

REQUEST FOR PROPOSALS



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

RFP: AIDEA26-048

ISSUED: 2/18/2026

The purpose of this work is to **conduct drilling field work at specific remote sites 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:

KELLY NOBLE
AIDEA CHIEF PROCUREMENT OFFICER
PROCUREMENT@AIDEA.ORG
(907) 771-3909

PRIMARY CONTACT:

MICHAEL BELL
AIDEA PROCUREMENT SPECIALIST
PROCUREMENT@AIDEA.ORG
(907) 771-3014

OFFERORS 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. MISSING ADDENDUMS OR CRITICAL INFORMATION 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) DRILLING FIELD WORK** to assist the Authority as indicated in Section 2.

SEC. 1.02 BUDGET

The Authority anticipates the initial contract value for Phase 1 at a **total of \$20-\$40 million**. The total amount may be increased, subject to the availability of funds and necessity, as determined at the sole discretion of the Authority. Proposals that exceed this budget may be deemed non-responsive at the sole discretion of the Authority.

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

Payment for the contract is subject to funds being appropriated and identified. Additional funds may be added to this contract if required and allocated.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **1:00 PM** prevailing Alaska Time on **3/11/2026**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

Offerors responding to this solicitation **must demonstrate, through their proposal**, that they meet **all** of the following minimum qualifications. Failure to meet any minimum requirement may render the proposal non-responsive.

- **Arctic / Permafrost Experience**
A minimum of five (5) years of documented experience performing geotechnical drilling, coring, or similar field investigations in Arctic, sub-Arctic, or permafrost terrain.
- **Drilling and Field Operations Capability**
Demonstrated experience operating drilling equipment and supporting transportation systems suitable for remote and environmentally sensitive environments, including helicopter-supported or tundra-access operations where applicable.
- **Regulatory and Permit Compliance Experience**
Demonstrated familiarity with Alaska Department of Natural Resources (DNR) and Bureau of Land Management (BLM) tundra travel stipulations, permitting requirements, and seasonal restrictions applicable to drilling and site preparation activities.
- **Environmental Protection Experience**
Demonstrated experience implementing wetlands and permafrost protection measures, including surface protection, minimal disturbance techniques, and restoration practices consistent with regulatory and landowner requirements.
- **Qualified Key Personnel**
Identification of dedicated key personnel with experience managing remote field deployments, coordinating logistics, and interfacing with regulatory agencies, landowners, or permitting authorities.
- **Technical Reporting Capability**
Demonstrated ability to produce daily field logs, progress updates, and final field and sample documentation meeting professional geotechnical and engineering reporting standards.

Experience can be demonstrated either through the Offeror's firm having the minimum amount required or a substantial amount of the staff assigned to Offeror's bid meeting the minimum amount of time required. A combination of these two methods is not allowed to demonstrate enough experience, and the minimum requirements must be fully satisfied by one method. A subcontractor's experience is not a sufficient method to fulfill these requirements, either in whole or part, the Offeror must meet these qualifications alone. An Offeror's failure to meet these minimum prior experience requirements may cause their proposal to be considered non-responsive and their proposal may be rejected.

SEC. 1.05 REQUIRED REVIEW

Offeror should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the Chief Procurement Officer at least ten (10) 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 an Offeror/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 copies 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: **AIDEA26-048**

RFP Title: **AMBLER ACCESS PROJECT (AAP) DRILLING 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 OFFEROR

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 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 3 AAC 100.390-400.

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.aideaacaprocurement.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 as a planholder on the site.

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, unless delays occur. 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 time in Anchorage, AK.

| ACTIVITY | TIME | DATE |
|---|--------------|-----------|
| Issue Date / RFP Released | TBD | 2/18/2026 |
| Deadline for Receipt of Proposals / Proposal Due Date | 1:00 PM AKST | 3/11/2026 |
| Proposal Evaluations Complete | 1:00 PM AKST | 3/18/2026 |
| Notice of Intent to Award | TBD | 3/18/2026 |
| Contract Issued | TBD | 3/27/2026 |

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 Offeror, the Authority may set a different starting date for the contract. The Authority will not be responsible for any work done by the Offeror, even work done in good faith, if it occurs prior to the contract start date set by the Authority. Until the contract award, the Authority may reject any or all bids, waive minor informalities or advertise for new bids without liability to any Offeror if the Authority, in its discretion, determines that to do so is in the best interests of the Authority.

SEC. 1.12 PRE-PROPOSAL

Not applicable.

SEC. 1.13 ALTERNATE PROPOSALS

Offeror may only submit one proposal for evaluation. 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 Offerors to complete a winter and summer drilling field program.

The purpose of this work is to clear helicopter landing zones and work areas, obtain essential field geotechnical 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.

The winter work period is defined as having at least six inches of snow cover on the ground and the summer work period is defined as the time when the snow is less than that amount.

The Offeror awarded shall deliver core samples to AIDEA's designated third-party Geotechnical Laboratories in a condition and of a quality sufficient for the Laboratory to prepare a Geotechnical Report that will be used by structural engineers to complete final bridge designs for the project.

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 (NAB), and private landowners (Nana Regional Corporation and Doyon, Limited) where permissions are granted. Permits shall be provided to Offerors as necessary.

AIDEA defines the required outcomes and deliverables. Offerors 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 Offerors 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_DrillingFieldWork_RFP

Phase 1 – Winter Geotechnical Drilling, Coring, Permafrost Investigation and Sample Management

Phase 1 constitutes the primary winter field investigation effort and includes all helicopter-supported geotechnical drilling, coring, permafrost instrumentation, surveys, sample handling, and data delivery required to support bridge and foundation design for the Ambler Access Project. All work under this phase is investigative in nature and does not include construction of permanent improvements, however it does include site preparation and landing zone clearing to conduct all activities within this Phase.

Geotechnical drilling shall be completed at river crossing locations identified in Exhibit B. For proposed bridge crossings with spans of one hundred fifty (150) feet or greater and Coast Guard navigable bodies of water, the Offeror shall drill between two and four boreholes per crossing, as specified in Exhibit B. Nominal borehole depth for these locations shall be one hundred (100) feet, unless field conditions or

engineering objectives require otherwise. Exceptionally large water crossings may require additional boreholes as identified in Exhibit B.

