



STATE OF ALASKA

Department of Natural Resources

Request for Proposal

RFP 10 180000026 - 1

TITLE:

Dry Sonic Drilling Services for TLO at Icy Cape, Alaska

PURPOSE:

The Department of Natural Resources, Trust Land Office, is soliciting competitive proposals for 8 Inch Dry Sonic drilling services at Icy Cape, Alaska, as specified within this RFP.

Important Notice: If you receive this solicitation from the State's Online Public Notice website or IRIS Vendor Self Service portal, you must register with the DNR Procurement Section to receive subsequent amendments. Registration must be in writing and may be made via email to dnr.ssd.procurement@alaska.gov or fax to 907-269-8909. Failure to register with the DNR Procurement Section may result in rejection of your offer.

ADA: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the DNR Procurement Section via email to dnr.ssd.procurement@alaska.gov, fax to 907-269-8909, telephone at 907-269-8666 or 269-8687, or TDD at 907-269-8411 not later than 10 calendar days prior to the bid closing date to make necessary arrangements.

Date of Issue: November 14, 2017

Deadline for Receipt of Proposals: December 07, 2017 14:00:00

Important Notice: If you received this solicitation from the State of Alaska's "Vendor Self-Service" web site, you must register with the procurement officer to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

PROCUREMENT OFFICER: James Sonnier
TELEPHONE NUMBER: (907)269-8687
EMAIL: jim.sonnier@alaska.gov

BID RECEIVING LOCATION:
Support Services ANC Admin
Suite 1230
550 W. 7th Ave.
Anchorage, AK 99501-3564

PREFERENCES

Does your business qualify for the Alaska bidder preference?

☐ Yes ☐ No

Does your business qualify for the Alaska veteran preference?

☐ Yes ☐ No

PROPOSAL SCHEDULE

Event Date	Event Description
11/24/17	Questions Due
12/07/17	Solicitation Closing Date/Time

LINE ITEMS

Line No.	Description	Quantity	Unit	Unit Cost
1	Dry Sonic Drilling Services for TLO at Icy Cape, Alaska			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
01/01/18	12/31/18			

Extended Description:

Dry Sonic Drilling Services for Trust Land Office at Icy Cape, Alaska as specified within this RFP.

DO NOT ENTER COST ON THIS LINE. ENTER COST ONLY ON THE COST PROPOSAL ATTACHED TO THIS RFP.

EVALUATION CRITERIA

<i>The following criteria will be used when determining the award of this solicitation</i>			
Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)
1	Cost	40	
2	Experience	15	
3	Methodology	25	
4	Management Plan	10	
7	AK Offeror Pref	10	

Terms and Conditions

No.	Name	Section
004	Request for Proposals	

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RFP NO. 180000026

DRY SONIC DRILLING SERVICES FOR TLO AT ICY CAPE, ALASKA

1. INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

The Department of Natural Resources (DNR), Trust Land Office (TLO), is soliciting proposals for Dry Sonic Drilling at Icy Cape, Alaska for the 2018 field season with the option to renew the contract for two additional years at the sole discretion of the State. A more detailed description including the Scope of Work can be found in Section 3 of this RFP.

1.02 Budget

Department of Natural Resources, Trust Land Office, estimates a budget of between \$580,000 and \$650,000 dollars for the initial contract year for completion of this project. Proposals priced at more than \$650,000 may be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

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

1.03 Deadline for Receipt of Proposals

Proposals must be received by the DNR Procurement Section no later than the prevailing Alaska Time on the date shown on page one of this RFP as the Deadline for Receipt of Proposals.

Emailed proposals are acceptable but not encouraged.

Faxed, oral or proposals submitted through the IRIS Vendor Self Service (VSS) portal are not acceptable.

1.04 Prior Experience

For offers to be considered responsive offerors must clearly show within their proposal a minimum of five years of experience providing dry sonic drilling. An offeror's failure to meet these minimum prior experience requirements may cause their proposal to be considered non-responsive and their proposal may be rejected.

1.05 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable

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material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

1.06 Questions Prior to Deadline for Receipt of Proposals

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

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

Procurement Officer: Jim Sonnier – PHONE 907-269-8687 - FAX 907-269-8909 - TDD 907-269-8411 – Email dnr.ssd.procurement@alaska.gov.

1.07 Return Instructions

If using the U.S. mail, a delivery service, or delivering in person offerors must submit one signed original and three hard copies of their Technical Proposal and one hardcopy of their Cost Proposal, in writing, to the procurement officer in a sealed package. The Cost Proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package must be addressed as follows:

Department of Natural Resources
Support Services Division
Procurement Section
Attention: Jim Sonnier
Request for Proposal (RFP) Number: 180000026
RFP Title: Dry Sonic Drilling Services for TLO at Icy Cape, Alaska
550 W. 7th Avenue, Suite 1230
Anchorage, Alaska 99501

The sealed proposal package must be received within the DNR Procurement Office prior to the Deadline for Receipt of Responses. Late proposals will be considered non-responsive and will not be accepted or opened by the DNR Procurement Office.

If submitting a proposal via email the technical proposal and cost proposal must be saved as separate PDF documents and emailed to dnr.ssd.procurement@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost

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Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line. The maximum size of a single email (including all text and attachments) that can be received by the state is **20mb** (megabytes). If the email containing the proposal exceeds this size the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. Please send only one copy of the technical and cost proposal if submitting a proposal via email. It is the offeror's responsibility to contact the issuing agency at 907-269-8687 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments or for delays in transmission between the sender's location and DNR Procurement. Also, DNR Procurement will not accept emailed proposals in a modifiable file format, i.e., MS Word, etc. Emailed proposals must be received in their entirety by the DNR Procurement Section prior to the Deadline for Responses. Late proposals will be considered non-responsive and will be rejected.

A proposal that is not received in its entirety by the DNR Procurement Section prior to the Deadline for Receipt of Responses will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

1.08 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;
- [g] that the offers will remain open and valid for at least 90 days; and
- [h] that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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If any offeror fails to comply with [a] through [h] 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 Commissioner of the Department of Natural Resources reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

(e) Federal Requirements

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

(f) Bid Bond - Performance Bond - Surety Deposit – Not required for this RFP.

(g) Enrollment in IRIS

Offerors will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this RFP. Enrollment can be done online at the following link: <http://doa.alaska.gov/dof/iris/vendor.html>.

Offerors who are not enrolled prior to award of a contract will be notified by DNR Procurement. Failure of an offeror to enroll in the IRIS database will delay award of the contract.

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 ten days prior to the deadline for receipt of proposals.

1.10 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals

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will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

1.11 Amendments to the RFP

If an amendment is issued it will be provided to all who were provided with a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice or IRIS Vendor Self Service web site.

1.12 RFP Schedule

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

- a. Issue RFP November 14, 2017,
- b. Deadline for Receipt of Proposals December 7, 2017,
- c. Proposal Evaluation Committee complete evaluation by December 13, 2017,
- d. State of Alaska issues Notice of Intent to Award a Contract December 14, 2017,
- e. State of Alaska issues contract December 27, 2017,
- f. Contract start January 1, 2018,
- g. Initial Contract ending December 31, 2018,
- h. Contract Expiration (if renewal options are exercised) December 31, 2020.

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee. Upon written notice to the contractor the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

1.13 Pre-proposal Conference

There will be NO pre-proposal conference held for this RFP.

1.14 Alternate Proposals

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

1.15 News Releases

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

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Manager.

2. BACKGROUND INFORMATION

2.01 Background Information about the Trust

The Alaska Mental Health Trust (Trust) was created by Congress before statehood as a land trust from which income would be used to fund mental health services. The state breached its trust duty by mismanaging the land. The settlement of the resulting Mental Health Lands Trust lawsuit in 1994 created a Trust Authority consisting of seven trustees. The Trust was reconstituted with \$200 million and nearly 1,000,000 acres of land. The Trust contracts with the Alaska Permanent Fund Corporation to manage its cash assets and the Trust Land Office (TLO) in the Department of Natural Resources to manage the land and other non-cash assets. The Trust's beneficiaries include Alaskans who are:

- People with mental illness.
- People with developmental disabilities.
- People with chronic alcoholism and other substance related disorders.
- People with Alzheimer's disease and related dementia, including people who have experienced a traumatic brain injury resulting in a permanent disabling condition.

The TLO is specifically responsible for managing the one million acres of land and other natural resources owned by The Trust. The TLO generates revenue by leasing and sales of land; real estate investment and development; commercial timber sales; mineral exploration and production; coal, oil and gas exploration and development; and sand, gravel and rock sales.

In addition to revenue generation, the TLO is charged with managing Trust lands prudently, efficiently and with accountability to the Trust and its beneficiaries. The TLO carries out its stewardship role by managing and protecting the inherent value of the Trust's real property portfolio for today's development opportunities and into perpetuity. This is done by timber sales, selling land through competitive programs, and leasing land and buildings to generate revenues. Preservation responsibilities include evaluating and monitoring a long-term asset management strategy, restoration or reclamation projects, conservation easements and trespass/access controls.

The trustees are charged with overseeing the management of Trust assets as well as developing a long-term integrated mental health system to serve our beneficiaries. It is important that all Proposers understand the Trust's role in the public eye, and that all activities of the Trust and TLO are subject to heightened scrutiny because of the millions of dollars spent by the trustees every year and the highly visible non-cash asset portfolio.

2.02 Background Information about the Project

The Icy Cape land block is located in the Gulf of Alaska near Icy Bay about 75 miles northwest of Yakutat, Alaska. Land and resources are owned by the Alaska Mental Health Trust Authority

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(Trust) and managed by the TLO. The area is remote; is accessible only by boat, airplane, or helicopter; and has a poorly developed and non-maintained road infrastructure created by past timber logging operations.

In July 2017 the TLO drilled over 7,000 feet of 8-inch diameter sonic core in the eastern part of the property. Drilling in 2018 will continue in the eastern part but will also concentrate on the western part of the property. Longer commutes of approximately 1 hour on brushed roads and trails are to be expected. River crossings will also have to be undertaken.

There is no community in Icy Bay; no grocery stores or gas stations; in short, there are no amenities. Every item required for this project will be transported to the project site by air or barge including drinking water, gasoline, diesel fuel, food, nails, etc. If the items are not flown or barged in the necessary items to complete the project will not be on hand.

The TLO will provide one round-trip transport for the drilling contractor's drill-rig, support/supply vehicle, and all gear from Ketchikan, Alaska to Icy Cape, Alaska. TLO will also provide transportation to Icy Cape from Yakutat for contractor's staff via charter flight. Transport dates and other information will be provided in Section Three, Scope of Work.

3. SCOPE OF WORK AND CONTRACT INFORMATION

3.01 Scope of Work

a. Requirements.

The Department of Natural Resources, Trust Land Office (TLO), is soliciting proposals for 8-Inch Dry Sonic (waterless) drilling for our project located in Icy Cape, Alaska. This project requires two powerful track-mounted drill rigs capable of high-rate drilling by use of an 8-inch sonic core barrel and 9-inch override casing for continuous samples. Our goal is to collect up to 11,000 feet of continuous samples in the 2018 field season.

The TLO will have staff at the site for the duration of this project as well as intermittent industry visitors or other contractors providing heavy mineral exploration expertise and assistance. A temporary, seasonal personnel camp will be established at a site previously used by TLO staff and will include a kitchen facility as well as bathing area and restrooms.

b. Tasks.

The TLO will set up a teleconference with the successful Contractor to be held after contract award but before the start of the field season.

Stratigraphic framework and resource assessment drilling will be conducted in June and July of 2018.

Drilling is expected to begin on June 15, 2018.

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Drilling is expected to occur over a 42-day period with one work-shift (day shift) per 24-hour period. One hundred fifty feet (150 ft.) of drilling per shift per drill rig is expected.

Drilling will occur mostly in sandy material but also in gravelly material and clay layers. Drilling conditions are challenging, especially drilling through finer grained very abrasive sand and clay layers.

Access to some of the drilling sites will require river crossings. Track mounted drill rigs and support vehicles including box and pick up trucks, must be able to perform crossings in braided river systems with individual channels as wide as 100 feet. The water depth will vary depending on rainfall but average depth will be 1 to 1 ½ feet. In general the river beds are gravel and easy to travel over.

On-site drilling experience in drilling abrasive sands and familiarity with ground conditions is preferred. Sonic drilling experience in garnet-epidote containing mineral sands is required. Offerors must outline their experience in these areas within their Technical Proposal.

Drill hole(s) will average 70 feet to 100 feet in depth with maximum depth of 300 feet in the eastern portion of the property. Drill hole(s) will average 40 feet in depth with a maximum of 80 feet in the western part of the property.

Contractor will provide plastic sleeves for sampling; approximately 36-inches in length and labeling each with depth and boring numbers.

Contractor will plug all drill holes with material provided by TLO.

Contractor must have drill rig, support vehicles, etc. and all gear in Ketchikan, Alaska no later than June 1, 2018 in order to guarantee transportation on the TLO chartered barge to Icy Cape. Delivery of drill rig, support vehicles, etc. and all gear is expected to occur in between June 5 and June 10, 2018.

Contractor staff to arrive in Yakutat no earlier than June 12th for transport to Icy Cape on June 13th. Drilling is to begin on June 15th. Information on departure of Contractor staff from Icy Cape to Yakutat will be provided to the contractor when it is known by TLO.

A second chartered barge will pick-up the drill rig, support vehicles, and gear from Icy Cape around August 5, 2018 and transport back to Ketchikan, arriving around August 10, 2018.

The cost of one-round trip barge transport for the contractor's equipment and supplies from Ketchikan, Alaska to Icy Bay, Alaska, and for one round-trip air transport of contractor's staff from Yakutat, Alaska, to Icy Cape, will be provided by the Trust Land Office.

Room and board will be provided by the TLO at the project site in Icy Cape, Alaska.

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Contractor will be responsible for round trip travel, meals, and lodging between their home location and Yakutat, Alaska.

Contractor will also be responsible for round trip transportation of their drilling equipment and supplies from their home base to Ketchikan, Alaska.

c. Critical Technical Performance Criteria.

- 1) Work must be completed by the end of July, 2018.
- 2) 8-inch diameter sonic core, dry drilling (waterless) method only. Offers of other drilling methods will be considered non-responsive and will be rejected by the State.
- 3) Perform one day shift per drill rig per 24-hour period (day shift only). The offeror must identify within their Technical Proposal the length and reason for any mandatory breaks required during the shift and during the timeframe they will be at Icy Cape.
4. Drillers must have a minimum of three (3) years' experience with 8-inch sonic core drilling using the dry (waterless) method. Offeror must outline within their Technical Proposal the number of drillers and the experience level for each driller they intend to provide if awarded a contract.
5. Drill technicians must have a minimum of one-year experience with sonic core dry drilling methodology. Offeror must outline within their Technical Proposal the number of drill technicians and the experience level for each drill technician they intend to provide if awarded a contract.
6. Equipment:
 - a. Rig #1: Minimum LS 600 **or** state-approved equivalent, track-mounted sonic drill rig and track-mounted support/supply vehicle.
 - b. Rig #2: LS 600 preferred but must be a minimum LS 250 **or** state-approved equivalent, track-mounted sonic drill rig and track-mounted support/supply vehicle.
 - c. Offeror must include information on the equipment to be provided within their Technical Proposal.
7. Drill rig cannot be older than three (3) years unless it has been rebuilt and has the appropriate documentation. Offeror must provide information on the age of the equipment and, if rebuilt, appropriate documentation outlining what was rebuilt and when, within their Technical Proposal.
8. Offeror must provide adequate supplies of tools, drill bits, casing, belts, hoses, fluids, etc. required to complete the project. The TLO will provide fuel however the offeror will be

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responsible for providing all other fluids, equipment, materials, and supplies required for operation of their equipment. Offerors must identify within their Technical Proposal the anticipated requirements needed to complete the project.

9. Offeror must specify within their Technical Proposal their sonic drilling experience in garnet-epidote containing mineral sands.

