (BAFO) for final Committee Evaluation. After discussions and any BAFO's, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Part C of this RFP (2 AAC 12.260(b)).

5. All Offerors will be advised of the Offeror selected for negotiation and, after completion of negotiations, a Notice of Intent to Award will be provided to all Offerors. If contract negotiations are unsuccessful with Offeror(s) selected for negotiation, the Contracting Agency may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

# NOTICES



1. The Contracting Agency is an equal opportunity employer.

2. Copies of contract documents are available for review at the Contracting Agency's office. Offerors located outside the general vicinity of the Contracting Agency's office may telephone the Agency Contact identified on page one of this Part A for a discussion of such items.

**General Conditions** of the Professional Services Agreement are contained in the Small Procurement Standard Provisions Booklet, which is located on the Department's WEB site. To view or download the booklet, follow these steps:

- A. log on to the web page at <u>www.dot.state.ak.us</u>
- B. select Procurement
- C. select Professional Services, Construction Related
- D. select Small Procurement Standard Provisions Booklet

The General Conditions are the same for both Competitive Sealed Proposals and Small Procurements.

3. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Contracting Agency. The Contracting Agency shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.

4. The Contracting Agency expressly reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors (2 AAC 12.990).

5. All proposals shall be open for public inspection (AS 36.30.230) after a Notice of Intent to Award is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Contracting Agency (AS 36.30.230).

6. Substitution for any personnel named in a proposal may result in termination of negotiations.

7. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.

# 8. Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska business licensing and professional registrations included in the certification statement on Page 2 of Part D in this RFP package. Non-compliance shall result in rejection of proposal.

9. **PRICE COMPETITION**: Price cannot be an Evaluation Criterion in accordance with Article 3 of AS 36.30 for services that must be performed only by Architects, Engineers or Land Surveyors (A/E or LS) licensed in the State of Alaska, UNLESS the provisions of AS 36.30.270(d) apply; i.e., unless the services required are repetitious in nature, and the nature and amount of services required are thoroughly defined by measurable and objective standards to reasonably enable firms or persons making proposals to compete with a clear understanding and interpretation of the services required. If price is a factor, a majority of the evaluation committee must be registered in Alaska to perform architectural, engineering, or land surveying services.

9.1 If the services performed do not require an A/E or LS, then all Offerors including any A/E or LS must provide Price Proposals in accordance with AS 36.30.270(b) and 2 AAC 12.260(c).

9.2 Price (or any estimate of labor hours) cannot be an Evaluation Criterion for contracts that will receive federal funding (FHWA and FAA) per 49 CFR 18.36(t), AC 150/5100-14D. For FAA exceptions: see AC 150/5100/14D, para 2-4(c).

10. An audit of the selected Offerors' and proposed Subcontractors' cost accounting systems and business records may be required to ascertain if systems are adequate for segregating contract costs; to establish a maximum allowable Indirect Cost Rate for the Agency's negotiator; and to investigate the accuracy of proposed labor rates and unit prices. In order

#### PART

not to unduly delay contract negotiation or award, be prepared to submit Pre-Audit Statement, DOT&PF Form 25A257 immediately for your firm and any subcontract which may exceed \$250,000. For contract amounts less than \$250,000, the Contracting Agency may require the Offeror and proposed Subcontractor to submit the Pre-Audit Statement if deemed necessary to determine allowable costs under Title 23 CFR requirements. If selected for negotiation, failure to submit properly completed Pre-Audit Statement(s) in a timely manner may disqualify an Offeror from further consideration. Information from Pre-Audit Statements and any Audit conducted for the Contracting Agency is considered proprietary and will be confidential.



11. Standard insurance provisions for Worker's Compensation, General and Automobile Liability, and Professional Liability are contained in DOT&PF Form 25A269, Indemnification and Insurance. Coverages may be modified under very limited circumstances. Offeror should not assume any modification of coverages.

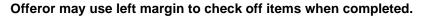
12. Professional Liability Insurance for the proposed contract:
☑ is required as shown on DOT&PF Form 25A269.
13. The proposed contract is will will not be a Federally Assisted Program of the U.S. Department of Transportation. If it will be an assisted program, then the Offeror shall insert the following notification in all subcontract solicitations for bids or proposals pertinent to this RFP:
"In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, CFR, U.S. Department of Transportation (U.S. DOT), Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally- assisted programs of the U.S. DOT issued pursuant to such Act, in any Subcontract entered into pursuant to this RFP, Disadvantaged Business Enterprise firms will be afforded full opportunity to submit bids or proposals and will not be discriminated against on the grounds of race, color, sex, or national origin, in consideration for an award.
14. Pre-proposal Conference: 🛛 None 🗌 As follows:

15. Special Notices:

15.1 Per Alaska Statute (AS) 36.30.210(e): An Alaska Business License is required of Contractors who do business in Alaska and is a prerequisite to Proposal. Offerors should be aware of this requirement and are advised that proof of application for an Alaska Business License will satisfy this requirement. Information regarding applying for an Alaska Business License can be found on-line at <a href="http://www.dced.state.ak.us/occ/home\_bus\_licensing.html">http://www.dced.state.ak.us/occ/home\_bus\_licensing.html</a> or by calling 1-907-465-2550. The business license must be in the name of the company under which the proposal is submitted. This is a requirement regardless of funding source. If an Offeror fails to comply with this requirement, their proposal will be rejected as non-responsive.

15.2 The Contracting Agency views these Term Agreements as one of the tools which may be used to accomplish its mission. The Contracting Agency reserves the right to accomplish these services through any other means.