Borehole depth shall be determined in the field using professional judgment to achieve the intended investigation objectives. The Offeror's base price shall include drilling to the nominal depth of one hundred (100) feet per borehole. Deviations above or below the nominal depth shall be reconciled using a single unit price per linear foot. The unit price shall apply as a credit for drilled depths less than one hundred (100) feet and as an additive cost for drilled depths exceeding one hundred (100) feet. Borehole depth shall be measured from finished ground surface to the bottom of the completed borehole as recorded in daily drilling logs. Depth adjustments shall be reconciled during the weekly meeting cadence, and cumulative upward adjustments shall not exceed one hundred twenty (120) total linear feet.

If subsurface conditions indicate that a borehole is likely to exceed the nominal depth by more than thirty percent due to unforeseen geological conditions, the Offeror's on-site geologist shall evaluate the conditions and exercise professional judgment regarding the technical value of continued drilling. Where the on-site geologist determines that further advancement of the borehole is unlikely to provide commensurate geotechnical value, the geologist may direct that drilling at that location be paused.

The Offeror shall promptly notify AIDEA verbally of the on-site geologist's determination, followed by written documentation within one (1) business day. The documentation shall include the current drilled depth, observed subsurface conditions, the geologist's assessment of anticipated additional depth, and a clear technical justification supporting either continued drilling or termination.

Based on the on-site geologist's recommendation, AIDEA may authorize termination of the borehole and, where appropriate, substitution of a nearby borehole providing equivalent geotechnical conditions. No substitution or relocation shall occur without prior written authorization from AIDEA.

Boreholes also includes installation of river crossing thermistor wells at the bridge crossing locations, for the purpose of characterizing thermal regime and freeze/thaw conditions relevant to bridge foundations, abutments, and scour/ice-related design considerations. River crossing thermistor wells shall be installed at both river abutment locations designated by AIDEA within the river crossing investigation area (e.g., near proposed abutments or other features of interest).

Borehole logging shall be completed for each hole and shall include graphic logs suitable for inclusion in a Geotechnical Field Report. Logs shall document drilling methods and borehole diameter; completion details and instrumentation; coordinates and elevations; stratigraphy and lithologic descriptions; sample types, intervals, and recovery percentages; field blow counts; groundwater observations; frozen soil and ground ice descriptions in accordance with ASTM D4083; and refusal depths with reasons for refusal.

Snow and ice surveys shall be conducted at drill site locations where applicable. Snow depth shall be measured along a thirty (30) foot by thirty (30) foot L-shaped transect with readings taken every three feet using a graduated probe. Snow density shall be measured using a snow sampling tube, excluding vegetation and organic material at the base. Ice thickness shall be measured using industry-standard methods where required. Survey results shall be compiled into a final summary report.

Phase 1 also includes permafrost investigation and installation of specific thermistor wells as shown in Exhibit B. Permafrost thermistor wells are approximately one hundred (100) feet from the route centerline.

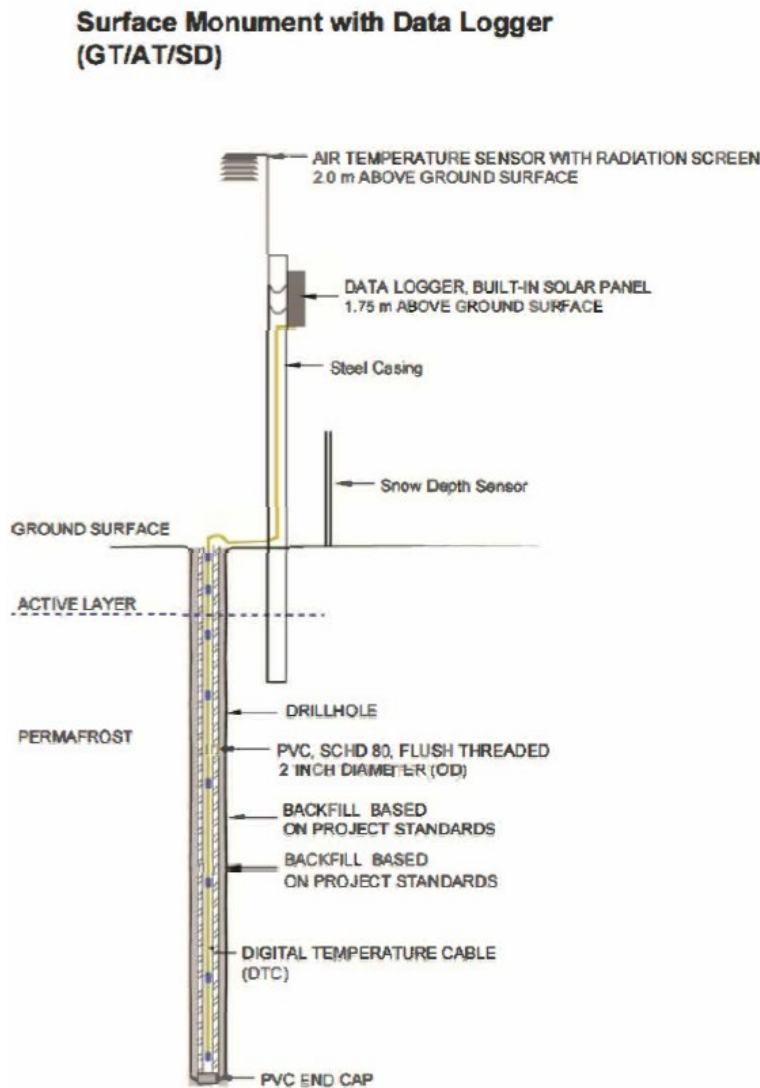
All thermistor wells shall be drilled to a nominal depth of sixty-five (65) feet, with a minimum acceptable depth of thirty-two (32) feet if subsurface conditions prevent full depth. Wells shall be constructed using two-inch outer diameter, Schedule 80, UV-resistant PVC casing with a sealed bottom end cap. Boreholes shall be backfilled with cuttings as able and any remaining space is to be filled with clean sand along the full length of the annulus, and the casing shall be filled with AIDEA-approved environmentally safe antifreeze. Water shall not be used during drilling to prevent thermal disturbance.

Instrumentation shall include installation of a digital temperature cable (DTC) within the PVC casing at each thermistor well to capture ground temperature. Temperature sensors on the DTC shall be spaced no greater than one and one-half (1.5) feet apart (minimum one foot six inches (1.5 feet)), unless otherwise recommended by the cable manufacturer. If the DTC cable length exceeds the borehole depth, the cable shall be folded and inserted into the casing; cutting of the DTC cable is not permitted unless expressly authorized in writing by AIDEA.

Surface protection shall include installation of steel casing at the ground surface to protect the upper portion of the thermistor well instrumentation. The steel casing shall extend above ground surface sufficiently to protect the instrumentation from wildlife interaction and environmental damage, including considerations for bears and caribou. The Offeror shall use professional judgment to determine an appropriate casing height based on site conditions and anticipated wildlife exposure.

