

STATE OF ALASKA REQUEST FOR PROPOSALS



RFP 2026-1000-0185 As-Needed Feasibility Evaluation Services for ARR Carbon Offset Projects

ISSUED FEBRUARY 4, 2026

ISSUED BY:

DEPARTMENT OF NATURAL RESOURCES
SUPPORT SERVICES DIVISION

PRIMARY CONTACT:

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Natural Resources (DNR), Office of Project Management & Permitting (OPMP), is soliciting proposals from qualified contractors to evaluate the technical and economic feasibility of developing Afforestation, Reforestation, and Revegetation (ARR) carbon offset projects on State lands.

While ARR feasibility evaluation is the primary focus of this RFP, the State encourages offerors to include supplemental evaluations of complementary carbon removal strategies such as biochar production and woody biomass burial, where these approaches can be integrated with ARR projects or developed as standalone opportunities. The objective is to identify viable ARR projects while exploring synergies with biomass-based solutions to maximize carbon sequestration potential and co-benefits.

If the State elects to pursue project development based on feasibility findings, the selected contractor will be granted a Right of First Negotiation (ROFN), as outlined in Section 3.03. The ROFN provides an exclusive 60-day period to negotiate in good faith for a potential single-source contract for project development services; however, it does not obligate the State to award a contract. The State may proceed with project development either through the ROFN or via a separate competitive solicitation. To ensure fairness, all methods and full results of the feasibility study will be made available to potential respondents in any future solicitation relating to the feasibility findings, so the contractor awarded the feasibility study will not have an unfair competitive advantage and will remain eligible to compete for future project development opportunities.

SEC. 1.02 BUDGET

The DNR budget for the resulting contract shall not exceed **\$200,000.00**.

The services are on an as-needed basis and under the direction of DNR. The budget is an estimate only and does not represent a work commitment. The State does not guarantee a minimum or maximum number of services to be provided or dollar amount to be spent under any resulting contract.

Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** Alaska Time on **April 06, 2026**, as indicated by postmark or email timestamp. Late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

To be considered responsive, offerors must meet the following criteria:

- The offeror must not have had a contract terminated for cause by the State within the past three years.

- The offeror must demonstrate a minimum of five years of experience conducting ARR feasibility studies or developing ARR carbon offset projects. Experience must be under recognized standards (e.g., Verra, ACR, Gold Standard) and include projects/credits intended for sale in the voluntary carbon market.

Offerors must detail in their proposal how they meet the minimum prior experience requirements above. Offerors that fail to identify in their proposals how they meet the prior experience requirements will be deemed non-responsive.

SEC. 1.05 REQUIRED REVIEW

Offerors are strongly encouraged to thoroughly review this solicitation for any errors, ambiguities, or potentially objectionable content. Comments or concerns should be submitted in writing to the Procurement Officer no later than 10 calendar days prior to the proposal submission deadline. This allows sufficient time for the State to issue any necessary addendums and helps prevent the submission of non-compliant proposals or the inadvertent disclosure of offeror information in proposals that cannot be considered for award.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be submitted in writing and directed to the Procurement Officer. If a question is discussed by phone, the offeror must confirm the conversation in writing.

Questions generally fall into two categories:

- Simple inquiries that can be addressed by referring the offeror to a specific section of the RFP. These may be answered verbally or via email.
- Complex or substantive questions that may require clarification or modification of the RFP. In such cases, the Procurement Officer will determine whether a written amendment is necessary.

The deadline for the receipt of questions by the Procurement Officer is **March 26, 2026, 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.

SEC. 1.07 PROPOSAL SUBMISSION INSTRUCTIONS

To be considered for evaluation, proposals must be submitted either electronically or in hard copy format according to the following submission requirements.

Email Submission

- The technical proposal and cost proposal must be saved as separate PDF documents and attached to an email sent to shawn.olsen@alaska.gov.
- Each attachment must be clearly labeled, using a format such as:
 - "Vendor Name – Technical Proposal.pdf"
 - "Vendor Name – Cost Proposal.pdf"
- The RFP number must be included in the email subject line.

- The maximum size of a single email (including attachments) is 20 megabytes. If your proposal exceeds this limit, you must send it in multiple emails, each under 20 MB, and each email must comply with the labeling and subject line requirements above.

Hard Copy Submission

- Offerors must submit one printed copy of their proposal in a sealed package to the Procurement Officer.
- The cost proposal must be sealed separately within the package and clearly identified.
 - Offerors must submit one printed copy of their proposal in a sealed package to the Procurement Officer.
 - The cost proposal must be sealed separately within the package and clearly identified.
 - The sealed package must be addressed as follows:

Department of Natural Resources
Support Services Division
Attention: **SHAWN M. OLSEN**

Request for Proposal (RFP) Number: 2026-1000-0185

RFP Title: As-Needed Feasibility Evaluation Services for ARR Carbon Offset Projects

550 W 7th Avenue, Suite 1330
Anchorage, Alaska 99501

It is the offeror's responsibility to contact the issuing agency at shawn.olsen@alaska.gov to confirm that the proposal has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 VENDOR REGISTRATION

Prior to contract award, offerors must be registered in the State of Alaska's Integrated Resource Information System (IRIS) Vendor Self Service (VSS) database. Registration can be completed online at: <https://iris-vss.alaska.gov>.

Offerors who are not registered at the time of award will be notified by the DNR Procurement Office. Failure to complete registration in a timely manner may delay contract award and the commencement of work.

SEC. 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.

SEC. 1.10 PROPOSAL AMENDMENTS

Offerors may amend or withdraw their proposals only if a written request is received prior to the proposal submission deadline. After the deadline, amendments or withdrawals will not be accepted unless specifically requested by the State in accordance with 2 AAC 12.290.

SEC. 1.11 RFP ADDENDA

If an addendum is issued prior to the proposal submission deadline, it will be posted on the State of Alaska Online Public Notice (OPN) website. A link to the addendum will be provided to all parties who were notified of the RFP and to those who registered with the Procurement Officer after accessing the RFP via the OPN.

If, after receipt of proposals, substantial clarification or material changes to the RFP are necessary, the State will issue an addendum. The addendum will outline the changes and establish a new deadline for submission of revised or new proposals. Proposal evaluations may be adjusted accordingly.

SEC. 1.12 RFP SCHEDULE

The schedule below represents the State's best estimate of key milestones for this solicitation. If any component of the schedule, such as the proposal due date, is delayed, subsequent dates may be adjusted accordingly. All times are listed in Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		February 04, 2026
Pre-Proposal Conference	10:00 AM	March 12, 2026
Deadline for Receipt of Questions	2:00 PM	March 26, 2026
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM	April 06, 2026
ANTICIPATED Proposal Evaluations Complete		Week of May 04, 2026
ANTICIPATED Notice of Intent to Award		Week of May 04, 2026
ANTICIPATED Contract Issued		Week of May 18, 2026

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.

SEC. 1.13 PRE-PROPOSAL CONFERENCE/TELECONFERENCE

A pre-proposal teleconference will be held at **10:00 AM** Alaska Time on **March 12, 2026**. The purpose of the teleconference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. All questions raised during the meeting must be submitted in writing to the Procurement Officer and will be posted along with the answers on the Alaska Online Public Notice website as an Addendum to the RFP, as soon as possible after the meeting.

Offerors wishing to participate in the proposal conference must contact the Procurement Officer at shawn.olsen@alaska.gov no later than 4:00 PM Alaska Time on March 11, 2026, to request the video conference and/or teleconference phone number.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be arranged.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors are permitted to submit only one proposal for evaluation under this RFP. In accordance with 2 AAC 12.830, alternate proposals (proposals that deviate from the specifications or requirements outlined in this RFP) will not be accepted and will be rejected as non-responsive.

