

REQUEST FOR PROPOSALS



RFP TITLE: AMBLER ACCESS PROJECT (AAP) WINTER FIELD WORK

RFP: AIDEA26-035

ISSUED: 12/05/2025

The purpose of this work is to **conduct winter field work on a corridor while providing soil samples and coring data** as indicated in Section 2 Background Information, to assist Alaska Industrial Development and Export Authority (AIDEA/Authority) on the Ambler Access Project in the State of Alaska.

ISSUED BY:

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PROPOSERS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE AIDEA “ONLINE PUBLIC NOTICE” WEB SITE, YOU MUST REGISTER AS A PLAN HOLDER ON THE SITE TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Alaska Industrial Development and Export Authority (the Authority) is soliciting proposals for **AMBLER ACCESS PROJECT (AAP) WINTER FIELD WORK** to assist the Authority as indicated in Section 2.

SEC. 1.02 BUDGET

The Authority makes no guarantee to any minimum or maximum amount of work that the contractor may perform under this contract.

Payment for the contract is subject to funds already appropriated and identified. Additional funds may be added to this contract as available.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **1:00 PM** prevailing Alaska Time on **12/18/2025**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

Proposers interested in responding to this request must provide evidence in their proposal that meet the following minimum requirements to be considered:

- Minimum of five (5) years' experience in Arctic, sub-Arctic, or permafrost terrain.
- Experience operating equipment and mobile field camps.
- Active Health, Safety, and Environmental (HSE) Plan that includes Arctic operations, remote worker safety, and wildlife protection
- Familiarity with Alaska DNR and BLM tundra travel stipulations and permitting requirements for snow trail construction and drilling.

- Experience complying with wetlands and permafrost protection protocols, including surface restoration and minimal disturbance techniques.
- Dedicated key personnel with experience managing field deployments and coordinating with permitting agencies.
- Ability to deliver daily field logs, progress updates, and final sample and field reports to required technical standards.

A Proposer's failure to meet these minimum prior experience requirements may cause their proposal to be considered non-responsive and their proposal may be rejected.

SEC. 1.05 REQUIRED REVIEW

Proposer 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 Chief Procurement Officer at least five (5) 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 a Proposer/General Contractor'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 Chief Procurement Officer at procurement@aidea.org.

SEC. 1.07 RETURN INSTRUCTIONS

If submitting a hard copy proposal, Offerors must submit three hard copy of their proposal to the Chief 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:

Alaska Industrial Development and Export Authority

Attention: Kelly Noble

Request for Proposal (RFP) Number: **AIDEA26-035**

RFP Title: **AMBLER ACCESS PROJECT (AAP) WINTER FIELD WORK**

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

813 West Northern Lights Blvd.

Anchorage, AK 99503

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

813 West Northern Lights Blvd.

Anchorage, AK 99503

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to procurement@aidea.org as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost 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 AIDEA 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, AIDEA recommends sending it with enough 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 procurement@aidea.org to confirm that the proposal has been received. AIDEA is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO PROPOSER

Proposers with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Chief Procurement Officer no later than five (5) days prior to the deadline for receipt of proposals.

SEC. 1.09 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. These amendments to or withdrawals of proposals can be submitted via email to procurement@aidea.org. No amendments or withdrawals will be accepted after the deadline unless they are in response to the Authority’s request in accordance with 2 AAC 12.290.

SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the AIDEA website at www.aideaaeprocurement.org. The link to the posting of the amendment will be provided to all who were notified of the RFP and to those who have registered with the Chief Procurement Officer after receiving the RFP.

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. 1.11 RFP SCHEDULE

RFP schedule set out herein represents the Authority’s best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Standard Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released	TBD	12/05/2025
Deadline for Receipt of Proposals / Proposal Due Date	1:00 PM AKST	12/18/2025
Proposal Evaluations Complete	1:00 PM AKST	12/30/2025
Notice of Intent to Award	TBD	12/31/2025
Contract Issued	TBD	1/09/2026

This RFP does not, by itself, obligate the Authority. The Authority's obligation will commence when the contract is approved by Executive Director of the Authority. Upon written notice to the contractor, the Authority may set a different starting date for the contract. The Authority 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 Authority.

SEC. 1.12 PRE-PROPOSAL

Not applicable.