Each thermistor site shall include installation of a satellite-enabled data logger capable of transmitting ground temperature, air temperature, and snow depth measurements. The data logger shall include a built-in solar panel and shall be mounted at approximately five feet nine inches (5'-9") above ground surface level. The Offeror shall install a snow depth sensor adjacent to the thermistor well to measure snow accumulation and shall install an air temperature sensor equipped with a radiation screen at six feet six inches (6'-6") above ground surface.

Figure 1 below shows what a typical installation looks like for an instrumented site:



The Offeror shall furnish and install all instrumentation devices and all necessary connection accessories, mounting hardware, wiring, fittings, seals, and related components required for proper function, data acquisition, and transmission, and shall ensure the installed system is fully operational prior to demobilization from each thermistor site.

Borehole logs and associated field records for thermistor installations shall include, at a minimum, visual logging and physical characterization of soil and rock, including frozen soil conditions and ground ice content in accordance with ASTM D4083; air temperature measurements and weather

observations sufficient to support calibration of ground thermal models; and field observations documenting terrain, vegetation, surface conditions, and permafrost features.

Phase 2 – Additional Helicopter Landing Zone Clearing and Site Preparation

Phase 2 consists of clearing and preparation of additional helicopter landing zones, drill pads, and associated access necessary to support summer drilling operations and future investigations. Phase 2 is included in the Total Proposed Contract Price for evaluation purposes; however, performance of Phase 2 Work is subject to authorization by AIDEA. This Phase includes sites that can be used for Phases 3-5, however Phase 1 sites are excluded from this Phase since that cost is imbedded in Phase 1 and will be conducted separately.

Some sites listed have been previously cleared at varying dates, however they may need substantial clearing efforts to meet access standards. The Offeror should assume for costing purposes that all sites require the same amount of effort and any reductions of scope for certain sites can be addressed in an NTP. The Offeror shall clear ninety-foot diameter helicopter landing zones at each drill site location where landing zones have not already been established from Phase 1 or prior activities. Clearing shall provide safe and practical access both in winter and summer seasons from the landing zone to the associated drill location. At each drill site as well as other locations in Exhibit C, the Offeror shall prepare a level drill pad measuring no less than fifteen feet by twenty feet to accommodate the drill rig and associated equipment. Additional clearing or preparation required for the Offeror's means and methods shall be the Offeror's responsibility.

Vegetation generated from clearing shall be placed at the perimeter of cleared areas unless otherwise directed. Clearing activities shall comply with applicable environmental and seasonal restrictions. Clearing shall not commence after May 15 without appropriate bird nest surveys or authorizations.

The Offeror shall provide spatial documentation, including GIS data or equivalent, identifying all cleared landing zones, drill pads, access routes, and cleared corridors.

Phase 3 – Small/Medium River Crossing Drilling (Bridges Less Than 150 Feet)

Pricing for Phase 3 (Small/Medium River Crossing Drilling – Bridges Less Than 150 Feet) shall be provided on a unit basis and rolled up into a total Phase 3 price for inclusion in the Total Proposed Contract Price. Phase 3 includes summer geotechnical drilling at the sites identified in Exhibit D, if authorized.

The Schedule of Values shall include a line item price for one (1) complete river crossing unit, defined as one (1) bridge crossing location with two (2) boreholes drilled to a nominal depth of fifty (50) feet each.

The unit price shall include all costs necessary to perform the drilling work for a single river crossing unit, including but not limited to mobilization and demobilization, drilling, thermistor installation,

logging, sampling, sample handling, documentation, equipment, aviation or ground access, logistics, fuel management, and compliance with all requirements of this Scope of Work.

For evaluation purposes, the total Phase 3 price shall reflect the sum of the river crossing units included in Exhibit D. For contract administration purposes, AIDEA may authorize all, none, or a portion of the river crossing units identified in Phase 3. The Offeror shall be compensated only for those river crossing units expressly authorized by AIDEA, in accordance with the applicable unit pricing.

The Offeror shall not assume continuity of access, logistics, mobilization, or sequencing between Phase 3 and any other phase unless expressly authorized in writing by AIDEA. Continuity within Phase 3 shall not be assumed for pricing or performance unless specifically directed at the time of authorization.

Unit pricing for borehole depth adjustments beyond the nominal fifty (50) feet shall be provided on a per-linear-foot basis in accordance with Section 5.4 and shall apply independently to each borehole within a river crossing unit.

Phase 4 – Material (Borrow) Site Drilling

Phase 4 includes summer geotechnical drilling at material (borrow) sites identified in Exhibit E, if authorized.

For pricing purposes, material site drilling under Phase 4 shall be structured as a unitized scope. One (1) material site unit shall consist of six (6) boreholes drilled to a nominal depth of sixty (60) feet each, including all drilling, logging, sampling, sample handling, and documentation required by this Scope of Work.

The number and locations of material sites are not currently defined and will be determined by AIDEA at the time of authorization. Authorization of Phase 4 may include one or more material site units. The Offeror can assume continuity of access, logistics, or mobilization between material site units but not between others phases unless expressly authorized in writing by AIDEA.

Helicopter landing zone clearing, drill pad preparation, and access clearing required to support Phase 4 drilling shall be performed under Phase 1,2 and 3, unless otherwise directed by AIDEA in writing. No costs associated with landing zone clearing or site preparation shall be included in Phase 4 pricing unless explicitly authorized.

Borehole spacing shall be based on industry-standard practices appropriate for material characterization. Borehole depths are nominal and shall be conducted in a way to locate material through discovery and may require depth pricing adjustments. The Offeror shall monitor subsurface conditions and may relocate boreholes as necessary to obtain representative materials, with notification to AIDEA. Relocated boreholes shall be documented in as-drilled records.

Phase 5 – Cut-Slope Drilling

Phase 5 consists of summer geotechnical drilling at future roadway cut-slope sites identified in Exhibit F, if authorized by AIDEA.

For pricing purposes, cut-slope drilling under Phase 5 shall be structured as a unitized scope. One (1) cut-slope unit shall consist of one (1) borehole drilled to a nominal depth of fifty (50) feet at approximately five hundred (500) foot intervals along the identified cut-slope alignments shown in Exhibit F, unless otherwise directed by AIDEA.