SEC. 1.15 PRESS RELEASES

No press releases or other public statements related to this RFP may be issued without prior written approval from the Project Manager.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

In 2023, the Alaska State Legislature passed Senate Bill 48, authorizing the development of carbon offset projects on State lands. This authority is codified under AS 38.95.400 – AS 38.95.499 and implemented by the Department of Natural Resources, Office of Project Management & Permitting, pursuant to 11 AAC 78.

The Carbon Offset Program enables the State to generate revenue through the sale of carbon offset credits, while also delivering environmental, social, and economic co-benefits. These projects support voluntary carbon-reduction goals for businesses and contribute to broader climate and land stewardship objectives.

As part of this program, the State seeks to evaluate the carbon potential, risks, and co-benefits of afforestation, reforestation, and revegetation (ARR) projects on degraded or understocked lands impacted by wildfire, insect infestation, or other disturbances. The goal is to identify viable sites for future project development and to inform strategic decision-making for ARR projects and other potentially complementary carbon offset initiatives, including biochar production and woody biomass burial.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

This section defines the technical requirements and tasks the Contractor must perform to evaluate the feasibility of ARR projects on State lands. The objective is to provide the DNR with a high-level, feasibility-stage assessment of how carbon removal activities can be integrated into existing forest management frameworks to create high-integrity, marketable assets.

The Contractor shall provide the following services:

1. Site Screening

- Identify and prioritize candidate sites with the highest potential for successful ARR activities.
- Assess high-level ecological suitability, including soils, drainage, and permafrost presence.
- Identify land-use constraints and compatibility with existing classifications and legislative designations.
- Develop and apply a ranking system to evaluate candidate sites based on ecological feasibility (e.g., regeneration potential, disturbance history, climate resilience) and economic feasibility (e.g., estimated carbon credit potential, cost of implementation, opportunity cost of forest management alternatives, proximity to infrastructure).
- Identify opportunities for biochar or biomass burial projects, focusing on integration with ARR sites or nearby biomass sources.

2. Identification of Applicable Standards and Methodologies

- Evaluate applicability and fit of market-leading ARR methodologies under recognized carbon crediting programs/registries (e.g., Verra, ACR, CAR, Gold Standard) or emerging standards like Isometric and Puro.earth; where included, assess methodologies for biochar and biomass burial.
- Confirm applicability of state-owned forestland for methodologies.
- Identify any key restrictions related to land tenure, ownership, or management rights; conflicts with Alaska statutes, regulations, or forest management goals; and other topics DNR should consider related to applicable methodologies.

3. Baseline and Additionality Assessment

- Establish baseline assumptions for “business-as-usual” scenarios, specifying data sources (e.g., FIA, remote sensing) and key assumptions on regeneration, carbon stocks, and disturbance frequency.
- Assess project additionality qualitatively and identify considerations for meeting regulatory surplus and financial tests.

4. Preliminary Carbon Potential Estimates

- Provide indicative estimates of carbon removal and net credit generation for prioritized ARR sites and, if included, high-level estimates for biochar and biomass burial.
- Estimate the project development timeline, identifying key milestones and indicative timelines from project commencement through the first issuance of credits.

- Include high-level credit issuance timing based on generalized growth and yield assumptions

5. Market Context and Economics

- Summarize ARR market demand and pricing; include biochar and biomass burial insights if evaluated.
- Provide high-level financial modeling, including reasonable ranges for costs, potential net revenue to the State and the developer, and an indicative project break-even point.

6. Risk Overview

- Identify major risks to project integrity (wildfire, pests, permanence challenges).
- Outline mitigation strategies for reversals and revenue/performance risk, including commercial carbon project insurance.
- Recommend best practices for project installation and long-term management to maximize yield and credit integrity.

7. Financing Options Analysis

- Conduct a high-level comparative analysis of financing structures, including the following models:
 - Upfront Carbon Payments: Securing capital from buyers or partners to cover immediate costs (e.g., seedling purchase, access development, site preparation, planting).
 - Revenue-Sharing: Developer-financed models where all upfront costs are covered in exchange for a percentage of credit sales.
 - Third-Party Investment: Leveraging private equity or specialized carbon funds to scale operations without State appropriations.
 - Guaranteed Delivery Model: Utilizing full-lifecycle or turnkey service models that include performance guarantees to protect the State against project failure and shift operational risk to the contractor.
 - Public-Private Partnership: A long-term agreement where the State provides land access and oversight while private partners supply capital and expertise.
- The analysis should identify advantages, disadvantages, and alignment with State resources and legislative intent for carbon project funding.

8. Co-Benefits, Community Considerations, and Project Integration

- Identify potential environmental (habitat, water quality), social, and economic co-benefits.
- Recommend strategies for engagement with local communities and stakeholders.
- Recommend strategies for combining ARR with other carbon offset projects (e.g. biochar or biomass burial) or other State initiatives (e.g. sustainable aviation fuel (SAF) production, biomass energy).
- Assess how carbon projects intersect with short- and long-term forest management goals.

SEC. 3.02 DELIVERABLES

The Contractor shall provide the following deliverables as part of the feasibility-stage assessment for ARR projects on State lands:

1. Site Screening Report

- GIS-based maps and spatial data identifying candidate sites
- Ranking matrix showing ecological and economic feasibility scores for each site
- Prioritized site list with supporting rationale and summary tables

2. Methodology Assessment

- Comparative matrix of applicable carbon crediting methodologies (e.g., Verra, ACR, CAR, Gold Standard, emerging standards)
- Narrative report confirming applicability to State-owned forestlands
- Discussion of restrictions and conflicts (land tenure, statutes, management goals)

3. Baseline and Additionality Analysis

- Documented baseline assumptions for “business-as-usual” scenarios, including data sources and key assumptions
- Assessment of additionality, including regulatory surplus and financial tests

4. Carbon Potential Estimates

- Indicative carbon removal estimates and projected credit generation for prioritized sites
- High-level project timeline, including key milestones and estimated timing for first credit issuance
- Summary of assumptions used for growth and yield modeling

5. Market and Economics Brief

- Overview of market demand signals, price ranges, and buyer trends for ARR credits
- Financial model with indicative cost ranges, potential net revenue to the State and developer, and estimated break-even point

6. Risk Assessment

- Risk matrix identifying major integrity risks (wildfire, pests, permanence challenges)
- Recommended mitigation strategies, including insurance options and best practices for project installation and management

7. Financing Options Analysis

- Comparative analysis of financing models:
 - Upfront carbon payments (i.e., “pre-financing” or “forward offtake agreements”)
 - Revenue-sharing
 - Third-party/private capital investment
 - Guaranteed delivery model
 - Public-private partnership

- Summary of advantages, disadvantages, and alignment with State resources and legislative intent.

8. Co-Benefits and Integration Plan

- Identification of environmental, social, and economic co-benefits.
- Recommended community engagement strategies.
- Opportunities for integration with biochar, woody biomass burial, SAF production, and alignment with forest management goals.

9. Final Feasibility Report

- ARR Feasibility Report (Required): Comprehensive evaluation of ARR project opportunities, including site screening, methodology assessment, carbon potential, economics, and risk analysis.
- Optional Biomass Integration Report: Supplemental findings on biochar and woody biomass burial opportunities, including integration strategies with ARR projects.
- Final Consolidated Report: Executive summary highlighting ARR feasibility and any recommended biomass-based opportunities.
- Appendices with supporting data, methods, full results, maps, and modeling outputs.

