



## **STATE OF ALASKA**

Department of Natural Resources

### **Request for Proposal**

**RFP 10 200000013 - 1**

#### **TITLE:**

Alaska Magnetic and Radiometric Geophysical Data Acquisition

**Date of Issue: September 13, 2019**

**Deadline for Receipt of Proposals: October 08, 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: Shawn Olsen  
TELEPHONE NUMBER: (907)269-8687  
EMAIL: shawn.olsen@alaska.gov

BID RECEIVING LOCATION:  
DGGs Fairbanks  
Attn: DGGs  
3354 College Road  
Fairbanks, AK 99709

**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
09/20/19	Questions Due
10/08/19	Solicitation Closing Date/Time
10/18/19	Notice of Intent to Award
10/28/19	Protest Period Ends

**LINE ITEMS**

Line No.	Description	Quantity	Unit	Unit Cost
1	Magnetic and Radiometric Geophysical Data Acquisition			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
11/01/19	10/31/24			

**Extended Description:**

Magnetic and Radiometric Geophysical surveys in Alaska

**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.)
12	Minimum Req	0	
5	Understanding	10	
3	Methodology	40	
4	Management Plan	15	
2	Experience	15	
	YTT 2020 Cost	10	
	Term Cost	10	

**Terms and Conditions**

No.	Name	Section
004	Request for Proposals	

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## **SECTION 1. INTRODUCTION AND INSTRUCTIONS:**

### **SEC 1.01 PURPOSE OF THE RFP:**

The Department of Natural Resources (DNR), Division of Division of Geological & Geophysical Surveys (DGGS), is soliciting proposals for magnetic and radiometric geophysical surveys in Alaska. Multiple contracts may be awarded from this RFP at the State's sole discretion. A more detailed description including the Scope of Work can be found in Section 3 of this RFP.

### **SEC 1.02 BUDGET:**

DNR, estimates a budget of \$500,000 for the Yukon Tanana Terrain (YTT\_2020) survey. DNR anticipates a multi-year program to improve magnetic data coverage in Alaska. DNR anticipates new funding every year. Over the duration of five years, total funding may be up to \$5,000,000.

This budget amount is an estimate only and does not represent a work commitment. Funds will be available for each project and will be approved for each project specific Delivery Order (DO). The State does not guarantee a minimum or maximum number of services to be provided or dollar amount to be spent under any contract resulting from this RFP.

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

### **SEC 1.03 DEADLINE FOR RECEIPT OF PROPOSALS:**

Proposals must be received at the bid receiving location 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 proposals, emailed proposals, oral proposals, or proposals submitted through the IRIS Vendor Self Service (VSS) portal are not acceptable; will be considered non-responsive; and will be rejected by the State.**

### **SEC 1.04 PRIOR EXPERIENCE:**

For offers to be considered responsive, offerors must have a minimum of three years' experience performing magnetic, and radiometric geophysical data acquisition services.

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

### **SEC 1.05 REQUIRED REVIEW:**

Offerors shall 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 10 days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective 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 10 days before the deadline for receipt of proposals.

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## **SEC 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS:**

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

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

Procurement Officer: Shawn M. Olsen – PHONE 907-269-8687- FAX 907-269-8909 - TDD 907-269-8411 – Email [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov)

## **SEC 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  
Division of Geological & Geophysical Surveys  
Attention: Shelly Showalter  
Request for Proposal (RFP) Number: 200000013  
RFP Title: Alaska Magnetic and Radiometric Geophysical Data Acquisition  
3354 College Road  
Fairbanks, Alaska 99709

The sealed proposal package(s) must be received within the bid receiving location not later than Deadline for Receipt of Responses. Late proposals will be considered non-responsive and will not be accepted or opened by the DNR Procurement Office.

**Faxed proposals, emailed proposals, oral proposals, or proposals submitted through the IRIS Vendor Self Service (VSS) portal are not acceptable; will be considered non-responsive; and will not be accepted or opened by the State.**

An offeror's failure to submit its proposal in its entirety to the bid receiving location not later than Deadline for Receipt of Responses will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

## **SEC 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.

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**B. Offeror's Certification:**

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

1. The laws of the State of Alaska;
2. The applicable portion of the Federal Civil Rights Act of 1964;
3. The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. All terms and conditions set out in this RFP;
6. A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
7. That the offers will remain open and valid for at least 90 days; and
8. 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 1 through 8 of this section, 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, land ownership in the project area, natural resource rights in the project area) 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.