The number, spacing, and locations of cut-slope boreholes are not fully defined at the time of solicitation and will be determined by AIDEA at the time of authorization. Authorization of Phase 5 may include one or more cut-slope units. The Offeror can assume continuity of access, logistics, mobilization, or sequencing between cut-slope units but not between other phases unless expressly authorized in writing by AIDEA.

Helicopter landing zone clearing, drill pad preparation, and access clearing required to support Phase 5 drilling shall be performed under Phase 1, 2 and 3, unless otherwise directed by AIDEA in writing. No costs associated with landing zone clearing or site preparation shall be included in Phase 5 pricing unless explicitly authorized.

Drilling, logging, sampling, documentation, and depth adjustment requirements shall mirror those defined in Phase 1 unless otherwise specified. Borehole spacing along cut-slope alignments may be adjusted by AIDEA based on terrain, geotechnical conditions, or design needs.

Phase 6 – Laboratory Analysis

Phase 6 consists solely of laboratory analysis of soil, rock, and permafrost samples collected under Phases 1 through 5, if and when directed by AIDEA. No laboratory testing is included in the base scope of work unless expressly authorized in writing.

As part of its proposal, the Offeror shall identify its capability to perform geotechnical laboratory testing, either in-house or through qualified subcontracted laboratories. Identification of laboratory capability is for informational and qualification purposes only. If the Offeror does not have the capacity or capability to conduct this Phase, then the Offeror may omit this section in their proposal and leave the cost of this Phase blank in the Schedule of Values. This phase is not evaluated or part of the scoring of Offerors.

The scope, type, quantity, and parameters of laboratory testing shall be defined by AIDEA and authorized separately through written direction. Authorized testing may include, but is not limited to, classification testing, index properties, strength testing, consolidation, frost susceptibility, thermal properties, or other analyses necessary to support geotechnical design and evaluation. Only testing expressly authorized by AIDEA shall be performed.

Laboratory testing, if authorized, shall be performed in accordance with applicable ASTM, AASHTO, and other industry-recognized standards, as appropriate for the material type and test method.

Laboratories performing the work shall be appropriately accredited and qualified for the testing performed.

Laboratory results shall be documented in formal test reports suitable for use by AIDEA and its design consultants. Reports shall clearly identify sample identifiers, borehole references, test methods, results, and any deviations from standard procedures. Digital copies of all laboratory reports shall be submitted in formats compatible with standard geotechnical data management systems.

Pricing for Phase 6 shall be provided separately in the Schedule of Values. No laboratory testing costs shall be incurred, and no compensation shall be due, unless testing is authorized in writing by AIDEA.

Structure and Requirements

1. General Requirements

General requirements applicable to all phases of work under this scope of work as applicable or specified otherwise:

Work includes full responsibility for sample collection, handling, documentation, and delivery. All samples shall be properly labeled, preserved, protected from damage or degradation, and transported in accordance with laboratory requirements. Complete chain-of-custody documentation shall be maintained from collection through delivery to AIDEA's designated third-party geotechnical laboratory. The Offeror shall provide a digital database containing borehole logs, sample inventories, photographs, and associated field data in formats compatible with standard geotechnical data management systems.

The Offeror shall collect, preserve, document, store, and transport all soil, rock, and permafrost samples in a manner that maintains sample integrity and suitability for laboratory testing and geotechnical evaluation. All sampling shall be performed in accordance with applicable ASTM, AASHTO, or other industry-recognized standards appropriate to the material type and sampling method.

The Offeror is solely responsible for ensuring that all samples delivered to AIDEA's designated third-party geotechnical laboratory are in a condition and of a quality sufficient to permit preparation of a Geotechnical Report suitable for structural bridge design.

Work will occur on lands managed by federal, state, borough, and private entities. AIDEA will obtain and provide all access permits required for the defined scope. The Offeror is responsible for any other permits need to conduct the specified scope. The Offeror is responsible for complying with all permit conditions and for obtaining any permits required for its means and methods, including but not limited to those related to fuel handling, temporary camps, equipment staging, aviation operations, and waste management.

All work shall be performed in accordance with applicable federal, state, and local codes, regulations, and standards. Drilling methods shall not cause thawing of overburden soils, and water shall not be used for drilling. Minimum core diameter shall be four inches.

Field personnel responsible for soil and rock logging shall have a minimum of three years of documented experience, including experience describing frozen soils and ground ice in accordance with ASTM D4083.

Access shall be limited to approved corridors and methods shown on the Project GIS Map. Overland access is prohibited in restricted areas. Wildlife protection measures and seasonal restrictions shall be observed at all times. If wildlife presence requires suspension of work, the Offeror shall immediately cease activity and notify AIDEA.

In the event of inadvertent discovery of cultural resources, the Offeror shall immediately stop work in the vicinity, protect the discovery, notify AIDEA verbally, and submit written notification within twenty-four hours. Work shall not resume until authorized.

As required by private landowners, the Offeror shall accommodate up to 3 additional occupants at field camps, work sites and in transportation.

2. Cultural Resources Protection

All Work performed under this Contract is subject to cultural and archaeological resource protection requirements. The Offeror shall ensure that all personnel assigned to the Work remain alert to the potential presence of cultural resources at all times. Cultural resources include, but are not limited to, archaeological materials, historic artifacts, features, human remains, funerary objects, sacred objects, objects of cultural patrimony, or any site or feature of cultural significance, whether located on the ground surface or encountered below ground during drilling, clearing, access, or related activities.

If any cultural resource, suspected cultural resource, or cultural feature is observed or encountered during the performance of the Work, the Offeror shall immediately stop work in the vicinity of the discovery. The Offeror shall take reasonable measures to avoid further disturbance, damage, or exposure of the discovery. Under no circumstances shall cultural materials be collected, moved, disturbed, or removed from the site.

The Offeror shall immediately notify AIDEA or AIDEA's authorized representative verbally upon discovery of a cultural resource. A written notification shall be submitted within twenty-four (24) hours of the discovery and shall include a summary of the discovery, the location, the nature of the material or feature observed, and the actions taken to protect the area.

Pending further direction from AIDEA, the Offeror shall clearly mark and establish a protective buffer around the discovery area sufficient to prevent inadvertent disturbance. Temporary protective measures shall be implemented as necessary to prevent damage from weather, equipment, or personnel access. Work within the affected area shall not resume until written authorization is provided by AIDEA.

AIDEA will determine the appropriate course of action in coordination with applicable agencies and landowners. This may include avoidance, monitoring, relocation, or other measures required to comply with state and federal cultural resource protection requirements. The Offeror shall comply with all directions issued by AIDEA regarding cultural resource protection.

