

# STATE OF ALASKA REQUEST FOR PROPOSALS



## RFP 2025-1000-0034 CARBON OFFSET PROJECT DEVELOPMENT SERVICES

ISSUED AUGUST 8, 2024

THE PURPOSE OF THIS RFP IS TO AWARD A CONTRACT TO A QUALIFIED CONTRACTOR TO PROVIDE INTEGRATED SERVICES AND CONSULTING FOR DEVELOPING AND REGISTERING A CARBON OFFSET PROJECT AND MANAGING THE MARKETING AND SALE OF THE STATE'S CARBON OFFSET CREDIT PORTFOLIO.

---

ISSUED BY:

DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF SUPPORT SERVICES

PRIMARY CONTACT:

[SHAWN M. OLSEN](#)  
PROCUREMENT OFFICER  
[SHAWN.OLSEN@ALASKA.GOV](mailto:SHAWN.OLSEN@ALASKA.GOV)

1 (907) 269-8687

---

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

**IMPORTANT NOTICE:** IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT ADDENDUMS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

# TABLE OF CONTENTS

<b>1. INTRODUCTION &amp; INSTRUCTIONS .....</b>	<b>4</b>
1.01 PURPOSE OF THE RFP .....	4
1.02 FINANCIAL TERMS .....	4
1.03 DEADLINE FOR RECEIPT OF PROPOSALS.....	5
1.04 MINIMUM PRIOR EXPERIENCE .....	5
1.05 REQUIRED REVIEW .....	5
1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS.....	5
1.07 RETURN INSTRUCTIONS .....	6
1.08 ENROLLMENT IN IRIS.....	6
1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY.....	6
1.10 AMENDMENTS TO PROPOSALS.....	7
1.11 ADDENDUMS TO THE RFP .....	7
1.12 RFP SCHEDULE.....	7
1.13 PRE-PROPOSAL CONFERENCE/TELECONFERENCE.....	7
1.14 ALTERNATE PROPOSALS.....	8
1.15 NEWS RELEASES .....	8
<b>2. BACKGROUND INFORMATION.....</b>	<b>9</b>
2.01 BACKGROUND .....	9
<b>3. SCOPE OF WORK &amp; CONTRACT INFORMATION.....</b>	<b>11</b>
3.01 SCOPE OF WORK .....	11
3.02 CONTRACT TERM .....	14
3.03 DELIVERABLES .....	15
3.04 CONTRACT TYPE .....	16
3.05 PAYMENT PROCEDURES.....	17
3.06 PROMPT PAYMENT FOR STATE PURCHASES .....	18
3.07 CONTRACT PAYMENT .....	18
3.08 CONTRACT PRICE ADJUSTMENTS.....	18
3.09 LOCATION OF WORK.....	18
3.10 SUBCONTRACTORS.....	18
3.11 VALIDATION AND VERIFICATION .....	19
3.12 JOINT VENTURES .....	19
3.13 RIGHT TO INSPECT PLACE OF BUSINESS.....	19
3.14 F.O.B. POINT .....	19
3.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES.....	20
3.16 LIQUIDATED DAMAGES .....	20
3.17 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS.....	20
3.18 NONDISCLOSURE AND CONFIDENTIALITY .....	20
3.19 INDEMNIFICATION .....	22
3.20 INSURANCE REQUIREMENTS.....	22
3.21 TERMINATION FOR DEFAULT .....	23
<b>4. PROPOSAL FORMAT &amp; CONTENT.....</b>	<b>24</b>
4.01 INTRODUCTION .....	24
4.02 PROPOSAL CONTENTS.....	24
4.03 EXPERIENCE.....	25

4.04	UNDERSTANDING OF THE PROJECT .....	26
4.05	PROJECT PLAN .....	27
4.06	COST PROPOSAL .....	28
4.07	BID BOND – PERFORMANCE BOND – SURETY DEPOSIT .....	28
4.09	EVALUATION CRITERIA .....	28
<b>5.</b>	<b>EVALUATION CRITERIA &amp; CONTRACTOR SELECTION .....</b>	<b>29</b>
5.01	SUMMARY OF EVALUATION PROCESS.....	29
5.02	EVALUATION CRITERIA .....	29
5.03	SCORING METHOD AND CALCULATION .....	30
5.04	EXPERIENCE (35%).....	30
5.05	UNDERSTANDING OF THE PROJECT (20%) .....	30
5.06	PROJECT PLAN (15%).....	31
5.07	COST PROPOSAL (20%).....	31
5.08	ALASKA OFFEROR PREFERENCE (10%).....	32
<b>6.</b>	<b>GENERAL PROCESS &amp; LEGAL INFORMATION .....</b>	<b>33</b>
6.01	INFORMAL DEBRIEFING .....	33
6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES .....	33
6.03	SITE INSPECTION .....	34
6.04	CLARIFICATION OF OFFERS.....	34
6.05	DISCUSSIONS WITH OFFERORS .....	34
6.06	EVALUATION OF PROPOSALS .....	34
6.07	CONTRACT NEGOTIATION .....	35
6.08	FAILURE TO NEGOTIATE .....	35
6.09	OFFEROR NOTIFICATION OF SELECTION .....	35
6.10	PROTEST .....	35
6.11	APPLICATION OF PREFERENCES .....	36
6.12	ALASKA BIDDER PREFERENCE.....	37
6.13	ALASKA VETERAN PREFERENCE.....	38
6.14	STANDARD CONTRACT PROVISIONS.....	38
6.15	QUALIFIED OFFERORS .....	39
6.16	PROPOSAL AS PART OF THE CONTRACT .....	39
6.17	ADDITIONAL TERMS AND CONDITIONS.....	39
6.18	HUMAN TRAFFICKING .....	39
6.19	RIGHT OF REJECTION.....	39
6.20	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	40
6.21	DISCLOSURE OF PROPOSAL CONTENTS.....	40
6.22	ASSIGNMENT.....	41
6.23	DISPUTES .....	41
6.24	SEVERABILITY.....	41
6.25	SUPPLEMENTAL TERMS AND CONDITIONS .....	41
6.26	SOLICITATION ADVERTISING .....	41
6.27	FEDERALLY IMPOSED TARIFFS.....	41
<b>7.</b>	<b>ATTACHMENTS.....</b>	<b>43</b>
7.01	ATTACHMENTS.....	43

# 1. INTRODUCTION & INSTRUCTIONS

## 1.01 PURPOSE OF THE RFP

The State of Alaska Department of Natural Resources (herein “DNR” or “the State”) Office of Project Management & Permitting is soliciting proposals for a qualified contractor to provide integrated services and consulting for developing and registering a forest-based carbon offset project or projects on State lands as authorized under [AS 38.95.400 - AS 38.95.499](#) and [11 AAC 78](#) and managing the marketing and sale of the State’s carbon offset credit portfolio. A more detailed description, including the scope of work, is provided in 3.01 Scope of Work.

## 1.02 FINANCIAL TERMS

The contract will be a commission-based contract with a firm fixed-price as identified in sections 1.02.1 Commission-Based Contract and 1.02.2 Firm Fixed-Price Contract.

### 1.02.1 Commission-Based Contract

For the provision of project services, the Contractor will be paid a fixed percentage of net proceeds from the sale of carbon offset credits generated by the project to be deducted from the carbon offset credit revenue. Project costs will be borne by the Contractor until revenue is generated from the sale of credits from the carbon offset project. Upon the sale of credits from the project, the Contractor will be:

1. paid a fixed percentage of net proceeds from the sale of credits as set forth in Table 2: Commission Fee of Attachment 4 Cost Proposal Form; and
2. reimbursed a fixed percentage of qualifying project costs (forest carbon inventory, validation, and verification) equal to the State’s share of net proceeds from the sale of credits (ex. if the State’s share of net proceeds is 85%, the Contractor will be reimbursed for 85% of qualifying project costs incurred).

