



STATE OF ALASKA

Department of Natural Resources

Request for Proposal

RFP 10 190000066 - 1

TITLE:

Geospatial Imagery Services for DGGS/Geospatial Council

PURPOSE:

The successful respondent will host and serve imagery tiles through an open geospatial consortium compliant web mapping service (WMS), tile service (WMTS) and other means, such as KML and tile downloads for authorized users, and serve as the primary point of contact for support questions and assimilation of ad-hoc imagery datasets into the imagery repositories.

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

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

Date of Issue: April 18, 2019

Deadline for Receipt of Proposals: May 14, 2019 14:00:00

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

PROCUREMENT OFFICER: Marlys Hagen
TELEPHONE NUMBER: (907)269-8666
EMAIL: marlys.hagen@alaska.gov

BID RECEIVING LOCATION:
Support Services ANC Admin
Attn: Procurement
550 West 7th Avenue
Anchorage, AK 99501-3564

PREFERENCES

Does your business qualify for the Alaska bidder preference?

☐ Yes ☐ No

Does your business qualify for the Alaska veteran preference?

☐ Yes ☐ No

PROPOSAL SCHEDULE

Event Date	Event Description
05/14/19	Proposals Due Date; 2:00pm

LINE ITEMS

Line No.	Description	Quantity	Unit	Unit Cost
1	Geospatial Imagery Services for DGGS/Geospatial Council			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
06/07/19	06/30/20			

Extended Description:

The Department of Natural Resources, Div. of Geological & Geophysical Surveys is soliciting proposals for geospatial imagery services on behalf of the Alaska Geospatial Council. as described in this RFP.

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

EVALUATION CRITERIA

<i>The following criteria will be used when determining the award of this solicitation</i>			
Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)
1	Cost	20	
7	AK Offeror Pref	10	
2	Experience	30	
5	Understanding	20	
	Methods/Mgmt	20	

Terms and Conditions

No.	Name	Section
004	Request for Proposals	

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RFP 190000066

Geospatial Imagery Services

1. INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

The Department of Natural Resources (DNR), Division of Geological & Geophysical Surveys, is soliciting proposals for geospatial imagery services on behalf of the Alaska Geospatial Council. The successful respondent will host and serve imagery tiles through an open geospatial consortium compliant web mapping service (WMS), tile service (WMTS) and other means, such as KML and tile downloads for authorized users, and serve as the primary point of contact for support questions and assimilation of ad-hoc imagery datasets into the imagery repositories. A more detailed description including the Scope of Work can be found in Section 3 of this RFP.

1.02 Budget

Department of Natural Resources, Division of Geological & Geophysical Surveys estimates a budget of between \$125,000 and \$145,000 per year for completion of this project. Proposals priced at more than \$150,000 per year may be considered non-responsive.

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

1.03 Deadline for Receipt of Proposals

Proposals must be received by the DNR Procurement Section no later than the prevailing Alaska Time on the date shown on page one of this RFP as the Deadline for Receipt of Proposals. Faxed or emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

1.04 Prior Experience

For offers to be considered responsive offerors must meet these minimum prior experience requirements:

1. At least three years' experience building and maintaining a WMS of high-resolution imagery.
2. At least three years' experience managing and maintaining high-volume imagery datasets, capable of load balancing simultaneous requests and an average of 3500+ service requests per hour.
3. At least three years' experience providing authorized access to restricted datasets.

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.

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1.05 Required Review

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

1.06 Questions Prior to Deadline for Receipt of Proposals

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

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

Procurement Officer: Marlys Hagen – PHONE 907-269-8666 - FAX 907-269-8909 - TDD 907-269-8411 – Email dnr.ssd.procurement@alaska.gov

1.07 Return Instructions

If using the U.S. mail, a delivery service, or delivering in person offerors must submit four hard copies of their technical proposal and one hardcopy of their cost proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Natural Resources
Support Services Division
Procurement Section
Attention: Marlys Hagen, Procurement Officer
Request for Proposal (RFP) Number: 190000066
RFP Title: Geospatial Imagery Services
550 W. 7th Avenue, Suite 1330
Anchorage, Alaska 99501

The sealed proposal package(s) must be received within the DNR Procurement Office no later than the Deadline for Receipt of Responses. Late proposals will be considered non-responsive

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and will not be accepted or opened by the DNR Procurement Office.