SEC. 3.03 RIGHT OF FIRST NEGOTIATION (ROFN)

If the State elects to pursue project development based on feasibility findings, the selected contractor will be granted a Right of First Negotiation (ROFN). This is a limited right to engage in exclusive good faith negotiations with the State for a single-source contract to provide project development services. This exclusivity period will last for 60 calendar days following written notice of the State's intent to proceed. The exclusivity period may be extended if mutually agreed upon in writing by both parties.

The ROFN is not

- An obligation for the State to enter into a contract with the contractor.
- A restriction on the State's ability to issue a competitive solicitation for project development services if negotiations under the ROFN do not result in an agreement.

Any contract resulting from a successfully exercised ROFN must comply with all applicable State of Alaska procurement laws and regulations, including but not limited to the justification and approval requirements for single-source procurement under AS 36.30.300.

Sec. 3.03.01 Contract Resulting from the ROFN:

Any contract for project development services resulting from an ROFN will include

1. A Scope of Work that includes, at a minimum, the following technical services:

a. Project Design Finalization

- Refine project design based on confirmed site suitability
- Develop detailed planting and management plans

- Integrate resilience measures

b. Project Implementation

- Procure seedlings
- Execute site preparation, planting, and maintenance

c. Validation & Registration

- Prepare Project Description Document (PDD)
- Coordinate third-party validation
- Register project with selected carbon registry
- Ensure compliance with registry standard and methodology

d. Monitoring, Reporting & Verification (MRV)

- Establish monitoring protocols
- Collect and analyze forest and carbon data
- Prepare Monitoring Reports
- Coordinate third-party verification
- Maintain transparent data systems

e. Credit Issuance & Commercialization

- Facilitate issuance of verified credits
- Develop marketing strategy
- Manage credit sales and contracting
- Report sales and revenue
- Support branding and communications

f. Stakeholder Engagement & Capacity Building

- Consult with communities and stakeholder groups
- Provide training and knowledge transfer

2. The following Deliverables:

- Final Project Design & Implementation Plan
- PDD and validation documentation
- Monitoring Reports and verification statements
- Credit issuance records

3. The State of Alaska Standard Agreement Form for Professional Services, including:

- Appendix A - General Provisions.
- Appendix B - Liability and Insurance Requirements.

SEC. 3.04 CONTRACT TERM

The contract term for feasibility evaluation services is approximately two years, with completion expected by May 31, 2028.

Unless otherwise provided in this RFP, the State and the successful offeror/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.

SEC. 3.05 CONTRACT TYPE

The resulting contract for feasibility evaluation services will be a fixed-price Master Agreement (MA). The dollar amount shown on the MA will be the maximum dollar amount to be spent for all services provided under the agreement. The State does not guarantee a minimum or maximum number of services to be provided, or dollar amount to be spent under any contract resulting from this RFP. Future feasibility evaluation will be awarded through Task Order Solicitations using the process set by **Sec. 3.06 Additional As-Needed Services Order Process**. The resulting contract will be nonexclusive to future similar solicitations.

SEC. 3.06 ADDITIONAL AS-NEEDED SERVICES ORDER PROCESS

Once the MA is established and when the State requires additional as-needed services under the MA the Procurement Officer will email the Contractor with a new request for feasibility evaluation; it will outline the required services to be provided; it will set a deadline for receipt of a proposal from the Contractor. The Contractor shall provide a written negotiable proposal within the designated timeframe for the services. The State may negotiate the services or costs in the offered proposal. Once an agreement is reached, the Procurement Officer will email the Contractor a Delivery Order authorizing the work.

The total cost for the feasibility evaluation will not exceed the amount agreed upon without prior written approval from the Procurement Officer. If at any time during the performance of the additional as-needed services the Contractor has reason to believe the amount authorized will be exceeded, the Contractor will notify the Procurement Officer and provide justification and an estimate of the additional cost for completion of the work. Similarly, if at any time during the performance of the additional services, the State has reason to believe that the work required will exceed the total cost due to a change in conditions, or if additional work is required, the Procurement Officer will advise the Contractor and will require revised cost estimates from the Contractor. The State will not be obligated to pay any amount in excess of the total cost set forth in any Delivery Order.

SEC. 3.07 PAYMENT PROCEDURES

The State will make payments based on a negotiated payment schedule. Each billing must include a proper invoice and a progress report detailing work completed. No payment will be made until both the invoice and progress report have been approved by the Project Manager.

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 interest charges related to the contract. The State is not responsible for and will not pay federal, state, or local taxes. All costs must be stated in U.S. currency.

Payment will be made within 30 days of receipt of an invoice or delivery of services, whichever is later. A late payment is subject to interest at 1.5% per month on the unpaid balance. Interest will not be paid if there is a dispute or if an agreement establishes a lower interest rate or precludes interest charges.

The contract price shall be a fixed amount that includes all costs necessary to perform the scope of work and deliverables. This includes labor, overhead, materials, equipment, supplies, travel, and any other expenses. No separate reimbursement for direct costs will be made. Contract pricing shall be based on fully burdened rates (a single rate that includes all costs, including overhead) for positions required and listed in Table 1: Feasibility Study Costs of Attachment 4 Cost Proposal. Actual services rendered include time spent preparing and performing the scope of work and deliverables.

SEC. 3.08 LOCATION OF WORK

All work under this contract will be performed, completed, and managed at the Contractor's place of business. The State will not provide workspace for the Contractor; the Contractor is responsible for providing its own facilities.

By signing the proposal, the Offeror certifies that all services performed under this contract, including those by subcontractors, will be conducted within the United States. By signing the proposal, the Offeror certifies that all services performed under this contract, including those by subcontractors, will be conducted within the United States.

If the Offeror cannot certify that all work will be performed in the United States, the Offeror must submit a written waiver request to the Procurement Officer at least 10 calendar days prior to the proposal submission deadline. The request must include:

- A detailed description of the work to be performed outside the United States,
- The location and responsible party,
- The reason a waiver is necessary.

Failure to comply with these requirements may result in the State rejecting the proposal as non-responsive or canceling the contract.

SEC. 3.09 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an Offeror intends to use subcontractors, the proposal must identify the subcontractor(s) (if known at the time of submission) and specify the services, deliverables, and tasks they will perform.

The subcontractor's experience may not be considered when determining whether the Offeror meets the requirements outlined in Section 1.04 Minimum Prior Experience.

If a proposal involving subcontractors is selected, the Contractor must, within five (5) working days of the State's request, provide a description of the subcontracted services, deliverables, and tasks, along with the following information for each subcontractor:

- The complete name and address of the subcontractor (if known at the time of the request);
- If the subcontractor will perform work within Alaska, an attestation that the subcontractor will hold a valid Alaska business license before beginning work on the project.

Subcontractors performing work in Alaska must have a valid Alaska business license prior to starting work. If a subcontractor does not meet this requirement, the Contractor may not use that subcontractor for any portion of the contract (subcontractors performing work outside Alaska are not required to hold an Alaska business license).

Failure to provide the requested information within the specified timeframe may result in the State deeming the proposal non-responsive and rejecting it.

The Contractor must notify the Project Manager in advance and in writing of any changes to or removal of subcontractors during the contract term. Failure to provide such notice may be grounds for contract termination.

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 substitution of one subcontractor for another may be made only at the discretion and prior written approval of the Project Manager.

SEC. 3.10 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.

SEC. 3.11 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the Project Manager or Procurement Officer. Changes that are not approved by the State may be grounds for the State to terminate the contract.