When performing Work on lands owned by private landowners culture monitoring will occur. As required by private landowners, the Offeror shall accommodate up to 3 additional occupants at field camps, work sites and in transportation. Any cultural monitoring requirements shall apply regardless of whether other agency monitoring is present.

3. Personnel and Drilling Requirements

The Offeror shall provide personnel with qualifications and experience appropriate for the Work. Field personnel responsible for soil and rock core logging, sampling, and geotechnical characterization shall have a minimum of three (3) years of documented field experience performing similar work. This experience shall include logging and description of frozen soils and ground ice in accordance with ASTM D4083. Documentation demonstrating compliance with this requirement shall be provided as part of the proposal and maintained throughout the duration of the Work.

All drilling operations shall utilize a minimum core diameter of four (4) inches unless otherwise authorized by AIDEA in writing. Drilling methods shall be selected and executed to preserve in-situ ground conditions and shall not result in thawing of overburden soils or permafrost. Water shall not be used for drilling in frozen ground unless expressly approved by AIDEA.

The Offeror shall employ drilling techniques and equipment appropriate for arctic and subarctic conditions and shall adjust methods as necessary to prevent thermal disturbance, maintain sample integrity, and achieve the investigation objectives. If thawing of overburden soils is observed, the Offeror shall immediately modify drilling methods to prevent further thermal disturbance and notify AIDEA.

4. Phased Authorization

The Work under this Contract is organized into discrete phases. Phase 1 is anticipated to be authorized at Notice to Proceed. Authorization of subsequent phases shall be at AIDEA's sole discretion and shall be issued individually through written notice. The Offeror shall not perform Work under any phase unless that phase has been formally authorized by AIDEA.

Pricing shall be structured by phase and shall clearly identify costs associated with each authorized phase. Unit pricing for borehole depth adjustments, mobilization, drilling, instrumentation, and other applicable activities shall be identified in accordance with the Contract Documents.

Authorization of any phase beyond Phase 1 is expressly contingent upon the availability of funding, receipt of required land access rights, and issuance of applicable permits and approvals. AIDEA makes no representation or guarantee that any phase other than Phase 1 will be authorized, and the inclusion of additional phases in this Scope of Work is for planning and pricing purposes only.

The Offeror acknowledges that delays or non-authorization of subsequent phases due to funding limitations, land access constraints, permitting conditions, or other factors outside AIDEA's control shall not constitute a change in scope, suspension, or termination for convenience, and shall not entitle the Offeror to additional compensation, standby, demobilization, or claims of any kind, except as expressly authorized in writing by AIDEA.

Where operating conditions differ seasonally, the Offeror shall clearly identify winter and summer rates in the proposal. Seasonal rates shall apply consistently to labor, equipment, aviation support, standby, and other time-dependent costs. Any changes to rates based on seasonal transitions shall be clearly defined in the Schedule of Values.

5. Schedule of Values and Pricing Structure

The Offeror shall submit a detailed Attachment 1 - Schedule of Values that clearly allocates all proposed costs to the phases defined in this Scope of Work. Each phase shall be priced independently and shall be fully self-contained. No costs may be shared, blended, or distributed across phases. AIDEA intends to authorize phases independently, and the pricing structure shall reflect the assumption that each phase may be awarded, delayed, or not awarded at AIDEA's sole discretion.

5.1. Phase-Specific Pricing

Each phase identified in this Scope of Work shall have its own total price reflected as a distinct grouping within the Attachment 1 - Schedule of Values. Phase pricing shall include all costs necessary to fully perform that phase, including but not limited to mobilization, demobilization, staffing, equipment, logistics, aviation support, fuel management, permitting compliance, reporting, and closeout activities required for that phase.

Phase 1 pricing shall explicitly include all requirements described in Phase 1 of this Scope, including winter drilling, coring, permafrost instrumentation, snow and ice surveys, sample collection and management, sample delivery, data compilation, and reporting. No Phase 1 costs may be deferred to or assumed within later phases.

For Phases 2 through 6, pricing shall include mobilization and demobilization costs as required to perform each phase independently. The Offeror shall not assume continuity of crews, equipment, camps, aviation contracts, or logistics between phases unless explicitly authorized by AIDEA in writing.

5.2. Mobilization and Demobilization

Mobilization and demobilization costs shall be shown as phase-level line items and shall not be distributed across individual drill sites. Aviation mobilization and demobilization shall be identified separately from ground or equipment mobilization. Each phase shall include its own mobilization and demobilization pricing consistent with the assumption of independent authorization.

5.3. Drilling Pricing and Nominal Boreholes

Drilling costs shall be priced based on the nominal borehole depths defined in each phase of this Scope of Work. For Phase 1 river crossing drilling, the Schedule of Values shall include pricing for boreholes drilled to a nominal depth of one hundred (100) feet. The Offeror shall also include a distinct line item price for one hundred (100) foot boreholes located near helicopter landing zones, recognizing the differing logistics and operational efficiencies associated with proximity to established LZs.

For summer phases, drilling shall be priced based on the applicable nominal depths defined for each phase. Failure to clearly separate pricing by drill site and phase may render the proposal non-responsive.

5.4. Unit Pricing for Borehole Depth Adjustments

The Schedule of Values shall include unit pricing on a per-linear-foot basis for borehole depth adjustments as described in the applicable phases of this Scope of Work. A single unit price shall apply within each phase for drilled depths exceeding or falling short of the nominal borehole depth.

Unit pricing shall be shown separately for each phase where depth adjustments are applicable and shall not be averaged or shared across phases. All depth-based adjustments shall be reconciled in accordance with the procedures described in the Scope of Work.

5.5. Small/Medium River Crossing Unit Pricing (Bridges Less Than 150 Feet)

Pricing for Phase 3 (Small/Medium River Crossing Drilling – Bridges Less Than 150 Feet) shall be provided on a unit basis. The Schedule of Values shall include a line item price for one (1) complete river crossing unit, defined as one (1) bridge crossing location with two (2) boreholes drilled to a nominal depth of fifty (50) feet each.

The unit price shall include all costs necessary to perform the drilling work for a single river crossing unit, including but not limited to mobilization and demobilization, drilling, logging, sampling, sample handling, documentation, equipment, aviation or ground access, logistics, fuel management, and compliance with all requirements of this Scope of Work.

Unit pricing shall assume that all river crossing units are authorized concurrently under a single Phase 3 authorization. River crossing units may be distributed across multiple locations; however, continuity of access, logistics, mobilization, and sequencing within Phase 3 is assumed for pricing purposes. No cost sharing, averaging, or spreading of costs across phases is permitted.