If submitting a faxed proposal it is the offeror's responsibility to contact the DNR Procurement Section at 907-269-8666 to make arrangements prior to faxing the proposal and to confirm that the proposal has been received. The DNR Procurement Section's fax number is 907-269-8909. If submitting a proposal by fax please send only one copy of the technical and cost proposal. The state is not responsible for unreadable, corrupt, or missing attachments, or for delays in transmission between the sender and DNR Procurement. Faxed proposals must be received in their entirety by the DNR Procurement Section no later than the Deadline for Receipt of Responses. Late proposals will be considered non-responsive and will be rejected.

If submitting a proposal via email the technical proposal and cost proposal must be saved as separate PDF documents and emailed to dnr.ssd.procurement@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line. The maximum size of a single email (including all text and attachments) that can be received by the state is **20mb** (megabytes). If the email containing the proposal exceeds this size the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. Please send only one copy of the technical and cost proposal if submitting a proposal via email. It is the offeror's responsibility to contact the issuing agency at 907-269-8666 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments, or for delays in transmission between the sender and DNR Procurement. Also, DNR Procurement will not accept emailed proposals in a modifiable file format, i.e., MS Word, etc. Emailed proposals must be received in their entirety by the DNR Procurement Section no later than the Deadline for Responses. Late proposals will be considered non-responsive and will be rejected.

Offers not received in their entirety by the DNR Procurement Section no later than the Deadline for Receipt of Responses will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

1.08 Proposal Contents

The following information must be included in all proposals.

(a) Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(b) Offeror's Certification

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

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[a] the laws of the State of Alaska;
[b] the applicable portion of the Federal Civil Rights Act of 1964;
[c] the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
[d] the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
[e] all terms and conditions set out in this RFP;
[f] a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
[g] that the offers will remain open and valid for at least 90 days; and
[h] that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

(c) Vendor Tax ID

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

(d) Conflict of Interest

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

(e) Federal Requirements

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

1.09 Assistance to Offerors with a Disability

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

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1.10 Amendments to Proposals

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

1.11 Amendments to the RFP

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

1.12 RFP Schedule

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

- a. Issue RFP April 18, 2019,
- b. Deadline for Receipt of Proposals May 14, 2019,
- d. Proposal Evaluation Committee complete evaluation by May 22, 2019,
- e. State of Alaska issues Notice of Intent to Award a Contract May 24, 2019,
- f. State of Alaska issues contract June 4, 2019,
- g. Contract start June 7, 2019.

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

1.13 Pre-proposal Conference

The State does not anticipate holding a pre-proposal conference at this time. The State reserves the right to schedule one at a later date if necessary. If one is scheduled, a notice will be posted on the State's Online Public Notice, and all registered potential offerors will be notified.

1.14 Alternate Proposals

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different

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than what is asked for) will be rejected.

1.15 News Releases

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

2. BACKGROUND INFORMATION

2.01 Background Information

In 2010, the Alaska Statewide Digital Mapping Initiative (SDMI) kicked off a satellite imagery acquisition project that was extended to include refresh of some coastal areas in 2016. Panchromatic, natural color and color infrared tile mosaics were derived from the imagery. These mosaics include metadata, processing and quality reports and vector cutline files in 1.5 million files totaling 6.5 TB. These and other available orthoimagery were originally compiled and distributed by the University of Alaska Fairbanks Geographic Information Network of Alaska (UAF-GINA) throughout the acquisition phase of the SDMI project and subsequent refresh. Currently the Data is hosted and served by GeoNorth.