SEC. 3.12 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.

SEC. 3.13 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 with 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.

SEC. 3.14 NONDISCLOSURE AND CONFIDENTIALITY

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

- Deliberative documents
- Information that could affect the commercial position of the State relating to its participation in carbon markets and other resource development sectors

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.

SEC. 3.15 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.

SEC. 3.16 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 Procurement Officer prior to beginning work and must provide 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 \$300,000.00 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 \$300,000.00 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	Minimum Required Limits
\$100,000.00-\$499,000.00	\$500,000.00 per Claim/Annual Aggregate

SEC. 3.17 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**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 GENERAL REQUIREMENTS

Proposals must include the complete name and address of offeror's firm 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 firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

The State discourages overly lengthy and costly 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.

SEC. 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, offerors certify 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 firm or any individuals working on the contract has 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.

SEC. 4.03 EXPERIENCE & TECHNICAL EXPERTISE

The Offeror must provide descriptive information demonstrating expertise in ARR carbon offset projects, specifically in feasibility evaluation and, where applicable, full-lifecycle project development. This section should clearly illustrate the Offeror's technical capabilities, relevant experience, and understanding of ARR project requirements under recognized carbon standards. Proposals must address the following:

1. Company Profile and General Experience

Provide a comprehensive summary of the Offeror's company and the services the company offers. Include:

- Company size (e.g., headcount, revenue, client base), number of years in operation, and headquarters location.
- Types of projects (e.g., afforestation, reforestation, revegetation, IFM, or other nature-based solutions) the Offeror has evaluated for feasibility or developed through full implementation.
- Client types (government entities, private sector, NGOs, tribal organizations).
- Geographic scope (regions/states and types of forest ecosystems where ARR projects have been implemented).

2. Feasibility Evaluation Experience

Provide at least three examples of ARR projects evaluated within the past five years that successfully demonstrated feasibility. For each example, include:

- Project location and scale (in acres).
- Client/landowner type (e.g., government entity, private landowner, NGO, tribal organization)
- Methodology recommended (e.g., Verra, ACR, Gold Standard).
- Whether the feasibility evaluation met projected timelines.

- Whether the project went on to be fully implemented, and, if so, whether it met the project timelines, budget, and credit generation targets outlined in the feasibility findings.

3. Turnkey / Full-Lifecycle Project Development Experience

Provide a summary of the Offeror's experience managing ARR projects from concept through credit issuance and sale. Include:

- Total number of ARR projects developed to completion.
- Scale and geographic diversity of projects (acres, regions, forest types).
- Methodologies used and number of credits issued.
- At least three specific examples of projects that achieved successful credit issuance and monetization.
- Experience with project financing, stakeholder engagement, and long-term monitoring and verification.

4. Client References

Provide a list of current or past clients for ARR or other nature-based carbon offset projects within the past five years. For each client, include:

- Contract duration.
- Name, address, email, and phone number of the primary point of contact.

5. Alaska-Specific Experience

Identify any ARR or similar projects the Offeror has developed or evaluated in Alaska that demonstrate an understanding of Alaska's unique considerations, including:

- Ecological conditions (boreal forest, tundra, permafrost).
- Socioeconomic and cultural factors.
- Logistical challenges (remote access, seasonal constraints).

6. Additional Services

Describe any experience and expertise in related projects or activities that might be complementary to ARR, including:

- Other carbon offset project types, (e.g., biochar production, woody biomass burial/terrestrial sequestration, bioenergy with carbon capture and storage, ecosystem restoration).
- Sustainable resource development projects (e.g., wood energy development, sustainable aviation fuel production).
- Silviculture, wildfire planning and mitigation, or other forestry services.

SEC. 4.04 FINANCIAL & MARKET EVALUATION

The Offeror must demonstrate the capability to assess financial viability and market potential for ARR projects. Include:

- The Offeror's approach to credit revenue modeling and estimating credit issuances, volumes, and revenue potential.
- The methodology for cost and risk assessment and identification of key financial risks and mitigation strategies.
- Insight into buyer demand, including an understanding of current and emerging market demand for ARR credits.

SEC. 4.05 DELIVERABLES & COMMUNICATION

The Offeror must provide a clear plan for producing a defensible, decision-ready feasibility evaluation that supports the State's decision-making. Include:

- Quality of deliverables, including methodology for ensuring accuracy and transparency in feasibility findings.
- Practical timelines, specifically the ability to meet project milestones and deadlines.
- Commitment to providing concise, actionable executive summaries for decision-makers.
- Demonstrated awareness of the statutory and regulatory requirements under AS 38.95.410 and 11 AAC 78 and an explanation of how these considerations will be integrated into the feasibility evaluation.
- Transparency, with clear communication of assumptions, data sources, and methodologies.

SEC. 4.06 FUNDING DEVELOPMENT COSTS

The Offeror must describe its ability to fund or finance project development costs.

The proposal should include the Offeror's ability to offer, structure, or consult on various models for financing project development (e.g., upfront carbon payments (i.e., “pre-financing” or “forward offtake agreements”), revenue-sharing, third-party/private capital investment, guaranteed delivery model, public-private partnership).

SEC. 4.07 COST PROPOSAL

Offerors must complete and submit the Cost Proposal Form. Proposed costs must represent all direct and indirect expenses required to perform the contract. This includes, but is not limited to, total labor hours by role and hourly rate, direct expenses, payroll, supplies, overhead allocated to each team member, percentage of time devoted to the project, and profit. The amount shown on the cost proposal will be the total compensation paid by the State for feasibility evaluation services. No additional charges will be allowed.

SEC. 4.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals deemed responsive will be evaluated using the criterion that is set out in **Section 5. Evaluation Criteria and Contractor Selection.**

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 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 **Sec. 5.03 Scoring Method and Calculation**.
- 7) The Procurement Officer will calculate scores for cost proposals as set out in **Sec. 5.08 Contract Cost** and add those scores to the awarded points along with factoring in any Alaska preferences.
- 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.

SEC. 5.02 EVALUATION CRITERIA

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

SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria and percentage values set out in Section 5. Each percentage value will equal one point, with the total maximum points awarded, per 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.

SEC. 5.04 EXPERIENCE & TECHNICAL EXPERTISE (30%)

Proposals will be evaluated on the following criteria:

1. Depth and relevance of demonstrated ARR experience, including feasibility evaluations and full-lifecycle project development (credit issuance and monetization) under recognized carbon standards.
2. Depth and relevance of demonstrated experience with biochar or woody biomass burial projects.
3. Organizational capacity and stability to perform the scope of work, supported by company profile and client references confirming timely, high-quality delivery.
4. Expertise in ecosystems relevant to Alaska (boreal and coastal temperate) and demonstrated understanding of Alaska-specific ecological, cultural, and logistical considerations.
5. Experience working with governmental entities or similar organizations on carbon offset projects.

SEC. 5.05 FINANCIAL & MARKET EVALUATION (10%)

Proposals will be evaluated on the following criteria:

1. Effectiveness and defensibility of the approach to credit revenue modeling, including projected volumes and revenue potential.
2. Quality of identification and mitigation of cost and risk factors.
3. Demonstrated knowledge and applicability of financing models for project development (e.g., pre-financing, forward offtake agreements, revenue-sharing).
4. Depth of insight into buyer demand and market trends for ARR credits.