AS 38.95.440(c) prohibits the State from accepting a proposed contract for carbon offset project services that involves a commission that exceeds 30 percent of the revenue generated by the carbon offset project. Proposals priced at more than **30 percent commission** will be considered non-responsive and will be rejected.

### 1.02.2 Firm Fixed-Price Contract

If a feasibility study under paragraph a) of 3.01 Scope of Work results in a finding of no feasible project or if the project fails to proceed to credit issuance, the Contractor will be compensated for work performed not to exceed \$50,000.00. Work performed will be compensated based on the hourly rates and listed positions submitted by the offeror in Table 1: Feasibility Study Costs of Attachment 4 Cost Proposal Form.

The State will determine in writing whether a feasibility study results in a finding of no feasible project. The State and the Contractor will determine mutually in writing whether the project has failed to proceed to credit issuance.

### 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** Alaska Time on **September 09, 2024**, as indicated by postmark or email timestamp. Late proposals will not be considered.

### 1.04 MINIMUM PRIOR EXPERIENCE

For the offer to be considered responsive, the offeror must meet these minimum prior experience requirements:

- Five years of experience in leading and coordinating the development and registration of improved forest management carbon offset projects in North America, including feasibility study, project design, validation, monitoring, verification, credit registration and issuance, credit sale delivery and payment, and ongoing project monitoring and reporting.
- Five years of experience successfully marketing and selling carbon offset credits into carbon offset markets.

The offeror must detail in their proposal how they meet the minimum requirements above. A proposal that fails to identify how the offeror meets the minimum requirements will be deemed non-responsive.

### 1.05 REQUIRED REVIEW

The offeror should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the Procurement Officer at least 10 days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary addendums. It will also help prevent the opening of a defective proposal and exposure of the offeror's proposals upon which the award could not be made.

### 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the Procurement Officer. The interested party must confirm telephone conversations in writing or by email.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written addendum to the RFP. The Procurement Officer will make that decision.

Deadline to receive questions is **August 29, 2024**, by **2:00 PM** Alaska Time.

PROCUREMENT OFFICER: [SHAWN M. OLSEN](#); PHONE 1 (907) 269-8687; TDD 711 (Alaska Relay);  
Email: [shawn.olsen@alaska.gov](mailto:shawn.olsen@alaska.gov).

## 1.07 RETURN INSTRUCTIONS

If submitting a proposal via email, the technical proposal and commission fee proposal must be saved as separate PDF documents and emailed to [shawn.olsen@alaska.gov](mailto:shawn.olsen@alaska.gov) as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Commission Fee Proposal.pdf” (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the State is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the State recommends sending it ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

If submitting proposals using U.S. mail, or delivery service, offerors must submit one hard copy of their proposal, in writing, to the Procurement Officer in a sealed package. The commission fee proposal included in the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Natural Resources  
Division of Support Services  
Attention: **SHAWN M. OLSEN**  
Request for Proposal (RFP) Number: 2025-1000-0034  
RFP Title: Carbon Offset Project Development Services  
550 West 7<sup>th</sup> Avenue, Suite 1330  
Anchorage, Alaska 99501

It is the offeror’s responsibility to contact the issuing agency at **1 (907) 269-8687** to confirm that the proposal has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

## 1.08 ENROLLMENT IN IRIS

Offerors will be required to be enrolled in the State of Alaska’s Integrated Resource Information System (IRIS) database prior to the award of a contract resulting from this RFP. Enrollment can be done online at the following link: <https://iris-vss.alaska.gov>. Offerors who are not enrolled prior to the award of a contract will be notified by the Procurement Officer. Failure of an offeror to enroll in the IRIS database will delay award of the contract and may delay issuance of contract work.

## 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Procurement Officer no later than 10 days prior to the deadline for receipt of proposals.

### 1.10 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 the State's request in accordance with 2 AAC 12.290.

### 1.11 ADDENDUMS TO THE RFP

If a substantial clarification or material change is needed, the State may issue an addendum to the RFP.

If an addendum is issued before the deadline for receipt of proposals, the addendum will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the addendum will be provided to all who were notified of the RFP and to those who have registered with the Procurement Officer after receiving the RFP by way of the OPN.

If an addendum is issued after the deadline for receipt of proposals, the addendum will incorporate the clarification or change and establish a new date and time for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

### 1.12 RFP SCHEDULE

The RFP schedule set out herein represents the State'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 may be shifted accordingly. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		August 08, 2024
Deadline for Receipt of Questions	2:00 PM	August 29, 2024
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM	September 09, 2024
<b>ANTICIPATED</b> Proposal Evaluations Complete		<b>Week of</b> October 01, 2024
<b>ANTICIPATED</b> Notice of Intent to Award		<b>Week of</b> October 01, 2024
<b>ANTICIPATED</b> Contract Issued		<b>Week of</b> October 14, 2024

This RFP does not, by itself, obligate the State. The State's obligation will commence when the contract is approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee. Upon written notice to the Contractor, the State may set a different starting date for the contract. The State 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 the State.

### 1.13 PRE-PROPOSAL CONFERENCE/TELECONFERENCE

Not applicable for this RFP.

**1.14 ALTERNATE PROPOSALS**

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830, alternate proposals (proposals that offer something different than what is asked for) will be rejected.

**1.15 NEWS RELEASES**

News releases related to this RFP will not be made without prior approval of the Project Manager.



## 2. BACKGROUND INFORMATION

### 2.01 BACKGROUND

Carbon offset credits are tradable credits used to counterbalance or offset greenhouse gas emissions. A carbon offset credit represents one metric ton of carbon dioxide equivalent (tCO<sup>2</sup>e) removed from the atmosphere or not released into the atmosphere as the result of a carbon offset project activity. An independent carbon crediting program (or carbon registry) verifies these reductions to ensure they are real, permanent, and additional (i.e. above a “business-as-usual” baseline scenario that represents emission levels absent the project) and issues credits based on the amount of greenhouse gas emissions reduced or removed, with one credit representing one tCO<sup>2</sup>e. Entities that have an obligation or desire to offset their greenhouse gas emissions can purchase carbon offset credits to meet emissions reduction or net-zero targets (to be “carbon neutral by 2030,” for example).

With over 100 million acres of land managed by the Department of Natural Resources (DNR), including approximately 28 million acres of forested lands, Alaska holds significant potential for forest-based carbon offset projects.

Senate Bill 48, passed by the Alaska State Legislature in 2023, established the Carbon Offset Program, authorizing DNR to undertake and own carbon offset projects on State lands. Authorized under [AS 38.95.400 - AS 38.95.499](#) and [11 AAC 78](#) and managed by the DNR Office of Project Management & Permitting, these projects aim to generate revenue through carbon offset credit sales while providing other environmental, social, and economic co-benefits and helping meet free-market demand for decarbonization.

This Request for Proposals (RFP) seeks to engage qualified and experienced project developers with the expertise and resources to

- Develop and register forest-based carbon offset projects authorized under [AS 38.95.400 - AS 38.95.499](#) and [11 AAC 78](#) on State forestlands, including select forestlands within the 1.8-million-acre Tanana Valley State Forest, the 286,000-acre Haines State Forest, and Forestry-designated lands (classified for long-term forest management and to be managed by DNR as a ‘working forest’ because of its physical, climatic, and vegetative conditions) that include 683,000 acres in the Susitna-Matanuska area and 26,100 acres in the Kenai area;
- ensure projects meet rigorous standards for verification and registration; and
- manage the State’s sale of carbon offset credits into carbon offset markets.

Project services under this RFP may include assessing the feasibility of and developing projects in the Tanana Valley State Forest, the Haines State Forest, and on other State forestlands in the Susitna-Matanuska and Kenai areas.