Web services supported by these imagery holdings are mission critical for agencies represented on the Alaska Geospatial Council, an expansion of the original interagency SDMI executive team endorsed by the Governor. It is estimated that a new map is drawn from these services by an Alaska state employee every 11 seconds during the work day. Members of the general public, non-state agencies and others including national and international users also access these data feeds. This demand requires stable, reliable services and data access. It also results in a wide range of support inquiries, including highly technical queries and requests requiring technical knowledge, knowledge of Alaska landscapes and regions, and a thorough understanding of licensing requirements for different use cases.

Imagery downloads or large data distribution alternatives (such as hard drives) are available on request. License agreements for the SDMI orthoimagery stipulate non-commercial use of tile datasets, so access is restricted to authorized users only. Determinations as to authorization are currently managed and tracked by GeoNorth per data licensing terms.

In addition to SDMI satellite imagery datasets, an inventory and repository of imagery holdings is maintained from various agencies. These datasets are used together to produce the imagery service known as the 'best data layer', or 'bdl'.

	WMS		WMTS		WCS		Total	
Year	Requests	Volume (GB)	Requests	Volume (GB)	Requests	Volume (GB)	Requests	Volume (GB)
2017	2,253,326	921	20,029,476	942	13,821	2	22,296,623	1,864
2018	42,770,951	1,908	89,676,928	2,133	16,156	1	132,464,035	4,042

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3. SCOPE OF WORK AND CONTRACT INFORMATION

3.01 Scope of Work

The Department of Natural Resources, Division of Geological and Geophysical Surveys is soliciting proposals for geospatial imagery services on behalf of the Alaska Geospatial Council.

The Department wants assistance to host and serve imagery tiles through an open geospatial consortium compliant web mapping service (WMS), tile service (WMTS) and other means such as KML and GeoTIFF tile downloads for authorized users. The Contractor will also serve as the primary point of contact for support questions and assimilation of ad-hoc imagery datasets into the imagery repositories.

The consultant will host and serve the state's imagery datasets as tiled web mapping services (WMS), provide KML and GeoTIFF tile downloads with associated metadata and processing reports for authorized users as defined in the end user license agreement, and serve as the primary point of contact for support questions and assimilation of ad-hoc imagery datasets into imagery repositories.

SPOT satellite imagery will be provided by the State in uncompressed GeoTIFF format and will include: 24-bit simulated natural color, 24-bit false color-infrared, and 8-bit panchromatic (black and white) tile mosaics. Production block files are also supplied with the orthoimagery tiles: aero-triangulation (AT) Report in PDF format, AT block boundary in ESRI shapefile format, cutlines in ESRI shapefile format, QC Master in PDF format, scene boundaries in ESRI shapefile format, and tile layout in ESRI shapefile format. The tiles are clipped to a 20 kilometer x 20 kilometer grid covering Alaska's land area and offshore buffer, with approximately 4,500 grid tiles for each of the three mosaics: simulated natural color, false color infrared, and panchromatic. The bulk of the tiles are at 2.5-meter resolution and are around 400MB on average. 2016 tiles are at 1.5-meter resolution and can be expected to be proportionately larger, around 660MB average size for 310 of the tiles, for a total initial data volume of just over 6 terabytes.

Source scenes (SPOT L1A) used to produce the ortho-tiles will also be hosted and made available for download to authorized users as licensing allows. These are not orthorectified and do not need to be incorporated into a web mapping service. Email verification can be used to verify authorization, with all .gov or .edu domains having access to SPOT L1A source scene and orthotile downloads. Requests that do not meet these criteria must be vetted per end user license agreement terms which restricts commercial use of the data. In most cases this is accomplished through a letter of intent that specifies the work is being done on behalf of a government, non-profit, tribal, or academic entity. The Alaska Department of Natural Resources will provide guidance for any requests falling outside of these guidelines in accordance with Airbus.

The Alaska geospatial community derives considerable value in having additional Alaskan

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imagery accessible in a single web mapping service. Aerial imagery and satellite imagery from agencies including the Alaska Department of Transportation, the Alaska Department of Commerce, Community and Economic Development, city and borough aerial imagery collections, such as Mat-Su, Kenai Peninsula, and Kodiak Island, Anchorage and Fairbanks, USDA-Natural Resource Conservation Service, USDA-Forest Service, National Park Service and Federal Aviation Administration will be included with imagery services and download capabilities as available. Datasets can be expected to be in GeoTiff format and will be provided directly from data owners or through the State. Pricing per volume for these datasets is acceptable in responses. The ability to provide access to Alaskan imagery not currently available in current holdings will also be considered, although data which is publicly licensed (or has the option for such) is strongly preferred.