SEC. 5.06 DELIVERABLES & COMMUNICATION (15%)

Proposals will be evaluated on the following criteria:

1. Degree to which proposed deliverables are decision-ready, defensible, and aligned with the State's needs.

2. Feasibility and practicality of the proposed timeline for completing the feasibility evaluation.
3. Clarity, conciseness, and actionability of executive summaries and reporting formats for decision-makers.
4. Proficiency in demonstrating awareness of statutory and regulatory requirements under AS 38.95.410 and 11 AAC 78, and explaining integration into the evaluation.
5. Commitment to transparency in assumptions, data sources, and methodologies.

SEC. 5.07 FUNDING DEVELOPMENT COSTS (15%)

Proposals will be evaluated on the following criteria:

1. Strength of demonstrated ability to fund or finance project development costs in exchange for a revenue-sharing arrangement.
2. Reasonableness and clarity of proposed structure for cost recovery and revenue sharing.
3. Strength and credibility of financial commitments or guarantees offered to support project development.

SEC. 5.08 CONTRACT COST (20%)

Cost will account for 20% of the total evaluation points. After the Procurement Officer applies any applicable preferences, the proposal with the lowest adjusted cost will receive the maximum points for cost, as required by 2 AAC 12.260(c). All other proposals will receive proportionally fewer points based on the following formula:

$$\text{Cost Points} = \frac{\text{Lowest Adjusted Cost} \times \text{Maximum Points}}{\text{Offeror's Adjusted Cost}}$$

Example Calculation

- Maximum Points for Cost: 20
- Adjusted Proposal Costs:
 - Offeror 1: \$40,000
 - Offeror 2: \$42.750
 - Offeror 3: \$47.500

Step 1 - Identify the lowest adjusted proposal cost:

- Offeror 1, with an adjusted proposal cost of \$40,000, receives **20 points**.

Step 2 - Calculate others:

- Offeror 2:

$$\frac{\$40,000 \times 20}{42,750} = 18.71 \text{ points}$$

- Offeror 3:

$$\frac{\$40,000 \times 20}{\$47,500} = 16.84 \text{ points}$$

SEC. 5.09 ALASKA OFFEROR PREFERENCE (10%)

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

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 qualify as Alaska bidders and are thus eligible for the Alaska Offeror Preference. For 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)
Offeror #3	90 points (80 points + 10 points)

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

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 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.

SEC. 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 Bidder Preference and other related preferences, such as the Alaska Veteran Preference and 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, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 6.03 SITE INSPECTION

The State may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its 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 inspection.

SEC. 6.04 CLARIFICATION OF OFFERORS

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.

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

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.

SEC. 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 **Section 5. Evaluation Criteria and Contractor Selection**.

Evaluation scores may be revised if an addendum under Sec. 1.11 introduces a substantial clarification or material change to the RFP and sets a new deadline for submitting new or amended proposals.

SEC. 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.

This section does not apply to the Right of First Negotiation under section 3.03.

SEC. 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
- indicates they cannot perform the contract within the budgeted funds available for the project; 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.

This section does not apply to the Right of First Negotiation under section 3.03.

SEC. 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 set out the names of all offerors and identify the offeror selected for award.

SEC. 6.10 PROTEST

In accordance with AS 36.30.560, an interested party may protest the content of this RFP or the award of a contract resulting from it.

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.”

Protest of RFP Content

Any protest related to the content of this RFP—including its terms, conditions, or specifications—must be submitted in writing to the Procurement Officer no later than 10 calendar days prior to the proposal submission deadline.

Protest of Award

Any protest concerning the award or proposed award of a contract resulting from this RFP must be submitted in writing to the Procurement Officer within 10 calendar days after the Notice of Intent to Award is issued.

Protest Requirements

- Protests must be in writing and include:
- Name, address, and telephone number of the protester
- Signature of the protester or authorized representative
- Identification of the contracting agency and RFP number
- Detailed statement of legal and factual grounds
- Form of relief requested

Protests must be signed and may be submitted by fax or email. The Procurement Officer will issue a written decision within the statutory time limit under AS 36.30.580. 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."

SEC. 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 are listed below. Guides that contain excerpts from the relevant statutes and codes explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

[Application Of Preferences](#)

- 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)
- Alaska Military Skills Program Preference – AS 36.30.321(l)

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.**

SEC. 6.12 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. 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 or Alaska Military Skills Program questions on the form if not claiming the Alaska Veteran or Alaska Military Skills Program Preferences. An offeror's failure to provide the completed form with their proposal will cause the State to disallow the preference.

SEC. 6.13 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000.00, will be applied to the price in the proposal. 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 the completed form with their proposal will cause the State to disallow the preference.

SEC. 6.14 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

An Alaska Military Skills Program Preference of 2%, not to exceed \$5,000.00, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and:

- A. Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- B. has an active partnership with an entity that employs an apprentice through a program described above.

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 Military Skills Program Preference Certification

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

SEC. 6.15 STANDARD CONTRACT PROVISIONS

The Contractor will be required to sign the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached to 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 with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

SEC. 6.16 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.

SEC. 6.17 PROPOSAL AS PART OF THE CONTRACT

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

The scope of work, deliverables, and standard terms outlined in Sec. 3.03 Right of First Negotiation of this RFP may be incorporated into a contract resulting from the ROFN.

SEC. 6.18 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.

SEC. 6.19 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.

SEC. 6.20 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.

SEC. 6.21 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 6.22 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 reject 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.

SEC. 6.23 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.

SEC. 6.24 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this RFP are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, 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 RFP, 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.

SEC. 6.25 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.

SEC. 6.26 SEVERABILITY

If any provision of the contract or agreement are 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.

SEC. 6.27 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 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.

SEC. 6.28 SOLICITATION ADVERTISING

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

SEC. 6.29 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 to the contract price under this clause unless the amount of the adjustment exceeds \$250.00.

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) GIS and Forest Inventory Resources,
- 2) Standard Agreement Form for Professional Services with Appendix A – General Provisions and Appendix B - Liability and Insurance Requirements,
- 3) Certification of Entitlement to the Alaska Bidder Preference,
- 4) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion,
- 5) 28 CFR Part 67-Certification Regarding Drug-Free Workplace Requirements,
- 6) Cost Proposal Form.

ATTACHMENT 1

GIS AND FOREST INVENTORY RESOURCES

To support feasibility evaluations and site assessments, the State of Alaska provides publicly accessible geospatial datasets and forest inventory resources. Offerors are encouraged to utilize these tools to identify candidate sites, assess forest conditions, and evaluate carbon offset potential.

GIS Data and Other Resources

The Alaska Division of Forestry & Fire Protection (DOF) provides publicly available GIS data to help interested parties evaluate state lands for potential carbon offset projects. Resources and datasets include:

- Alaska State Forest Inventories and Other Special Forest Inventories:
<https://forestry.alaska.gov/timber/forestinventories>
- Alaska Statewide Forest Inventory: <https://arcg.is/CL0Li>
- Regional Forest Inventory Datasets: forestrymaps-soa-dnr.hub.arcgis.com/search?q=Inventory
- Alaska Department of Natural Resources' Forestry Resources Viewer:
<https://arcg.is/1quCe51>
- Alaska Forest Health Aerial Survey: <https://data-soa-dnr.opendata.arcgis.com/maps/9bd0adfecdd346f29260eaca00be3e71/about> (2025 survey data available spring 2026)
- Alaska Wildland Fire History: <https://arcg.is/0iO0XC>
- Alaska Public Fuel Treatments: <https://forestrymaps-soa-dnr.hub.arcgis.com/apps/SOA-DNR::soa-public-fuel-treatment-app/about?path=>