Unit pricing for borehole depth adjustments beyond the nominal fifty (50) feet shall be provided on a per-linear-foot basis in accordance with Section 5.4 and shall apply independently to each borehole within a river crossing unit.

5.6. Material Site Unit Pricing

Pricing for Phase 4 (Material Site Drilling) shall be provided on a unit basis. The Schedule of Values shall include a line item price for one (1) complete material site unit, defined as six (6) boreholes drilled to a nominal depth of sixty (60) feet each.

The unit price shall include all costs necessary to perform the work for a single material site unit, including but not limited to mobilization and demobilization, drilling, logging, sampling, sample handling, documentation, equipment, aviation or ground access, logistics, fuel management, and compliance with all requirements of this Scope of Work.

Unit pricing shall assume that all material units are authorized concurrently under a single Phase 4 authorization. Material units may be distributed across multiple locations; however, continuity of access, logistics, mobilization, and sequencing within Phase 4 is assumed for pricing purposes. No cost sharing, averaging, or spreading of costs across phases is permitted.

Unit pricing for borehole depth adjustments beyond the nominal sixty (60) feet shall be provided on a per-linear-foot basis in accordance with Section 5.4 and shall apply independently to each borehole within a material site unit.

5.7. Cut-Slope Unit Pricing

Pricing for Phase 5 (Cut-Slope Drilling) shall be provided on a unit basis. The Schedule of Values shall include a line item price for one (1) complete cut-slope unit, defined as one (1) borehole drilled to a nominal depth of fifty (50) feet at approximately five hundred (500) foot intervals along identified cut-slope sites shown in Exhibit F.

The unit price shall include all costs necessary to perform the work for a single cut-slope unit, including but not limited to mobilization and demobilization, drilling, logging, sampling, sample handling, documentation, equipment, aviation or ground access, logistics, fuel management, and compliance with all requirements of this Scope of Work.

Unit pricing shall assume that all cut-slope units are authorized concurrently under a single Phase 5 authorization. Cut-slope units may be distributed across multiple locations; however, continuity of access, logistics, mobilization, and sequencing within Phase 5 is assumed for pricing purposes. No cost sharing, averaging, or spreading of costs across phases is permitted.

Unit pricing for borehole depth adjustments beyond the nominal fifty (50) feet shall be provided on a per-linear-foot basis in accordance with Section 5.4 and shall apply independently to each cut-slope borehole.

5.8. Included Costs

All costs associated with equipment, logistics, fuel, sample handling, overhead, profit, subcontractors, standby, and seasonal conditions shall be included within the applicable phase prices and unit prices shown in Attachment 1. These costs shall not be separately itemized as standalone Schedule of Values line items.

The Offeror shall ensure that all phase prices and unit prices fully account for the requirements of this Scope of Work, including but not limited to mobilization, demobilization, staffing, equipment, aviation or ground access, logistics, fuel procurement and handling, environmental compliance, reporting, and closeout activities.

5.9. Reference Rates

For contract administration and potential change order evaluation purposes only, the Offeror shall provide reference rates for the following cost components as part of its proposal:

- Daily operating rates by major equipment category
- Authorized standby or weather day rates
- Aviation support rates, where applicable
- Labor rate schedules by classification
- Fuel Cost

- Phase 6 pricing

These reference rates shall not be evaluated for award, shall not be represented as Schedule of Values line items, and shall not be construed as authorization to incur such costs.

5.10. Schedule Integration

All Schedule of Values line items shall be represented as activities on the project schedule. The total proposed contract price shall equal the sum of all Schedule of Value line items for the phases listed on Attachment 1.

Unit cost items, including quantity-dependent or Phase 4-6 tasks, are not required to be shown as discrete activities on the project schedule, as the quantities and timing of such work will be determined by AIDEA at the time of authorization.

5.11. Evaluation

For purposes of proposal evaluation, Offerors will be evaluated based on the total proposed contract price, inclusive of all phase pricing submitted in accordance with this Scope of Work. The total proposed contract price shall reflect the sum of all proposed phase prices included in Attachment 1 - Schedule of Values.

Unit prices, including but not limited to per-linear-foot borehole depth adjustments, unit only pricing, or other quantity-dependent pricing will not be factored into the cost evaluation score but can be evaluated under the Means and Methods score.

Prices of items in the reference rates will not be factored into the cost evaluation score or any other evaluation method.

The inclusion of unit pricing does not imply authorization of additional quantities or phases and shall not be interpreted as a commitment by AIDEA to order such work.

SEC. 2.02 CONTRACT TERM AND WORK SCHEDULE

The start and end date for the work is projected to be on or about March 27, 2026, through May 31, 2026. The winter work period for Phase 1 is approved so long as at least six inches of snow cover is on the ground. The contract period will encompass completion of all tasks and deliverables at the discretion of the Authority through the issuance of a Notice to Proceed (NTP). 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 Offeror prior to the contract start date or NTP.

SEC. 2.03 DELIVERABLES

The Offeror shall provide all deliverables identified in this section in accordance with the Scope of Work. The Offeror is responsible for determining and describing the technical approach, methods, sequencing, and project controls necessary to produce all required deliverables safely, accurately, and within the required schedule.

Deliverables shall be provided under three (3) distinct cadences:

1. **Deliverables submitted with the Proposal**
2. **Deliverables submitted following issuance of the Notice to Proceed (NTP)**
3. **Deliverables submitted on an ongoing or recurring basis throughout the life of the Project,** at intervals specified herein or as otherwise directed by AIDEA in writing

Deliverables may include, but are not limited to, reports, schedules, logs, data files, drawings, databases, and other documentation required by this solicitation and the Contract Documents. All deliverables are subject to review and acceptance by AIDEA. Acceptance of required deliverables is a condition precedent to payment and/or continued performance. The Offeror is solely responsible for the timely, complete, and accurate submission of all required deliverables.

Deliverables Submitted with the Proposal

The Proposal shall include, at a minimum, the following:

- **Base Technical Proposal**, describing the Offeror's understanding of the Scope of Work and proposed means and methods and all requirements detailed in this RFP.
- **Attachment 1 – Schedule of Values**, fully completed in accordance with the Scope of Work
- **Baseline Schedule**, aligned with the proposed Phase 1 and 2, Schedule of Values, and anticipated sequencing of work

No additive alternates are included under this solicitation. All work is defined and priced by phase as described in the Scope of Work.

Deliverables Submitted Following Notice to Proceed (One-Time Submittals)

The following deliverables shall be submitted after issuance of the Notice to Proceed and approved by AIDEA prior to commencement of field activities, unless otherwise authorized in writing.