Distribution of datasets will be, at minimum, open geospatial consortium compliant web mapping services (except for L1A SPOT source scenes) and GeoTiff download with metadata via FTP or similar protocol, as licensing allows. The objective is to provide access as widely as possible, so additional formats and interfaces are encouraged, especially applications which allow clip, ship and zip functionality as described in the Alaska Geo-Portal and Metadata Registry Plan (2014).

Alaska is vast, and several mapping projections are used throughout the state. Web mapping services need to be supported at minimum in Polar Projection (EPSG 3572), Web Mercator (EPSG 3857), and Alaska Albers (EPSG 3338).

For the purposes of low latency and fast response, the server(s) must provide sub-30ms average ping response time, as measured from the State of Alaska's network in Anchorage.

Staff in state agencies that the contractor must interview are:

Mike Hendricks, Geographic Information Coordinator

AK Department of Natural Resources/Div. of Geological & Geophysical Surveys

mike.hendricks@alaska.gov | (907) 451-5029

Steve Masterman, Director and Chair of the Alaska Geospatial Council

AK Department of Natural Resources/ Div. of Geological & Geophysical Surveys

steve.masterman@alaska.gov | (907) 451-5007

The Alaska Geospatial Council imagery subgroup, Contact Information will be provided to the successful Offeror.

Other helpful informational material that is available for review includes:

- The current SDMI data services <http://www.geonorthis.com/AGCServices>

- The Alaska Geospatial Council strategic and business plans at

<http://agc.dnr.alaska.gov/documents/AKGeospatialStrategicPlanFINAL.pdf>

<http://agc.dnr.alaska.gov/documents/AKGeospatialBusinessPlanFINAL.pdf>

The goal of this project is to provide constant, reliable access to the state's geospatial imagery holdings through web mapping services, user support, ingest of ad-hoc datasets, repository database maintenance, and data downloads for authorized users.

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3.02 Contract Term and Work Schedule

The length of the contract will be from the date of award, approximately June 7, 2019, for approximately 12 months.

There will be four (4) one-year renewal options for this contract, which are to be exercised at the sole discretion of the State.

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

3.03 Deliverables

The contractor will be required to provide the following deliverables:

The State of Alaska seeks an imagery service provider to host and distribute imagery datasets acquired and assimilated as part of the Statewide Digital Mapping Initiative (SDMI), including additional ad-hoc imagery such as municipal aerial collections or other project-based orthorectified imagery. Distribution will be provided at minimum as an online web mapping service (WMS), tile service (WMTS) which is compliant with Open Geospatial Consortium standards, Google Earth compatible KML file and tile downloads for authorized (non-commercial) users. The provider will also be the point of contact for support related technical and qualitative questions regarding hosted imagery.

Applications, services, and tools created for this contract, including unique URLs and other branding will become the property of the Department of Natural Resources on behalf of the Alaska Geospatial Council at the close of the contract. All imagery repositories, backup and archive databases, log files and formatted tile caches will be provided to the DNR at the close of the contract.

1. Hosting of state imagery holdings

Hosting shall include all infrastructure maintenance, updates, backup and archive, of existing state imagery and ad-hoc datasets that is provided to the contractor during the contract term.

2. Imagery distribution

Distribution shall be in the form of open geospatial consortium (OGC) compliant tiled web mapping services compatible with major mapping software, Google Earth compatible KML downloads, and tile downloads for authorized users. Provider will update tiled services with new imagery as provided. Accessibility by a wide variety of platforms and formats is preferred, as is broad support for various mapping projections including polar, Alaska Albers, stateplane, UTM and web Mercator. Additional distribution formats should include downloadable tile caches

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covering user-input areas of interest for use in offline mobile applications such as Collector for ArcGIS.