Spruce-beetle-impacted area polygons are available through the [Alaska Forest Health Aerial Survey](https://data-soa-dnr.opendata.arcgis.com/maps/9bd0adfecdd346f29260eaca00be3e71/about) provided in the RFI or by clicking on any of these links and using the download feature:

- [Alaska 2024 Forest Health Damage](https://data-soa-dnr.opendata.arcgis.com/maps/9bd0adfecdd346f29260eaca00be3e71/about)
- [Alaska 2023 Forest Health Damage](https://data-soa-dnr.opendata.arcgis.com/maps/9bd0adfecdd346f29260eaca00be3e71/about)
- [Alaska 2022 Forest Health Damage](https://data-soa-dnr.opendata.arcgis.com/maps/9bd0adfecdd346f29260eaca00be3e71/about)
- [Alaska 2021 Forest Health Damage](https://data-soa-dnr.opendata.arcgis.com/maps/9bd0adfecdd346f29260eaca00be3e71/about)
- [Alaska 2020 Forest Health Damage](https://data-soa-dnr.opendata.arcgis.com/maps/9bd0adfecdd346f29260eaca00be3e71/about)
- [Alaska 2019 Forest Health Damage](https://data-soa-dnr.opendata.arcgis.com/maps/9bd0adfecdd346f29260eaca00be3e71/about)
- [Alaska 2018 Forest Health Damage](https://data-soa-dnr.opendata.arcgis.com/maps/9bd0adfecdd346f29260eaca00be3e71/about)
- [Alaska 2017 Forest Health Damage](https://data-soa-dnr.opendata.arcgis.com/maps/9bd0adfecdd346f29260eaca00be3e71/about)
- [Alaska 2016 Forest Health Damage](https://data-soa-dnr.opendata.arcgis.com/maps/9bd0adfecdd346f29260eaca00be3e71/about)
- [Alaska 2015 Forest Health Damage](https://data-soa-dnr.opendata.arcgis.com/maps/9bd0adfecdd346f29260eaca00be3e71/about)

Historical fire perimeter polygons can be accessed by opening the following link in ArcGIS:

- <https://fire.ak.blm.gov/arcgis/rest/services/MapAndFeatureServices/FireHistory/FeatureServer/1>

Geodatabase (GDB) files of historical fire perimeters can also be downloaded at:

- [https://fire.ak.blm.gov/content/maps/aicc/Data%20\(zipped%20filegeodatabases\)/AlaskaFireHistory_PerimeterPolygons_gdb.zip](https://fire.ak.blm.gov/content/maps/aicc/Data%20(zipped%20filegeodatabases)/AlaskaFireHistory_PerimeterPolygons_gdb.zip)

Other helpful resources relating to carbon offset projects, reforestation, biochar feedstock, and biomass burial include:

- Alaska Department of Natural Resources' Carbon Offset Program:
https://dnr.alaska.gov/commis/opmp/carbon_offset/carbon_offset.htm
- Alaska Division of Forestry & Fire Protection's Forest Health Program:
www.forestry.alaska.gov/insects
- Natural Resources Conservation Service's Web Soil Survey:
<https://websoilsurvey.sc.egov.usda.gov/app>

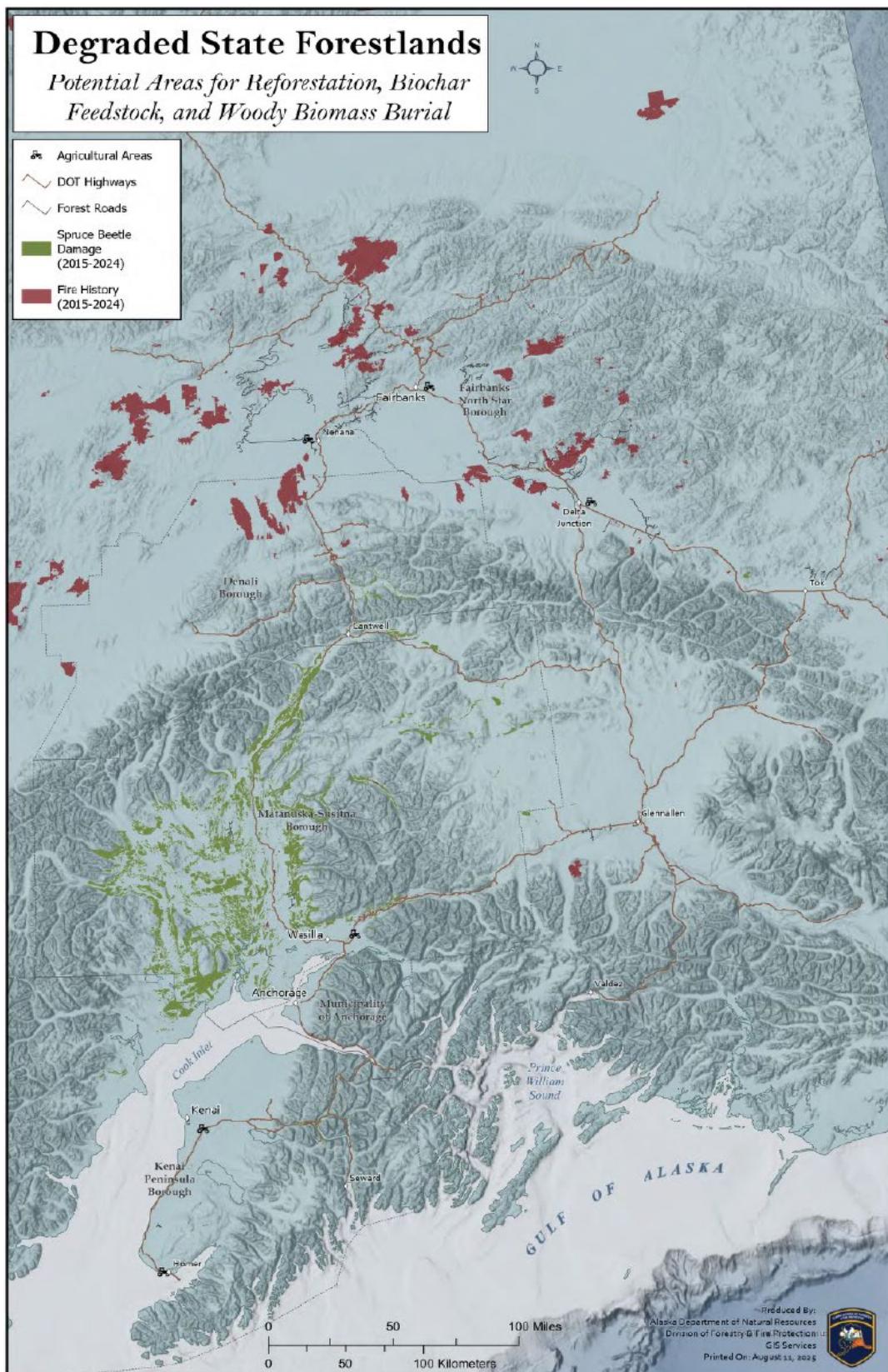
Notes on Availability of Potential Project Sites