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## **F. Exploration Exclusion:**

An Offeror, or any other person with pre-publication access to data or products produced as result of this RFP, cannot perform any natural resource exploration activities within the Survey Area until 90 days after the data are released to the public. Natural resource exploration activities include, but not limited to: staking claims, data interpretation, targeting, and prospect evaluation.

## **SEC 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 10 days prior to the deadline for receipt of proposals.

## **SEC 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.

## **SEC 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.

## **SEC 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 Tuesday, September 13, 2019;
- B.** Deadline for Receipt of Proposals Tuesday, October 8, 2019 by 2:00pm;
- C. ANTICIPATED** Proposal Evaluation Committee complete evaluation by week of October 14, 2019;
- D. ANTICIPATED** State of Alaska issues Notice of Intent to Award a Contract week of October 14, 2019;
- E. ANTICIPATED** State of Alaska issues contract October 29, 2019,
- F.** Contract start November 1, 2019, or upon the contract being signed by Department of Natural Resources Procurement Officer, whichever is later.

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.



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#### **SEC 1.13 PRE-PROPOSAL CONFERENCE:**

There will not be a Pre-proposal conference for this RFP.

#### **SEC 1.14 ALTERNATE PROPOSALS:**

Offerors shall only submit one proposal for evaluation.

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

#### **SEC 1.15 NEWS RELEASES:**

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

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## **SECTION 2. BACKGROUND INFORMATION:**

### **SEC 2.01 BACKGROUND INFORMATION:**

DNR's mission is to develop, conserve and maximize the use of Alaska's natural resources consistent with the public interest. DNR manages all state-owned land, water and natural resources, except for fish and game, on behalf of the people of Alaska. When all land conveyances from the federal government are completed, the people of the state will own land and resources on 104 million acres: Approximately 100 million acres have been conveyed so far. The state owns approximately 60 million acres of tidelands, shorelands, and submerged lands and manages 40,000 miles of coastline. The state also owns the freshwater resources of the state, a resource that equals about 40% of the entire nation's fresh water flow.

DNR, DGGs collects, analyzes, interprets, and publishes data on Alaska's geologic resources as a stimulus to private sector exploration and to facilitate effective management of Alaska's lands. Airborne geophysical surveys, especially aeromagnetic surveys, provide valuable data for interpreting regional geology in areas where the bedrock is not well exposed. This improved understanding of the geology and geologic structures in turn provides the baseline information needed to assess the mineral resources.

There are currently several proposals to collect geophysical data across the state of Alaska. The first approved and funded of those projects is the federally funded multi-year Earth MRI initiative. The intent of Earth MRI is to leverage the United States Geological Survey (USGS's) existing relationships with States and the private sector to conduct state-of-the-art geologic mapping and airborne geophysical and topographic surveys. Analyses of these datasets could point to potential buried critical mineral deposits.

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### **SECTION 3. SCOPE OF WORK AND CONTRACT INFORMATION:**

#### **SEC 3.01 SCOPE OF WORK:**

The intent of this RFP is to issue a maximum of 10 Master Agreements (MAs) with qualified contractors. The MAs issued are for the acquisition of magnetic and radiometric data. New surveys could be anywhere in Alaska. Data collection is entirely dependent on funding and could be up to tens of thousands, or more, line kilometers per year.

Each MA does not authorize any work but puts a contract in place that allows the State to issue specific Delivery Orders (DOs) on an as-needed basis under that agreement for completion of specific work tasks. A DO issued against an MA will serve as the Notice to Proceed (NTP) and will require completion of specific tasks under specific timelines and costs. Information on the DO process is shown later in this RFP.

Type of services required within this RFP are described below. Contractors may submit a proposal at their sole discretion. Proposals will be evaluated independently and up to 10 successful proposals and Term Contractors may be selected. Up to 10 Master Agreements may result from this RFP.

The first task area "YTT\_2020" is shown on the map in Appendix 8 Attachments, Attachment 8 YTT\_2020\_map.pdf. Geographically registered files of the survey area are provided in Appendix 8 Attachments, Attachment 9 YTT\_2020\_boundary.zip. Survey specifications are subject to change.

While these survey specs are for the YTT project, other work done under any resulting MAs will be very similar.

#### **Sec 3.01.01 YTT\_2020 Survey Specifications**

##### **A. Data Types:**

1. Single sensor magnetic;
2. Radiometric with a crystal volume (for cost estimate purposes only, use close as possible to 33.6 liters downward and 8.4 liters upward).