3. User support

Support will be provided regarding technical and qualitative expertise regarding the hosted imagery; provider must also be well versed in licensing requirements of the hosted datasets.

4. Applications, services, and tools created for this contract

Any applications, services or tools developed specifically for this contract for management and distribution of State-owned imagery, including URLs, will become the property of the Department of Natural Resources at the close of this contract and be transferred to the Department of Natural Resources at the close of the contract period.

5. Reports

Monthly usage reports which include the total number of online map service and tile requests and total volume of online map service and tile requests, for each service and dataset provided, will be provided monthly (no later than 30 days following the reporting month's end). Lists of users accessing or requesting SDMI orthotiles or source scenes will be included in usage reports.

3.04 Contract Type

This contract is a fixed price contract, payable in set monthly installments.

3.05 Proposed Payment Procedures

The state will make monthly payments to the Contractor after receipt of a true and correct invoice and periodic reports and other deliverables as defined herein.

3.06 Prompt Payment for State Purchases

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

3.07 Contract Payment

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

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

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3.08 Location of Work

The location(s) the work is to be performed, completed and managed is at the Contractor's location.

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for 1-2 person(s) to make 2-3 trip(s) to Anchorage and Fairbanks. Travel to other locations will not be required.

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

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

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

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

3.09 Third-Party Service Providers

Not applicable to this solicitation

3.10 Subcontractors

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

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in Section 1.04 Prior Experience of this RFP.

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

- a. Complete name of the subcontractor;
- b. Complete address of the subcontractor;

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- c. Type of work the subcontractor will be performing;
- d. Percentage of work the subcontractor will be providing;
- e. Evidence that the subcontractor holds a valid Alaska business license; and
- f. A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

3.11 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture the offeror must submit a copy of the joint venture agreement with the proposal which identifies the principals involved and their rights and responsibilities regarding performance and payment.

3.12 Right to Inspect Place of Business

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

3.13 F.O.B. Point

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

3.14 Contract Personnel

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

3.15 Inspection & Modification - Reimbursement for Unacceptable Deliverables

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

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on

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the identified portion of unacceptable work received) and may seek associated damages.

3.16 Liquidated Damages

The State will include liquidated damages in this contract to assure its timely completion. The amount of actual damages will be difficult to determine. For the purposes of this contract the state has set the rate of liquidated damages at \$500 per day. This amount is based on the prorated cost of services and lost productivity of state employees. If the contractor fails to provide stable and reliable imagery web mapping services or downloads, the state will begin to collect liquidated damages each day imagery was not available and will continue to collect them until Services and downloads are available. Liquidated damages will be assessed at \$500/day regardless of whether services were available during part of the day. One day will be considered one consecutive 24-hour period, beginning with the time of service disruption.

Exclusions to this provision: Up to eight hours of scheduled downtime for maintenance will be allowable, to be coordinated in advance in order to minimize disruption. Liquidated damages will not be incurred if the cause is outside the control of the offeror, such as a power outage or force majeure.

3.17 Contract Changes - Unanticipated Amendments

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

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

3.18 Nondisclosure and Confidentiality

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

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Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

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

3.19 Insurance Requirements

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

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

Offerors must review form Appendix B2, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in Appendix B2 must be set out in the offeror's proposal.

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3.20 Termination for Default

If the project manager determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

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

4. PROPOSAL FORMAT AND CONTENT

4.01. Proposal Format and Content

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

4.02 Introduction

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

Proposals must confirm that the offeror will comply with all provisions in this RFP and, if applicable, provide notice that the firm qualifies as an Alaskan bidder.

Proposals must be signed by a company officer empowered to bind the company.

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

An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

4.03 Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule. See Section 5 for more information on specific items to address.

4.04 Methodology and Management Plan for the Project

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Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule. Offerors must also provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule. This should include an organizational chart specific to the personnel assigned to accomplish the work, a clear description or illustration of the lines of authority and the individuals responsible and accountable for completion of each component and deliverable of the work. See Section 5 for more information on specific items to address.