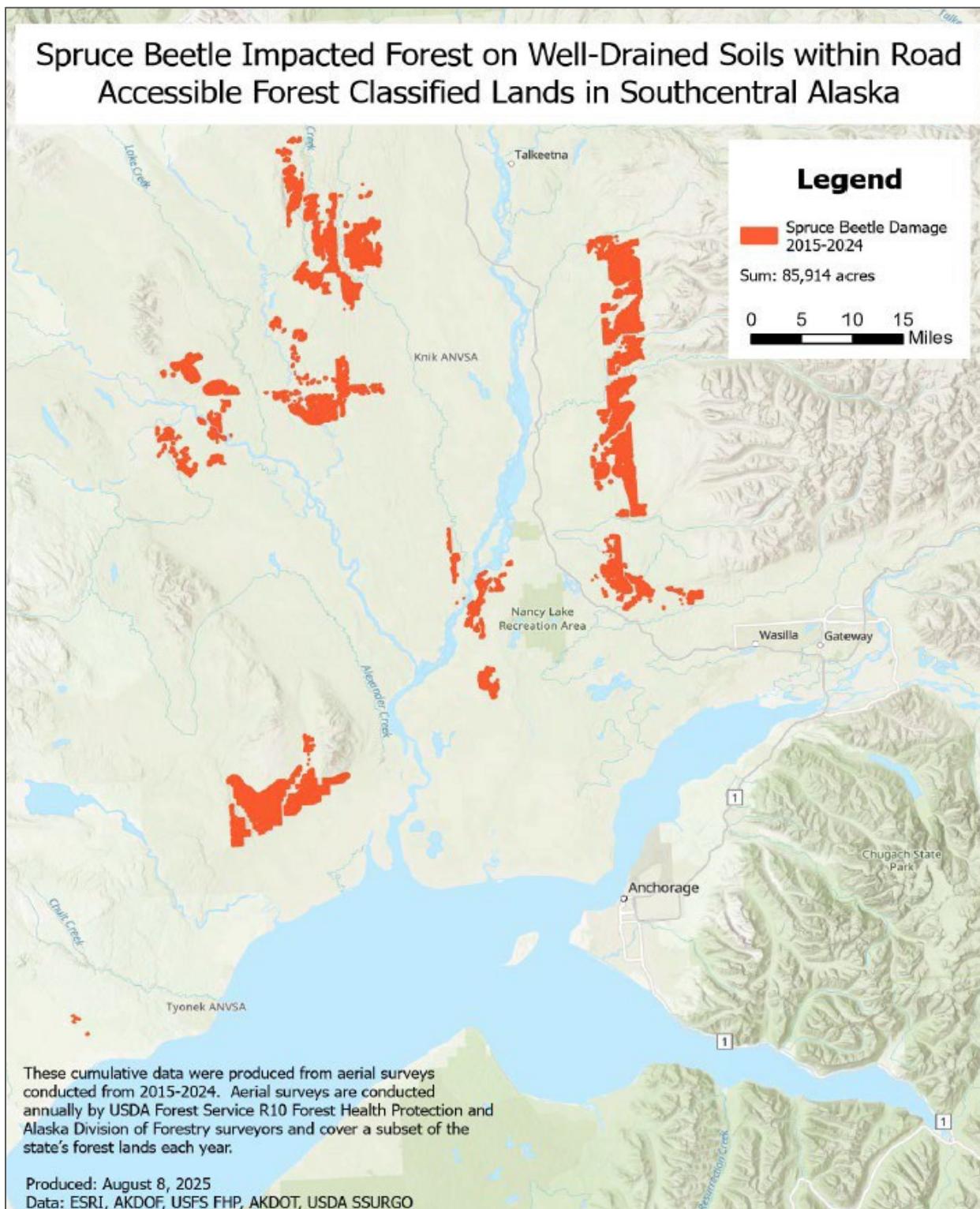
- Most burned areas consist of low-productivity black spruce stands characterized by poor soils and underlying permafrost—conditions generally unsuitable for replanting. However, a small number of burned sites are known to support more favorable growing conditions and have the potential to produce merchantable timber.
- Nearly 86,000 acres of recent beetle-kill stands in well-drained, road-accessible areas have been identified in Southcentral (see Map B on page 43).
- Spruce-beetle-caused tree mortality is significant but patchy and generally non-contiguous across state-owned lands. The interspersion of spruce mortality with other unharmed tree species could complicate site preparation (i.e. scarification) for replanting projects. While areas of beetle-kill may be of sufficient volume for a biochar or biomass burial project, access to and contiguity of those stands may be unsuitable.

Biochar/Woody Biomass Feedstock

- Preliminary estimates indicate that approximately 2.6 million dry tons of accessible standing dead woody biomass are located within ¼ mile of the road system, and about 6.3 million dry tons within 1 mile, across the Matanuska-Susitna Valley, Kenai Peninsula, and Anchorage areas. (Note: These figures encompass all types of land ownership; although other non-state landowners may offer biomass for project feedstock, DNR can only authorize the use of biomass located on state-owned lands or the leasing of state-owned lands for a carbon project.)
- Slash and woody debris from planned hazardous fuel mitigation projects could be an additional source of biochar feedstock or woody biomass. Additional information on these projects can be found at forestry.alaska.gov/fire/fuelmitigation.

Offerors are responsible for verifying the accuracy and applicability of datasets for their proposals. Additional data may be requested from the State as needed.

Map A: Wildfire and Spruce Beetle Impacted State Forestlands

Map B: Spruce Beetle-Impacted State Forestlands

ATTACHMENT 2**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	

This contract is between the State of Alaska,

8. Department of	Division	hereafter the State, and
9. Contractor		hereafter the Contractor

Mailing Address	Street or P.O. Box	City	State	ZIP+4
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10. Article 1. Appendices:

Appendices referred to in this contract and attached to it are considered part of it.

Article 2. Performance of Service:

- 2.1 Appendix A (General Provisions), Articles 1 through 17, governs the performance of services under this contract.
- 2.2 Appendix B sets forth the liability and insurance provisions of this contract.
- 2.3 Appendix C sets forth the services to be performed by the Contractor.

Article 3. Period of Performance:

The period of performance for this contract begins _____, and ends _____.

Article 4. Considerations:

- 4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed \$ _____ in accordance with the provisions of Appendix D.
- 4.2 When billing the State, the Contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of	Attention: Division of
Mailing Address	Attention:

12. CONTRACTOR	14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations 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		
13. CONTRACTING AGENCY		
Department/Division	Signature of Head of Contracting Agency or Designee	Date
Signature of Project Manager		
Typed or Printed Name of Project Manager		
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 ensure 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 ensure 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

- 6.1 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

- 7.1 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

- 8.1 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

- 9.1 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

- 10.1 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.
- 10.2 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.
- 10.3 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

- 11.1 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

- 12.1 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).
- 12.2 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

- 13.1 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:

- 14.1 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.
- 14.2 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:

- 15.1 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:

- 16.1 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.

Article 17. Disclosure of Contract Contents:

- 17.1 Except as otherwise protected by law, this contract and any amendment is a public record subject to disclosure under, for example, the Alaska Public Records Act. The contractor does not assert that any information in the contract is protected under federal or State of Alaska law.

17.2 This contract and any amendment is a public record subject to disclosure under, for example, the Alaska Public Records Act. The contractor asserts that the information redacted in the attached copy of the contract is protected under federal or State of Alaska (State) law. If the nondisclosure of any such information is contested, the contractor will identify each authority that supports each nondisclosure, explain in detail why the authority supports the nondisclosure, provide a detailed affidavit supporting each nondisclosure, and otherwise fully support the State in defending each nondisclosure—e.g., provide briefs—in any court or administrative proceeding. Not doing so constitutes a withdrawal of the assertion that any information is protected and a waiver of any confidentiality; doing so does not obligate the State to protect any information. The State will only notify the contractor of an Alaska Public Records Act or other request for the contract if someone objects to the nondisclosure of the redacted information or the State decides to disclose the information.

APPENDIX B²

INDEMNITY AND INSURANCE

Article 1. 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.

Article 2. Insurance:

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.