**IMPORTANT** data collection shall occur regardless of radiometric data collection conditions. Production shall not be stopped due to poor radiometric data collection conditions.

##### **B. Terrain Clearance:**

Best possible using a minimum climb and descent rate of 5% and a safe minimum ground clearance. 3D or 2D terrain drapes are permissible. Offerors shall explain the rationale behind their choice and the impact on data quality. Offerors shall provide the planned terrain clearance for the survey area on a large format printed map(s).

##### **C. Aircraft Type:**

Any suitable aircraft is permissible. Offerors shall describe their chosen aircraft for this survey. At a minimum, make, model, climb rate, descent rate, range, cruising speed, and data acquisition speed must be provided.

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#### **D. Survey Design:**

Final survey design will be determined after award. Survey design shall be optimized as much as possible for efficient flying and good quality data. Actions to improve survey design shall include but are not limited to, changing line direction, changing the survey boundary, establishing a minimum traverse (production) line length, changing tie line specifications. Traverse production line spacing may change. Radiometric data may not be collected.

#### **E. Traverse (Production) Line Spacing:**

300 meters.

#### **F. Tie Line Spacing:**

3000 meters.

#### **G. Traverse (Production) Line Direction:**

North and South.

#### **H. Tie Line Direction:**

East and West.

#### **I. Flight Line Tolerance:**

In areas free of operation hazards flight lines shall be rejected and shall be re-flown if deviations from specified flight path of more than 20% of line spacing over a distance of more than two times the line spacing. Rejected and re-flown flight lines and all costs associated are the sole responsibility of the Contractor.

#### **J. Along Line Data Spacing:**

Maximum of 20 meters.

#### **K. Earth's Magnetic Field Variations:**

Non-linear variations of the earth's magnetic field shall not exceed 10 nT from a one-minute chord during data collection.

#### **L. Position Accuracy:**

1. Horizontal sensor position accuracy - sub-meter;
2. Vertical sensor position accuracy - five meters or less.

#### **M. Downward Looking Imagery:**

Complete along line coverage of georeferenced photos. Offerors do not need to already have a suitable photographic system at the time of their response. Offerors shall demonstrate their ability to accommodate the collection of downward looking imagery data.

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#### **N. Pre-Production Testing:**

1. Onsite Figure of Merit (FOM);
2. Positional accuracy test;
3. Lag and heading test; and
4. Any other necessary pre-survey calibration procedures or data.

Results of all pre-production testing shall be provided to the DNR project manager at the start of data acquisition.

#### **Sec 3.01.02 Data Acquisition**

##### **A. Quality Control:**

Data that does not meet the specifications as agreed in the contract will be rejected by the DNR project manager. The State will notify the Contractor of such and provide comments that the Contractor must address to the State's satisfaction and at the Contractor's sole cost. Contract specifications will supersede all others.

##### **B. Data Acquisition Platforms:**

Offerors shall describe all available platforms for the collection of magnetic and radiometric data. These could be different in cost and performance than the aircraft proposed for the "YTT \_2020" survey.

##### **C. Magnetic System:**

At a minimum the following magnetic system specifications or characteristics shall be specified in the offeror's response.

1. Sensor dynamic range and resolution or accuracy if applicable;
2. Sensor type, make, and model;
3. Sample rate;
4. Static noise levels;
5. Production flight noise levels;
6. System drift rates and drift corrections;
7. Calibration procedures;
8. Compensation procedures;
9. Lag and heading corrections;
10. Heading test, errors, and/or figure of merit;

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11. Earth's magnetic field monitoring, recording, and correction, base station magnetometers specifications. It is recommended that offerors propose the use of multiple magnetic field monitoring locations.
12. Diurnal variation tolerance;
13. Quality control procedures;
14. Leveling procedures.

#### **D. Radiometric System:**

At a minimum the following radiometric system specifications or characteristics shall be specified in the offeror's response.

1. Sensor dynamic range and resolution or accuracy if applicable;
2. Sensor type, make, and model;
3. Sample rate;
4. Static noise levels;
5. Production flight noise levels;
6. System drift rates and drift corrections;
7. Calibration procedures;
8. Lag and heading corrections;
9. Downward and upward crystal volumes, this can be a range;
10. Number of data channels to sample the spectrum;
11. Data processing procedures;
12. Dead time or zero dead time;
13. Non-linearity.