4.05 Experience and Qualifications

Offerors must provide documentation showing that it meets the minimum experience requirements in Section 1.04. Offerors must provide examples of existing online map services offered. Offerors must provide documentation of the experience of the individuals and the firm directly related to the work described in this RFP. Offerors must provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

1. title,
2. resume,
3. location(s) where work will be performed,
4. portion of the work the individual will perform, whether the individual is employed by the offeror or a potential subcontractor.

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed. This information should identify the offered individuals who worked on the project and their role.

See Section 5 for more information on specific items to address.

4.06 Cost Proposal

Cost proposals must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, direct expenses, payroll, supplies, overhead, and profit. Cost proposals must be submitted on the form attached to this RFP.

4.07 Evaluation Criteria

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

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the

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offeror.

5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE PROPOSALS IS 100

5.01 Understanding of the Project (20%)

Proposals will be evaluated against the questions set out below:

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

5.02 Methodology and Management Plan for the Project (20%)

Proposals will be evaluated against the questions set out below:

- a. How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- b. How well does the methodology match and achieve the objectives set out in the RFP?
- c. How well does the methodology interface with the time schedule in the RFP?
- d. How quickly can the deliverables be provided, especially access to web services?
- e. How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- f. How well is accountability completely and clearly defined?
- g. Is the organization of the project team clear?
- h. How well does the management plan illustrate the lines of authority and communication?
- i. To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

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

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

l. To what degree is the proposal practical and feasible?

m. To what extent has the offeror identified potential problems?

n. What additional functionality/capabilities can the offeror provide as a value-added product or service?

o. How realistic and useful are these value-added solutions to industry standard workflows?

5.03 Experience and Qualifications (30%)

Proposals will be evaluated against the questions set out below:

a. Questions regarding the personnel:

[1] Do the individuals assigned to the project have experience on similar projects?

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

[3] How extensive is the applicable education and experience of the personnel designated to work on the project?

[4] How knowledgeable are the individuals assigned to the project about Alaskan terrain and how competent are they to respond to both technical and qualitative data inquiries?

b. Questions regarding the firm and subcontractor (if used):

[1] How well has the firm demonstrated experience in completing similar projects on time and within budget?

[2] How successful is the general history of the firm regarding timely and successful completion of projects?

[3] Has the firm provided references or letters of reference from previous clients?

[4] If a subcontractor will perform work on the contract how well do they measure up to the evaluation used for the offeror?

[5] How extensive is the experience of the firm related to Alaskan terrain and is the firm capable

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of responding to both technical and qualitative data inquiries?

5.04 Contract Cost (20%)

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

Overall, a minimum of 20% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.12.

Converting Cost to Points

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

5.05 Alaska Offeror Preference (10%)

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

6. GENERAL PROCESS INFORMATION

6.01 Informal Debriefing

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

6.02 Alaska Business License and Other Required Licenses

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

Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- a. copy of an Alaska business license;

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

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

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

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

6.03 Site Inspection

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

6.04 Clarification of Offers

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

6.05 Discussions with Offerors

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer.

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or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

6.06 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION. After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

6.07 Contract Negotiation

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they may be held in Anchorage, Fairbanks, or telephonically.

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

6.08 Failure to Negotiate

If the selected offeror

- a. fails to provide the information required to begin negotiations in a timely manner; or fails to negotiate in good faith; or
- b. indicates they cannot perform the contract within the budgeted funds available for the project; or

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c. if the offeror and the state, after a good faith effort, simply cannot come to terms,

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

6.09 Offeror Notification of Selection

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

6.10 Protest

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

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

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

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

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

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

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

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6.11 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Service's web site: <http://doa.alaska.gov/dgs/pdf/pref1.pdf>

Alaska Products Preference - AS 36.30.332
 Recycled Products Preference - AS 36.30.337
 Local Agriculture and Fisheries Products Preference - AS 36.15.050
 Employment Program Preference - AS 36.30.321(b)
 Alaskans with Disabilities Preference - AS 36.30.321(d)
 Alaska Veteran's Preference - AS 36.30.321(f)