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

2.2 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 \$300,000.00 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: Covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000.00 combined single limit per claim.

2.4 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	Minimum Required Limits
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate

ATTACHMENT 3**ALASKA BIDDER PREFERENCE CERTIFICATION FORM****AS 36.30.321 (A) / AS 36.30.990 (2)**

Solicitation Number	
Project Description	
Business Name	
Alaska Business License Number	

A signed copy of this form must be included with your proposal no later than the deadline set for receipt of proposals.

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of the above entity and all information on this form is true and correct to the best of my knowledge.

Printed Name:	
Title:	
Date:	
Signature:	

Alaska Bidder Preference: Do you believe your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veterans Preference: Do you believe your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Military Skills Program Preference: Do you believe your firm qualifies for the Alaska Military Skills Program Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No

To qualify for and claim the **Alaska Bidder Preference** you must answer **YES** to all questions in the Alaska Bidder Preference Question section below:

Alaska Bidder Preference Questions

1	Does your business hold a current Alaska business license per AS 36.30.990(2)(A)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your business submitting a proposal under the name appearing on the Alaska Business license identified above? Per AS 36.30.990 (2)(B)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Has your business 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 per AS 36.30.990 (2)(C)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If the answer to question 3 is **YES**, complete the following:

Physical Place of Business Address	
City	
Zip Code	

“Place of business” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify the Place of Business identified above meets this definition?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Per AS 16.05.415(a) per 2AAC 12.990(b)(7), the offeror, or at least one employee of the offeror must be a resident of the state?

1	Do you certify the offeror, or at least one employee of the offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per AS 16.05.415(a)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Do you certify the resident(s) used to meet this requirement has maintained a domicile in Alaska for the 12 months immediately preceding the deadline set for receipt of proposals per AS 16.05.415(a)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Do you certify the resident(s) used to meet this requirement is only claiming residency in Alaska per AS 16.05.415(a)(3)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Do you certify the resident used to meet this requirement is not obtaining benefits under a claim of residency in another state, territory, or country per AS 16.05.415 (a)(4)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Per AS 36.30.990(2)(D), is your business:

1	Incorporated or qualified to do business under the laws of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes , enter the current Alaska Corporate Entity Number:		

Indicate below how your business is organized:

1	Is your business a Sole Proprietorship and the Proprietor is a resident of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your business a Limited Liability Corporation organized under AS 10.50 and ALL members are residents of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to question 2 above is YES , please identify each member by name:		
3	Is your business a partnership under former AS32.05, AS32.06, or AS32.11 and all partners are residents of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to question 3 above is YES , please identify each partner by name:		

Alaska Veterans Preference Questions:

To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section above.

Per AS36.30.321(F), is your business:

1	A sole proprietorship owned by an Alaska veteran?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	A partnership under AS32.06 or AS32.11 and a majority of the members are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	A limited liability company organized under AS10.50 and a majority of the members are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	A corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Per AS36.30.321(F)(3), an “Alaska veteran” is defined as an individual who:

- A. Served in the:
 - a. Armed forces of the United States, including a reserve unit of the United States armed forces; or
 - b. Alaska Territorial Guard, The Alaska Army National Guard, the Alaska Air Nations Guards, or the Alaska Naval Militia; and,
- B. Was separated from services under a condition that was not dishonorable.

4	Do you certify the individual(s) indicated in items 1-4 above meet this definition and can provide documentation of their service and discharge if necessary?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Alaska Military Skills Program Preference Questions

To qualify for and claim the Alaska Military Skills Program Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Bidder Preference section above.

Per 36.30.321(l), does your business:

1	Employ at least one person who is enrolled in, or within the past two years, graduated from, a United States Department of Defense SkillBridge or United States Army career skills program that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Have an active partnership with an entity that employs an apprentice through a program described in item 1 above?	<input type="checkbox"/> Yes <input type="checkbox"/> No

ATTACHMENT 4**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 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 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 5**28 CFR PART 67-CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

This certification is required by the regulations that the grantee certifies that it will or will continue to provide a drug-free workplace by.

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place of Performance (Street address, city, county, state, zip code)

Check _____ if there are workplaces on file that are not identified here.

Print Name and Title of Authorized Representative

Signature

Date

ATTACHMENT 6

COST PROPOSAL FORM

Offerors must be aware this is a Request for Proposal process. Cost 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 **Section 5**.

Offerors are to submit their cost using this Cost Proposal Form. Costs offered are to remain firm for the duration of the contract and include, but are not limited to, total labor hours by role and hourly rate, direct expenses, payroll, supplies, overhead allocated to each team member, percentage of time devoted to the project, and profit. Failure to complete and submit this Cost Proposal form may result in disqualification of the offer as being non-responsive. **The Average Hourly Rate shown on this form in table “3. Total – For Evaluation Purposes Only” is the cost that will be used for evaluation and award.**

Costs offered are not exclusive to future as-needed feasibility evaluation services for ARR Carbon Offset Projects. Future as-needed services will be awarded through Delivery Orders, based on the approved cost submitted by the Contractor.

The State does not guarantee a minimum or maximum number of services to be provided or dollar amount to be spent under any contract resulting from this RFP.

1. Year 1 – Approximately April 01, 2026 – March 31, 2027

ITEM	DESCRIPTION	Enter Hourly Rate
1.	Position #1 (Enter Title):	\$_____
2.	Position #2 (Enter Title):	\$_____
3.	Position #3 (Enter Title):	\$_____
4.	Position #4 (Enter Title):	\$_____
5.	Position #5 (Enter Title):	\$_____
6.	Position #6 (Enter Title):	\$_____
7.	Position #7 (Enter Title):	\$_____
8.	Position #8 (Enter Title):	\$_____
9.	Position #9 (Enter Title):	\$_____
10.	Position #10 (Enter Title):	\$_____
11.	Total Hourly Rates in Items (1) through (10) above for each Position entered:	\$_____
12.	Total number of personnel in Items (1) through (10) above for which both a position title and hourly rate were entered:	(Enter Number of Positions) _____
13.	Divide Total Hourly Rate in Item (11) by the Number of Positions in Item (12) to calculate the Average Hourly Rate:	\$_____

2. Year 2 – April 01, 2027 – March 31, 2028

ITEM	DESCRIPTION	Enter Hourly Rate
1.	Position #1 (Enter Title):	\$_____
2.	Position #2 (Enter Title):	\$_____
3.	Position #3 (Enter Title):	\$_____
4.	Position #4 (Enter Title):	\$_____
5.	Position #5 (Enter Title):	\$_____
6.	Position #6 (Enter Title):	\$_____
7.	Position #7 (Enter Title):	\$_____
8.	Position #8 (Enter Title):	\$_____
9.	Position #9 (Enter Title):	\$_____
10.	Position #10 (Enter Title):	\$_____
11.	Total Hourly Rates in Items (1) through (10) above for each Position entered:	\$_____
12.	Total number of personnel in Items (1) through (10) above for which both a position title and hourly rate were entered:	(Enter Number of Positions) _____
13.	Divide Total Hourly Rate in Item (11) by the Number of Positions in Item (12) to calculate the Average Hourly Rate:	\$_____

3. TOTAL – For Evaluation Purposes Only

ITEM	DESCRIPTION	Enter Total Hourly Rate
1.	Add Item Lines 13 from Years 1 and 2:	\$ _____

4. OFFEROR CERTIFICATION:

Company Name:
Authorized Representative's Printed Name:
Authorized Representative's Signature:
Date Cost Proposal Signed:

END OF COST PROPOSAL FORM