#### **E. Operational Requirements:**

Offerors shall abide by all applicable US and International airspace rules including but not limited to Federal Aviation Administration rules, Canadian Airspace rules, and Military Operations. Offerors shall respect and/or coordinate with other land and airspace users including hunters, hunting guides, Alaska Native Corporation members, and wildlife managers. Offerors are responsible for obtaining any and all permits and permissions to conduct their operations. Some useful sites include the following:

<http://www.faa.gov>; <http://www.elmendorf.af.mil>; <http://www.adfg.alaska.gov/>;  
<http://www.ncai.org/tribal-directory/alaska-native-corporations>;

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<https://sdms.ak.blm.gov/isdms/imf.jsp?site=sdms>.

### **Optional Services**

Offerors are encouraged to describe related optional services that could be beneficial to the goals of this RFP. Examples include but not limited to: recording magnetic gradients, increased radiometric crystal volume, advanced processing, data modelling and LiDAR data collection.

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

The initial period of performance of the contract will be from the date of award, through October 31, 2024.

There will be one, two-year renewal option for this contract, which may be exercised at the sole discretion of the State.

Other projects under this RFP and resulting contract may be awarded at any time with project specific work schedules.

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.

### **SEC 3.03 DELIVERABLES:**

The Contractor shall provide the following deliverables:

#### **A. Progress Updates:**

The Contractor shall provide a daily operations update and must include daily production, problems, meetings, percent complete. A weekly preliminary data deliverable of mutually agreed upon formats shall be provided.

#### **B. Demobilization Deliverable:**

Prior to demobilization the Contractor shall provide a data deliverable sufficient as determined by the DNR project manager to demonstrate completeness of the project and that the data are within contract specifications.

#### **C. Final Data Deliverable:**

The final data deliverable for each project area shall be delivered 60 days after the completion of data acquisition. Data shall conform to the DGGs data-management manual provided by the DNR project manager. Contractors are encouraged to view or download the Salcha River-Pogo survey (<http://dggg.alaska.gov/pubs/gpdata/26>) as an example demonstrating the required formatting. The final data deliverable shall include:

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### **1. ASCII Data:**

Geosoft XYZ and CSV formats. Calibration line(s) will be a separate file. These files shall contain all raw, intermediate, and final data including full array data such as but not limited to radiometric spectrum and EM decay curves. Radiometric data shall include the cosmic, stripping, radon, attenuation and sensitivity corrections channels. Positions shall be in Universal Transverse Mercator (UTM) and Geographic formats. Local or Universal Time Coordinated (UTC) time, Global Positioning System (GPS) time, line, fid, flight, and date shall be included with each record. A readme file containing channel information including channel name, channel description, units, decimal precision, and field length and type.

### **2. Geosoft Databases:**

Calibration line(s) shall be a separate file. These files shall contain all raw, intermediate, and final data including full array data such as but not limited to radiometric spectrum and EM decay curves. Radiometric data shall include the cosmic, stripping, radon, attenuation, and sensitivity corrections channels. Positions shall be in UTM and Geographic formats. Local or UTC time, GPS time, line, fid, flight, and date shall be included with each record. A readme file containing channel information including channel name, channel description, units, decimal precision, and field length and type.

### **3. Gridded and Raster Data:**

Gridded data shall be provided in Geosoft grid, GeoTiff, and ER Mapper format. Separate color bars are required for any RGB GeoTiffs. If the GeoTiff contains a data band with the actual data values then the ER Mapper file is not required. The recommended grid cell size is between one-quarter to one-eighth of transverse line spacing. Final grid cell size will be determined in collaboration with the DNR project manager. Grids to be provided include the following:

- (a) Ground clearance;
- (b) Magnetic Data;
  - (1) Residual magnetic intensity;
  - (2) First vertical derivative;
  - (3) Second vertical derivative;
  - (4) Analytic signal;
  - (5) Tilt derivative;
  - (6) Recorded gradients (if collected).
- (c) Radiometric Data;
  - (1) Potassium (percent K);
  - (2) Uranium (ppm equivalent U);



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- (3) Thorium (ppm equivalent Th);
- (4) Total count/dose rate;
- (5) K count rate/%K;
- (6) Th count rate/eTh ppm;
- (7) U count rate/eU ppm;
- (8) K/Th ratio;
- (9) U/Th ratio;
- (10) Ternary.

#### **4. Maps:**

Maps shall be created for the project area. Map scales of 1:31,680, 1:63,360, 1:100,000, or 1:250,000 shall be used. Final map scale will be determined in collaboration with the DNR project manager. Each map shall include a base layer of topography, major geographic features, and Public Land Survey System grid. Maps shall include a title, authors, survey name, legend, north arrow, scale bar, UTM and Latitude and Longitude values, description of the data, DGGs's address, contact info and website. Maps shall be delivered in pdf format. A map shall be produced of flight path and select grids chosen by the DNR project manager. All maps shall have unique titles. Individual maps shall contain geo-tags for geo-pdf readers OR a single geo-pdf with multiple data layers determined by the DNR project manager will be provided.

#### **5. Keyhole Markup Language (KML) Files:**

A KMZ file shall be delivered containing all grids, attributed flight path, and survey boundary.

#### **6. Vector Data:**

Attributed flight path and survey boundary polygon (calculated according to the DGGs data management manual, provided to awarded contractors) shall be delivered in ESRI shapefile format.

#### **7. Photographic Data:**

Images shall have geographic location in their Exchangeable Image File Format (Exif) data.

#### **8. Project Report:**

The project report shall at a minimum describe equipment used, system specifications, system settings, test results, calibration results, operations, personnel, survey specifications, data processing in detail, quality control, data deliverable summary, process steps, grid and data type explanations, and any other pertinent or requested information.

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## 9. Metadata and Other Supporting Documentation:

Table of maps. Simple single page maps of select data and grids of the whole survey area as determined by the DNR project manager. Alaska location map with pertinent 1:250,000-scale quadrangles. Regional location map with nearby or adjacent surveys and geographic features labeled. Please copy the format and style of the figures from the booklet of the Salcha River-Pogo survey (<http://dggs.alaska.gov/pubs/gpdata/26>). A readme file per directory.

### SEC 3.04 CONTRACT TYPE:

The resulting contract will be a Master Agreement (MA) and will be a Term Contract. The dollar amount shown on the MA will be the maximum dollar amount to be spent for all services provided under the agreement. The State does not guarantee a minimum or maximum number of services to be provided, or dollar amount to be spent under any contract resulting from this RFP.

Each Delivery Order (DO) issued against a MA shall be a firm fixed price order. The specific contract type will be identified in the DO. The dollar amount shown on an individual DO will be the cost to provide the specific services outlined in the DO.

### SEC 3.05 DELIVERY ORDER PROCESS

Once the MAs are established this process will be used to issue DOs against the MA. When the State requires services under an MA the DNR Procurement Officer will issue a solicitation to the contractors. The solicitation will be a written document such as a memo or email; will outline the required services to be provided; will inform the contractors if the proposal response will be evaluated solely on cost, or cost and technical response; and will set a deadline for receipt of a proposal.

Contractors may provide a written proposal, and or a negotiable cost estimate (depending on solicitation response requirements) within the designated timeframe for the services. If the response requirement requires a technical response, the proposal shall include a description of how the Contractor will perform the work, proposed personnel who will work on the project, experience and qualifications of any personnel not previously approved by the State under the applicable MA, proposed subcontractors, and a schedule for performing the work.

The State may negotiate the services or costs in the offered proposal within the parameters of the State Procurement Code. Once an agreement is reached the State will issue a written DO to the Contractor authorizing the work.

If a Contractor has a potential conflict of interest with providing required services or is otherwise unable or unavailable to do the required work within the required timeline the State reserves the right to acquire services off contract at its sole discretion under the provisions of the State Procurement Code.

The Contractor shall obtain State approval of each person or subcontractor assigned to work under a specific Delivery Order prior to beginning work. Should the Contractor provide services by a person not approved before work begins on the DO, those services may not be subsequently approved for payment. The State reserves the right to withdraw approval of any person or subcontractor by written notice to the Contractor.

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The total cost for a project will not exceed the amount authorized on the DO without prior written approval from the DNR Project Manager or Procurement Officer. If at any time during the performance of the DO the Contractor has reason to believe the amount authorized on the DO will be exceeded the Contractor will notify the DNR Project Manager and provide a justification and an estimate of the additional cost for completion of the work. Similarly, if at any time during the performance of the DO the State has reason to believe that the work required will exceed the total cost due to a change in conditions, or if additional work will be required, the DNR Project Manager will so advise the Contractor and will require revised cost estimates from the Contractor.

The State will not be obligated to pay any amount in excess of the total cost set forth in any DO. If condition changes increase the DO amount, the Contractor will not be obligated to continue performance resulting in charges exceeding the price unless and until the DNR Procurement Officer has authorized the increase in writing and a revised DO has been issued.

Revision of DOs will be issued when an extension of time is needed to complete the project, or when the scope of work has been modified by the State, which may cause a change in the project costs. The revised DO must be signed by both the DNR Project Manager and the firm's authorized signatory prior to performing any additional work incurring additional cost, or working past the original time limit. Inability of a firm to follow these procedures may be grounds for dismissal from a project or termination of their contract(s) with the State.

No work will commence by the Contractor without a signed DO issued by a DNR Procurement Officer.

### **SEC 3.06 PROPOSED PAYMENT PROCEDURES:**

The State will make payments based on a negotiated payment schedule for each DO issued under a Master Agreement resulting from this RFP. Each billing must consist of an invoice and required documentation. No payment will be made until the progress report and invoice has been approved by the DNR project manager. All payments will be NET 30 days.

### **SEC 3.07 PROMPT PAYMENT FOR STATE PURCHASES:**

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

### **SEC 3.08 CONTRACT PAYMENT:**

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

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

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### **SEC 3.09 LOCATION OF WORK:**

The location(s) the work is to be performed will be established for each project by DNR, and completed, and managed by the Contractor.

The State WILL NOT provide workspace for the Contractor. The Contractor must provide its own workspace.

### **SEC 3.10 THIRD-PARTY SERVICE PROVIDERS: – NOT APPLICABLE**

### **SEC 3.11 SUBCONTRACTORS:**

Subcontractors may be allowed for a Master Agreements issued for a group under this RFP.

Subcontractors may be used to perform work under a DO issued against a MA resulting from this RFP. If an offeror intends to use subcontractors to provide services under a DO, the offeror must identify in the proposal submitted in response to an Informal Request for Proposals (IRFP): the names of the subcontractors; the specific tasks and percentage of work the subcontractor will perform; evidence that the subcontractor holds a valid Alaska business license and applicable professional licenses; evidence that the subcontractor holds required insurance under Appendix B1; and a written statement signed by the subcontractor that the subcontractor is committed to render the required services. Subcontractor resumes and other information may also be required. Subcontractor experience may also be considered in determining whether the offeror meets the requirements set forth in the IRFP.

The Contractor must provide support and guidance to the subcontractor and must assume responsibility for ensuring subcontractor staff are qualified to complete tasks and are properly licensed and insured.

The Contractor assumes responsibility for subcontractor's compliance to the terms of the term contract and for satisfactory performance under the respective DO. If during the execution of a specific project, the Contractor finds it necessary to replace a subcontractor, or at any time subcontractors fail to perform, the State will consider subsequent assignments or replacements, and reserves the right to approve or disapprove the changes.

Payment for subcontracted work, unless that work is for professional services, may be on a fixed price or time and materials basis. There will be no markup of any kind allowed by subcontractors.

Professional services cannot be billed as a "lump sum" amount. Hourly rates and description of work accomplished along with costs incurred must be invoiced with adequate detail to document the work completed by the subcontractor. Prior to the issuance of a DO an estimate of the time and costs for professional services under a subcontract must be provided and approved by the State.

The Contractor shall pay all material and labor claims to subcontractors within 30 days of receiving payment for such claims from the State. Failure to do so will be a violation of the term contract and will be subject to termination of the term contract. This will be at the discretion of the DNR Procurement Officer.

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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 DNR project manager.

### **SEC 3.12 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.

### **SEC 3.13 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 shall provide reasonable assistance.

### **SEC 3.14 F.O.B. POINT:**

The Contractor is responsible for all delivery costs of any physical products and digital media delivered to Department of Natural Resources, Division of Geological & Geophysical Surveys, Fairbanks.

### **SEC 3.15 CONTRACT PERSONNEL:**

Any change of the project team members or subcontractors named in the proposal or in a Delivery Order issued against a Master Agreement resulting from this RFP 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.

### **SEC 3.16 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 DNR 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 DNR project manager may instruct the Contractor to make corrections or modifications if needed to accomplish the contract's intent. The Contractor shall not unreasonably withhold such changes.

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

### **SEC 3.17 LIQUIDATED DAMAGES: – NOT APPLICABLE**

### **SEC 3.18 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 DNR project manager will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

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The Contractor shall not commence additional work until the DNR 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.

### **SEC 3.19 NONDISCLOSURE AND CONFIDENTIALITY:**

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

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

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

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

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

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### **SEC 3.20 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 B<sub>1</sub>, 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 B<sub>1</sub> must be set out in the offeror's proposal.

### **SEC 3.21 TERMINATION FOR DEFAULT:**

If the DNR 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.

### **SEC 3.22 CONTRACTOR SUPPLIED RESOURCES**

The Contractor shall supply all personnel, supervision, supplies, equipment, and materials deemed necessary and approved by the DNR Procurement and Project Managers to successfully complete the tasks for each project. The Contractor shall designate a project manager and provide support staff, facilities, and administrative capabilities as needed to ensure the successful and efficient accomplishment of each project.

### **SEC 3.23 ENROLLMENT IN IRIS**

Offerors will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this RFP. Enrollment can be done online at the following link: <https://iris-vss.alaska.gov/webapp/PRDVSS1X1/AltSelfService>. Offerors who are not enrolled prior to award of a contract will be notified by DNR Procurement. Failure of an offeror to enroll in the IRIS database will delay award of the contract and may delay issuance of DOs for contract work.

### **SEC 3.24 Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal (by the offeror) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form attached to this solicitation must be completed and submitted with your proposal.

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## **SECTION 4. PROPOSAL FORMAT AND CONTENT:**

### **SEC 4.01 PROPOSAL FORMAT AND CONTENT:**

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

In order to facilitate review of the proposals on a equitable basis, no more than 50 pages is preferred for the body of the proposal. In order to provide potential offerors the opportunity to include additional information (resumes, maps, certificates, etc.) the number of pages that may be included in the attachments is not limited.

Offerors shall carefully review this RFP and include all required information in their technical and cost proposals. Evaluation criteria for each section can be found in Section 5 of this RFP.

### **SEC 4.02 INTRODUCTION:**

Proposals must include a cover letter containing 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.

### **SEC 4.03 UNDERSTANDING OF THE PROJECT:**

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

### **SEC 4.04 METHODOLOGY USED FOR THE PROJECT:**

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the State's project goals.

### **SEC 4.05 MANAGEMENT PLAN FOR THE PROJECT:**

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the State's project schedule.



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#### **SEC 4.06 EXPERIENCE AND QUALIFICATIONS:**

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

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed: title, resume, location(s) where work will be performed, and itemize the number of estimated hours for each individual named above.

Offerors must provide reference names, email addresses, and phone numbers for similar projects the offeror's firm has completed.

#### **SEC 4.07 COST PROPOSAL:**

Cost proposals must be submitted in accordance with Attachment 5 Representative YTT 2020 Cost Proposal and Attachment 6 Term Contract Cost Proposal. Costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, direct expenses, payroll, supplies, overhead, necessary travel expenses, and profit.

#### **SEC 4.08 EVALUATION CRITERIA:**

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

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

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## **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION:**

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

### **SEC 5.01 UNDERSTANDING OF THE PROJECT (10%):**

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

### **SEC 5.02 METHODOLOGY USED FOR THE PROJECT (40%):**

- 1) How well does the text explain the subject matter? How well is the information organized? How well do the figures provided improve the overall understanding to the reader?
- 2) How well do the proposed aircraft meet the requirements of this RFP?
- 3) How well does the proposed terrain clearance or drape surface meet the requirements of this RFP?
- 4) How well does magnetic data system meet the RFP requirements?
- 5) How comprehensive are any optional services or data types discussed?
- 6) How well does the offeror's photographic system meet the RFP requirements?
- 7) How well does the positioning system meet the requirements of the RFP?
- 8) How comprehensive are heading, drift, lag, compensation, procedures defined?
- 9) How clearly is the figure of merit test defined?
- 10) How low are the anticipated figure of merit scores or final noise levels?
- 11) How clearly are QC and processing procedures defined?
- 12) How well does the offer demonstrate the ability to provide the data, report and map deliverables in the complete and requested formats?
- 13) How well does the methodology match and achieve the objectives set out in the RFP?
- 14) How logical is the offeror's approach to fulfilling the requirements of the RFP?

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### **SEC 5.03 MANAGEMENT PLAN FOR THE PROJECT (15%):**

- 1) How well has the offeror demonstrated their ability to provide real-time or near-real-time preliminary data? Including the opportunity for DGGs to QC and review data and survey products?
- 2) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 3) How quickly can the offeror provide back-up equipment and or perform field repairs?
- 4) How reasonable is the proposed data acquisition and data processing schedule?
- 5) How well does the management plan support all project requirements and logically lead to the deliverables required in the RFP?
- 6) How well does the offeror demonstrate they can accommodate change in work or additional work added the scope?
- 7) How well does the firm show a commitment to safety?
- 8) How completely and clearly is accountability defined?
- 9) How well does the management plan illustrate the lines of authority and communication?