# SUBMITTAL CHECKLIST





#### Prime Contractor shall have a current Alaska Business License on date of submittal, reference item 1, page 2, Part D.

- [ ] 1. Offerors must carefully review this RFP Package for defects and questionable material and become familiar with submittal requirements. Submit written comments to the address shown under "Submittal Deadline and Location" on page 1 of Part A - RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on record. Failure to comply with directions may result in lower score and may eliminate a submittal from consideration. Protests based upon any omission, error or content of this solicitation may be disallowed at the discretion of the Contracting Agency if the protest is not received in writing at least ten Agency work days prior to the Submittal Deadline (2 AAC 12.565).
- [ ] 2. Review Part A RFP and the proposed Statement of Services and any other attached or referenced materials. If no Statement of Services is attached, telephone the Agency contact person identified on page 1 of Part A.
- [ ] 3. Review Part C Evaluation Criteria. Read each criterion in light of the proposed Statement of Services. Note any project specific criteria which may have been added or any changes to standard criteria descriptions which may have been made. Be aware of the assigned weight for each criterion. If a weight is not entered for any criterion on Part C, notify the Agency contact person. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below.
- [ ] 4. Prepare a distinct Response for each criterion. Failure to respond directly to any criteria will result in an evaluation score of zero for that criteria. Acceptable Responses must be specific and directly related to the Contracting Agency's proposed Statement of Services. Marketing brochures, federal standard forms 254 and 255, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
- [ ] 5. Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Part C, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation.
- []
   6. Price
   Is
   Is not
   an evaluation criterion for the proposed contract.

   If Price is a Criterion, prepare
   Billing Rates and/or Price Proposals as described in Criteria #8.
- [ ] 7. Complete all entries on Part D Proposal Form. Note the statutory requirements for Alaska business licenses and professional registrations and be sure to sign and date the Certification. Copies of licenses and registrations may be provided with submittal, and will not count in the requirements of #8 below.
- 8. Attach Criteria Responses (*except any Billing Rates or Price Proposals*) to Part D Proposal Form. The maximum number of attached pages (*each printed side equals one page*) for Criteria Responses shall not exceed: Ten (10). Attached page limit does not include the four-page Part D Proposal Form.

Criteria Responses shall be presented in **8-1/2" X 11" format**, except for a minimal number of larger sheets (e.g. 11" x 17") that may be used (e.g. for schedules) if they are folded to 8-1/2" X 11" size. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page.

**CAUTION**: Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

#### CHECKLIST IS CONTINUED NEXT PAGE

PART B

[ ] 9. Not used.

- [ ] 10. Parts A, B and C of Form 25A270 and the proposed Statement of Services shall not be returned to the Contracting Agency. *Submittals shall consist of the following applicable items assembled as follows and in the order listed:*
- [ ] 10.1 Completed Part D Proposal Form (generally at least one copy with original signature) and Responses to all evaluation criteria attached. Each copy shall be fastened with one staple in the upper left corner. No other form of binding shall be used and no cover and no transmittal letter will be included. **CAUTION**: Failure to comply with this instruction will negatively influence evaluation of Submittal.
- [ ] 10.2 Number of copies of Part D (*all pages*) and Criteria Responses required is: Four (4)
- [ ] 10.3 Not used.
- [ ] 10.4 Not used.
- [ ] 10.5 If Item 9, above, is completed for this RFP Package, any submittal items described therein. Unless otherwise stated, one copy only, bound appropriately.
- [ ] 10.6 Pre-Audit Statement, DOT&PF Form 25A257, shall *not* be provided with Submittal. (See Notice #10 on page 3 of Part A RFP.)
- [ ] 10.7 **CAUTION:** If you replicate (other than by photocopy) Part D or any form in lieu of completing the forms provided by the Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may result in rejection at the Contracting Agency's discretion. Any alteration other than completion of the required entries may be cause for rejection without recourse.
- [ ] 11. Deliver submittals in one sealed package to the location and before the submittal deadline cited in Part A -RFP. Mark the outside of the package to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened (2 AAC 12.250).

# **EVALUATION CRITERIA**

If a weight is not indicated for any criterion, telephone the Agency Contact person identified at the top of page 1 of Part A - RFP.

## SECTION I - TECHNICAL PROPOSAL

#### 1. **Objectives and Services**

Response must demonstrate your comprehension of the objectives and services for the proposed contract. Do not merely duplicate the Statement of Services provided with this RFP.

- Demonstrate a comprehensive understanding of the scope, including working group facilitation (solar, wind, and other renewable technologies), stakeholder outreach and education, production of newsletters and educational materials, and funding research and acquisition.
- Identify key issues and potential challenges inherent in delivering these services.
- Describe the specific deliverables expected, such as meeting summaries, educational materials, and outreach reports.

#### 2. Methods

Assesses the robustness and feasibility of the offeror's technical approach. Proposals will be evaluated on:

- The clarity and suitability of the methodology to integrate multi-faceted tasks, from planning and facilitating meetings to implementing stakeholder engagement and outreach strategies.
- How well the proposed approach addresses both the gualitative and guantitative outcomes required by the project.

#### 3. Management

rfp-c

Evaluates the strength of the overall project management plan. Proposals will be scored on:

- The extent to which the management plan supports all project requirements and logically connects deliverables.
- The clarity of project organization, lines of authority, and risk mitigation strategies.
- The adequacy of internal processes and reporting mechanisms to ensure timely execution and quality control.

### 4. Proposed Project Staff

Assesses the qualifications and relevant experience of the personnel assigned to the project. Proposals will be reviewed on:

- The depth of renewable energy expertise (with emphasis on solar photovoltaic and wind technologies) and • experience in facilitating working groups, community outreach, and educational program delivery.
- The proven ability of key staff to manage complex projects and deliver on funding research or grant acquisition efforts.
- The completeness and quality of resumes and references provided to demonstrate the contractor's overall . suitability for the project.

Continued on Next Page

2. Weight: 15

1. Weight: 10

3. Weight: 10



# 4. Weight: 20

5. Weight: 5

# 5. Workload and Resources

Evaluates the offeror's ability to manage the project workload and mobilize necessary resources. Proposals will be scored based on:

- The clarity and realism of the staffing plan regarding the proposed time commitments and allocation of support personnel.
- The evidence of having or readily accessing the essential hardware, software, licenses, and other resources required to perform the contract.

# 6. Past Performance

Assesses the contractor's prior track record and overall experience with similar projects. Proposals will be evaluated on:

- Demonstrated success in completing comparable renewable energy or stakeholder engagement projects on time and within budget.
- The quality and relevance of references and letters of recommendation from previous projects.
- The overall history of the firm in managing and executing projects effectively, with measurable outcomes.

# 7. Schedule Commitment

Evaluates the offeror's ability to adhere to the project's timeline and deliver on time-sensitive milestones. Proposals will be scored on:

- The alignment of the proposed schedule with the Authority's requirements, including quarterly deliverables such as meeting facilitation, newsletter submission, and timely reporting.
- The clarity of timeframes for executing specific tasks, with particular emphasis on meeting the stipulated deadlines.
- The level of confidence the offeror demonstrates in achieving the project schedule through detailed planning and resource allocation.

# 7. Weight: 5

6. Weight: 20

#### **SECTION II - PRICE**

If price is <u>not</u> an Evaluation Criterion, weights for Criterion #6 shall be "0". If price is an Evaluation Criterion, the weight for Criterion #8 shall be at least "15", and all Offerors shall submit Price Proposals in the specified format(s).

See item #9, under Notices in Part A - RFP, regarding statutory and regulatory provisions about price competition and item #10.3, in Part B - Submittal Checklist, regarding procedure for submittal of Billing Rates and/or Price Proposals. Cost terminology is explained on page 2 of the Pre-Audit Statement (DOT&PF Form 25A257).

CAUTION: Submittal of Offeror's or Subcontractor's "standard" rate schedules or other pricing documents which are not in required format will be non-responsive if they do not allow direct comparison with other responsive proposals.

Rates and costs proposed by the Offeror selected for contract negotiations may be investigated for reasonableness and allocability in accordance with AS 36.30.400, .420 & .480, 2 AAC 12.550 and the contract cost principles in 48 CFR Part 31. Unsupported rates and costs may be disallowed or result in termination of negotiations, or contract award. All proposed rates and the negotiated contract rates will be public information.

#### 8. Labor Billing Rates (<u>Required</u> Format)

8. Weight: 15

Provide a proposed total hourly Billing Rate (i.e. inclusive of Direct Cost of Direct Labor, all Indirect Costs, and Fee) only for each of the job **FUNCTIONS** listed below. Note: Some of these functions may be performed by one or more employees of the Offeror or Subcontractors; consequently, an individual might be billed under the contract at different rates appropriate to the functions performed. **Only the maximum rate paid to any individual for each listed job function** - regardless of employer (Offeror or Subcontractor) - **must be provided and will be considered for this response**. Rates for lower paid individuals or for other job functions, if any, will be addressed during contract negotiations.

- 1. Working Group Facilitator
- 2. Engagement / Communications Specialist
- 3. Funding Researcher
- 4. Project Manager
- 5. Contract Manager

Response will be scored as follows: The maximum hourly rates proposed for the job functions listed above will be multiplied by the percentage of total labor effort (estimated above) and then summed to obtain an aggregate rate for each Offeror. If more than one rate is provided for any job function, only the highest rate will be used. Each Offeror's score will be calculated using the following equation - except that the *score will be zero if a rate for each listed function is not provided by an Offeror.* 

<u>(Lowest aggregate rate from all Offerors) x (MPP\*)</u> = Offeror's Criterion Score (Offeror's aggregate rate)

\*MPP = Maximum Possible Points = (5) x (Number of Evaluators) x (Weight)

If no federal funding, then per AS 36.30.250(b), aggregate rates shall be reduced for the above calculation by the following applicable percentages when the rates are from Offerors that **designate preferences on page one of Part D**.

<ul> <li>ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)]</li> <li>ALASKA VETERAN-OWNED BUSINESS PREFERENCE [AS 36.30.175] (maximum \$5000)</li> </ul>	5% 5%
and only ONE of the following:	
- EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.170(c)]	15%
- DISABLED SOLE PROPRIETOR OR 50% DISABLED EMPLOYEES [AS 36.30.170(e & f)]	

To claim employment or disabled preference, Offeror must be on the appropriate Alaska Division of Vocational Rehabilitation list at the time designated for opening (i.e., receipt

# Alaska Energy Authority PROPOSAL FORM

PART

**THIS FORM MUST BE THE FIRST PAGE OF PROPOSAL.** Attach criteria responses as explained in Part B - Submittal Checklist. No transmittal letter or cover sheet will be used.

PROJECT				
Project Numbers-State/Federal: N/A Project Title Term Agreement for Renewable Energy Working Group Facilitator RFP No				
	OFFEROR (CONTRACTOR)			
Contractor				
	RY PREFERENCES (IF NO FEDERAL FUNDING)			
Check the applicable preferences that you claim for the proposed contract (reference Criteria 11, 12 & 13 in Part C): [ ] Alaska Bidder (Offeror) <u>AND&gt;&gt;</u> [ ] Veterans <u>AND&gt;&gt;</u> [ ]Employment Program <u>or</u> [ ] Disabled Persons				
PROPOSED SUBCONTRACTOR(S)				
Service, Equipment, etc. Subcontracto	or & Office Location       AK Business       DOT&PF DBE         License No.       Certification No.			

#### CERTIFICATIONS

I certify: that I am a duly authorized representative of the Contractor; that this Submittal accurately represents capabilities of the Contractor and Subcontractors identified herein for providing the services indicated; and, that the requirements of the Certifications on page 2 and 3 of this Part D for 1) Alaska Licenses/Registrations, 2) Insurance, 3) Federal-Aid Contracts exceeding \$100,000, 4) Cost and Pricing Data, 5) Trade Restrictions/Suspension/Debarment, 6) Foreign Contracting, 7) DBE Commitment, and 8) Former Public Officer - will be complied with in full. These Certifications are material representations of fact upon which reliance will be placed if the proposed contract is awarded. Failure to comply with these Certifications is a fraudulent act. The Contracting Agency is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Contractor and Subcontractors. This proposal is valid for at least ninety days.

Signature: :		
Name	Date:	
Title:	Telephone (voice): (fax):	
	Email Address:	

### **CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS**

Contractor and all Subcontractors shall comply with the following applicable requirements of Alaska Statutes:



1. **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time designated for opening (i.e., receipt) of proposals as required by AS 36.30.210(e) for Contractor; and not later than five days after a Notice of Intent to Award as required by AS 36.30.210(a) and AS 36.30.250(a) for all Subcontractors. In accordance with Administrative Manual, Section 81.120, proof of application for an Alaska Business license will satisfy this requirement. Per AAM 81.120, acceptable evidence that the offeror possesses a valid Alaska business license consists of any one of the following:

- a. Copy of the Alaska business license.
- b. Certification on the bid or proposal that the bidder/offeror has a valid Alaska business license number and has written the license number in the space provided on the proposal.
- c. A canceled check that demonstrates payment for the Alaska business license fee.
- d. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
- e. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
- f. Other forms of evidence acceptable to the Department of Law.

2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(14)) for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).

3. **Certificate of Authorization for Corporate Practice** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.241). Corporations offering to provide Architectural, Engineering or Land Surveying services do not need to be registered for such disciplines at the time proposal is submitted provided they obtain corporate registration before contract award (AS 08.48.241).

4. Certificate of Incorporation (Alaska firms) or Certificate of Authorization for Foreign Firm ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).

5. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (reference AS 08.48.241) which names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.

6. All partners in a Partnership to provide Architectural, Engineering, or Land Surveying must be legally registered in Alaska prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.

7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).

8. **Contracts for Architecture, Engineering or Land Surveying** may not be awarded to individuals, corporations or partnerships not in compliance, respectively, with the provisions of paragraph 2, 3, and 6, above (AS 36.90.100).

[For information about licensing, Offerors may contact the Alaska Department of Commerce and Economic Development, Division of Occupational Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: <u>https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx</u>.]

#### CERTIFICATION FOR INSURANCE

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of DOT&PF Form 25A269, Indemnification and Insurance.

#### **CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000**

The individual signing this proposal certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded. Submission of this certification is a prerequisite for making or entering into the proposed contract imposed by Section 1352, Title 31, U.S. Code. The Contractor also agrees by submitting this proposal that Contractor shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such Subcontractors shall certify and disclose accordingly.



#### **CERTIFICATION - COST AND PRICING DATA**

In accordance with AS 36.30.400, any cost and pricing data submitted herewith, or in any future price proposals for the proposed contract, will be accurate, complete and current as of the date submitted and will continue to be accurate and complete during the performance of the contract, if awarded.

The contractor certifies that all costs submitted in a current or future price proposal are allowable In accordance with the cost principles of the Federal Acquisition Regulations of Title 48, Code of Federal Regulations (CFR), Part 31 and that the price proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31. In addition, all known material transactions or events that have occurred affecting the firm's ownership, organization and indirect costs rates have been disclosed.

#### **CERTIFICATION – TRADE RESTRICTIONS AND SUSPENSION AND DEBARMENT**

The individual signing this proposal certifies to the best of his or her knowledge that the Contractor and any subcontractors are in compliance with DOT&PF 25A262 Appendix A, General Conditions, Article A25 and Article A26.

#### **CERTIFICATION - FOREIGN CONTRACTING**

For state funded projects: by signature on this solicitation, the offeror certifies that all services provided under this contract by the Contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

#### **CERTIFICATION – DBE COMMITMENT**

For federal-aid projects with DBE goals: if the Contractor submits a utilization report that proposes to use certified DBE's in the performance of work, the Contractor certifies that every effort will be made to meet or exceed the proposed percentage.

In addition, the Contractor certifies that a Consultant Registration form shall be submitted to the DBE/Civil Rights Office for their firm and each subconsultant prior to award.

#### CERTIFICATION – FORMER PUBLIC OFFICER

Any proposer listing as a member of the proposer's team a current public officer or a former public officer who has left state service within the past two years must submit a sworn statement from that individual that the Alaska Executive Branch Ethics Act does not prohibit his or her participation in this project. If a proposer fails to submit a required statement, the proposal may be deemed nonresponsive or nonresponsible, and rejected, depending upon the materiality of the individual's proposed position.

The Ethics Act bars a public officer who leaves state service from representing, advising or assisting a person for compensation regarding a matter –

that was under consideration by the administrative unit in which the officer served, <u>and</u> in which the officer participated personally and substantially through the exercise of official action,

for two years after leaving state service. See AS 39.52.180(a). "Public officer" includes a state employee, a member of a state board and commission, and a trustee of the Exxon Valdez Oil Spill Trust. "Official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction. Possible remedies for violating the bar include penalties against the former public officer and voiding the state grant, contract or lease in which the former public officer is involved.

Additionally, former public officers may not disclose or use information acquired in the course of their official duties that could in any way result in a benefit to the former public officers or their families, if the information has not been disseminated to the public or is confidential by law, without appropriate authorization. See AS 39.52.140.

Each current or former public officer is responsible for determining whether he or she may serve in the listed capacity on this project without violating the Ethics Act. A form that a former public officer may use to certify their eligibility is attached. Current public officers may seek advice from their designated ethics supervisors concerning the scope and application of the Ethics Act. Former public officers may, in writing, request advice from the Office of the Attorney General, Ethics Attorney concerning the application of the Ethics Act to their participation in this project. It is the responsibility of the individual and the proposer to seek resolution in a timely manner of any question concerning the individual's eligibility.

#### Former Employee's Certification of Eligibility Under the Alaska Executive Branch Ethics Act (AS 39.52.140, AS 39.52.180)

I am a former employee of the State of Alaska and left state service within the last two years. My last position with the state was [*job title*] with the [*name of state agency and administrative unif*]. I propose to work on [*describe state contract or other matter*] on behalf of [*name of current employer*]. This work will not involve any matter (a) that was under consideration by the state administrative unit that I served, and (b) in which I participated personally and substantially during my state service through the exercise of official action ("official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction). I am therefore eligible to participate in this [*contract or matter*] under the Alaska Executive Branch Ethics Act. I also understand that as a former public officer I may not disclose or use information acquired in the course of my official duties that could in any way result in a benefit to me or my family, if the information has not been disseminated to the public, or that is confidential by law, without appropriate authorization.

I certify under penalty of perjury that the foregoing is true.

Dated: \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, Alaska.

[name of former state employee]

STATE OF ALASKA ) \_\_\_\_\_JUDICIAL DISTRICT )

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, [<u>name of former state employee</u>], whom I know to be the individual described in and who executed this certification, personally appeared before me and acknowledged that [s]he signed the certification as [<u>her or his</u>] free and voluntary act.

IN WITNESS WHEREOF, I have placed my signature and affixed my official seal.

Notary Public in and for Alaska My commission expires: \_\_\_\_\_

If no notary or other official (judge, magistrate, U.S. postmaster or municipal clerk) is available, omit the notary certificate and include the following statement in the text: <u>A notary or other official empowered to administer</u> oaths is unavailable.

# Renewable Energy Working Group Facilitator RFP

# Background and Purpose

The Alaska Energy Authority (AEA), the State of Alaska's state energy office and lead agency for statewide energy policy and program development, is releasing this Request for Proposal (RFP) to solicit a contractor to perform working group facilitation and public outreach activities across several renewable energy technologies.

The Alaska Solar Working Group (AKSWG) is a newly formed solar technologies working group, to be housed at AEA, established in response to the growing interest in solar photovoltaic applications in Alaska and AEA's Alaska Solar for All (AKSFA) program grant award from the U.S. Environmental Protection Agency's Greenhouse Gas Reduction Fund.

The Alaska Wind Working Group (AKWWG), originally established through the Renewable Energy Alaska Project in 2005, was reestablished in 2016 and is hosted by AEA, meeting quarterly. The AKWWG stakeholders include state agencies, national laboratories, Railbelt and rural utilities, independent power producers, industry representatives, and private citizens.

Other renewable energy working groups (REWGs) based around geothermal power and heating, hydroelectric power, biomass energy, heat recovery systems, and energy efficiency and conservation technology may be established on an as-needed basis with additional funding.

By way of this RFP, AEA is soliciting proposals from consultants who are qualified to:

- (a) plan, coordinate, and facilitate combined in-person and virtual working group meetings;
- (b) develop and execute comprehensive plans for stakeholder outreach and engagement;
- (c) develop and disseminate educational materials supporting individual technologies; and
- (d) provide reports on engagement activities on a quarterly and annual basis.

The successful contractor will demonstrate knowledge of renewable energy technologies and have experience in stakeholder engagement activities and facilitation. This RFP is for a term contract for these services. The duration may be up to five years (one-year initial contract with four optional one-year extensions) and a maximum contract value of \$300,000. The anticipated split of funding and effort is two-thirds toward solar and one-third toward wind. The Authority may award more than one term contract. Notices to Proceed (NTPs) for individual technologies and specific services will be issued to the selected term contractor(s) as need arises.

The successful Contractor(s) will have the following minimum qualifications:

- Demonstrated experience with meeting facilitation
- Demonstrated knowledge of wind and solar power technologies
- Demonstrated experience with stakeholder outreach in rural and urban Alaska, especially in renewable energy

- Demonstrated experience with professional newsletter development
- Demonstrated experience organizing renewable energy conferences
- Demonstrated experience organizing practical workshops, especially focused on renewable energy
- Demonstrated experience in researching and soliciting grant funding
- Knowledge of other renewables including geothermal power and heating, hydroelectric power, biomass energy, heat recovery systems, and energy efficiency and conservation technology will be considered a positive

# Scope of Services

#### Task 1: Working Group Facilitation

The selected contractor will serve as the facilitator for renewable energy technology Working Groups, initially to consist of the AKSWG and AKWWG. This will include hosting Working Group meetings, tasks directly associated with Working Group meetings, and disseminating newsletters related to Working Group activities through AEA's communication channels.

### Task 1.1: Working Group Planning and Hosting

The contractor will facilitate quarterly working group meetings throughout the year on each technology. This work will include hosting and facilitating meetings that keep the respective Working Groups active, involved, and informed about programmatic updates and opportunities to expand the energy infrastructure in Alaska for their respective technologies.

All proposals should include four meetings per calendar year per technology, with meetings to be held in Anchorage, with options for virtual attendance. The contractor's role will include hosting, leading, taking notes, managing attendance, participating in topic selection, or other meeting roles as necessary.

Specific lines of effort shall be to:

- Plan, coordinate, and facilitate combined virtual and/or in-person meetings
- Develop agendas, secure speakers, and moderate discussions on key topics such as (but not limited to) financing, permitting, grid integration, technical updates, etc.
- Prepare meeting summaries, resources, and any other meeting deliverables.

In addition to facilitating working group meetings, the successful contractor will actively work to expand the working group by identifying key stakeholders, initiating outreach, and collaborating with AEA in defining the operational framework for ongoing engagement.

#### Task 1.2: Newsletters and Publications

The contractor shall, in consultation with AEA and subject matter experts, produce quarterly newsletters highlighting the activities of each working group. These newsletters shall include additional pertinent information such as presentation documents, publications, and external funding opportunities, and shall be provided to the relevant AEA program managers for distribution to working group members via AEA's internal mailing list, as well as posted on AEA's respective technology websites.

Specific lines of effort shall be to:

- Research and draft content that highlights advancements, challenges, and opportunities related to renewable energy technologies in Alaska.
- Provide updates on quarterly working group meetings, relevant policy outlooks, funding opportunities, lessons learned, case studies, or similar tasks.
- Provide final drafts of a quarterly newsletter for each technology area to AEA program managers for internal distribution.

### Task 1.3: Other Renewable Energy Technologies Facilitation

The contractor may be requested to facilitate other renewable energy technologies working groups as needed. These working groups may focus on areas such as geothermal power and heating, hydroelectric

power, biomass energy, heat recovery systems, and energy efficiency and conservation technology, with meetings held at a similar cadence and with a workload comparable to the AKWWG.

# Task 2: Stakeholder Outreach, Engagement, and Education

The selected contractor will ensure effective stakeholder engagement through community outreach as well as the production and distribution of educational materials to stakeholders across the state.

Specific lines of effort shall be to:

- Develop and implement stakeholder engagement plans for individual technologies as directed.
- Produce or assist in the production of educational materials to support outreach activities and accomplish programmatic directives.

#### Task 2.1: Development and Execution of Stakeholder Engagement and Outreach Plan

The contractor shall work with the respective technology program managers to identify opportunities to facilitate outreach and engagement with stakeholders and communities across the state.

Specific lines of effort shall be to:

- Directly engage with rural communities to identify key resilience metrics and energy infrastructure development priorities.
- Seek input from local and regional stakeholders including tribal entities and native corporations to identify barriers to program participation and define mitigation strategies.
- Interface with entities experienced in conventional power system design, installation, operation, and the integration of renewable energy into remote community microgrids.
- Work with existing weatherization partners, housing authorities, non-profits, and tribal entities to engage low- to middle-income candidates for residential solar programs.
- Leverage Solarize campaigns to improve engagement with disadvantaged or underserved communities along the Railbelt.

### Task 2.2: Development of Educational Materials

Specific lines of effort shall be to:

Collaborate with advisory panels, subject matter experts, and stakeholders to develop educational
materials that support informed participation in the Solar for All program or other financial
assistance programs directed at adopting renewable energy technologies.

### Task 2.3: Technology-Specific Conferences and Workshops

Specific lines of effort shall be to:

- Facilitate preparation and hosting activities related to the biennial Alaska Wind Workshop conference.
- Facilitate semiannual solar energy workshops in Alaska and connect the deliverables from those workshops with the Alaska Solar for All program.

#### Task 2.4: Public Education and Outreach Forums on Renewable Energy

The facilitator will work to host public education and outreach forums on renewable energy to increase awareness, gather community input, and promote participation in renewable energy programs. This task will include the facilitation of workshops and forums, conducting listening sessions, and engaging with stakeholders to inform program design and implementation.

Specific lines of effort shall be to:

- Provide a list of local stakeholders by region to inform targeted outreach.
- Develop and submit a targeting strategy for outreach, including engagement reports documenting progress.
- Host at least one annual public education and outreach forum in Anchorage for each renewable energy technology working group of four hours minimum duration, including dedicated time for public education on the renewable energy industry.
- Submit reports summarizing meetings with stakeholders, specifying key themes and feedback.
- Conduct listening sessions in target communities to understand local definitions of energy resilience, independence, and ownership.
- Submit listening session reports summarizing community input.
- Engage rural communities, regional Native corporations, and other stakeholders to identify barriers to participation and assess community solar energy development potential.
- Submit findings on affordability challenges and barriers to solar adoption in rural and underserved communities.
- Engage regional housing authorities, tribal entities, and other partners across the state.
- Leverage experience with Solarize campaigns to support outreach and enhance public awareness of the Solar for All program.
- Submit Solarize campaign reports detailing strategies, participation, and outcomes.

# Task 3: Reporting and Funding Research

#### Task 3.1: Reporting

The contractor shall produce brief quarterly reports (1-2 pages), which will:

- summarize activities completed for that quarter,
- identify activities for the following quarter, and
- identify risks to contract deliverables.

An annual program update will be required. The update will detail activities for the year and will include copies of significant presentations or publications developed.

Both reports and updates will be due by email to the respective AEA technology program manager no later than 30 days after the close of the reportable period.

#### Task 3.2: Funding Research and Acquisition

In coordination with AEA, the contractor shall research and identify funding opportunities for the AEA Wind Program, the AEA Solar Program, and other renewable energy programs as directed. This could include evaluation of opportunities related to geothermal, hydroelectric, biomass, heat recovery, and energy efficiency and conservation technologies, as well as funding for working group activities.

Funding pursuits will support initiatives including:

- Public outreach and education
- Technical assistance programs
- GIS and data management support
- Statewide renewable energy reconnaissance data
- Other opportunities relevant to renewable energy and energy efficiency in Alaska

The contractor will include a summary of funding research in quarterly reports and notify the relevant AEA Program Manager as identified funding opportunities arise.

# Schedule

#### Deliverables Schedule:

Project Tasks	Reimbursable Sub-Tasks	Timeline	Deliverables
Task 1: WG Facilitation	Working Group Meetings	Quarterly	One quarterly <b>Anchorage-based</b> meeting and meeting summary (due 2 weeks post-meeting) per technology
	Newsletters and Publications	Quarterly	One newsletter per technology Additional publications as requested
Task 2: Outreach,	Stakeholder Engagement Plan Development and	Month 1	Defined Strategic Engagement Plan for engaging the public
Engagement, and Education	Execution	Ongoing	Execution of activities as outlined in the Strategic Engagement Plan
	Educational Material Development	As requested	Developed presentations, FAQs, and outreach materials
	Technology Conferences and Workshops		Summary of Conference or workshop activities and attendees, any actionable session notes
	Education and Outreach Forums	As requested	Notes from listening sessions, summary of open forum activities
Task 3: Reporting and	Reporting	Quarterly	Progress reports summarizing engagement activities and outcomes
Funding Research	Funding Research	As requested	Proposals for funding applications

- Newsletters and meetings will occur quarterly for each working group, with a minimum two-week gap between deliverables for each technology.
- Meeting summaries will be provided by the contractor within two weeks of the end of each meeting, workshop, forum, or conference.
- The contractor will submit a draft newsletter and meeting agenda at least two weeks prior to the scheduled distribution or meeting date.

# Cost Proposal

(The table below should be completed by the applicant to detail the project tasks, reimbursable subtasks, and overall budget.)

Project Tasks	Reimbursable Sub-Tasks		Budget
Task 1: Working Group	1.1	AKWWG meetings and Newsletters	
Meetings and Newsletters	1.2	AKSWG meetings and Newsletters	
Newsietters		Working Group Subtotal:	
		Stakeholder Outreach Plan	
	2.1	Outreach Activities	
	2.2	Educational Materials	
Task 2: Outreach, Engagement and		Solar Technology Workshops or Conference	
Education	2.3	Wind Workshop	
		Public outreach on wind power; public	
-	2.4	outreach on solar power	
		Outreach and Education Subtotal:	
<b>T</b> 1 2 5 11	4.1	Quarterly reporting	
Task 3: Reporting and Funding Research	4.2	Annual updates	
		Reporting Subtotal:	
Project Total:			

# **INDEMNIFICATION AND INSURANCE** Appendix D in Professional Services Agreements

Project No: Date Prepared: 25055 05/13/2025

CONTRACTOR shall include the provisions of this form in all subcontracts that exceed \$25,000 and shall ensure Subcontractor's compliance with such provisions.

#### ARTICLE D1 INDEMNIFICATION

D1.1 The CONTRACTOR shall indemnify, hold harmless, and defend the CONTRACTING AGENCY from and against any claim of, or liability for negligent acts, errors or omissions of the CONTRACTOR under this Agreement. The CONTRACTOR shall not be required to indemnify the CONTRACTING AGENCY for a claim of, or liability for, the independent negligence of the CONTRACTING AGENCY. If there is a claim of, or liability for, the joint negligent error or omission of the CONTRACTOR and the independent negligence of the CONTRACTING AGENCY, the indemnification and hold harmless obligation shall be apportioned on a "CONTRACTOR" comparative fault basis. and "CONTRACTING AGENCY", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "Independent Negligence" is negligence other than in the CONTRACTING AGENCY's selection, administration, monitoring, or controlling of the CONTRACTOR and in approving or accepting the CONTRACTOR's Work.

D1.2 The CONTRACTOR shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Appeals Officer.

D1.3 The CONTRACTOR shall correct, through reperformance at its expense, any services which are deficient or defective because of the CONTRACTOR's failure to perform said services in accordance with professional standards, provided the CONTRACTING AGENCY has notified the CONTRACTOR in writing within a reasonable time, not to exceed 60 days, of the discovery of any such deficiency during the performance of the services and within 12 months of the date of final payment under this Agreement.

# ARTICLE D2

D2.1 Without limiting the CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall purchase at its own expense and maintain in force at all times for the duration of this Agreement, plus one year

following the date of final payment, 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, the CONTRACTING AGENCY shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the CONTRACTING AGENCY and incorporated into this Agreement with copies attached to this document. Certificates must provide for the CONTRACTING AGENCY to receive notice of any policy cancellation or reduction per AS 21.36 Sections 210-310. Failure to furnish certificates of insurance or lapse of the policy is a material breach and grounds for termination of the CONTRACTOR's services and may preclude other Agreements between the CONTRACTOR and the CONTRACTING AGENCY.

D2.1.1 <u>Worker's Compensation Insurance</u>: The CONTRACTOR shall provide and maintain, for all employees engaged in work under this Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal USL&H and Jones Act requirements. The policy(s) must waive subrogation against the State of Alaska.

D2.1.2 <u>Commercial General Liability Insurance</u>: Such policy shall have *minimum* coverage limits of \$300,000 combined single limit per occurrence, covering all business premises and operations used by the Contractor in the performance of services under this agreement. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the CONTRACTING AGENCY.

D2.1.3 <u>Comprehensive Automobile Liability Insurance</u>: Such policy shall have *minimum* coverage of \$300,000 combined single limit per occurrence covering all vehicles used by the Contractor in the performance of services under this agreement.

D2.1.4 <u>Professional Liability (E&O) Insurance</u>: Covering all negligent errors or omissions, and negligent acts, which the CONTRACTOR, Subcontractor or anyone directly or indirectly employed by them, make in the performance of this Agreement which result in financial loss to the State of Alaska. Limits required are per the following schedule:

#### MINIMUM LIMITS OF E&O INSURANCE

D2.1.5 F	Professional Li	ability Insurance	required for this
Agreement is		\$ 1,000,000.00	

 Contract
 Combined Single Limit, Per

 Amount
 Occurrence & Annual Aggregate

 Under \$25,000
 As Available

 \$25,000 to \$100,000
 \$300,000

 \$100,000 to \$499,999
 \$500,000

 \$500,000 to \$999,000
 \$1,000,000

 \$1,000,000 and over
 Negotiable

# ARTICLE D3 MODIFICATION OF INSURANCE REQUIREMENTS

(Article D3 is completed only when some of the standard insurance coverages are not applicable.)

CONTRACTOR RELATED MODIFICATIONS			
D3.1		<b>Workers Compensation Insurance</b> is not required because the CONTRACTOR is an Independent Contractor, Sole Proprietor or Self-Employed Person having no employees in any sense of AS 23.30.045.	
D3.2		<b>Comprehensive or Commercial General Liability Insurance</b> is not required because the general public and clients do not have any business access to a place of business or home office maintained by the CONTRACTOR.	
D3.3		<b>Comprehensive Automobile Liability Insurance</b> is not required because only public transportation, or a rented passenger vehicle with business use insurance, will be used to accomplish requirements of this Agreement.	
		PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE n services may apply to fire, life safety or structural aspects and/or wherever the services should safeguard life, limb, health or property, Professional Liability Insurance shall be required. &O Coverage may be waived only if it was specifically not required within the solicitation for proposals.)	
D3.4		<b>Professional Liability (E&amp;O) Insurance</b> is not required because: 1) the CONTRACTING AGENCY's use of the services or Work products obtained from the CONTRACTOR will not result in significant exposure to any third party claims for loss or damage; and 2), the CONTRACTOR services will not apply to any construction, alteration, demolition, repair or direct use of any highway, airport, harbor, building or other structure.	
D3.5		<b>Professional Liability (E&amp;O) Insurance</b> is not required because this Agreement is for one of the following applicable ( <i>checked</i> ) services for which E&O coverage is not needed:	
		<ul> <li>Right-of-Way Fee Appraisals</li> <li>Photogrammetric Mapping Services</li> <li>Architectural/Engineering review of Construction Bid Documents wherein design responsibility clearly remains with the designer of record.</li> </ul>	
OTHER BASIS FOR MODIFICATIONS (Requires written concurrence from Division of Risk Management)			
D3.6		Attached Exhibit D-1 identifies and provides justification for insurance modifications.	
Above checked modifications of the insurance requirements specified in Article D2 are hereby approved:			
CON	ITRA	CTING OFFICER Signature: Date: Name: Title:	

# CERTIFICATION OF COMPLIANCE APPENDIX E

Project No: **2** Date Prepared: **05/** 

25055 05/13/2025

Contractor and all Subcontractors shall comply with the following applicable requirements:

- 1. For Procurements over the Small Procurement Limits, Alaska Business License (Form 08-070 issued under AS 43.70) at the time designated for award as required by AS 36.30.210(e) for Contractor and all Subcontractors.
- Certificate of Registration for each individual to be in "responsible charge" (AS 08.48.341(14)) for Architecture, Engineering, Land Surveying or Landscape Architecture (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
- Certificate of Incorporation (Alaska firms) or Certificate of Authorization for Foreign Firm ("Outof-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 -Alaska Corporations Code).
- 4. Current Board of Director's Resolution for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering, Land Surveying, or Landscape Architecture (AS 08.48.241), which names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract / Subcontracts.

- 5. Corporations, limited liability companies, and limited liability partnerships shall have a valid Certificate of Authorization under 08.48.241 prior to award.
- 6. **All partners** in a Partnership to provide Architecture, Engineering, Land Surveying, or Landscape Architecture **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) that the Partnership offers.
- 7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).
- 8. The Contractor certifies that firms or individuals debarred or suspended by the Department, State or Federal agencies are not employed or subcontracted under this Professional Services Agreement.

The Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of Appendix D, "Indemnification and Insurance", DOT&PF Form 25A269, as prepared for this Agreement.

I certify that I am a duly authorized representative of the Contractor and that the above requirements will be complied with in full. This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded.

Signature	
Name	:
Title	:

Date

For information about licensing, Offerors may contact the Alaska Department of Commerce, Community, and Economic Development, Division of Corporations, Business and Professional Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: http://www.commerce.alaska.gov/web/cbpl/home.aspx.