10. Offeror must specify within their Technical Proposal any contractor staff that will be required to escort their equipment from the contractor's location to and from Ketchikan and by barge from Ketchikan to and from Icy Cape.

d. Responsibilities/Requirements.

1. Room and board will be provided by TLO at the project site (Icy Cape, Alaska).

2. The Contractor will be responsible for providing travel, lodging, and meals from their home location to Yakutat, Alaska, and for any layovers enroute to or in Yakutat prior to boarding the TLO chartered flight to Icy Cape. Contractor staff are expected to arrive in Yakutat no earlier than June 12th for departure to Icy Cape on June 13th. Travel costs are to be included in the cost for mobilization and demobilization for contractor personnel to and from Yakutat from their home location shown on the Cost Proposal. Technical Proposals must include information on travel requirements for contractor staff.

3. Fuel will be provided by TLO at the project site. Technical Proposals must include estimates of all fuel requirements, to include but not limited to, types of fuel required to operate the equipment and fuel consumption for the equipment based on a 12 hour operation for 42 days.

4. Fuel required to operate the contractor's equipment during mobilization to and demobilization from Ketchikan, Alaska must be included in the mobilization and demobilization costs for equipment offered for this project.

5. Drillers will report to the TLO Project Manager, or his designee, after each shift.

6. The TLO Project Manager will sign driller's daily log sheets.

7. The TLO is responsible for access to drill sites and clearing and preparation of drill pads.

8. The Contractor will use reasonable commercial efforts to provide required drilling services. The Contractor will not be responsible for any performance impaired by abnormal or undisclosed adverse geological conditions of which the contractor could not have reasonably been expected to be aware of prior to the contract start date.

9. Contractor staff must be prepared to stay at Icy Cape for the entire field season, including any extensions to the drilling period. For 2018 this is expected to be approximately June 13, 2018 through approximately August 15, 2018. Return travel of staff from Icy Cape to the

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Contractor's home base for emergency or medical reasons may be paid by the TLO at the discretion of the TLO Project Manager. Return travel of staff from Icy Cape to the Contractor's home base for disciplinary or other reasons will be at the Contractor's sole expense.

e. Other Provisions.

1. Contractor Personnel. The State is authorized to restrict the employment under the contract of any Contractor employee or prospective Contractor employee who is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the State. This includes being able to immediately have the Contractor remove and replace a Contractor employee at the Contractor's sole expense who is or appears to be under the influence of drugs or alcohol, has or appears to have a communicable disease, is or appears to be belligerent or insubordinate, or whose continued presence is deemed contrary to the public or State's best interest. Contractor employees removed at the direction of the State may only be allowed back on the premises at the sole discretion of the State.

2. Non-Operating Costs.

The State will pay an hourly rate for any site-specific training. The State will not pay for driller or technician certification training or any other training that may take place during the time the contractor's staff are enroute to or at the contract site. Contractor's staff are expected to be fully trained in the equipment they will be using for this project prior to arrival at Yakutat.

The State will pay a daily rate for periods the equipment is not operating due to weather or other unforeseen natural events (earthquake, etc.), or for stoppages required to refuel, replenish fluids (oil, hydraulic fluid, etc.), or replace clogged air or other filters or drill bits required for routine operation of the equipment. The State will not pay a daily or other rate for any period the equipment is non-operational due to equipment breakdowns or for other such reasons.

Final determination on whether or not a non-operating cost will be paid will rest solely with the TLO Project Manager.

3.02 Contract Term and Work Schedule

The length of the contract will be from date of award or January 1, 2018, whichever is later, through December 31, 2018. There will be two, one-year, renewal options for this contract, which are to be exercised at the sole discretion of the State.

The 2018 Field Season for drilling services will start upon arrival of the contractor's equipment in Ketchikan by June 1, 2018 and end upon return of the contractor's equipment to Ketchikan on or about August 10, 2018.

Contractor staff not required to escort drilling equipment to Icy Cape from Ketchikan will arrive in Yakutat by June 12, 2018 for a contracted flight to Icy Cape on June 13, 2018. Information on departure of contractor staff not required to escort drilling equipment from Icy Cape to Ketchikan

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will be provided when it is known by the TLO.

The 42-day drilling period is expected to begin approximately June 15, 2018 and end approximately July 26, 2018.

Information on Contractor equipment and personnel arrival dates, locations, and drilling periods for the 2019 and 2020 Field Seasons will be provided to the contractor by the TLO no later than 90 days prior to the start of the Field Season. Extensions for these field seasons will be handled as shown in this RFP.

Drilling Period Extensions. The TLO Project Manager may at his sole discretion and with prior coordination with the DNR Procurement Officer extend the 42 day drilling period on a day-to-day basis for a period not to exceed 30 calendar days. Any extensions will be coordinated with the contractor at least 72 hours in advance of the start of the extension period. Extensions will be paid at the agreed to drilling cost per day in the accepted proposal.

The TLO Project Manager may at his sole discretion and with prior coordination with the DNR Procurement Officer require additional drilling(s) beyond that anticipated by this RFP. Additional drilling(s) will be coordinated with the contractor and will be paid at the agreed to cost per shift shown in the accepted proposal.

The approximate contract schedule is as follows:

1. Contract Start: January 1, 2018;
2. 2018 Field Season Start: June 1, 2018;
3. 2018 Drilling Period Begin: June 15, 2018;
4. 2018 Drilling Period Ends: July 26, 2018;
5. 2018 Field Season Ends: August 10, 2018;
6. Initial Contract Ends: December 31, 2018;
7. If exercised, contract renewal periods will end December 31, 2020.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over 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) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

3.03 Deliverables

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The contractor will be required to provide the following deliverables:

1. Approximately 11,000 feet of continuous core samples;
2. Each sample provided in plastic sampling sleeves, approximately 36 inches in length, labeled with depth and boring numbers;
3. Each drill hole must be plugged and a count completed; and
4. Complete Daily Log sheets and have them signed by the Project Manager.

3.04 Contract Type and Contract Price Adjustments

Contract costs for the initial contract year will only be paid at the rates agreed to in the accepted proposal and will remain firm through December 31, 2018. Price adjustments thereafter will be as follows:

Contractors must request a Consumer Price Index (CPI) price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the State receives their written request.

Price adjustments will apply to all contract costs and will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Anchorage Area.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average January through June of 2017 and each January through June six month average thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

The CPI for the January through June, 2017 six-month period is **218.616**.

3.05 Proposed Payment Procedures

The state will make payments as follows: mobilization costs upon completion of mobilization of equipment to Icy Cape; drilling services provided during the months of June and July; and demobilization costs upon completion of demobilization of equipment in August. Each billing must consist of an invoice and progress report. Invoices are to be sent to the agency shown on the State's contract. No payment will be made until the progress report and invoice has been approved by the TLO Project Manager. All payments will be NET 30 days. Late payments will be made per the requirements of Alaska Statute 37.05.285 and Alaska Administrative Manual (AAM) 35.120. A copy of AAM 35 can be accessed at the following link:

<http://doa.alaska.gov/dof/manuals/aam/index.html>.

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3.06 Prompt Payment for State Purchases

The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

3.07 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

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

3.08 Location of Work

The location(s) the work is to be performed, completed and managed is Icy Cape, Alaska, which is located in the Gulf of Alaska near Icy Bay, approximately 75 miles northwest of Yakutat, Alaska.

Unless specified within this RFP the state WILL NOT provide workspace for the contractor. The contractor must provide its own workspace.

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

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

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

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

3.09 Subcontractors

Subcontractors will not be allowed.

3.10 Joint Ventures

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Joint ventures will not be allowed.

3.11 Right to Inspect Place of Business

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

3.12 Contract Personnel

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

3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the 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 may instruct the contractor to make corrections or modifications if needed to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

3.14 Liquidated Damages

The state will include liquidated damages in this contract to assure its timely completion. The amount of actual damages will be difficult to determine. The rate of liquidated damages will be based upon an estimated 10% of the contract cost for a maximum of 7 calendar days. For example, if 10% of the estimated contract cost is \$5,000 the maximum rate will be capped at \$35,000.00.

If the contractor fails to meet the deadline for delivering drilling equipment by June 1, 2018 to Ketchikan, Alaska, or by the date specified by the TLO for subsequent contract years, the state will begin to collect liquidated damages on that date and will continue to collect them until the equipment is delivered to Icy Cape or the 7 day maximum amount is reached, whichever occurs first.

If the contractor fails to make the deadline for the scheduled charter barge to Icy Cape from Ketchikan it is the contractor's responsibility to make arrangements for mobilizing the equipment to Icy Cape at the contractor's sole expense.

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3.15 Contract Changes - Unanticipated Amendments

During the course of this contract the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

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

3.16 Nondisclosure and Confidentiality

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

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing 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

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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.

3.17 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be set out in the offeror's proposal.

3.18 Termination for Default

If the project manager 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 of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached to this RFP.

4. PROPOSAL FORMAT AND CONTENT

4.01. Proposal Format and Content

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.

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Offerors should carefully review this RFP and include all required information in their technical and cost proposals. Evaluation criteria for each section can be found in Section Five of this RFP.

4.02 Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, email 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.

Proposals must include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest as required by paragraph 1.08(d) of this RFP.

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.

DO NOT include cost in this section. Cost is to be included only in the Cost Proposal submitted in response to this RFP.

4.03 Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the purpose and scope of the project, the deliverables the State expects it to provide, and the project's time schedule.

DO NOT include cost in this section. Cost is to be included only in the Cost Proposal submitted in response to this RFP.

4.04 Methodology Used for the Project

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule. The following areas should be addressed within this section: information on the proposed rig; a description of the proposer's practical experience working in environments similar to that of the project area; the work plan and technical requirements the offeror expects to employ within the established timeframe to include site-specific training and number of drillers and drill technicians; unanticipated changes such as having to drill additional footage or extension of the expected 42 day drilling period; and safety.

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Offerors should carefully review Section Three of this RFP to ensure they provide all required information.

DO NOT include cost in this section. Cost is to be included only in the Cost Proposal submitted in response to this RFP.

4.05 Management Plan for the Project

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule. Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

The following areas should be addressed within this section: logical approach to achieving the deliverables; clear and complete accountability and organization of the project team; pertinent issues, potential problems, and possible solutions to the problems; lines of authority and communication, particularly as it applies to contact with the TLO staff; equipment and spare parts availability and the ability to perform field repairs in a remote location; and ability to accommodate change at the worksite or additional but similar work if added to the scope.

Offerors should carefully review Section Three of this RFP to ensure they provide all required information.

DO NOT include cost in this section. Cost is to be included only in the Cost Proposal submitted in response to this RFP.

4.06 Experience and Qualifications

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

- (a) title, and a
- (b) short resume, with information only relevant to the project, including minimum experience requirements listed within this RFP.

Offeror should address previous contracts of a similar nature and whether or not the projects were completed on time and within budget.

Offerors must provide reference names, current email addresses, and current phone numbers for similar projects the offeror's firm has completed. References may be listed as a separate page within the RFP or may be in the form of letters of reference.

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DO NOT include cost in this section. Cost is to be included only in the Cost Proposal submitted in response to this RFP.

4.07 Cost Proposal

Offeror must submit the Cost Proposal attached to this RFP within their proposal package. Cost Proposal must include all direct and indirect costs associated with providing required services, to include but not limited to:

1. Mobilization and Demobilization costs for contractor's equipment and staff, to include travel to and from Yakutat and equipment delivery to and from Ketchikan;
2. Stand-by cost for equipment during periods of non-usage caused by factors such as weather; and
3. Operating and Non-Operating costs to provide required services including but not limited to: site-specific training; drill daily equipment rate (based on a production rate of 200 feet per shift); sonic drilling cost per foot; daily staff costs; cost for spare parts, equipment, and accessories; and all other costs required to provide required services.

4.08 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.

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.

5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

5.01 Methodology Used for the Project (25%)

Proposals will be evaluated against the questions set out below:

- a. How comprehensive is the methodology/work plan and does it depict a logical approach to fulfilling the requirements of the RFP?
- b. Is the proposed drill-rig the appropriate rig for 8-inch diameter dry core and how well does the method meet the requirements of this RFP?
- c. How extensive is the proposer's practical experience with drilling 8-Inch diameter dry core?

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d. How well does the work plan and technical requirements submitted match and achieve the objectives set out in the RFP?

e. How well does the methodology/work plan interface with the time schedule presented in the RFP?

f. How well does the proposal address unanticipated changes such as drilling additional footage or having to extend the expected 42-day drilling period?

g. How well does the work plan address safety? Does the offeror demonstrate a commitment to job safety?

5.02 Management Plan for the Project (10%)

Proposals will be evaluated against the questions set out below:

a. How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

b. How well is accountability completely and clearly defined? Is the organization of the project team clear?

c. How well has the offeror identified pertinent issues, potential problems and their solutions related to this project?

d. How well does the management plan illustrate the lines of authority and communication?

e. To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

f. Does it appear that the offeror can meet the schedule set out in the RFP?

g. Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

h. To what extent has the offeror provided information about back-up equipment, parts and the ability to perform field repairs in a remote location?

i. Does the offeror demonstrate an ability to accommodate change at the work site or additional, but similar work if added to the scope?

5.03 Experience and Qualifications (15%)

Proposals will be evaluated against the questions set out below:

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- a. Do the individuals assigned to the project have experience on similar projects?
- b. Does the contractor have experience in drilling garnet-epidote abrasive sands?
- c. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- d. How extensive is the applicable experience of the personnel designated to work on the project?
- e. How well has the firm demonstrated experience in completing similar projects on time and within budget?
- f. Has the firm provided references or letters of reference from previous clients?

5.04 Contract Cost (40%)

To avoid the appearance of price influencing scoring, Cost will be scored only by the Procurement Officer.

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 6.15.

5.05 Alaska Offeror Preference (10%)

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 available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

6. GENERAL PROCESS INFORMATION

6.01 Informal Debriefing

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

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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 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:

- a. copy of an Alaska business license;
- b. certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- c. a canceled check for the Alaska business license fee;
- d. a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- e. 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:

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

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

6.03 Site Inspection

The state may conduct on-site visits to evaluate the 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 reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

6.04 Clarification of Offers

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

6.05 Discussions with Offerors

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If 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.

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

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.

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If contract negotiations are commenced, they may be held in the TLO conference room on the 1st floor of the office building located at 2600 Cordova Street in Anchorage, Alaska.

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

6.08 Failure to Negotiate

If the selected offeror

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

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

6.09 Offeror Notification of Selection

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

6.10 Protest

AS 36.30.560 provides that an interested party may protest the content of the RFP. An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract." If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract. If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

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

- a. the name, address, and telephone number of the protester;

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

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

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

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

6.11 Application of Preferences

Certain preferences apply to all contracts for professional services, 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 Department of Administration, Division of General Service's web site: <http://doa.alaska.gov/dgs/pdf/pref1.pdf>

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)

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

6.12 Alaska Bidder Preference

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An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- a. holds a current Alaska business license prior to the deadline for receipt of proposals;
- b. submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- c. 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;
- d. 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
- e. if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Statement

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

6.13 Alaska Veteran Preference

An Alaska Veteran Preference of 5%, not to exceed \$5,000, 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; limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- c. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

Alaska Veteran Preference Statement

In order to receive the Alaska Veteran Preference, the proposal must include a statement

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certifying that the offeror is eligible to receive the Alaska Veteran Preference.

6.14 Alaska Offeror Preference

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

6.15 Formula Used to Convert Cost to Points

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

$(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost}) \div (\text{Cost of Each Higher Priced Proposal})$

Examples: Converting Cost to Points & Applying Preferences

Formula Used to Convert Cost to Points

Step 1: List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1 \$40,000
Offeror #2 \$42,750
Offeror #3 \$47,500

Step 2: In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 40 points.

Offeror #2 receives 37.4 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$

Offeror #3 receives 33.7 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.7$

Alaska Offeror Preference

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Step 1: Determine the number of points available to qualifying offerors under this preference.

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

Step 2: Determine which offerors qualify as Alaska bidders and thus are eligible for the Alaska offerors preference. For the purpose of this example presume that all of the 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 Offerors Preference - 10 points
Offeror #3 80 points Alaska Offerors Preference – 10 points

Step 3: Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #1 83 points
Offeror #2 84 points (74 points + 10 points)
Offeror #3 90 points (80 points + 10 points)

Step 4: Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

7. General Legal Information

7.01 Standard Contract Provisions

The contractor will be required to sign and submit the State's Standard Agreement Form generated by the IRIS database or the State's Standard Agreement Form for Professional Services Contracts. Appendix A, General Conditions, is attached to this 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. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

7.02 Proposal as a Part of the Contract

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

7.03 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.

7.04 Human Trafficking

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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: <http://www.state.gov/j/tip/>. Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

7.05 Right of Rejection

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

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

Minor informalities that:

- a. do not affect responsiveness;
 - b. are merely a matter of form or format;
 - c. do not change the relative standing or otherwise prejudice other offers;
 - d. do not change the meaning or scope of the RFP;
 - e. are trivial, negligible, or immaterial in nature;
 - f. do not reflect a material change in the work; or
 - g. 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 to be in its best interest.

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

7.06 State Not Responsible for Preparation Costs

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

7.07 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

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to Award is issued. Thereafter, proposals will become public information.

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

7.08 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.

7.09 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.

7.10 Severability

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

7.11 Supplemental Terms and Conditions

Proposals must comply with SEC. 1.12 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:

- a. if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b. if 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.

7.12 Contract Invalidation

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

7.13 Solicitation Advertising

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

8. ATTACHMENTS

8.01 Proposal Evaluation Form

8.02 Standard Agreement Form - Appendix A, General Conditions

8.03 Appendix B1, Insurance and Indemnification

8.04 Offeror's Checklist

8.05 Cost Proposal

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8.01 PROPOSAL EVALUATION FORM

Offeror Name: _____
 Evaluator _____
 Name: _____
 Date of Review: _____
 RFP Number: 180000026 Dry Sonic Drilling Services for TLO at Icy Cape, Alaska

EVALUATION CRITERIA AND SCORING

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

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

5.01 Methodology Used for the Project—25 Percent

Maximum Point Value for this Section - 25 Points
 100 Points x 25 Percent = 25 Points

Proposals will be evaluated against the questions set out below.

a. How comprehensive is the methodology/work plan and does it depict a logical approach to fulfilling the requirements of the RFP?

NOTES:

b. Is the proposed drill-rig the appropriate rig for 8-inch diameter dry core and how well does the method meet the requirements of this RFP?

NOTES:

c. How extensive is the proposer's practical experience with drilling 8-Inch diameter dry core?

NOTES:

d. How well does the work plan and technical requirements submitted match and achieve the objectives set out in the RFP?

NOTES:

e. How well does the methodology/work plan interface with the time schedule presented in the RFP?

NOTES:

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f. How well does the proposal address unanticipated changes such as drilling additional footage or having to extend the expected 42-day drilling period?

NOTES:

g. How well does the work plan address safety? Does the offeror demonstrate a commitment to job safety?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.01: _____

5.02 Management Plan for the Project—10 Percent

Maximum Point Value for this Section - 10 Points

100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

a. How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

NOTES:

b. How well is accountability completely and clearly defined? Is the organization of the project team clear?

NOTES:

c. How well has the offeror identified pertinent issues, potential problems and their solutions related to this project?

NOTES:

d. How well does the management plan illustrate the lines of authority and communication?

NOTES:

e. To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

NOTES:

f. Does it appear that the offeror can meet the schedule set out in the RFP?

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NOTES:

g. Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES:

h. To what extent has the offeror provided information about back-up equipment, parts and the ability to perform field repairs in a remote location?

NOTES:

i. Does the offeror demonstrate an ability to accommodate change at the work site or additional, but similar work if added to the scope?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.02: _____

5.03 Experience and Qualifications—15 Percent

Maximum Point Value for this Section - 15 Points
100 Points x 15 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

a. Do the individuals assigned to the project have experience on similar projects?

NOTES:

b. Does the contractor have experience in drilling garnet-epidote abrasive sands?

NOTES:

c. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

NOTES:

d. How extensive is the applicable experience of the personnel designated to work on the project?

NOTES:

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e. How well has the firm demonstrated experience in completing similar projects on time and within budget?

NOTES:

f. Has the firm provided references or letters of reference from previous clients?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.03: _____

EVALUATOR'S COMBINED POINT TOTAL FOR SECTIONS 5.01 THROUGH 5.03: _____

5.04 Contract Cost — 40 Percent

To avoid the appearance of cost influencing scoring Sections 5.04 and 5.05 will be evaluated only by the Procurement Officer.

Maximum Point Value for this Section — 40 Points
100 Points x 40 Percent = 40 Points

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under SECTION 6.11.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in SECTION 6.15.

PROCUREMENT OFFICER'S POINT TOTAL FOR COST: _____

5.05 Alaska Offeror Preference — 10 Percent

Point Value for this Section — 10 Points
100 Points x 10 Percent = 10 Points

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

PROCUREMENT OFFICER'S POINT TOTAL FOR ALASKA OFFEROR'S PREFERENCE (EITHER 0 OR 10): _____

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5.06 COMBINED TOTAL

This section will be completed by the Procurement Officer.

- a. Evaluator's Combined Total for Sections 5.01 – 5.03:_____
- b. Procurement Officer's Evaluation for Section 5.04:_____
- c. Procurement Officer's Evaluation for Section 5.05:_____
- d. **TOTAL EVALUATED SCORE:**_____
- e. Procurement Officer's Initials:_____ and Date Completed:_____.

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APPENDIX A GENERAL CONDITIONS

1. Inspections and Reports:

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

2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

3. Disputes:

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□AS 36.30.632

4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or 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 Procurement Officer.

7. Independent Contractor:

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

8. Payment of Taxes:

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

9. Compliance:

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

10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees 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) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

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11. Officials Not to Benefit:

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

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. Force Majeure:

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

15. Contract Extension:

Unless otherwise provided, the State and the contractor agree: (1) that any holding over 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) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. Severability:

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

17. Continuing Obligation of Contractor:

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

18. Governing Law; Forum Selection

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

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APPENDIX B₁ **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 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. combined single limit per claim.

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8.04 OFFEROR'S CHECKLIST

This checklist is provided as a courtesy to prospective offerors. While every effort has been made to ensure this checklist is complete, it is still the offeror's responsibility to make sure they comply with all requirements of this RFP.

The following documents must be received by the DNR Procurement Office prior to the deadline set for receipt of proposals for your proposal to be considered responsive.

_____ 1. Technical Proposal.

a. If delivered in person or by the US Mail or a courier service (FEDEX, UPS, etc.): One original and three signed copies of the technical proposal packaged or submitted as required by paragraph 1.07 of this RFP.

b. If emailed, one signed original technical proposal submitted as required by paragraph 1.07 of this RFP.

_____ 2. Cost Proposal. One signed Cost proposal submitted separately as required by paragraph 1.07 of this RFP.

_____ 3. MANDATORY RETURN Amendment(s). Written acknowledgement of MANDATORY RETURN amendment(s) either within the proposal package or submitted separately in an email or fax to DNR Procurement. Must be received prior to the Deadline for Receipt of Proposals.

Reminders:

1. It is the offeror's responsibility to make sure they comply with all requirements of this RFP and submit all required documents.

2. Cost proposal and technical proposals are to be submitted in separate packages within the proposal package or email.

3. Proposals must be received in their entirety prior to the Deadline for Receipt of Proposals. Late proposals will be considered non-responsive and will be rejected.

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8.05 COST PROPOSAL

Offerors must complete and submit this Cost Proposal form in a separate envelope or separate document attachment within their proposal package/email.

The costs offered on this form must include all costs associated with the performance of the contract, including, but not limited to direct expenses, payroll, employee benefits, mark-ups, administrative costs, supplies, equipment, overhead, travel, permits, licenses, and profit.

Operating and Non-Operating costs to provide required services including but not limited to: site-specific training; drill daily equipment rate (based on a production rate of 200 feet per shift); sonic drilling cost per foot; daily staff costs; cost for spare parts, equipment, and accessories; and all other direct and indirect expenses required to provide required services.

Submit only one signed Cost Proposal in a separately sealed envelope or separate document attachment with your offer.

A. Offered Operating Cost:

1. Cost for Mobilization and Demobilization of equipment:

- a. Mobilization to Ketchikan from _____ (home base): \$_____.
- b. Demobilization from Ketchikan to _____ (home base): \$_____.
- c. Total Cost, Mobilization and Demobilization of equipment: \$_____.

2. Cost for Mobilization and Demobilization of contractor personnel (staff):

- a. Mobilization to Yakutat from _____ (home base): \$_____.
- b. Demobilization from Yakutat to _____ (home base): \$_____.
- c. Total Cost, Mobilization and Demobilization of staff: \$_____.

3. Non-Operating Cost for Site-Specific Training:

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Estimated _____ hours x \$ _____ cost per hour = \$ _____.

4. Operating Cost for Drilling:

a. Rig #1: \$ _____ for 1 shift per day x 42 days = \$ _____.

b. Rig #2: \$ _____ for 1 shift per day x 42 days = \$ _____.

c. Total Cost for Drilling: _____.

5. Total Contract Cost (sum 1c + 2c + 3 + 4c): \$ _____.

6. The Total Contract Cost shown in this section is the cost that will be evaluated by DNR Procurement for award of this contract. As a reminder proposals priced at more than \$650,000 may be considered non-responsive and may be rejected by the State.

B. Offered Standby Cost for equipment during periods of non-usage:

\$ _____ per day for Rig #1 and \$ _____ per day for Rig #2.

C. Offeror Information.

Company Name: _____

Contact Name: _____

Contact Email Address: _____

Authorized Signature: _____

Date Signed: _____

D. Amendment(s): The offeror acknowledges receipt of the following amendment(s) issued for this RFP: _____.

E. Preference Certification.

1. Does your company qualify for the Alaska Bidder's Preference? YES NO

If yes, you must have a current Alaska Business license at the RFP Closing deadline.

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2. Does your company qualify for the Alaska Veteran's Preference? YES NO

If yes, provide a copy of your DD214 with social security number, serial number, date of birth, and other Privacy Act information redacted out with your bid or upon request by the DNR Procurement Officer. Also, preference is statutorily capped at \$5,000.00.

3. Does your company qualify for the Alaska Employment Program or Alaskans with

Disabilities preference? YES NO

If yes, provide a copy of the certification letter issued by the Division of Vocational Rehabilitation with your bid. Failure to provide a copy of the certification letter with your bid will result in disallowance of the preference.

*******END OF COST PROPOSAL*******