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

6.12 Alaska Bidder Preference

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

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

Alaska Bidder Preference Statement

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

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

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

6.13 Alaska Veteran Preference

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- a. sole proprietorship owned by an Alaska veteran;
- b. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- c. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

Alaska Veteran Preference Statement

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

6.14 Alaska Offeror Preference

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

6.15 Formula Used to Convert Cost to Points

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

(Price of Lowest Cost Proposal) x (Maximum Points for Cost) ÷ (Cost of Each Higher Priced Proposal)

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Examples: Converting Cost to Points & Applying Preferences

Formula Used to Convert Cost to Points

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

Offeror #1 \$40,000

Offeror #2 \$42,750

Offeror #3 \$47,500

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

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

Offeror #3 receives 33.7 points.

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

Alaska Offeror Preference

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

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

Step 2: Determine which offerors qualify as Alaska bidders and thus are eligible for the Alaska offerors preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1 83 points No Preference - 0 points

Offeror #2 74 points Alaska Offerors Preference - 10 points

Offeror #3 80 points Alaska Offerors Preference – 10 points

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

Offeror #1 83 points

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Offeror #2 84 points (74 points + 10 points)

Offeror #3 90 points (80 points + 10 points)

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

7. General Legal Information

7.01 Standard Contract Provisions

The contractor will be required to sign and submit the State's Standard Agreement Form generated by the IRIS database or the State's Standard Agreement Form for Professional Services Contracts. Appendix A, General Conditions, is attached to this RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

7.02 Proposal as a Part of the Contract

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

7.03 Additional Terms and Conditions

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

7.04 Human Trafficking

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report. The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>. Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

7.05 Right of Rejection

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

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

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proposal may be rejected.

Minor informalities that:

- a. do not affect responsiveness;
 - b. are merely a matter of form or format;
 - c. do not change the relative standing or otherwise prejudice other offers;
 - d. do not change the meaning or scope of the RFP;
 - e. are trivial, negligible, or immaterial in nature;
 - f. do not reflect a material change in the work; or
 - g. do not constitute a substantial reservation against a requirement or provision;
- may be waived by the procurement officer.

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

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

7.06 State Not Responsible for Preparation Costs

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

7.07 Disclosure of Proposal Contents

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

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

7.08 Assignment

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

7.09 Disputes

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

7.10 Severability

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

7.11 Supplemental Terms and Conditions

Proposals must comply with SEC. 1.12 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a. if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b. if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

7.12 Contract Invalidation

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

7.13 Solicitation Advertising

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

8. ATTACHMENTS

8.01 Proposal Evaluation Form

8.02 Professional Services Standard Agreement Form - Appendix A, General Conditions

8.03 Appendix B1

8.04 Cost Proposal

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8.01 PROPOSAL EVALUATION FORM

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

Person or Firm Name: _____

Name of Proposal Evaluation (PEC) Member: _____

Date of Review: _____

RFP Number: 190000066

EVALUATION CRITERIA AND SCORING

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

7.01 Understanding of the Project—20 Percent

Maximum Point Value for this Section - 20 Points

100 Points x 20 Percent = 20 Points

Proposals will be evaluated against the questions set out below.

1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

NOTES

2) How well has the offeror identified pertinent issues and potential problems related to the project?

NOTES:

3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

NOTES:

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4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

NOTES:

EVALUATOR'S POINT TOTAL FOR 7.01: _____

7.02 Methodology and Management Plan for the Project—20 Percent

Maximum Point Value for this Section - 20 Points

100 Points x 20 Percent = 20 Points

Proposals will be evaluated against the questions set out below.

1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

NOTES:

2) How well does the methodology match and achieve the objectives set out in the RFP?

NOTES:

3) How well does the methodology interface with the time schedule in the proposal?

NOTES:

4) How quickly can the deliverables be provided, especially access to web services?

NOTES:

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

NOTES:

6) How well is accountability completely and clearly defined?

NOTES:

7) Is the organization of the project team clear?

NOTES:

8) How well does the management plan illustrate the lines of authority and communication?