Available data, management plan, and timber sale information for State forestlands:

### Forest Inventory and Carbon Stocks

- Alaska Division of Forestry & Fire Protection GIS Home: <https://forestrymaps-soa-dnr.hub.arcgis.com/>
- Alaska DNR Forestry Carbon Viewer: <https://forestrymaps-soa-dnr.hub.arcgis.com/pages/carbon>
- Alaska Statewide Forest Inventory: <https://forestrymaps-soa-dnr.hub.arcgis.com/apps/SOA-DNR::alaska-statewide-forest-inventory/about>

### Management Plans

- Alaska State Forest Management Plans (Tanana Valley, Haines, and Southeast): <https://forestry.alaska.gov/stateforests>
- Susitna Matanuska Area Plan: <https://dnr.alaska.gov/mlw/planning/areaplans/sumat/>
- Kenai Area Plan: <https://dnr.alaska.gov/mlw/planning/areaplans/kenai/>

### Timber Management and Sale

- Five-Year Schedules of Timber Sales: <https://forestry.alaska.gov/timber/fiveyearschedules>
- Current Timber Sales: <https://forestry.alaska.gov/timber/contracts>
- Over-the-Counter Timber Sales: <https://forestry.alaska.gov/timber/overthecounter>
- Timber Sale Best-Interest Findings and Forest Land Use Plans: <https://forestry.alaska.gov/decisiondocs>

### 3. SCOPE OF WORK & CONTRACT INFORMATION

#### 3.01 SCOPE OF WORK

The Contractor shall provide integrated services and consulting for developing and registering a forest-based carbon offset project or projects, including but not limited to the following services:

- a) Conducting a project feasibility study of the carbon storage and marketing potential of select forestlands in the Tanana Valley State Forest and the Haines State Forest or other State forestlands in the Susitna-Matanuska and Kenai areas, including but not limited to using forest inventory data to conduct forest carbon stock dynamic optimization under alternative silvicultural practices and estimating the potential for carbon offset credit generation.

The feasibility study must include:

1. an estimate of the total number of carbon offset credits the project is anticipated to generate and a table or tables summarizing the anticipated number of credits issued at each credit issuance event during the project crediting period and project term;
2. a summary of the potential environmental, social, and economic co-benefits of the project, including positive impacts of the project on local communities;
3. the recommended carbon crediting program and protocol/methodology for the project(s);
4. a summary of the project's baseline and predicted additionality based on the best available data;
5. a summary of concerns with project additionality, permanence, or other considerations that could affect the viability of the project;
6. a summary of any restrictions on timber harvesting activities within the project area during the crediting period and any other restrictions that may impact multiple uses of a project area during the crediting period, including potential impacts to other resource development activities and public access for hunting, fishing, and other generally allowed uses, as per AS 38.95.410(f); and
7. a summary of any potential impacts natural disasters (e.g., wildland fire, flood, windstorm, infestation, etc.) might have on the project, how reversals would be addressed (including information on the risk or "buffer" pool and any additional project insurance options), and what responsibilities the State has in the event of a reversal.

If the feasibility study results in a finding of no feasible project, the contract scope of work will include only the feasibility study in paragraph a) of this section. If the feasibility study results in a finding of a feasible project, the contract scope of work will include paragraphs a) through l) of this section.

The Contractor may not perform additional project work beyond the feasibility study until receiving a written notice to proceed from the Project Manager.

- b) Selecting an appropriate carbon registry standard and protocol/methodology for the project and listing/initiating the project with the selected registry. The Contractor may not list/initiate the project with the selected registry until receiving a written notice to proceed from the Project Manager.
- c) Conducting forest inventory of the project area to include the establishment of plots, plot measurement, and an inventory database to include estimates of total stored carbon, annual rates of carbon sequestration, and potential for total carbon offset credit generation. The contractor may not undertake a forest carbon inventory for the project until receiving a written notice to proceed from the Project Manager.
- d) Developing carbon modeling documentation required for the selected carbon registry standard and protocol/methodology.
- e) Preparing and submitting a project plan, project description documents, and monitoring, reporting, and verification plans (or similar required documents and plans) to the selected carbon crediting program and performing all necessary steps and requirements for carbon offset project registration.
- f) Securing an independent third-party validation and verification body approved by a carbon registry standard to conduct project validation and verification. (The Contractor may not secure a validation and verification body for the project until receiving a written notice to proceed from the Project Manager.) The final approval of the selected verification/validation body shall be made by the State.
- g) Assisting the State in presenting the project concept and plan to potentially impacted communities and stakeholder groups and providing an opportunity for public input and feedback.
- h) Marketing a carbon offset credit portfolio to prospective purchasers.
- i) Providing recommendations relating to and/or seeking for the project carbon market integrity labeling (e.g. Integrity Council for the Voluntary Carbon Market's Core Carbon Principles) or rating by a third-party carbon project ratings agency.

- j) Maximizing the sale price of the State’s carbon offset credits when providing brokerage services for the sale of credits and/or by advising on the sale of credits through an exchange or directly to purchasers (i.e., ‘over-the-counter’).
- k) Reporting carbon offset credit sales and retirements.
- l) Conducting continued project monitoring, reporting, and verification for the duration of the contract term and the project crediting period.

Pending the successful marketing and sale of carbon offset credits from the project(s), and at the sole discretion of the State, the successful Contractor may have exclusive rights for developing additional carbon offset projects for the State in other areas of the State Forest system or other State forestlands.

All services shall be provided consistent with State practices and procedures.

### **3.01.1 Project Schedule**

Below is a schedule of desired deliverables and target completion dates for the project.

<b><u>Project Activity</u></b>	<b><u>Target Date</u></b>
Contract issued/project start date	October 15, 2024
Project feasibility completed	December 15, 2024
Project listing	April 01, 2025
Inventory completed	October 01, 2025
Verification completed	June 01, 2026
First credit issuance	October 01, 2026

The offeror may propose an alternative project schedule in the descriptive literature provided under 4.05 Project Plan if they find this project schedule infeasible.

### **3.01.2 Contractor Representative**

The Contractor must appoint one individual (the “Contractor Representative”), specifically assigned to DNR accounts, that will respond to inquiries regarding contract activities.

The Contractor must notify the Project Manager at least 30 calendar days before removing or assigning a new Contractor Representative.

### **3.01.3 Work Hours**

The Contractor must provide contract activities during the State’s normal working hours Monday through Friday, 8:00 a.m. to 5:00 p.m. AST, and occasional night and weekend hours depending on the requirements of the project.

### **3.01.4 Key Personnel**

The following key personnel positions, at a minimum, must be included in the bid response. Names and titles of key personnel must be included. The minimum experience levels listed are recommended, not required.

#### **Senior Level/Principal**

- Seven years of experience with carbon offset projects and markets and
- Five years of experience leading/directing major accounts

#### **Project Lead**

- Five years of experience developing forest-based carbon offset projects

#### **Financial Manager**

- Five years of experience with financial accounting for carbon offset projects

The Project Manager shall be notified in advance and in writing of any changes or removal of key personnel during the term of the contract. Failure to notify the Project Manager of any changes may be grounds for the State to terminate the contract.

### **3.01.5 Project Lead**

The Contractor must appoint one individual (“Project Lead”) who will be directly responsible for the day-to-day operations of the Contract. The Project Lead must be specifically assigned to the State account, be knowledgeable of the contractual requirements, and respond to State inquiries within 24 hours.

### **3.01.6 Project Plan**

The project plan under 4.05 Project Plan must identify the overall project steps with key components, sub-projects, tasks, and resources identified; the expected process and frequency for providing updates/progress reviews; and the process for addressing issues and project plan changes.

The Contractor shall carry out this project under the direction and control of the Project Manager or designee. The Project Plan shall be subject to final approval by the Project Manager or designee.

## **3.02 CONTRACT TERM**

If a feasibility study under paragraph a) of 3.01 Scope of Work results in a finding of a feasible project, the length of the contract will be seven years from the date of award until completion (approximately 2031), with five one-year renewal options to be exercised solely by the State.

If a feasibility study under paragraph a) of 3.01 Scope of Work results in a finding of no feasible project, the contract will be terminated with written notice from the State.

If the State and the Contractor determine mutually in writing that the project has failed to proceed to credit issuance, the contract will be terminated with written notice from the State.

Unless otherwise provided in this RFP, the State and the Contractor agree: (1) that any extension of the contract, excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the Procurement Officer will provide notice to the Contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the Procurement Officer via a written contract amendment.

### 3.03 DELIVERABLES

The Contractor shall perform the scope of work set forth within 3.01 Scope of Work to the State's satisfaction, meet any delivery and completion dates outlined in 3.01.1 Project Schedule, and provide the following deliverables:

- a) A feasibility study of the carbon storage and marketing potential of a carbon offset project or projects on select forestlands in the Tanana Valley State Forest and the Haines State Forest or other State forestlands in the Susitna-Matanuska and Kenai areas:
  1. an estimate of the total number of carbon offset credits the project is anticipated to generate and a table or tables summarizing the anticipated number of credits issued at each credit issuance event during the project crediting period and project term;
  2. a summary of the potential environmental, social, and economic co-benefits of the project, including positive impacts of the project on local communities;
  3. the recommended carbon crediting program and protocol/methodology for the project(s);
  4. a summary of the project's baseline and predicted additionality based on the best available data;
  5. a summary of concerns with project additionality, permanence, or other considerations that could affect the viability of the project;
  6. a summary of any restrictions on timber harvesting activities within the project area during the crediting period and any other restrictions that may impact multiple uses of a project area during the crediting period, including potential impacts to other resource development activities and public access for hunting, fishing, and other generally allowed uses, as per AS 38.95.410(f); and
  7. a summary of any potential impacts natural disasters (e.g., wildland fire, flood, windstorm, infestation, etc.) might have on the project, how reversals would be addressed (including information on the risk or "buffer" pool and any additional project insurance options), and what responsibilities the State has in the event of a reversal.

The Contractor may not perform additional project work beyond the feasibility study until receiving a written notice to proceed from the Project Manager.

- b) Selection of a carbon crediting program and protocol/methodology that is the best fit for the project, establishing an account with the program, and listing the project with the selected registry. The Contractor may not list the project with the selected registry until receiving a written notice to proceed from the Project Manager.
- c) A completed forest carbon inventory for the project, including design and data collection to include the establishment of plots, plot measurement, and an inventory database. The Contractor may not undertake a forest carbon inventory for the project until receiving a written notice to proceed from the Project Manager.
- d) Completion of carbon calculations and modeling to be used in registry documentation, including project-scenario growth and yield modeling, baseline scenario design and modeling, and carbon offset quantification.
- e) Completion of all registry-required project documentation (e.g. project description documents and monitoring, reporting, and verification plans), including the incorporation of the project's carbon offset quantification in paragraph d) above.
- f) Securing independent third-party validation and verification bodies approved by a carbon registry standard to conduct project validation and verification. (The Contractor may not secure a validation and verification body for the project until receiving a written notice to proceed from the Project Manager. Final approval of the selected verification/validation body shall be made by the State.) Managing validation and verification, including document submittal, site audits, and responses to verifier/validator questions. Submitting project validation and verification documentation to the selected carbon crediting program.
- g) Completion of registry-required steps for credit registration and issuance.
- h) Marketing of a carbon offset credit portfolio to prospective purchasers.
- i) Credit sale delivery to offset credit buyers; transfer of payment to the State.

The Contractor shall discuss with the State any issues, recommendations, and decisions related to the contract. All presentations or documents will become the property of the State. Where required, project deliverable due dates are established in 3.01.1 Project Schedule. Due dates for other deliverables or additional as-needed services may be developed in the future on an as-needed basis and will be subject to negotiation between the State and the Contractor.

### **3.04 CONTRACT TYPE**

The contract will be a commission-based contract with a firm fixed-price as identified in sections 1.02.1 Commission-Based Contract and 1.02.2 Firm Fixed-Price Contract.



**3.04.1 Commission-Based Contract**

If a feasibility study under paragraph a) of 3.01 Scope of Work results in a finding of a feasible project, the Contractor will be paid a fixed percentage of net proceeds from the sale of carbon offset credits generated by the project, as set forth in 1.02 Financial Terms.

**3.04.2 Fixed-Price Contract**

If a feasibility study under paragraph a) of 3.01 Scope of Work results in a finding of no feasible project or if the project fails to proceed to credit issuance, the Contractor will be compensated for work performed not to exceed \$50,000.00, as set forth in 1.02 Financial Terms.

**3.05 PAYMENT PROCEDURES****3.05.1 Payment to Contractor Under a Fixed-Price Master Agreement**

No payment will be made until the contract is approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee. Under no conditions will the State be liable for the payment of any interest charges associated with the cost of the contract. The State is not responsible for and will not pay federal, state, or local taxes. All costs associated with the contract must be stated in U.S. currency.

Contract pricing for the contract shall be the fully burdened (a single rate that includes all of the Contractor's costs to provide goods and services, including overhead) hourly billable rates for the positions required herein and as proposed by the offeror in Table 1: Feasibility Study Costs of Attachment 4 Cost Proposal.

Actual services rendered include time spent on preparation and performance of the scope of work and deliverables in the contract. These labor costs shall be a fully burdened billable labor rate for each position providing services for a specific task.

Direct costs include, without limitation, actual costs and expenses incurred to purchase, rent, use, provide, and consume materials, equipment, and supplies for a specific project and other incidental costs such as shipping, printing, lodging, and transportation. These costs shall be invoiced without any mark up.

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the Project Manager.

**3.05.2 Payment to State Under a Commission-Based Contract**

The Contractor shall pay to the State the State's portion of revenue from the sale of carbon offset credits set forth in Table 2 Commission Fee of Attachment 4 Cost Proposal Form. Credits will be generated upon the project's first credit issuance event and on an approximate annual basis following the project's first credit issuance event. The Contractor shall pay to the State via Electronic Funds Transfer (EFT) the State's share of revenues from the sale of carbon offset credits within 45 days of credit sale and delivery to the credit offset purchaser, unless otherwise negotiated with the Project Manager.

### **3.06 PROMPT PAYMENT FOR STATE PURCHASES**

Not applicable for this RFP.

### **3.07 CONTRACT PAYMENT**

Failure to submit contract payment within the timeline set forth in 3.05.2 Payment to State Under a Commission-Based Contract may result in termination of the contract. Any late payments under this contract shall, in addition to allowing the State to declare a breach of contract obligations, accrue interest owed to the State at the maximum rate allowed under AS 45.45.010(a).

### **3.08 CONTRACT PRICE ADJUSTMENTS**

Not applicable for this RFP.

### **3.09 LOCATION OF WORK**

The location(s) the work is to be performed, completed, and managed will be at the Contractor's location of business.

The State **WILL NOT** provide workspace for the Contractor. The Contractor must provide its own workspace.

By signature on their proposal, the offeror certifies that all services provided under this contract by the Contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the Procurement Officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the State to reject the proposal as non-responsive or cancel the contract.

### **3.10 SUBCONTRACTORS**

Subcontractors may be used to perform work under this contract. If an offeror intends to use a subcontractor, the offeror must identify in the proposal the names of the subcontractor (if known at the time the offer is submitted) and the services, project deliverables, and/or tasks the subcontractor will perform.

The subcontractor's experience may be considered in determining whether the offeror meets the requirements set forth in 1.04 Minimum Prior Experience.

If a proposal with a subcontractor is selected, upon request the Contractor must, within five working days from the date of the State's request, describe the services, project deliverables, and/or tasks the subcontractor will perform and provide the following information for each prospective subcontractor:

- the complete name and address of the subcontractor and
- if the subcontractor will be performing work within Alaska, an attestation from the offeror that the subcontractor will be required to hold a valid Alaska business license before the subcontractor begins working on the project.

If a subcontractor does not have a valid Alaska business license before beginning work on the project, the Contractor may not use the subcontractor in the performance of the contract. (If the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.)

An offeror's failure to provide this information within the time set may cause the State to consider their proposal non-responsive and reject it.

The Project Manager shall be notified in advance and in writing of any changes or removal of a subcontractor during the term of the contract. Failure to notify the Project Manager of any changes may be grounds for the State to terminate the contract.

### **3.11 VALIDATION AND VERIFICATION**

The Contractor may not secure a validation and verification body for the project until receiving a written notice to proceed from the Project Manager. Upon receiving a written notice to proceed, the Contractor shall

- secure an independent third-party validation and verification body approved by a carbon registry standard to conduct project validation and verification;
- coordinate and be responsive to requests from validation and verification bodies; and
- submit project validation and verification documentation as required by the registry.

The final selection of a validation/verification body shall be subject to approval by the State.

### **3.12 JOINT VENTURES**

Joint ventures will not be allowed.

### **3.13 RIGHT TO INSPECT PLACE OF BUSINESS**

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

### **3.14 F.O.B. POINT**

Not applicable to this RFP.

### **3.15 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 Project Manager. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The Project Manager or Procurement Officer 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.

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

### **3.16 LIQUIDATED DAMAGES**

Not applicable for this RFP.

### **3.17 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 Project Manager 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 per AS 36.30.400.

The Contractor will not commence additional work until the Procurement Officer has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee.

### **3.18 NONDISCLOSURE AND CONFIDENTIALITY**

The Contractor agrees that all confidential information it receives shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminated or allowed to be disseminated except as provided herein.

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, confidential information it receives. "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 the State 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, software, information or materials (whether prepared by the State 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 State of Alaska classification and categorization guidelines provided by the State to the Contractor or a contractor agent or otherwise made available to the Contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the Contractor or a contractor agent in the performance of this contract. 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.).

Additional information the Contractor shall hold as confidential during the performance of services under this contract include:

- Deliberative documents, including information relating to a feasibility study;
- Information that could affect the commercial position of the State relating to its participation in carbon markets and other resource development sectors; and
- The sale price of carbon offset credits.

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 federal or state law, regulation, governmental or regulatory authority, the Contractor may disclose the confidential information after providing the State with written notice of the requested disclosure (to the extent such notice to the State is permitted by applicable law) and giving the State opportunity to review the request. If the Contractor receives no objection from the State, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the Contractor must be provided to the State within a reasonable time after the Contractor's receipt of notice of the requested disclosure and, upon request of the State, 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.

The provisions of this section survive the termination of the contract.

### 3.19 INDEMNIFICATION

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission, or negligent act 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 comparative fault basis. “Contractor” and “contracting agency”, as used within this and the following 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.

### 3.20 INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement 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 State shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer 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. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

**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 the State.

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

**Commercial Automobile Liability Insurance:** Covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

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

**Contract Amount**

\$1,000,000 or over

**Minimum Required Limits**

\$10,000,000 per Claim/Annual Aggregate w/5 Year Extended Reporting Period (ERP)

**3.21 TERMINATION FOR DEFAULT**

- a. If the Project Manager or Procurement Officer 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, the State may, by providing written notice to the Contractor, terminate the Contractor's right to proceed with part or all the remaining work.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the Contractor supports or participates in a boycott of the state of Israel.

This clause does not restrict the State's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

---

## 4. PROPOSAL FORMAT & CONTENT

### 4.01 INTRODUCTION

Proposals must include the complete name and address of the offeror's business and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP and, if applicable, provide notice that the offeror qualifies as an Alaskan offeror. 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 non-responsive and the proposal may be rejected.

The State discourages overly lengthy proposals. However, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

### 4.02 PROPOSAL CONTENTS

The following information must be included in all proposals.

**(a) 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.

**(b) Offeror's Certification**

By signature on the proposal, the offeror certifies that they comply with the following:

- A. the laws of the State of Alaska;
- 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. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [A] through [G] of this paragraph, the State reserves the right to disregard the proposal, terminate the contract, or consider the Contractor in default.



**(c) Vendor Tax ID**

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

**(d) Conflict of Interest**

Each proposal shall include a statement indicating whether or not the offeror or any individuals working on the contract have a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Procurement Officer 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 contract to be performed by the Offeror.

**(e) Federal Requirements**

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

**4.03 EXPERIENCE**

The offeror must provide descriptive literature demonstrating the offeror's expertise in forest-based carbon offset project development. The offerors' descriptive literature should include:

**a) General Information**

1. A summary of the offeror's experience in developing forest-based carbon offset projects and marketing and selling carbon offset credits. Include:
  - A. firm size (total number of personnel and number of personnel with experience with forest carbon projects) and location of headquarters;
  - B. types of carbon offset projects developed (e.g., improved forest management, reforestation, biochar, bioenergy with carbon capture and storage, wildland fire mitigation-based, etc.);
  - C. total number of carbon offset projects developed;
  - D. an estimate of the total number of carbon offset credits generated;
  - E. countries/states where the firm has developed projects;
  - F. previous client types (government or private sector).
2. A minimum of three examples of forest-based projects the firm developed that brought carbon offset credits to market within the past five years. To the extent possible, note whether each project was completed on schedule and within a reasonable range of the number of carbon offset credits projected to be generated at each credit issuing event.

3. A list of current or past clients the offeror has contracted with for improved forest management or other nature-based carbon offset projects within the past five years. For each client, provide the duration of the contract and the name, address, and telephone number of the primary point of contact for the project proponent.
4. Other related services the offeror provides (e.g., project development or consulting in carbon capture, carbon storage, environmental finance, or renewable energy).

**b) Alaska Experience**

1. Include information on any projects the offeror has developed in Alaska and information on any other Alaska-specific experience.
2. Highlight an understanding of the uniqueness of Alaska, its resources, and its socioeconomic, cultural, geographical, logistical, and environmental considerations.

**c) Organization/Key Personnel**

Include an organizational chart identifying key personnel assigned to the project and illustrating lines of authority. Accompanying descriptive literature must identify key personnel responsible and accountable for the completion of each component and deliverable of the project plan and provide the title, resume, and area of specialty/concentration for each key personnel.

#### **4.04 UNDERSTANDING OF THE PROJECT**

Under this section, the offeror's descriptive literature should illustrate the offeror's understanding of the project scope of work; the project purpose, requirements, and schedule; and the project deliverables.

The descriptive literature should include a discussion of how the project will create value for the State, including the value to the State and the potential revenue to the State, as per AS 38.95.410(a)(7), and align with the mission of the Department of Natural Resources: to develop, conserve, and maximize the use of Alaska's natural resources consistent with the public interest. In discussing value for the State, the offeror should emphasize anticipated revenue to the State; additional positive outcomes that arise from the project, including environmental, social, and economic co-benefits; and how the project aligns with the State's strategic goals (e.g. balancing resource development with sustainability, supporting key industries, and promoting diversification to ensure long-term economic resilience). Include any potentially complementary projects or activities that might arise from the project (e.g., more active forest management, improved access to forest resources, or healthier and more productive forests).

Descriptive literature should also include a discussion of reasonably foreseeable issues and potential challenges related to the project, including the potential for unintentional reversals and potential impacts on local economies, public use (hunting, fishing, subsistence use, recreation, access, etc.), and other resource development activities (e.g., timber, mining, etc.), as per AS 38.95.410(a)(5) and (6) and AS 38.95.410(f).

#### 4.05 PROJECT PLAN

The offeror must provide a detailed project plan that outlines how they intend to accomplish the scope of work in 3.01, meet the project schedule detailed in 3.01.1, provide the deliverables detailed in 3.03, and generate revenue for the State through the sale of carbon offset credits. The project plan must include the following project specifics:

- a) Feasibility Study – Outline the steps the Contractor will take to complete the feasibility study described in paragraph a) of 3.01 Scope of Work.
- b) Crediting Program Standard and Protocol/Methodology – Include information on the proposed carbon crediting program and methodology that would be the best fit for the project and why, based on the information provided in 2.01 Background and available data, management plans, and timber sale information on State forestlands. Explain how the carbon crediting program and methodology will be confirmed in the feasibility study.
- c) Project Schedule – Include a detailed project schedule that accomplishes the activities and target completion dates set forth in 3.01.1 Project Schedule; include information and any relevant detail on the earliest date when carbon offset credits are anticipated to be issued and when credits are anticipated to be marketed and sold. The offeror may propose an alternative project schedule if they find the schedule in 3.01.1 is unachievable.
- d) Minimum/Maximum Crediting Period – Include information on the minimum and maximum duration of the project crediting period and on the anticipated schedule for interim credit issuance according to the proposed carbon crediting program and methodology.
- e) Inventory and Verification – Include information on how often forest inventory, monitoring reports, audits, and/or verifications must be completed according to the proposed carbon crediting program and methodology.
- f) Project Plan Modifications – Include information on what modifications to a project plan are allowable during the crediting period.
- g) Addition of New Areas – Include information on the Contractor’s ability to and interest in identifying and integrating new project areas into an existing project or identifying and developing new stand-alone carbon offset projects for the State.
- h) Co-Benefits – Include information on the potential co-benefits of the project to the State and nearby communities, including environmental, socio-economic, and cultural benefits.
- i) Community/Stakeholder Engagement – Include information on how the offeror will assist the State in presenting the project concept/plan to potentially impacted communities and stakeholder groups and providing an opportunity for public input and feedback.

- j) Marketing – Describe the strategy for marketing the carbon offset credit portfolio to prospective buyers and explain how it would be tailored to Alaska. Include information on potential purchasers and who offset credits would be marketed to. Include information on any advantages or the potential attractiveness of carbon offset credits generated from forestry-based projects in Alaska.
- k) Sales – Describe plans for selling carbon offset credits, including options for selling credits either on a prompt-delivery or forward-delivery basis and describe whether sales will be conducted through an exchange, a broker, or directly to purchasers (i.e., “over the counter”).
- l) Revenue Disbursement – Include how and when revenue will be disbursed to the State (i.e., monthly, quarterly, annually, via Electronic Funds Transfer (EFT), etc.).

#### **4.06 COST PROPOSAL**

The offeror must submit this information as described in Attachment 4 Cost Proposal Form.

#### **4.07 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT**

Not applicable for this RFP.

#### **4.09 EVALUATION CRITERIA**

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criteria set forth in **5. EVALUATION CRITERIA & CONTRACTOR SELECTION**.

## 5. EVALUATION CRITERIA & CONTRACTOR SELECTION

### 5.01 SUMMARY OF EVALUATION PROCESS

The State will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A Proposal Evaluation Committee (PEC), made up of at least three State employees or public officials, will evaluate the technical portion of all responsive proposals.
- 3) Each responsive technical proposal will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the proposals based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the Procurement Officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The PEC will submit their final individual scores to the Procurement Officer, who will then compile the scores and calculate awarded points as set out in 5.03 Scoring Method and Calculation.
- 7) The Procurement Officer will calculate scores for commission fee proposals as set forth in 5.07 Cost Proposal and any applicable Alaska preference points under 5.08 Alaska Offeror Preference and add those scores to the awarded points.
- 8) The Procurement Officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The State will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

### 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to the State, considering both cost and non-cost factors as described in sections 5.04 - 5.07. Note: An evaluation may not be based on discrimination based on the offeror's race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation

### 5.03 SCORING METHOD AND CALCULATION

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

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria and percentage values set out in 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION. Each percentage value will equal one point, with the total maximum points awarded by each PEC member for all evaluation sections not to exceed 100 points. Using only whole numbers, PEC members will start with a median score for each evaluation section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the offeror would then receive a lower score.

### 5.04 EXPERIENCE (35%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated experience developing, registering, and marketing forest-based carbon offset projects similar in size, forest type, and landownership type to those outlined in 2.01 Background and demonstrated experience successfully generating and selling carbon offset credits?
- 2) How well has the offeror demonstrated success in completing similar projects on schedule and within a reasonable range of the number of carbon offset credits projected to be generated at each credit issuing event?
- 3) How well does the offeror demonstrate experience developing carbon offset projects in Alaska or other Alaska-related experience?
- 4) How well does the offeror demonstrate an understanding of the uniqueness of Alaska, its resources, and its socioeconomic and environmental considerations?

### 5.05 UNDERSTANDING OF THE PROJECT (20%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the scope of work, schedule, overall purpose, and requirements of the project?
- 2) How well has the offeror demonstrated an understanding of the project deliverables required by the RFP?
- 3) How well has the offeror identified potential benefits (e.g., revenue, socioeconomic, and environmental) as well as reasonably foreseeable issues and potential challenges related to the project?

- 4) How well has the offeror identified how the project will align with the mission of the Department of Natural Resources and create value for the State (e.g. by generating revenue, creating co-benefits, and aligning with the State’s strategic goals of long-term economic development, sustainability, diversification, and resilience)?
- 5) Has the offeror identified any potential benefits arising from complementary projects or activities (e.g. projects or activities that could benefit from more active forest management, improved access to forest resources, and healthier and more productive forests)?

## 5.06 PROJECT PLAN (15%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the project plan and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the project plan align with and achieve the objectives and deliverables set forth in the RFP?
- 3) How well does the project plan interface with the project schedule and project activity target completion dates identified in the RFP?

## 5.07 COST PROPOSAL (20%)

Overall, 20% of the total evaluation points will be assigned to the cost proposal. After the Procurement Officer applies any applicable preferences listed under 6.11 Application of Preference for which the offeror qualifies, the offeror with the lowest proposed Contractor’s Weighted Average Share from Table 2: Commission Fee of Appendix 4 Cost Proposal Form will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost proposal on the other proposals will be determined using the following formula:

*(Lowest Commission Fee x Maximum Points for Commission Fee) ÷ Offeror’s Commission Fee*

**Example (Max Points for Commission Fee = 20):**

### Step 1

List the Contractor’s Weighted Average Share (with any applicable preferences having been applied) from Table 2: Commission Fee of each offeror’s submitted Cost Proposal Form.

Offeror #1	15%
Offeror #2	18%
Offeror #3	19%

### Step 2

In this example, the RFP allotted 20% of the available 100 points to commission fee. This means that the lowest commission fee will receive the maximum number of points.

**Offeror #1 receives 20 points.**

The reason they receive that amount is because the lowest commission fee, in this case 15%, receives the maximum number of points allocated to commission fee, 20 points.

**Offeror #2 receives 16.66 points.**

*15% lowest commission fee x 20 maximum points for commission fee = 300 ÷ 18% commission fee of offeror #2's proposal = 16.66.*

**Offeror #3 receives 15.79 points.**

*15% lowest commission fee x 20 maximum points for commission fee = 300 ÷ 19% commission fee of offeror #3's proposal = 15.79.*

**5.08 ALASKA OFFEROR PREFERENCE (10%)**

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference under 6.12 Alaska Bidder Preference, the offeror will also receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the offeror's overall evaluation score.

Note: the Alaska Bidder Preference under 6.12 Alaska Bidder Preference allows for a 5% preference to be applied to the commission fee proposed by the offeror in Table 2: Commission Fee of Appendix 4 Cost Proposal Form. The Alaska Offeror Preference allows for a 10% preference to be applied to the offeror's overall evaluation score under sections 5.04 - 5.07.

**Example:****Step 1**

Determine the number of points available to qualifying offerors under this preference:

100 Total Points Available in RFP x 10% Alaska Offeror preference = 10 Points for the preference

**Step 2**

Determine which offerors are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offeror Preference	10 points
Offeror #3	80 points	Alaska Offeror Preference	10 points

**Step 3**

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	83 points
Offeror #2	84 points (74 points + 10 points)
<b>Offeror #3</b>	<b>90 points (80 points + 10 points)</b>

**Offeror #3** is the highest scoring offeror and would get the award, provided their proposal is responsive and responsible.



## 6. GENERAL PROCESS & LEGAL INFORMATION

### 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the Project Manager or Procurement Officer. If performed, the scope of the debriefing will be limited to the work performed by the Contractor.

### 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

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

### **6.03 SITE INSPECTION**

The State may conduct on-site visits to evaluate the Contractor’s capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having their proposal rejected, to provide the State with reasonable access to relevant portions of its work sites. Individuals designated by the Procurement Officer at the State’s expense will make site inspections.

### **6.04 CLARIFICATION OF OFFERS**

In order to determine if a proposal is reasonably susceptible for award, communications by the Procurement Officer 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 Procurement Officer or the PEC may be adjusted as a result of a clarification under this section.

### **6.05 DISCUSSIONS WITH OFFERORS**

The State may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. 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 Procurement Officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the Procurement Officer or the PEC. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Procurement Officer 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 the 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.

Offerors with a disability needing accommodation should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

### **6.06 EVALUATION OF PROPOSALS**

The Procurement Officer, or an evaluation committee made up of at least three State employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in 5 EVALUATION CRITERIA AND CONTRACTOR SELECTION.

If a substantial clarification or material change is needed, the State may issue an addendum to the RFP after the deadline for receipt of proposals. The addendum will incorporate the clarification or change and establish a new date and time for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

## 6.07 CONTRACT NEGOTIATION

After final evaluation, the Procurement Officer 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 which 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, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations occur, they will be held via teleconference and the Procurement Officer will provide a teleconference number.

## 6.08 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
- if the offeror and the State, after a good faith effort, simply cannot come to terms,

the State may terminate negotiations with the offeror initially selected and commence negotiations with the next highest-ranked offeror.

## 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the Procurement Officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will include the names of all offerors and identify the offeror selected for the award.

## 6.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the Procurement Officer at least 10 days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the Procurement Officer within 10 days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The Procurement Officer will issue a written response to the protest. The response will set out the Procurement Officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the Procurement Officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

## **6.11 APPLICATION OF PREFERENCES**

Certain preferences apply to all State contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement include:

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

An *Application of Preferences* guide that outlines relevant statutes and codes, explains when preferences apply, and provides examples of how to calculate preferences is available from the State of Alaska Department of Administration Division of General Services at [www.commerce.alaska.gov/web/portals/4/pub/APP/00ApplicationOfPreferences2017.pdf](http://www.commerce.alaska.gov/web/portals/4/pub/APP/00ApplicationOfPreferences2017.pdf).

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the State to disallow the preference.**

## 6.12 ALASKA BIDDER PREFERENCE

For qualifying offerors, an Alaska Bidder Preference of 5% will be applied to the Offeror's proposed commission fee when evaluating Cost Proposals under 5.07 Cost Proposal. This does not impact the actual commission fee that will be paid to the Contractor, only the evaluation of the commission fee.

The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a Limited Liability Company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

### Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the State to disallow the preference.

Note: the preference under 6.12 Alaska Bidder Preference allows for a 5% preference to be applied to the commission fee proposed by the offeror in Table 2: Commission Fee of Appendix 4 Cost Proposal Form. The preference under 5.08 Alaska Offeror Preference allows for a 10% preference to be applied to the offeror's overall evaluation score under sections 5.04 - 5.07.

### 6.13 ALASKA VETERAN PREFERENCE

For qualifying offerors, an Alaska Veteran Preference of 5%, not to exceed \$5,000.00, will be applied to the Offeror's proposed commission fee when evaluating Cost Proposals under 5.07 Cost Proposal. This does not impact the actual commission fee that will be paid to the Contractor, only the evaluation of the commission fee.

The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

#### Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the State to disallow the preference.

### 6.14 STANDARD CONTRACT PROVISIONS

The Contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP for your review. The Contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the State reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

- 1) Identify the provision that the offeror takes exception to.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

## 6.15 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the Procurement Officer may not accept the offeror as a qualified offeror under AS 36.30.

## 6.16 PROPOSAL AS PART OF THE CONTRACT

Part of or all this RFP and the successful proposal may be incorporated into the contract.

## 6.17 ADDITIONAL TERMS AND CONDITIONS

The State 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.

## 6.18 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

Failure to comply with this requirement will cause the State to reject the proposal as non-responsive or cancel the contract.

## 6.19 RIGHT OF REJECTION

Offerors must comply with all the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable federal, state, and local laws, codes, and regulations. The Procurement Officer may reject any proposal that does not comply with all the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the Procurement Officer may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;

- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the Procurement Officer.

The State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

**A proposal from a debarred or suspended offeror shall be rejected.**

## **6.20 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

## **6.21 DISCLOSURE OF PROPOSAL CONTENTS**

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the State's option. AS 40.25.110 requires public records to be open to reasonable inspection. 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be Confidential Business Information (CBI). *See, e.g.,* article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the Offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee rejects the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake



reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

## **6.22 ASSIGNMENT**

Per 2 AAC 12.480, the Contractor may not transfer or assign any portion of the contract without prior written approval from the Procurement Officer.

## **6.23 DISPUTES**

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the Contractor has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

## **6.24 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.

## **6.25 SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with 6.19 RIGHT OF REJECTION. However, if the State fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the State'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:

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

If the State'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.

## **6.26 SOLICITATION ADVERTISING**

Public notice has been provided in accordance with 2 AAC 12.220.

## **6.27 FEDERALLY IMPOSED TARIFFS**

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The Contractor must promptly notify the Procurement Officer in writing of any new, increased, or decreased federal excise tax or duty that may result in

either an increase or decrease in the contact price and shall take appropriate action as directed by the Procurement Officer.

- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the Contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
  - b) The Contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Procurement Officer.
- **State's Ability to Make Changes:** The State reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

## 7. ATTACHMENTS

### 7.01 ATTACHMENTS

- 1) Standard Agreement Form for Professional Services with Appendix A – General Provisions;
- 2) Certification of Entitlement to the Alaska Bidder Preference;
- 3) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;
- 4) Cost Proposal Form.

**ATTACHMENT 1****STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES**

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
8. Department of	Division	hereafter the State, and	
9. Contractor		hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. <b>Article 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>Article 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the Contractor.</p> <p><b>Article 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____.</p> <p><b>Article 4. Considerations:</b></p> <p>4.1 In full consideration of the Contractor's performance under this contract, the Contractor shall pay the State in accordance with the provisions of Appendix D.</p> <p>4.2 When submitting payment to the State, the Contractor shall refer to the Agency Contract Number and send the payment to:</p>			
11. Department of	Attention: Division of		
Mailing Address	Attention:		
<b>12. CONTRACTOR</b>		<b>14. CERTIFICATION:</b> 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.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
<b>13. CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Manager		Typed or Printed Name	
Typed or Printed Name of Project Manager		Title	
Title			

**NOTICE: This contract has no effect until signed by the head of contracting agency or designee.**

## APPENDIX A

### GENERAL PROVISIONS

#### Article 1. Definitions:

- 1.1 In this contract and appendices, "Project Manager" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

#### Article 2. Inspections and Reports:

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the Contractor's facilities and activities under this contract.
- 2.2 The Contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

#### Article 3. Disputes:

- 3.1 If the Contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

#### Article 4. Equal Employment Opportunity:

- 4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy, or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

- 4.2** The Contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3** The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the Contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4** The Contractor shall include the provisions of this article in every contract and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5** The Contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6** Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7** Failure to perform under this article constitutes a material breach of contract.

**Article 5. Termination:**

- 5.1 The Project Manager, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the Contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.
- 5.2 The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the Contractor supports or participates in a boycott of the State of Israel.

**Article 6. No Assignment or Delegation:**

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Manager and the Agency Head.

**Article 7. No Additional Work or Material:**

No claim for additional services, not specifically provided in this contract, performed, or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Manager and approved by the Agency Head.

**Article 8. Independent Contractor:**

The Contractor and any agents and employees of the Contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

**Article 9. Payment of Taxes:**

As a condition of performance of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

**Article 10. Ownership of Documents:**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the Contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the Contractor agrees that this paragraph supersedes any such statement and renders it void. The Contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Manager. Unless otherwise directed by the Project Manager, the Contractor may retain copies of all the materials.

**Article 11. Governing Law, Forum Selection:**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**Article 12. Conflicting Provisions:**

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the Contractor may seek to add. The Contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The Contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the Contractor for acts of Contractor negligence, are expressly superseded by this contract and are void.

**Article 13. Officials Not to Benefit:**

The Contractor must comply with all applicable federal or state laws regulating ethical conduct of public officers and employees.

**Article 14. Covenant Against Contingent Fees:**

The Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the Contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage, or contingent fee.

**Article 15. Compliance:**

In the performance of this contract, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

**Article 16. Force Majeure:**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.



## ATTACHMENT 2

### CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

I am the offeror or a duly authorized agent of the offeror, and I certify that the offeror is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides substantial benefits which could be favorable to the offeror, and which could affect the award of the Request for Proposals to the offeror's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (AS 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference:

1. As of the deadline for receipt of the proposal, the offeror possesses a valid Alaska business license in any one of the following forms:
  - a copy of an Alaska business license;
  - certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
  - a canceled check for the Alaska business license fee;
  - a copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office; *OR*
  - a sworn notarized affidavit that the offeror has applied and paid for the Alaska business license.
  
2. In addition to holding a current Alaska business license prior to the deadline for receipt of proposals, the offeror:
  - (a) is submitting a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
  - (b) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
  - (c) is incorporated or qualified to do business under the laws of the State, is a sole proprietorship, and the proprietor is a resident of the state, is a Limited Liability Company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; *AND*
  - (d) if a joint venture, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

\_\_\_\_\_  
Signature of Offeror or Offeror's Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

---

## ATTACHMENT 3

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE  
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

The prospective recipient of federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name of Representative: \_\_\_\_\_.

Title of Representative: \_\_\_\_\_.

Signature: \_\_\_\_\_.

Date: \_\_\_\_\_.

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number \_\_\_\_\_ or the Cage Code \_\_\_\_\_.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving federal funds. Failure to do so will result in cancellation of the contract.

---

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

## ATTACHMENT 4 COST PROPOSAL FORM

The offeror must be aware this is a Request for Proposal process. The Cost Proposal is only one of the factors that will be used to evaluate proposals submitted in response to this RFP. Other factors that will be evaluated are outlined in 5 EVALUATION CRITERIA AND CONTRACTOR SELECTION.

The Contractor's Weighted Average Commission Fee shown in Table 2: Commission Fee is the cost that will be used for evaluation purposes for this RFP.

Per 3.04 Contract Type, the contract will be a commission-based contract with a firm fixed-price as identified in sections 1.02.1 Commission-Based Contract and 1.02.2 Firm Fixed-Price Contract.

### **Feasibility/Other Project Development Services Costs**

The offeror is to submit their anticipated costs for a feasibility study under paragraph a) of 3.01 Scope of Work using Table 1: Feasibility Study Costs. Costs offered are to remain firm for the duration of the contract. All costs shall be fully burdened hourly billable rates, which include all costs associated with providing required services, including, but not limited to, direct and indirect costs, payroll, supplies, equipment, overhead, and profit, as further specified in 3.05.1 Payment to Contractor Under a Fixed-Price Master Agreement.

As stated in this RFP, the quantities of services are as needed. The State will only pay for actual services provided. The amount of services needed may vary based upon the actual needs of the State. The State does not guarantee a minimum or maximum amount of services under any contract resulting from this RFP. If services are required, hourly rates for listed positions will be paid at the Hourly Rates submitted by the offeror in Table 1: Feasibility Study Costs of Attachment 4 Cost Proposal Form.

(Table 1: Feasibility Study Costs on the following page.)

**Table 1: Feasibility Study Costs**

Item No.	Description	Hourly Rate
1.	Feasibility Study Services <b>Enter Position Title:</b>	\$
2.	Feasibility Study Services <b>Enter Position Title:</b>	\$
3.	Feasibility Study Services <b>Enter Position Title:</b>	\$
4.	Feasibility Study Services <b>Enter Position Title:</b>	\$
5.	Feasibility Study Services <b>Enter Position Title:</b>	\$
6.	Feasibility Study Services <b>Enter Position Title:</b>	\$
7.	Feasibility Study Services <b>Enter Position Title:</b>	\$
8.	Feasibility Study Services <b>Enter Position Title:</b>	\$
9.	Feasibility Study Services <b>Enter Position Title:</b>	\$
10.	Feasibility Study Services <b>Enter Position Title:</b>	\$
Company Name:		
Authorized Representative's Printed Name:		
Authorized Representative's Signature:		
Date Signed:		

**Commission Fee**

If the feasibility study results in a finding of a feasible project, the resulting contract will be a commission-based contract, with the Contractor paid a fixed percentage of net proceeds from the sale of carbon offset credits generated by the project to be deducted from the carbon offset credit revenue. The offeror must submit their proposed commission fee costs using Table 2: Commission Fee.

Project costs will be borne by the Contractor until revenue is generated from the sale of credits from the carbon offset project. Upon the sale of credits from the carbon offset project, the Contractor will be

1. paid a fixed percentage of net proceeds from the sale of credits as set forth in Table 2: Commission Fee; and
2. reimbursed a fixed percentage of qualifying project costs (forest carbon inventory, validation, and verification) equal to the State's share of net proceeds from the sale of credits (ex. if the State's share of net proceeds is 85%, the Contractor will be reimbursed for 85% of qualifying project costs incurred).

(Table 2: Commission Fee on the following page.)

**Table 2: Commission Fee**

TRANCHE	AGGREGATE CREDIT SALES <sup>1</sup>	CONTRACTOR’S SHARE OF NET PROCEEDS	STATE’S SHARE OF NET PROCEEDS
1	0 – 500,000	%_____	%_____
2	500,001 – 1,000,000	%_____	%_____
3	1,000,001 – 2,000,000	%_____	%_____
4	2,000,001 +	%_____	%_____
		CONTRACTOR’S WEIGHTED AVERAGE SHARE <sup>2</sup>	STATE’S WEIGHTED AVERAGE SHARE <sup>2</sup>
		%_____	%_____
<p><sup>1</sup> For clarity, each credit sale tranche shall apply until the following credit sale tranche is reached. For example, if 600,000 credits are sold, for the first 500,000 credits the Contractor would receive the percentage share of proceeds assigned to the 0 - 500,000 credits tranche and for the next 100,000 credits the Contractor would receive the percentage share of proceeds assigned to the 500,001 - 1,000,000 credits tranche. Additionally, the accumulation of credits shall accrue over the length of the contract term and not reset at any time during the contract term.</p> <p><sup>2</sup> To calculate weighted average share, multiply each of Tranches 1-3 by 0.2 and Tranche 4 by 0.4, then add the products of all four tranches together.</p> <p>Example:</p> <p>Tranche 1 – 18% = .18 x .2 = .036</p> <p>Tranche 2 – 18% = .18 x .2 = .036</p> <p>Tranche 3 – 21% = .21 x .2 = .042</p> <p>Tranche 4 – 25% = .25 x .4 = .1</p> <p>Contractor’s Weighted Share = the sum of tranches 1 – 4 = .214 = 21.4%</p>			
Company Name:			
Authorized Representative’s Printed Name:			
Authorized Representative’s Signature:			
Date Signed:			

**END OF COST PROPOSAL FORM**