Project Management Plan

The Offeror shall submit a comprehensive Project Management Plan ideally aligned with the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) but alternatives are acceptable. The Project Management Plan shall be reviewed and approved by AIDEA and shall serve as the controlling framework for project execution, reporting, and controls.

The Project Management Plan shall include, at a minimum:

- Project organization and roles
- Communication and decision-making protocols
- Change management procedures
- Quality management approach
- Document control procedures
- Initial templates for recurring deliverables (logs, reports, registers, schedules)

Risk Management Plan

- A PMBOK-aligned Risk Management Plan describing processes for identifying, analyzing, prioritizing, responding to, and monitoring project risks
- Definition of risk scoring methodology, ownership, escalation thresholds, and reporting cadence

Health and Safety Plan

- A comprehensive Health and Safety Plan addressing:
 - Remote winter and summer operations
 - Field personnel safety
 - Emergency access, communications, and evacuation
 - Coordination with aviation and ground activities
- Fuel and hazardous materials safety procedures
- Cultural and environmental protection measures consistent with permit conditions

Project Controls Plan

- A written Project Controls Plan describing methods used to monitor and control scope, schedule, cost, risk, quality, and performance
- Integration of schedule, progress measurement, and payment verification

Baseline Schedule (Post-NTP)

- A baseline schedule reflecting the approved Work Breakdown Structure (WBS)
- Identification of key milestones and the critical path
- Integration of measurable deliverables tied to progress and payment

Ongoing and Recurring Deliverables

The following deliverables shall be maintained and updated throughout the life of the Project, at the intervals specified below or as otherwise directed by AIDEA.

Field Data and Technical Deliverables

- Complete borehole logs and associated field data for all exploration locations
- GPS coordinates and identifiers for each borehole
- Documentation of field blow counts, groundwater observations, frozen soil conditions, and key subsurface characteristics
- Sample inventories and chain-of-custody documentation

Risk Register and Risk Reporting

- A project Risk Register updated prior to each weekly Owner's meeting
- Risks to include, at a minimum: operational, environmental, logistical, safety, fuel management, cultural, and regulatory risks
- Documentation of mitigation strategies, responsible parties, and status of response actions
- Integration of known risks into the two-week look-ahead schedule

Fuel and Hazardous Materials Controls

- Ongoing monitoring and documentation of fuel transport, storage, and handling
- Spill prevention and response readiness consistent with regulatory and landowner requirements
- Updates to fuel storage locations and volume estimates as conditions change

Schedule Updates

- Weekly two-week look-ahead schedules
- Regular updates reflecting progress, variances, recovery actions, and forecasted completion dates for key activities

Earned Value and Performance Metrics

- Tracking and reporting of earned value metrics, including Schedule Performance Index (SPI)
- Variance analysis and recovery strategies required when SPI falls below 1.00
- Reporting of metrics at each Owner's meeting

Reporting

- Weekly Status Reports summarizing:
 - Daily field activities
 - Safety performance

- Drilling progress
- Risk status
- Sample inventory
- Monthly Progress Reports including:
 - Schedule updates
 - Earned value metrics
 - Risk register updates
 - Summary of completed and planned work
- Trip Reports submitted within thirty (30) days of completion of each major field deployment

Lessons Learned

- Ongoing capture and documentation of lessons learned throughout the Project, discussed at Owner's meetings
- A Final Lessons Learned Report at project closeout summarizing key issues, effective mitigation strategies, and recommendations for future phases

Closeout Deliverables

- Final versions of all required deliverables
- Complete digital data package
- Final reports and documentation sufficient to support future project phases

Deliverable Formats

Deliverables shall be submitted in the following formats unless otherwise approved by AIDEA:

- GIS shapefiles
- Excel and CSV formats for databases
- PDF format for reports
- AutoCAD files for surveys, profiles, and drawings

Authority and Communications

Only the Authority's designated Contract Manager or authorized designee may issue direction that affects contract performance, scope, cost, or schedule. AIDEA shall not be obligated for actions taken by the Offeror based on communications from any other party.

Limitation

This section is not intended to enumerate every contractual requirement. The Offeror remains responsible for compliance with all provisions of the Contract Documents.

SEC. 2.04 CONTRACT TYPE

Shall be a Firm Fixed Price Contract for all Phases.

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

An Offeror shall not list, as a subcontractor, any contractor that will, whether directly or indirectly, sublet, assign, delegate, or otherwise transfer a majority of the work required under the Contract to another entity.

Any proposal structure in which the named subcontractor functions as a conduit, intermediary, or coordinating entity for additional subcontractors performing the majority of the work shall be deemed a violation of this subsection.

The named Offeror must retain direct responsibility for contract performance, exercise primary managerial and operational control, and perform a substantial portion of the work with its own forces. Any arrangement that, in substance or effect, resembles a joint venture, teaming arrangement, or pass-through prime, regardless of how it is labeled, shall be considered non-responsive per section 2.17.

Specifically, an Offeror is non-responsive if (i) a listed subcontractor subcontracts more than fifty percent (50%) of its assigned scope, or (ii) the combined scope of second-tier subcontractors under a single listed subcontractor exceeds the scope retained and performed by that subcontractor.

An Offeror 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 Offeror 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 Offeror's required state or federal affirmative action requirements;
- 9) Refuses to agree or abide with the Offeror's labor agreement; or
- 10) Is determined by the Authority to be not responsible.

In addition to the circumstances described above, an Offeror 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.

An Offeror 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 an Offeror 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 adjudication, assess a penalty on the Offeror 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 Offeror 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 Offeror to make corrections or modifications if needed in order to accomplish the contract's intent. The Offeror will not unreasonably withhold such changes.

Substantial failure of the Offeror to perform the contract may cause the Authority to terminate the contract. In this event, the Authority may require the Offeror 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 Offeror 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 Offeror with a written description of the additional work and request the Offeror 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 Offeror 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

Offeror 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 Offeror 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 Offeror with all applicable federal and state law, including the Social Security Act and HIPAA. The Offeror 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 Offeror or a Offeror's agent or otherwise made available to the Offeror or a Offeror's agent in connection with this contract, or acquired, obtained or learned by the Offeror or a Offeror's 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 Offeror shall hold as confidential during the performance of services under this contract includes:

If confidential information is requested to be disclosed by the Offeror 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 Offeror 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 Offeror 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 Offeror

must be provided to the Authority within a reasonable time after the Offeror'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 Offeror 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 Offeror under this agreement. The Offeror 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 Offeror and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Offeror" 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 Offeror and in approving or accepting the Offeror's work.

SEC. 2.14 INSURANCE REQUIREMENTS

Without limiting the Offeror's indemnification, it is agreed that the Offeror 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 Offeror'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 Offeror'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 Offeror 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 Offeror 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 Offeror 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 Offeror'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) DRILLING FIELD WORK"
Project Number(s): AIDEA26-048

A copy of insurance requirements for this Contract will be provided upon contract negotiations. 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)
AIDEA26-048 – AMBLER ACCESS (AAP) DRILLING 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 Offeror at all times must be financially solvent and have the ability to conduct business. Any agreement, contract or proposal with the Offeror will terminate without notice to the Offeror in the event that the Offeror:

(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 Offeror 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 Offeror, 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 Offeror 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 Offeror, terminate the Offeror'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**.

SEC. 2.17 JOINT VENTURES

Joint ventures will not be allowed.

SECTION 3. PROPOSAL FORMAT AND CONTENT

SEC. 3.01 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 Authority should contact regarding the proposal.

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

The Authority discourages overly lengthy and costly proposals, however, in order for the Authority to evaluate proposals fairly and completely, Offerors 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 Offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. Offerors 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 Offeror'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 Offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90 days from the date set as the deadline for receipt of proposals.

(b) OFFEROR'S CERTIFICATION

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

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

If any Offeror fails to comply with [a] through [g] of this paragraph, the Authority reserves the right to disregard the proposal, terminate the contract, or consider the Offeror 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 Offeror. The Executive Director's determination regarding any questions of conflict of interest shall be final.

(e) FEDERAL REQUIREMENTS

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

SEC. 3.03 EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP. This chart must also include all identified subcontractors.

Offerors 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

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

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

Offerors 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 Offeror's firm.

SEC. 3.04 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. 3.05 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 Authority's project schedule.

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

SEC. 3.06 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 Authority's project schedule.

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

SEC. 3.07 COST PROPOSAL

Offerors must complete and submit this Submittal Form, see Attachment 1.

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

The Offeror 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 Offeror.

SEC. 3.08 BID BOND – PAYMENT/PERFORMANCE BOND

Bid Bond

Offerors are not required to obtain a bid bond to submit a proposal.

Payment/Performance Bond

Offerors are required to obtain a Payment/Performance bond to perform these services and to enter into a contract with the Authority. The Offeror 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 OFFEROR SELECTION**.

SECTION 4. EVALUATION CRITERIA AND OFFEROR 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 procurement department designee, 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 | 150 |
| Total | 600 |

| Cost Criteria | Weight |
|----------------------|---------------|
| Cost Proposal | 400 |
| Total | 400 |

| 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 Offeror'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 drilling field work in Arctic or sub-Arctic terrain and reflect the Offeror'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, travel considerations, 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, appropriate vehicles, and manage remote sites in compliance with applicable tundra protocols.
- Demonstrate adequate support infrastructure, resources, and experience relevant to 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 Offeror'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.
- Site preparation methods, including use of vehicles and landing helicopters in the 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 helicopter transport and contingency plans for weather-related disruptions.

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

Note: For purposes of evaluation under this section, **unit pricing and line-item pricing required by the Scope of Work (including unitized phases, borehole depth adjustments, standby rates, and other non-reference pricing)** will be evaluated as part of the Means and Methods score to assess the realism, internal consistency, and technical credibility of the proposed approach.

SEC. 4.06 PROPOSED PROJECT STAFF (200 POINTS)

Proposals will be evaluated against the criteria set out below:

Identify and provide qualifications for key Offeror 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.
- Building and managing operational sites in the tundra.
- Installing thermistor instrumentation and establishing data logger stations.
- Operating field logistics in remote locations 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) (400 Points)

Overall, a minimum of **40%** 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.

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$

Offeror #3 receives 336.8 points.

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$

SEC. 4.09 ALASKA OFFEROR PREFERENCE (10%)

Per 3 AAC 100.140, 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 Offeror.

SEC. 5.02 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 Bidders Preference, an Offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offeror 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/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 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 Offeror 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 Offeror's capacity to fulfil the contract. An Offeror 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 OFFEROR 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 Offeror(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 Offeror 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 Offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in a conference room of the AIDEA/AEA Building in ANCHORAGE, Alaska.

The contract negotiations take place in ANCHORAGE, Alaska, and if the Offeror needs to attend in person they will be responsible for their travel and per diem expenses.

SEC. 5.06 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 Authority, after a good faith effort, simply cannot come to terms,

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

SEC. 5.07 OFFEROR/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 Offerors who submitted proposals. The notice will set out the names of all Offerors and identify the Offeror 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 3 AAC 100.900 (16) 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 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 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 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 Offerors 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 Offeror will be required to sign the Authority's Standard Agreement Form for Professional Services Contracts **OR** Standard Contract Form for Goods and Non-Professional Services. This form is attached with the RFP for your review. The Offeror 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 Offeror/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 Offeror 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 OFFEROR

Per 3 AAC 100.070, unless provided for otherwise in the RFP, to qualify as a 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 Chief Procurement Officer may not accept the Offeror as a qualified Offeror 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 Offeror certifies that the Offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

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

Failure to comply with this requirement will cause the 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

Offeror must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30 and 3 AAC 100), 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.

Offeror may not qualify the proposal nor restrict the rights of the Authority. If a Offeror 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 Offeror 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 Offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an Offeror submits with its proposal as CBI, the Offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the Offeror asserts make the information CBI. If the Offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the Offeror does these things, the Authority will evaluate the Offeror'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 Offeror an opportunity to object to the disclosure of the information.

SEC. 5.20 ASSIGNMENT

The Offeror 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 Offeror 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 3 AAC 100.150.

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 Offeror 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 Offeror 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 Offeror 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 Offeror is required to pay or bear, or does not obtain a refund of, through the Offeror'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 – Schedule of Values/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-13– Performance Bond
- 6) Attachment 6 – Form 25D-12 – Payment Bond
- 7) Attachment 7 – Alaska Bidder/Offeror/Veteran Preference Certification
- 8) Attachment 8 – Example of Professional Service Agreement Form with Appendix
- 9) Exhibit A – Route Map
- 10) Exhibit B – Large River Crossing Borehole and Permafrost Thermistor Locations
- 11) Exhibit C – Landing Zone Locations
- 12) Exhibit D – Small/Medium River Crossing Borehole Locations
- 13) Exhibit E – Material Site Locations
- 14) Exhibit F – Cut-Slope Locations