SEC. 1.13 ALTERNATE PROPOSALS

Proposer 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. 1.14 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 SCOPE OF WORK

The Alaska Industrial Development and Export Authority (AIDEA) is soliciting proposals from qualified Contractors to complete a winter field program consisting of:

- (1) Borehole drilling at route locations (specified in attached Exhibit B table)
 - a. Thermistor Installation and Monitoring at the drilled locations (specified in attached Exhibit B table)
- (2) Permafrost drilling approximately 100ft away from route center line (specified in attached Exhibit C table)
- (3) Clear-cutting a 20-foot corridor along approximately 204.5 miles of the Ambler Access Project corridor
 - a. This includes providing access and site readiness at all drilling locations
- (4) Collection, labeling, and delivery of subsurface samples

The purpose of this work is to obtain essential field and coring data for roadway, embankment, drainage, and bridge foundation design for the proposed Ambler Access Project. Activities under this scope are investigative in nature and do not include construction of permanent improvements.

Work will occur on lands managed by the Bureau of Land Management (BLM), State of Alaska, National Park Service (NPS) within the Gates of the Arctic National Preserve, Northwest Arctic Borough, and private landowners where permissions are granted. Permits will be provided to Proposers as necessary.

AIDEA defines the required outcomes and deliverables. Proposers are expected to determine and describe in their proposals the means, methods, logistics, sequencing, and resources required to achieve these outcomes safely and in compliance with all applicable permits and regulations. Relevant data and documentation regarding routes, locations, and permits can be found at the address below and Proposers are encouraged to check this frequently to ensure they have all the information that may be released through an addendum.

https://www.aidea.org/AAP_WinterFieldWork_RFP

Required Field Work Outcomes

The Contractor shall deliver the following field-work outcomes:

1. Borehole Drilling (see Exhibit B Borehole and Thermistor Locations)
 - 2-4 Bore Holes for the large and medium bridge drilling – 100-foot depth.
 - 1-2 Bore Holes for the small bridge locations drilling – 50-foot depth.
 - Exceptionally large bridges may require more than 4 – depth to be determined
 - Subsurface samples and logs suitable for geotechnical engineering analysis.
2. Permafrost Drilling (see Exhibit C - Permafrost Locations)

- 2-inch (2.54 cm) diameter drillholes, with blank, flush-threaded, schedule 80 PVC pipe installed, end cap would be installed at the bottom of the pipe to limit potential water ingress. Filled with Authority approved environmentally friendly anti-freeze – 65 foot depth
- Drillholes must be visually logged for soil and rock, ground ice type and content.
- Water should not be used within the soil to limit thermal disturbance of the core and preserve ground ice for visual logging and undisturbed in situ moisture sampling.

3. Clear-Cut Corridor

- A continuous 20-foot-wide cleared corridor along approximately 204.5 miles of the Ambler Access Project corridor starting at Milepost 161 of the Dalton Highway.

4. Access to Drilling Locations

- Seasonal access provisions sufficient to reach and complete drilling at all required borehole locations during the authorized winter field window.

5. Drilling Site and Landing Zone Readiness

- Temporary conditions and locations adequate to support drilling operations and helicopter landing zones (LZs), as required to safely execute the field program.

6. Sample Collection and Transfer

- Properly labeled, logged, cataloged, and preserved subsurface samples, with complete transfer to the Authority's separately contracted geotechnical lab.



Photograph 26. Example of a complete boring.



Photograph 28. Example of installed thermistor well, DTC, and datalogger.



Photograph 29. Example of installed thermistor well, DTC, and datalogger.

SEC. 2.02 CONTRACT TERM AND WORK SCHEDULE

The start and end date for the work is projected to be on or about February 1, 2026, through May 31, 2026. The contract completion date for this project will be on or about 06/01/2026. The contract period will encompass completion of all tasks and deliverables. The contract period may begin earlier than February 1, 2026 at the discretion of the Authority. The contract period may be extended at the discretion of the Authority, including but not limited to access delays, weather delays and force majeure.

This RFP does not, by itself, obligate the Authority. The Authority's obligation shall commence only upon written approval by the Executive Director of the Alaska Industrial Development and Export Authority, or the Executive Director's designee, and issuance of a Notice to Proceed (NTP). The Authority will not be responsible for any work performed by the Contractor prior to the contract start date or NTP.

SEC. 2.03 DELIVERABLES

The Contractor shall provide all deliverables identified in this section. The Contractor is responsible for determining and describing in their proposal the technical approach, methods, and project controls necessary to produce these deliverables within the required schedule.

Schedule Deliverables

- Initial Baseline Schedule
 - A PMBOK-aligned baseline schedule that reflects the project work breakdown structure (WBS), including clearing, access development, drilling, sample handling, and reporting.
 - Identification of key milestones and the critical path.
 - Integration of progress and payment milestones with measurable deliverables identified from the WBS.
 - Submittal within the timeframe specified in the contract following NTP.
- Recurring Schedule Updates

- Regularly updated schedule information, including a two-week look-ahead schedule submitted on a weekly basis.
- Identification of schedule variances, recovery actions, and forecasted completion for key activities.

Field Data Deliverables

- Complete borehole logs and associated field data for all exploration locations.
- GPS coordinates and identifiers for each borehole.
- Documentation of field blow counts, corrected values, groundwater observations, and key subsurface conditions relevant to the GER.

Bore Sample Deliverables

- Properly labeled, cataloged, and preserved soil and rock samples.
- Chain-of-custody documentation for all samples transferred for material testing.
- Confirmation of sample delivery and condition.

Clear Cutting and Access Deliverables

- Documentation confirming completion of a 20-foot-wide cleared corridor along approximately 204.5 miles of the corridor, except where landowner restrictions prohibit clearing.
- GIS data or equivalent spatial information showing the cleared corridor and confirming access to all drilling locations and required landing zones.

Risk Planning Deliverables**A. Risk Management Plan**

- A PMBOK-aligned Risk Management Plan describing processes for identifying, analyzing, prioritizing, responding to, and monitoring project risks.
- Integration of risk information with schedule and cost forecasts.

• Risk Register

- A project risk register that is created at project initiation and updated regularly.
- Identification of operational, environmental, logistical, safety, fuel management, and regulatory risks, including probability and impact ratings, mitigation strategies, and assigned risk owners.

B. Fuel and Hazardous Materials Risk Controls

- Risk controls and monitoring framework related to fuel transport, storage, and handling in remote winter conditions, including spill response strategies and alignment with landowner and regulatory requirements.

Safety Plan Deliverables

- A comprehensive Health and Safety Plan addressing remote winter operations, field personnel safety, emergency access and evacuation, and coordination with aviation and overland activities.
- A fuel and hazardous materials safety component addressing fuel storage, handling, and spill prevention.
- Cultural and environmental protection measures consistent with permit conditions.
- Daily safety logs summarized in weekly reports submitted to the Authority.

Metrics, Project Controls, and Lessons Learned

A. Earned Value Management (EVM) Metrics

- Tracking and reporting of cost performance index (CPI) and schedule performance index (SPI), along with associated variance analyses and any required recovery strategies.

B. Project Controls Plan

- A written project controls plan describing the methods used to monitor and control scope, schedule, cost, risk, and quality, and the processes for change management and escalation of issues.

C. Lessons Learned Program

- Ongoing capture and documentation of lessons learned throughout the project.
- A final Lessons Learned Report prepared at project closeout, summarizing observed issues, effective mitigation strategies, and recommendations for future phases.

Reporting

- Weekly status reports summarizing daily field activities, safety performance, drilling progress, risk status, and sample inventory.
- Monthly progress reports containing schedule updates, Earned Value metrics, risk register updates, and a summary of work performed and planned.
- Trip reports submitted within 30 days of completion of each major field deployment.
- A final close-out package, including final versions of all deliverables required under this section.

Deliverable Formats

- GIS Shapefiles
- Excel + CSV for databases
- PDFs for reports
- AutoCAD files for survey or profiles

Only the Authority's designated Project Manager, or designee, is authorized to issue directions that affect contract performance. The Authority shall not be obligated in any way if the Contractor acts on communications issued by any other party.

This document does not and is not intended to include or address every item that will be included or addressed in the contract for professional services.

SEC. 2.04 CONTRACT TYPE

To be determined through proposals.

SEC. 2.05 PROPOSED PAYMENT PROCEDURES

The Authority will make progress payments (schedule to be determined by both parties) when tasks are complete, and deliverables are received. Unless otherwise noted in the proposal and mutually agreed upon as milestones, payments are only made after all work is complete. Each billing must consist of an invoice and electronic copy of completed Report(s). No payment will be made until the completion of task and invoice has been approved by the Project Manager.

SEC. 2.06 PROMPT PAYMENT FOR STATE PURCHASES

Not Applicable.

SEC. 2.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Executive Director of the Authority. Under no conditions will the Authority be liable for the payment of any interest charges associated with the cost of the contract.

The Authority 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.

SEC. 2.08 SUBCONTRACTORS

The Proposers must provide list of all subcontractors in the proposal staff structure if they have decided to use a subcontractor to assist with the tasks detailed in this RFP or upon submission of the bid.

A Proposer who lists as a subcontractor another contractor who, in turn, sublets the majority of the work required under the Contract, violates this subsection.

A Proposer may, replace a listed subcontractor who:

- 1) Fails to comply with licensing and registration requirements of AS 08.18;
- 2) Fails to obtain a valid Alaska business license;
- 3) Files for bankruptcy or becomes insolvent;
- 4) Fails to execute a subcontract for performance of the work for which the subcontractor was listed, and the Proposer acted in good faith;
- 5) Fails to obtain bonding acceptable to the Authority;
- 6) Fails to obtain insurance acceptable to the Authority;
- 7) Fails to perform the subcontract work for which the subcontractor was listed;
- 8) Must be replaced to meet the Proposer's required state or federal affirmative action requirements;
- 9) Refuses to agree or abide with the Proposer's labor agreement; or
- 10) Is determined by the Authority to be not responsible.

In addition to the circumstances described above, a Proposer may, in writing, request permission from the Authority to add a new subcontractor or replace a listed subcontractor. The Authority will approve the request if it determines in writing that allowing the addition or replacement is in the best interest of the Authority.

A Proposer shall submit a written request to add a new subcontractor or replace a listed subcontractor to the Chief Procurement Officer a minimum of five working days before the date the new subcontractor is scheduled to begin work on the construction site. The request must state the basis for the request and include supporting documentation acceptable to the Chief Procurement Officer.

If a Proposer violates this subsection, the Chief Procurement Officer may:

- 1) Cancel the Contract after Award without any damages accruing to the Authority; or
- 2) After notice and a hearing, assess a penalty on the Proposer in an amount not exceeding 10 percent of the value of the subcontract at issue.

SEC. 2.09 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(s) or Chief Procurement Officer. Changes that are not approved by the Authority may be grounds for the Authority to terminate the contract.

SEC. 2.10 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 Authority may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The Project Manager or Chief 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 Authority to terminate the contract. In this event, the Authority may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 2.11 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

The contractor will not commence additional work until the Project Manager has secured any required Authority approvals necessary for the amendment and issued a written contract amendment, approved by the Executive Director of Alaska Industrial Development and Export Authority.

SEC. 2.12 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 Authority 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 Authority 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 Authority to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

Additional information that the contractor shall hold as confidential during the performance of services under this contract includes:

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 Authority with written notice of the requested disclosure (to the extent such notice to the Authority is permitted by applicable law) and giving the Authority opportunity to review the request. If the contractor receives no objection from the Authority, 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 Authority within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the Authority, 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. 2.13 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. 2.14 INSURANCE REQUIREMENTS

Without limiting the contractor's indemnification, it is agreed that the 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 Authority shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the Chief 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 provide 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 Proposer 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 Authority.

Commercial General Liability Insurance: covering all business premises and operations used by the Proposer in the performance of services under this agreement with minimum aggregate coverage limits of \$10,000,000 combined.

Commercial Automobile Liability Insurance: covering all vehicles used by the Proposer in the performance of services under this agreement with minimum coverage limits of \$1,000,000 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 \$1,000,000 per claim /annual aggregate.

Pollution Liability Insurance: covering bodily injury, property damage, and environmental impairment arising out of the Proposer's operations, including but not limited to the handling, transportation, storage, and disposal of materials. The policy shall have a minimum combined limit of \$5,000,000 and in the aggregate. Coverage shall extend to both sudden and gradual pollution events and shall remain in effect for the duration of the contract and any applicable warranty period. The policy must name the Authority as an additional insured and include a waiver of subrogation against the Authority.

As required by Appendix B², Evidence of Insurance executed by the carrier's representative and issued to the Authority, shall consist of a Certificate of Insurance or the policy declaration page with required endorsements and certifications included or attached. If a certificate is provided such evidence must include language substantially as follows:

"All policies described herein comply with all aspects of the insurance requirements of the Contract Documents for:

Project Title: "AMBLER ACCESS (AAP) WINTER FIELD WORK"

Project Number(s): AIDEA26-035

A copy of insurance requirements for this Contract is attached for your convenience. We suggest you provide a copy of the insurance requirements and this letter to your carrier(s).

Note: You are reminded that your insurance carrier must list the Authority as an additional insured for all liability coverage per the contract specifications. The Certificate Holder shall be as follows:

Alaska Industrial Development and Export Authority (AIDEA)
AIDEA26-035 – AMBLER ACCESS (AAP) WINTER FIELD WORK
813 West Northern Lights Blvd.
Anchorage, Alaska 99503

SEC. 2.15 FINANCIAL SOLVENCY AND ABILITY TO CONDUCT BUSINESS

Both before and after the granting of any contract or agreement under this Request for Proposals the Proposer at all times must be financially solvent and have the ability to conduct business. Any agreement, contract or proposal with the contractor will terminate without notice to the contractor in the event that the contractor:

- (a) was or will be insolvent, as that term is used and defined in Section 101(32) of the United States Bankruptcy Code and Section 2 of the Uniform Fraudulent Transfer Act.
- (b) has unreasonably small capital or is engaged or about to engage in a business or a transaction for which any remaining assets of the contractor or affiliate are unreasonably small.
- (c) by executing, delivering or performing its obligations under any agreements or documents to which it is a party or by taking any action with respect thereto, intends to, nor believes that it will, incur debts beyond its ability to pay them as they mature;
- (d) contemplates filing a petition in bankruptcy or for an arrangement or reorganization or similar proceeding under any law any jurisdiction, or, to the best knowledge of the contractor, is the subject of any actual, pending or threatened bankruptcy, insolvency or similar proceedings under any law of any jurisdiction.
- (e) incurs any suspension and debarment or is declared ineligible or voluntarily excluded as such terms are defined under any of the debarment regulations of any United States federal government agency or department.

SEC. 2.16 TERMINATION FOR DEFAULT

If the Project Manager or Chief Procurement Officer determines that the Proposer 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 Alaska Industrial Development and Export Authority 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 Authority's termination rights under the contract provisions of Attachment A, attached in **SECTION 6. ATTACHMENTS**.

SECTION 3. PROPOSAL FORMAT AND CONTENT

SEC. 3.01 INTRODUCTION

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

Proposals must confirm that the Proposer 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. A Proposer's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

The Authority discourages overly lengthy and costly proposals, however, in order for the Authority to evaluate proposals fairly and completely, Proposer must follow the format set out in this RFP and provide all information requested.

This RFP contains Submittal Forms, which must be completed by the Proposer and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. Proposer shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so.

Unless otherwise specified in this RFP, the Submittal Forms shall be the Proposer's entire proposal. Do not include any marketing information in the proposal.

SEC. 3.02 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the Proposer 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) PROPOSER'S CERTIFICATION

By signature on the proposal, Proposers certify that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

If any Proposer fails to comply with [a] through [g] of this paragraph, the Authority 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 Authority'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 have a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict.

The Chief 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 Proposer. The Executive Director's determination regarding any questions of conflict of interest shall be final.

(e) FEDERAL REQUIREMENTS

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

SEC. 3.03 EXPERIENCE AND QUALIFICATIONS

Proposer 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. This chart must also include all identified subcontractors.

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

- Title,
- Resume,
- Location(s) where work will be performed,
- Itemize the total cost and the number of estimated hours for each individual named above in the separate Cost Proposal

Proposer must provide reference names and phone numbers for similar projects the Proposer's firm has completed.

In addition to information about the key individual's experience, provide documentation verifying the qualifications and experience of the Proposer and state all certifications as they relate to carrying out the services solicited in this RFP.

Proposer are to provide examples of no more than five projects your firm has completed in the last 5 years. Include:

1. A brief description of the type of project, tasks, and deliverables.
2. The names of key individuals involved in the project.
3. Project schedule.
4. If possible, Client's name, their address, current telephone number, and contact person who can respond to queries concerning their experience with the Proposer's firm.

SEC. 3.04 UNDERSTANDING OF THE PROJECT

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

SEC. 3.05 METHODOLOGY USED FOR THE PROJECT

Proposer 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 Authority's project schedule.

SPECIAL NOTE: The Proposer shall not disclose their costs in this Submittal Form.

SEC. 3.06 MANAGEMENT PLAN FOR THE PROJECT

Proposer 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 Authority's project schedule.

SPECIAL NOTE: The Proposer shall not disclose their costs in this Submittal Form

SEC. 3.07 COST PROPOSAL

Proposer must complete and submit this Submittal Form, see attachment #1.

This form needs to contain the hourly billing rate of the Project Staff.

The Proposer shall also propose corresponding payment and/or progress milestones aligned with an initial schedule, identifying measurable deliverables or work phases that support progress payment requests. These milestones can be part of the contract negotiation and must be mutually agreed upon by the Authority and the Proposer.

SEC. 3.08 BID BOND – PAYMENT/PERFORMANCE BOND

Bid Bond

Proposer are required to obtain a bid bond to submit a proposal. To be responsive, a bid must include a bid guaranty equal to 5% of the amount bid. (When calculating the bid amount for purposes of determining the 5% value of the bid guaranty, a bidder shall include its base bid amount, plus the amount bid for alternate and supplemental bid items, if any.)

Payment/Performance Bond

Proposer are required to obtain a Payment/Performance bond to perform these services and to enter into a contract with the Authority. The Proposer with the apparent successful bid must furnish a payment bond

in the amount of 100% of the contract and a performance bond in the amount of 100% of the contract as security conditioned for the full, complete and faithful performance of the contract. The apparent successful bidder must execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of their bid.

SEC. 3.09 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 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 4.01 SUMMARY OF EVALUATION PROCESS

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

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

SEC. 4.02 EVALUATION CRITERIA

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

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria	Weight
Objectives, Services and Commitments	100
Means and Methods	150
Proposed Project Staff	200
Past Performance	200
Total	650

Cost Criteria	Weight
Cost Proposal	350
Total	350

Inclusive Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	100
Total	100

TOTAL EVALUATION POINTS AVAILABLE: 1100

Deductive Preference Criteria	Weight
Alaska Veteran's Preference (if applicable)	5% up to \$5,000 will be deducted from cost proposal

SEC. 4.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the Offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

After the PEC has scored, the scores for each section will be totaled and the following formula will be used to calculate the total amount of points awarded for each section:

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score Possible}} \times \text{Max Points} = \text{Points Awarded}$$

Example (Max Points for the Section = 100):

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

Offeror 1 was awarded 75 points:

Offeror Total Score (30)

_____ x Max Points (100) = Points Awarded (75)

Highest Total Score Possible (40)

Offeror 2 was awarded 50 points:

Offeror Total Score (20)

_____ x Max Points (100) = Points Awarded (50)

Highest Total Score Possible (40)

Offeror 3 was awarded 100 points:

Offeror Total Score (40)

_____ x Max Points (100) = Points Awarded (100)

Highest Total Score Possible (40)

SEC. 4.04 OBJECTIVES, SERVICES AND COMMITMENTS (100 POINTS)

Proposals will be evaluated against the criteria set out below:

Response must demonstrate the Proposer's comprehension of the objectives and services for the proposed contract. Do not merely duplicate the Statement of Work provided with this RFP. Responses should portray a clear understanding of the logistical and environmental challenges associated with remote winter-season geotechnical fieldwork in Arctic or sub-Arctic terrain and reflect the Proposer's awareness of the Authority's role.

Your response must:

- Describe your understanding of the proposed services, including any assumptions necessary for successful execution in the context of frozen ground, overland winter travel, and remote logistics.
- Provide evidence of company availability, capacity, and time commitments of proposed Project Staff. Include discussion of how any potential scheduling conflicts would be managed.
- Outline your company's ability to mobilize field-ready equipment, low-ground-pressure or other appropriate vehicles, and remote camps in compliance with applicable tundra travel protocols.
- Demonstrate adequate support infrastructure, resources, and experience relevant to overland access, environmental permitting, and geotechnical instrumentation in remote areas.

NOTE: Proposal review committee members will also rate this criterion based on their perception of the clarity, completeness and presentation of the submittal. This criterion is NOT used to evaluate color, graphics or other visual techniques, except where they may detract from legibility.

SEC. 4.05 MEANS AND METHODS (150 POINTS)

Proposals will be evaluated against the criteria set out below:

Response must provide a detailed plan for executing the Statement of Work. This should include means and methods only:

- The Proposer's methodology for conducting geotechnical drilling at the identified locations, including borehole advancement techniques in frozen conditions, drilling equipment types (sonic, air rotary, auger, CPT), and field data collection protocols.
- Clearing and trail preparation methods, including use of tracked vehicles, skid steers, and snow grooming approaches for establishing similar width overland routes across tundra without damaging underlying vegetation or soils.
- Plans for thermistor well installation and instrumentation (PVC well design, DTC cables, data loggers), including quality assurance of sensor placement and data integrity.
- Site access and support strategies, including the use of remote winter camps on sleds or tracked trailers, water withdrawal management, helicopter transport if applicable, and contingency plans for weather-related disruptions.

Include any specialized equipment, logistics experience, or environmental protection procedures that demonstrate added value to the Authority.

SEC. 4.06 PROPOSED PROJECT STAFF (200 POINTS)

Proposals will be evaluated against the criteria set out below:

Identify and provide qualifications for key contractor personnel and any identified subcontractors.

For each individual:

- Describe their role and qualifications.
- Provide employer, job classification, relevant certifications, and at least two professional references with phone numbers.

SEC. 4.07 PAST PERFORMANCE (200 POINTS)

Proposals will be evaluated against the criteria set out below:

Describe at least two projects completed within the past five years that demonstrate experience in:

- Conducting geotechnical drilling in permafrost terrain under winter field conditions.
- Building and maintaining overland trails or access corridors across tundra.
- Installing thermistor instrumentation and establishing data logger stations.
- Operating winter field logistics in remote locations, including the use of low-ground-pressure vehicles, mobile camps, and fuel and water handling under regulatory permit constraints.

Include project descriptions, contract values, dates, locations, challenges addressed, and which proposed staff participated. Provide contact information for references.

SEC. 4.08 CONTRACT COST (Cost Proposal) (350 Points)

Overall, a minimum of **35%** of the total evaluation points will be assigned to cost. After the Chief Procurement Officer applies any applicable preferences, the Offeror with the lowest total cost will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the following formula:

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

Example (Max Points for Contract Cost = 350):

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 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 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, 400 points.

Offeror #2 receives 374.3 points.

\$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ \$42,750 cost of Offeror #2's proposal = 374.3

Offeror #3 receives 336.8 points.

\$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ \$47,500 cost of Offeror #3's proposal = 336.8

SEC. 4.09 ALASKA OFFEROR PREFERENCE (10%)

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

Example:

Step 1

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

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 Points for the preference

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 proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

Step 3

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

Offeror #1	830 points			
Offeror #2	840 points (740	points	+	100 points)
Offeror #3	900 points (800 points + 100 points)			

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

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 INFORMAL DEBRIEFING

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

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a Proposer 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 Bidders Preference, a Proposer must hold a valid Alaska business license prior to the deadline for receipt of proposals. Proposer 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 Proposer/General Contractor 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 Proposer 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 Proposer 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 Proposer must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 5.03 SITE INSPECTION

Alaska Industrial Development and Export Authority may conduct on-site visits to evaluate the Proposer's capacity to fulfil the contract. A Proposer must agree, at risk of being found non-responsive

and having its proposal rejected, to provide the Authority reasonable access to relevant portions of its work sites. Individuals designated by the Chief Procurement Officer at the Authority's expense will make site inspection.

SEC. 5.04 EVALUATION OF PROPOSALS

The Chief Procurement Officer, or the procurement officer assigned, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

After receiving 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. 5.05 CONTRACT NEGOTIATION

After final evaluation, the Chief Procurement Officer may negotiate with the Proposer(s) of the highest-ranked proposals.

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 Proposer fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the Authority may terminate negotiations and negotiate with the Proposer of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the REDOUBT conference room on the 1ST floor of the AIDEA/AEA Building in ANCHORAGE, Alaska.

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

SEC. 5.06 FAILURE TO NEGOTIATE

If the selected Proposer:

- 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 Proposer and the Authority, after a good faith effort, simply cannot come to terms,

the Authority may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest ranked Proposer.

SEC. 5.07 PROPOSER/GENERAL CONTRACTOR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the Chief Procurement Officer will issue a written Notice of Intent to Award (NOIA) and send copies of that notice to all Proposer who submitted proposals. The notice will set out the names of all Proposers and identify the Proposer selected for award.

SEC. 5.08 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 Proposer 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 Chief 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 a Proposer wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the Chief 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:

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

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

The Chief Procurement Officer will issue a written response to the protest. The response will set out the Chief 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 Proposers will be notified of any protest. The review of protests, decisions of the Chief 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. 5.09 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

[Application Of Preferences](#)

- Alaska Products Preference - AS 36.30.332

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

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 Authority to disallow the preference.**

SEC. 5.10 ALASKA OFFEROR PREFERENCE

An Alaska Offeror Preference of 10% will be applied to the price in the proposal. The preference will be given to an Offeror who:

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

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An Offeror does not need to complete the Alaska Veteran Preference 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. 5.11 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.

SEC. 5.12 STANDARD CONTRACT PROVISIONS

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

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

SEC. 5.13 QUALIFIED PROPOSER

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as a Proposer for award of a contract issued under AS 36.30, the Proposer 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 Proposer leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the Chief Procurement Officer may not accept the Proposer as a qualified Proposer under AS 36.30.

SEC. 5.14 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 5.15 ADDITIONAL TERMS AND CONDITIONS

The Authority 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. 5.16 HUMAN TRAFFICKING, WAGES, AND LABOR

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

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

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

Any labor and wages designated as construction task shall adhere to the following:

- General Condition Article 7.14.1 and Article 7.14.3 shall apply to all on-site work in Anchorage and any other applicable locations. This is because the City of Anchorage is a political subdivision of the State of Alaska and this work is subject to AS 36.05.
- General Condition Article 7.14.2 (Alaska Mini-Davis-Bacon Wage Rates) shall apply to all on site work in Anchorage and any other applicable locations. Applicable wage rates can be obtained at: <https://labor.alaska.gov/lss/pamp600.htm>

SEC. 5.17 RIGHT OF REJECTION

Proposer 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 Chief 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.

Proposer may not qualify the proposal nor restrict the rights of the Authority. If a Proposer does so, the Chief Procurement Officer may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

Minor informalities that:

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

may be waived by the Chief Procurement Officer.

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

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

SEC. 5.18 THE AUTHORITY NOT RESPONSIBLE FOR PREPARATION COSTS

Alaska Industrial Development and Export Authority will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

SEC. 5.19 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 Authority's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

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

SEC. 5.20 ASSIGNMENT

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

SEC. 5.21 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 Authority 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. 5.22 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.

SEC. 5.23 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the Authority fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish

the Authority'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 Authority's rights are 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. 5.24 SOLICITATION ADVERTISING

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

SEC. 5.25 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the Chief 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 Chief 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 Chief Procurement Officer.
- **State's Ability to Make Changes:** The Authority reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made to the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Attachment 1 - Cost Proposal.
- 2) Attachment 2 - PSA Appendix B2 - Indemnity and Insurance
- 3) Attachment 3 - Former Employee Certificate
- 4) Attachment 4 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions
- 5) Attachment 5 – Form 25D-14– Bid Bond
- 6) Attachment 6 – Form 25D-13– Performance Bond
- 7) Attachment 7 – Form 25D-12 – Payment Bond
- 8) Attachment 8 – Alaska Bidder/Offeror/Veteran Preference Certification
- 9) Attachment 9 – Example of Professional Service Agreement Form with Appendix
- 10) Exhibit A – Route Map
- 11) Exhibit B – Borehole and Thermistor Locations
- 12) Exhibit C – Permafrost Locations