NOTES:

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

NOTES:

10) Does it appear that offeror can meet the schedule set out in the RFP?

NOTES:

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11) Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES:

12) To what degree is the proposal practical and feasible?

NOTES:

13) To what extent has the offeror identified potential problems?

NOTES:

14) What additional functionality/capabilities can the offeror provide as a value-added product or service?

NOTES:

15) How realistic and useful are these value-added solutions to industry standard workflows?

NOTES:

EVALUATOR'S POINT TOTAL FOR 7.02: _____

7.03 Experience and Qualifications—30 Percent

Maximum Point Value for this Section - 30 Points

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100 Points x 30 Percent = 30 Points

Proposals will be evaluated against the questions set out below.

1) Questions regarding the personnel.

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

NOTES:

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

NOTES:

c) How extensive is the applicable education and experience of the personnel designated to work on the project?

NOTES:

d) How knowledgeable are the individuals assigned to the project about Alaskan terrain and how competent are they to respond to both technical and qualitative data inquiries?

NOTES:

2) Questions regarding the firm.

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

NOTES:

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b) How successful is the general history of the firm regarding timely and successful completion of projects?

NOTES:

c) Has the firm provided references or letters of reference from previous clients?

NOTES:

d) If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

NOTES:

e) How extensive is the firm's experience with Alaskan terrain and how competent are they to respond to both technical and qualitative data inquiries?

NOTES:

EVALUATOR'S POINT TOTAL FOR 7.03: _____

EVALUATOR'S COMBINED POINT TOTAL FOR SECTIONS 7.01 – 7.03: _____

7.04 Contract Cost — 20 Percent

Maximum Point Value for this Section — 20 Points

100 Points x 20 Percent = 20 Points

To avoid the appearance of cost influencing scoring, Cost and the Alaska Offeror's Preference will be scored only by the Procurement Officer.

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Overall, 20 percent of the total evaluation points are assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under SECTION 6.11 through Section 6.13.

Converting Cost to Points

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

EVALUATOR'S POINT TOTAL FOR 7.04: _____

7.05 Alaska Offeror Preference — 10 Percent

Point Value for this Section — 10 Points

100 Points x 10 Percent = 10 Points

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

EVALUATOR'S POINT TOTAL FOR 7.05: _____

TOTAL POINTS FOR SECTIONS 7:01 THROUGH 7.05: _____

PROCUREMENT OFFICER'S INITIALS: _____

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APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.

1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.

2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

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

Article 4. Equal Employment Opportunity.

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

4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.

4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.

4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful

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discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

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

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Article 11. Governing Law; Forum Selection

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

Article 12. Conflicting Provisions.

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

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Article 15. Compliance.

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

Article 16. Force Majeure:

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

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APPENDIX B₂ INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

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COST PROPOSAL

RFP 190000066 – Geospatial Imagery Services

Item	Description	Offer
1	Total Monthly Contract Cost for imagery services (exclusive of Ortho-rectified imagery), and support including distribution via hard drive on request (fixed price)	\$ _____

Fixed Price offered must include all direct and indirect costs associated with completion of the work, including but not limited to overhead, profit, materials, supplies, labor, equipment, travel, permits, etc.

Offerors may include pricing of additionally offered data and services as shown below. Pricing for the following items will not be included in the calculation of cost points for contract award purposes, however the State may take advantage of some or all of these items if the budget allows. Offerors should summarize costs for these items below and attach itemized detail of those costs to this proposal form.

Additional Items:

Item	Description	Dataset	Area covered	Resolution	Cost
2	Ortho-rectified imagery				\$ _____
3	Other (other than Item 2 above) sources/services, applications (provide information as appropriate)				\$ _____
4	Storage and hosting costs per TB > 10 TB				\$ _____
5	Analytical services, such as change detection, temporal indexing, classifications, etc. (price per hour)				\$ _____

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I hereby certify that this cost proposal was independently arrived at, without collusion, and is open and valid for a minimum of 90 days.

1. Company Name:
2. Authorized Person (Printed Name):
3. Signature:
4. Title:
5. Date Signed: