

# STATE OF ALASKA REQUEST FOR PROPOSALS



## AS NEEDED INDUSTRIAL HEAVY MINERALS EXPERT CONSULTING, SAMPLING, AND ANALYTICAL SERVICES RFP 2022 1000 4905

ISSUED JULY 19, 2021

The Trust Land Office (TLO) is seeking the services of a uniquely experienced and industry leading industrial Heavy Minerals (HM) integrated “one-stop-shop” expert consultant contractor that can provide expert advice, exploration, and laboratory-analytical services for industrial HM placers. The contractor must provide the entire suite of consulting, exploration, sample processing, and analytical services for industrial HM placers needed and required by international mineral resources reporting standards and codes for HM placer projects.

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### ISSUED BY:

DEPARTMENT OF NATURAL RESOURCES  
ALASKA MENTAL HEALTH TRUST LAND OFFICE

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(907) 269-8687

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**OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.**

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

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Natural Resources, Alaska Mental Health Trust Land Office, is soliciting proposals for **AS NEEDED INDUSTRIAL HEAVY MINERALS EXPERT CONSULTING, SAMPLING, AND ANALYTICAL SERVICES**; A more detailed description including Scope of Work is provided in [SECTION 3.01 SCOPE OF WORK](#).

### SEC. 1.02 BUDGET

The Department of Natural Resources, Alaska Mental Health Trust Land Office, estimates a budget of \$3,000,000.00 dollars for completion of this project. The budget amount is an estimate and does not represent a work commitment. The State does not guarantee any minimum or maximum number of services to be provided or dollar amount to be spent under any contract resulting from this RFP. Services provided will throughout the contract period on an as-needed basis.

Cost Proposals will be evaluated on the hourly billable rate of specific required project team positions as listed on Attachment 2 Cost Proposal.

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 P.M.** prevailing Alaska Time on **AUGUST 3, 2021**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.04 MINIMUM PRIOR EXPERIENCE AND QUALIFICATIONS

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

- A minimum of 10 years' experience in research, exploration, and analysis of industrial Heavy Minerals (HM) placers for main principal consultants;
- Minimum of 10 peer reviewed technical papers and peer reviewed reports on HM in the US;
- A minimum of 10 years professional experience in HM placer exploration and HM resource development of nearshore marine sediments, with a minimum of five years professional exploration experience in particular of garnet and epidote group minerals in the Gulf of Alaska and a minimum of five years professional exploration experience with zircon, rutile and ilmenite HM on the eastern seaboard of the US;
- Expert level knowledge of the abrasives HM industry, their requirements for end products, and expert knowledge of the zircon, rutile and ilmenite HM industry and their requirements for TiO<sub>2</sub> and zircon end products as demonstrated for example, by invited speaking engagements, peer reviewed publications and tenure in industry; and
- Industry specific industrial HM placer laboratory facilities and equipment.

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TLO's Chief Geologist is a Qualified Person (QP), as defined by NI43-101, and reserves the right to inspect the Contractor's laboratory facilities prior to contract signing. The QP will confirm the dry laboratory and the wet laboratory are in separate rooms/areas, and will evaluate for risks of sample contamination. The QP also has to ensure that the dry laboratory for HL separation and magnetic separation is dust free to avoid cross sample contamination of pixie dust gold.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and rejected.

**SEC. 1.05 REQUIRED REVIEW**

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least 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 proposal and exposure of offeror's proposals upon which award could not be made.

**SEC. 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: **SHAWN M. OLSEN** – PHONE **907-269-8687** - TDD **907-269-8411**

Questions must be received by 2:00 P.M. prevailing Alaska Time, July 27, 2021.

**SEC. 1.07 RETURN INSTRUCTIONS**

Offerors must submit one hard copy of their 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(s) must be addressed as follows:

Department of Natural Resources  
Alaska Mental Health Trust Land Office  
Attention: Shawn M. Olsen  
Request for Proposal (RFP) Number: **2022 1000 4905**

RFP Title: **AS NEEDED INDUSTRIAL HEAVY MINERALS EXPERT CONSULTING, SAMPLING, AND ANALYTICAL SERVICES**

550 West 7<sup>th</sup> Avenue, Suite 1330  
Anchorage, Alaska 99501

If using U.S. mail, please use the following address:

550 West 7<sup>th</sup> Avenue, Suite 1330  
Anchorage, Alaska 99501

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If using a delivery service, please use the following address:

550 West 7<sup>th</sup> Avenue, Suite 1330  
Anchorage, Alaska 99501

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents, and Attachment 3 must be completed and emailed to [shawn.olsen@alaska.gov](mailto:shawn.olsen@alaska.gov) as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf,” “Vendor A – Cost Proposal.pdf,” and “Vendor A – Attachment 3.xlsx” (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

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

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

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.

## **SEC. 1.08 ENROLLMENT IN IRIS**

Offerors will be required to be enrolled in the State of Alaska’s Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this RFP. Enrollment can be done online at the following link: <https://iris-vss.alaska.gov/webapp/PRDVSS1X1/AltSelfService>. 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 and may delay issuance of contract work.

## **SEC. 1.09 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;

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- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

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

**(c) VENDOR TAX ID**

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

**(d) CONFLICT OF INTEREST**

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the offeror.

**(e) FEDERAL REQUIREMENTS**

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

**SEC. 1.10 ASSISTANCE TO OFFERORS WITH A DISABILITY**

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

**SEC. 1.11 AMENDMENTS TO PROPOSALS**

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the State's request in accordance with 2 AAC 12.290.

**SEC. 1.12 AMENDMENTS TO THE RFP**

If an amendment is issued, it will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice website.

**SEC. 1.13 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 accordingly. All times are prevailing Alaska Time.

- Issue RFP **JULY 19, 2021,**
- Deadline for Receipt of Questions 2:00 P.M. **JULY 27, 2021,**
- Deadline for Receipt of Proposals 2:00 P.M. **AUGUST 3, 2021,**
- **ANTICIPATED** Proposal Evaluation Committee complete evaluation by week of **AUGUST 9, 2021,**
- **ANTICIPATED** State of Alaska issues Notice of Intent to Award a Contract week of **AUGUST 9, 2021,**
- **ANTICIPATED** State of Alaska issues contract week of **AUGUST 16, 2021,**
- Contract start **NOVEMBER 1, 2021.**

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

**SEC. 1.14 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.

**SEC. 1.15 NEWS RELEASES**

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



## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

TLO has conducted gold and industrial heavy mineral resource assessment at its Icy Cape Property since 2015. In a staged and incremental effort \$5.2 million was spent for preliminary exploration for mineral resources. Stratigraphic framework and resource assessment drilling of 119 boreholes was conducted in 2017 and 2018 for a total of about 13,000 feet. Economic geologic information has been developed to foster a commercial enterprise.

Based on the very encouraging drill sample analytical industrial heavy mineral and gold results the Board of Trustees of the Alaska Mental Health Trust approved further funding for exploration development drilling over the next five years. TLO plans to advance the Grinder Prospect to an NI43-101 compliant indicated resource level followed by a pre-feasibility study. To achieve this goal, at least 15,000ft of 6-inch diameter sonic core will be drilled in 2022 with more drilling in 2023. Bulk sediment sampling of various resource types will also be conducted for large-scale industrial production of bulk mineral concentrates and large-scale production mineral separation processes test trials.

TLO and contract expert consultants have established sampling, processing, analytical and QA/QC procedures and protocols for HM and Precious Metals (PM) placers for the Project. For consistency and compliance, it is critical that the company will continue with the approved existing procedures, protocols, and laboratory analytical methods so that previously generated drilling data can be included in future resource estimates. The established methods fall under the trade secret category and will be discussed with the successful bidder after signing of contract.

In 2019, TLO started an HM and PM placer investigation project on Kodiak Island. Further work on that project as well as new projects are planned.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Department of Natural Resources, Alaska Mental Health Trust Land Office (TLO), is soliciting proposals for **AS NEEDED INDUSTRIAL HEAVY MINERALS EXPERT CONSULTING, SAMPLING, AND ANALYTICAL SERVICES**. The TLO is seeking the services of a uniquely experienced and industry leading industrial heavy minerals integrated “one-stop-shop” expert consultant contractor that can provide expert advice, exploration, and laboratory-analytical services for industrial HM placers. The Contractor must provide the entire suite of consulting, exploration, sample processing, and analytical services for industrial HM needed and required by international mineral resources reporting standards and codes for HM placer projects.

The Contractor must provide consulting, a specialized sample processing and laboratory of industrial HM and Precious Metals (PM), analytical services at project site(s) and at main laboratory location(s), and heavy-mineral separation using hydrogravimetric (Deister) and magnetic separation (Frantz). The Contractor must produce bulk mineral concentrates for industrial testing and provide field staffing for Gold and Industrial Heavy Minerals Projects and other nearshore marine HM placer projects that the TLO may have.

The Contractor shall provide critical services for field support, analytical laboratory services, and mineral resource assessment support for Gold and Industrial HM Projects and other nearshore marine HM placer projects that the TLO will undertake.

The Contractor shall provide the State a unique, comprehensive, and integrated suite of economic geologic consultation services, which include field, laboratory, analytical, technical, training, instructional, and marketing services. The Contractor must design, staff, conduct, and executes field projects.

Services include technical consultation and expertise in design, acquisition, interpretation, and application of geological, mineralogical, economic-geologic, and geophysical data to industrial HM and PM exploration, and of mineral product development and marketing. Contributions also include field exploration support including design, staffing, equipment, field sample collection and field sample preparation.

Contractor is required to follow established and accepted sampling, processing, and analytical protocols for HM and PM by TLO and expert consultants. Failure to follow established protocols may result in contract termination.

#### **Tasks/Services:**

The Contractor shall work closely with and reports to the TLO’s Chief Geologist (project manager) who oversees the projects. The project manager will work with the Contractor to design, staff, equip, and execute field and laboratory studies. The Contractor shall apply a sample collection strategy, conduct analyses, and provide resource measures of HM and PM according to established protocols by TLO project manager and expert consultants.

Five mission-critical services to the TLO’s projects are required:

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1. **Field Exploration Support:** Analyses of sediment cores to determine and document the geologic evolution of surficial and subsurface sediments on prospect scale. Work includes planning, staffing, supervising, and guiding core-drilling activities. For example, an experienced HM placer core logger on site with each drilling crew shall determine depth (if not pre-determined) and recovery in consultation with the project manager. The Contractor must follow protocols established by TLO and expert consultants. The Contractor shall direct, supervise, conduct, log drilling and recovery of about 2,000 10-foot long 6" diameter sonic core samples. These bulk samples must be sampled, on-the-spot analyzed, and splits removed for laboratory analyses. The Contractor shall work closely with TLO exploration personnel and report to the TLO project manager on a daily and scheduled basis.
2. **Laboratory and Analytical Support:** On site identification, selection, bagging and tagging samples for a) archiving, b) laboratory HM analyses, and c) PM assays. Work includes sedimentological descriptions and photographic documentation of core sections representing about 10 feet each to variable depths. The Contractor must provide laboratory tools, mechanized equipment, standard annotation forms, and etc. for this work. Preliminary estimates and empirical measures of valuable mineral content are made in the field. The Contractor shall follow strict sample processing, analytical and QA/QC protocols established by TLO and expert consultants.

Work includes metallurgical studies/test including work sieve analyses (bulk, spiral con, spiral rejects, HL sink, HL float, mag fractions, and etc.), HL (including of "pixie dust" fractions by centrifugation), magnetic separation, modal mineralogical composition, XRD, XRF, SEM, Microprobe, and etc. analyses as agreed to. Analyses must include PM (Au, Pt, Pd, Rh) analyses by BLEG, SEM, Microprobe, Fire Assay, ICP-MS, INAA, and other analyses as appropriate and as agreed to by TLO's project manager. The Contractor must use Deister concentrators for raw drill core sample processing to concentrates and Frantz magnetic separators for mineral separation of HM splits. HL on HM needs to be carried out using LMT.

The Contractor shall conduct Analysis of Variance (AOV) studies. Five to 10 percent of the sediment samples are to be randomly selected and analyzed to measure differences of composition between drill sites, within drill sites, within core intervals and between mineralogical and chemical analyses. As check on laboratory performance, standard samples of known composition are to be included for analysis with every 10 to 20 unknowns. A small percentage of samples shall also be analyzed in duplicate.

3. **Mineral Resources Assessment Support:** Custom-tailored laboratory sample preparation methods and analyses will qualify and quantify HM and PM in Grinder core intervals. The Contractor shall provide in-field orientation and training to staff. Resultant mineralogical, textural, and mineral-chemical data shall be integrated with adjunct geological, geophysical, etc. data to produce a report on the magnitude and nature of placer mineral resources at Grinder. Work includes professional consultative services on demand, documents suitable for publication, referrals to subject-matter experts, and referrals to funding and mining enterprises.

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4. **Laboratory visit and independent sampling by Chief Geologist:** The TLO's project manager will visit Contractor's main laboratory facilities twice per year to conduct independent sample processing and analyses. Work will include microscopy, modal mineralogy, mineralogical determination, HL, tabling and magnetic separation of HM and PM placers. The Contractor shall provide the TLO project manager with necessary equipment and training if required.
5. **Marketing:** Documentation and market development of industrial mineral species, traditional and non-traditional HM, abrasives etc.

The Contractor must provide secure storage services for samples.

Describe how this section will be accomplished. Proposals will be evaluated based on the extent offerors answer this section in conjunction with [Section 4. Proposal Format and Content](#), and [Section 5. Evaluation Criteria and Contractor Selection](#).

### **SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award, for approximately **FIVE YEARS**.

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

### **SEC. 3.03 DELIVERABLES**

The Contractor shall provide the following deliverables:

- A. Technical report(s) summarizing salient and relevant economic geologic factors. Reports must be provided on a thumb drive or other electronic storage device in Microsoft Office Suite compatible software such as Word, Excel, etc.
- B. Downhole data, such as geological descriptions of drill core, lithology, PSD, Wt% of St, Sd and Gr, HM and PM analytical data will be delivered to the Chief Geologist as received. Final product must be in the form of either Excel spreadsheet or MS Access database including drill core pictures.
- C. Certified assay certificates must be delivered to the Chief Geologist.

### **SEC. 3.04 CONTRACT TYPE**

This contract is a **FIRM FIXED PRICE** contract.

### **SEC. 3.05 PROPOSED PAYMENT PROCEDURES**

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

**SEC. 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.

**SEC. 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 federal, state, or local taxes. All costs associated with the contract must be stated in U.S. currency.

Contract pricing for the contract shall be the Fully Burdened (a single rate that includes all of the Contractor's costs to provide goods and services, to include overhead) Hourly Billable Rates for the positions required herein and as proposed in an Offeror's Attachment 2 Cost Proposal.

Contract pricing will be divided into four categories: 1) Laboratory, Miscellaneous Supplies and Services; 2) Labor and Wages; 3) Storage and Transportation; and 4) Other. Costs for will be based on actual services rendered and costs incurred for the performance and completion of the requirements therein. Pricing shall be stated as a Fully Burdened Rate and must include all costs associated with the Contractor's operations, including the provision of all services and materials as needed to perform and meet the requirements including but not limited to, wages, administrative overhead, transportation, lodging, and all other costs associated with the performance of the contract resulting from this RFP. The rate may not fluctuate for the contract duration except as provided for herein, or as otherwise agreed to in writing by both parties and executed as an amendment to the contract. No other costs will be considered for payment.

Actual services rendered includes time spent in preparation and performance of the scope of work and deliverables in the contract. These labor costs shall be a Fully Burdened billable labor rate for each position providing services for a specific Task.

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

Any single contract payment of \$1 million or higher must be accepted by the Contractor via EFT.

**SEC. 3.08 LOCATION OF WORK**

The location(s) the work is to be performed, completed and managed will be at remote locations throughout the state and at the Contractor's laboratory facilities.

The state **WILL** provide workspace for the contractor.

All Contractor travel must be pre-approved by the State. Travel expenses will be as stipulated in Alaska Administrative Manual (AAM) 60, Travel. A copy of this AAM can be downloaded at the following link: <http://doa.alaska.gov/dof/manuals/aam/resource/60t.pdf>.

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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.

**SEC. 3.09 SUBCONTRACTORS**

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience **SHALL NOT** be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the State's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the State to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project manager.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

**SEC. 3.10 JOINT VENTURES**

Joint ventures will not be allowed.

**SEC. 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.

**SEC. 3.12 F.O.B. POINT**

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

**SEC. 3.13 CONTRACT PERSONNEL**

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

**SEC. 3.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The Contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project manager or procurement officer may instruct the Contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The Contractor will not unreasonably withhold such changes.

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

**SEC. 3.15 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 procurement officer has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee.

**SEC. 3.16 NONDISCLOSURE AND CONFIDENTIALITY**

The Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The Contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of,

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

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

**SEC. 3.17 INDEMNIFICATION**

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.



### SEC. 3.18 INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

**Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

### SEC. 3.19 TERMINATION FOR DEFAULT

If the project manager or procurement 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 in [SECTION 8. ATTACHMENTS](#).

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 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.

### SEC. 4.02 INTRODUCTION

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

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

### SEC. 4.03 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

### SEC. 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.

### SEC. 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.

### SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

Offerors must provide a narrative description in their technical proposal indicating the manner in which the offeror meets the minimum prior experience and qualifications as set out in [Sec. 1.04 Minimum Prior Experience and Qualifications](#).

Offerors must complete Attachment 3, Offeror's Personnel Experience and Qualifications, listing all employees proposed to perform duties required along with their official position title, employee's first and last name, the required minimum experience and qualifications for the position, years in position, total years' experience, and hourly billable rate; and Offeror's Projects, listing Offeror's three most recent completed HM consulting/analytical services projects, along with the project title, brief description of the project, proposed project dates, actual start date, actual completion date, proposed project budget, completed project cost. Offerors must include a brief one page bio for each required project team position.

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Offerors must include in their technical proposal an organizational chart showing all proposed positions, illustrate lines of authority, and designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

If no person can be identified at the time proposal are submitted, the offeror shall note the title and minimum hiring qualifications that will be applied to each applicable position. If no person was identified for a particular position and the contract is awarded to the selected offeror, the offeror agrees to submit to the TLO project manager the identity and resume for each applicable position as soon as the recruitment process is complete. DNR retains the right to approve the proposed person based on the minimum qualifications for each and every task that person is proposed to perform.

Any changes in the proposed positions, persons, team, or subcontractors named in an offeror's proposal or as provided upon completion of recruitment, must be submitted to the TLO project manager, and approved in advance of beginning in the proposed role. Personnel or subcontractor changes that are not approved by the State may be grounds for the State to terminate the contract.

Offerors must provide three letters of support from industry and research organizations. Letters must be on the organization's letterhead.

**SEC. 4.07 COST PROPOSAL**

Offerors must complete and submit the Cost Proposal Form and Attachment 3, Offeror's Personnel Experience and Qualifications. Proposed costs must all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct and indirect expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the Cost Proposal Form will be the costs to be paid by the State. No additional charges shall be allowed.

**SEC. 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.

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

### SEC. 5.01 UNDERSTANDING OF THE PROJECT (15%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

### SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (20%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

### SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

**SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (25%)**

Proposals will be evaluated against the questions set out below:

**1) Questions regarding the personnel:**

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are bios complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

**2) Questions regarding the firm and subcontractor (if used):**

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

**SEC. 5.05 CONTRACT COST (20%)**

Overall, a minimum of **20%** 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.

**SEC. 5.06 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.

## SECTION 6. GENERAL PROCESS INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

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

### SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

### SEC. 6.03 SITE INSPECTION

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

**SEC. 6.04 CLARIFICATION OF OFFERS**

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

**SEC. 6.05 DISCUSSIONS WITH OFFERORS**

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

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

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

**SEC. 6.06 EVALUATION OF PROPOSALS**

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in [SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION](#).

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.

**SEC. 6.07 CONTRACT NEGOTIATION**

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the **DENALI** conference room on the **13<sup>TH</sup>** floor of the **ATWOOD** Building in **ANCHORAGE**, Alaska.

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

**SEC. 6.08 FAILURE TO NEGOTIATE**

If the selected offeror

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

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

**SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION**

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

**SEC. 6.10 PROTEST**

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

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

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

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

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

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

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;



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- 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."

## **SEC. 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 Shared Service's** web site:

<https://www.commerce.alaska.gov/web/portals/4/pub/APP/00ApplicationOfPreferences2017.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)

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

## **Sec. 6.12 ALASKA BIDDER PREFERENCE**

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

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- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a Limited Liability Company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

**Alaska Bidder Preference Certification Form**

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

**SEC. 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;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

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

**Alaska Veteran Preference Certification**

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

**SEC. 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.

**SEC. 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:

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

**SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES****(a) 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 20% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

**Offeror #1 receives 20 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, 20 points.

**Offeror #2 receives 18.7 points.**

$$\$40,000 \text{ lowest cost} \times 20 \text{ maximum points for cost} = 800,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 18.7$$

**Offeror #3 receives 16.8 points.**

$$\$40,000 \text{ lowest cost} \times 20 \text{ maximum points for cost} = 800,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 16.8$$

**(b) ALASKA OFFEROR PREFERENCE****STEP 1**

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

$$100 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska Offeror preference} = 10 \text{ Points for the preference}$$

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**STEP 2**

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror 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 Offeror Preference	10 points
Offeror #3	80 points	Alaska Offeror Preference	10 points

**STEP 3**

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

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

**STEP 4**

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

## SECTION 7. GENERAL LEGAL INFORMATION

### SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached in [SECTION 8. ATTACHMENTS](#) 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 in a separate document. Please include the following information with any change that you are proposing:

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

### SEC. 7.02 QUALIFIED OFFERORS

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

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

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

### SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

### SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

The State reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

### SEC. 7.05 HUMAN TRAFFICKING

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

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

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

**SEC. 7.06 RIGHT OF REJECTION**

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

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

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that to be in its best interest.

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

**SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

**SEC. 7.08 DISCLOSURE OF PROPOSAL CONTENTS**

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the State's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

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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.

**SEC. 7.09 ASSIGNMENTS**

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. Proposals that are conditioned upon the State's approval of an assignment will be rejected as non-responsive.

**SEC. 7.10 DISPUTES**

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

**SEC. 7.11 SEVERABILITY**

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

**SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with [SEC. 7.06 RIGHT OF REJECTION](#). However, if the State fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

**SEC. 7.13 SOLICITATION ADVERTISING**

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

**SEC. 7.14 FEDERALLY IMPOSED TARIFFS**

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

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



## SECTION 8. ATTACHMENTS

### SEC. 8.01 ATTACHMENTS

**Attachments:**

- 1) Standard Agreement Form - Appendix A
- 2) Cost Proposal
- 3) Offeror's Personnel Experience and Qualifications, and Offeror's Projects Spreadsheet

# ATTACHMENT 1

## STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code Appendix C	4. Agency Appropriation Code Appendix D
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
8. Department of Natural Resources	Division	hereafter the State, and	
9. Contractor		hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p><b>10. Article 1. Appendices:</b>  Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>Article 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the Contractor.</p> <p><b>Article 3. Period of Performance:</b>  The period of performance for this contract begins _____, and ends _____.</p> <p><b>Article 4. Considerations:</b></p> <p>4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the Contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of Natural Resources		Attention: Division of	
Mailing Address		Attention:	
<b>12. CONTRACTOR</b>		<b>14. CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
<b>13. CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee	
Department/Division Natural Resources	Date	Date	
Signature of Project Manager		Typed or Printed Name	
Typed or Printed Name of Project Manager		Title	
Title			

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

## APPENDIX A

### GENERAL PROVISIONS

#### Article 1. Definitions

- 1.1 In this contract and appendices, "project manager" or "agency head" or "procurement officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or authorized designee acted in signing this contract.

#### Article 2. Inspections and Reports

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

#### Article 3. Disputes

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

#### Article 4. Equal Employment Opportunity

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

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- 4.3** The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the Contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4** The Contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5** The Contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6** Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7** Failure to perform under this article constitutes a material breach of contract.

**Article 5. Termination**

The project manager, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the Contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

**Article 6. No Assignment of Delegation**

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

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

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

**Article 8. Independent Contractor**

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

**Article 9. Payment of Taxes**

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

**Article 10. Ownership of Documents**

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

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

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

**Article 12. Conflicting Provisions**

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

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

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

**Article 14. Covenant Against Contingent Fees**

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

**Article 15. Compliance**

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

**Article 16. Force Majeure**

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

## ATTACHMENT 2

### COST PROPOSAL FORM

Offerors are to submit their costs using this Cost Proposal Form and Attachment 3, Offeror's Personnel Experience and Qualifications. The Required Positions are provided below. The Cost Proposal will be evaluated based on the proposed Total Hourly Billable Rate as provided by the offeror for the positions noted in the table below. Prices are to remain firm for the duration of the contract and are to include all direct and indirect costs associated with providing required services, to include but not limited to, payroll, materials, supplies, equipment, labor, overhead, and profit.

As stated in this RFP, the quantities of services are as needed. The State will only pay for actual services provided. The amount of services needed may vary based upon the actual needs of the State. The State does not guarantee a minimum or maximum amount of services under any contract resulting from this RFP. If services are required, hourly rates for listed positions will be paid at the Hourly Billable Rate shown on the offeror's Cost Proposal Form.

The Contractor shall provide the State an itemized invoice for travel and storage services. Payment will be made to the Contractor upon review and approval of the itemized invoice by the State.

**\* Line 1a below will not be used for evaluation purposes, however the price identified shall remain firm for the duration of the contract.**

#### 1. COSTS OFFERED:

Item	Required Project Team Position	Hourly Billable Rate
1	Chief Scientist/Consultant or equivalent	\$
2	Expert Consultant I or equivalent	\$
3	Expert Consultant II or equivalent	\$
4	Expert Consultant III or equivalent	\$
5	Metallurgist/Geochemist or equivalent	\$
6	Laboratory Manager or equivalent	\$
Total Hourly Billable Rate (sum of Items 1 – 6)		\$
1a	Laboratory and Analytical Support (cost per sample)	\$
Company Name:		
Authorized Representative's Printed Name:		
Authorized Representative's Signature:		
Date Bid Schedule Signed:		

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**2. PREFERENCE CERTIFICATION:**

ITEM	QUESTION	YES	NO
1.	Does your company qualify for the Alaska Bidder's Preference?		
2.	Does your company qualify for the Alaska Veteran's Preference? If yes, provide a copy of your DD 214 with your service/social security number, date of birth, and other Privacy Act protected information redacted or "inked" out.		
3.	Does your company qualify for the Alaskans with Disabilities preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		
4.	Does your company qualify for the Employment Program Preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		