### **SEC 5.04 EXPERIENCE AND QUALIFICATIONS (15%):**

- 1) How well do letters of support, acknowledgement, or recommendation establish the offerors experience and reliability?
- 2) How well is the organization of the project team defined?
- 3) How extensive is the experience of the individuals assigned to the project on similar projects?
- 4) How well do the resumes demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- 5) How extensive is the applicable education and experience of the personnel designated to work on the project?
- 6) How well has the firm demonstrated experience in completing similar projects on time?
- 7) How successful is the general history of the firm regarding timely and successful completion of projects?
- 8) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

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#### **SEC 5.05 REPRESENTATIVE YTT 2020 CONTRACT COST (10%):**

- 1) How well do the costs reflect the offeror's methodology and management plane;
- 2) How reasonable do the costs appear in relation to the scope of work,

#### **SEC 5.06 TERM CONTRACT COST (10%):**

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

Overall, a minimum of 10% of the total evaluation points will be assigned to cost.

#### **Converting Cost to Points**

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

#### **SEC 5.07 ALASKA OFFEROR PREFERENCE: - NOT APPLICABLE**

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## **SECTION 6. GENERAL PROCESS INFORMATION:**

### **SEC 6.01 INFORMAL DEBRIEFING:**

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

### **SEC 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:**

Prior to the award of a contract, an offeror must hold a valid Alaska business license. 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.** A copy of an Alaska business license;
- B.** Certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- C.** A canceled check for the Alaska business license fee;
- D.** A copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office; or
- E.** A sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

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

- F.** Fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game;
- G.** Liquor licenses issued by Alaska Department of Revenue for alcohol sales only;
- H.** Insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance; or
- I.** Mining licenses issued by Alaska Department of Revenue.

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

### **SEC 6.03 SITE INSPECTION:**

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

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#### **SEC 6.04 CLARIFICATION OF OFFERS:**

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer 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 may be adjusted as a result of a clarification under this section.

#### **SEC 6.05 DISCUSSIONS WITH OFFERORS:**

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

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

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

#### **SEC 6.06 EVALUATION OF PROPOSALS:**

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

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

#### **SEC 6.07 CONTRACT NEGOTIATION:**

Because there may be multiple awards, after final evaluation, the procurement officer may negotiate with multiple offerors susceptible to award. 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 at the Department of Natural Resources, Division of Geological & Geophysical Surveys, 3354 College Road, Fairbanks, Alaska, conducted through email, or by teleconference.

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

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#### **SEC 6.08 FAILURE TO NEGOTIATE:**

If the selected offeror(s):

- A.** Fails to provide the information required to begin negotiations in a timely manner; or fails to negotiate in good faith; or
  - B.** Indicates they cannot perform the contract within the budgeted funds available for the project; or
  - C.** If the offeror(s) and the State, after a good faith effort, simply cannot come to terms,
- the State may terminate negotiations with the offeror(s) initially selected and commence negotiations with the next highest ranked offeror.

#### **SEC 6.09 OFFERORS 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(s) selected for award.

#### **SEC 6.10 PROTEST:**

AS 36.30.560 provides that an interested party may protest the content of the RFP. An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract." If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least 10 days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract. If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within 10 days after the date the Notice of Intent to Award the contract is issued.

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

- 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.

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

**SEC 6.11 APPLICATION OF PREFERENCES: - NOT APPLICABLE**

**SEC 6.12 ALASKA BIDDER PREFERENCE: - NOT APPLICABLE**

**SEC 6.13 ALASKA VETERAN PREFERENCE: - NOT APPLICABLE**

**SEC 6.14 ALASKA OFFEROR PREFERENCE: - NOT APPLICABLE**

**SEC 6.15 FORMULA USED TO CONVERT COST TO POINTS:**

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

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

Examples: Converting Cost to Points & Applying Preferences

**A. Formula Used to Convert Cost to Points**

**Step 1:**

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

Offeror #1 \$40,000

Offeror #2 \$42,750

Offeror #3 \$47,500

**Step 2:**

In this example, the RFP allotted 10% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

**Offeror #1 receives 10 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, 10 points.

**Offeror #2 receives 9.36 points.**

$\$40,000 \text{ lowest cost} \times 10 \text{ maximum points for cost} = 400,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 9.36$

**Offeror #3 receives 8.42 points.**

$\$40,000 \text{ lowest cost} \times 10 \text{ maximum points for cost} = 400,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 8.42$



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## **SECTION 7. GENERAL LEGAL INFORMATION**

### **SEC 7.01 STANDARD CONTRACT PROVISIONS:**

The Contractor shall 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.

### **SEC 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.

### **SEC 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.

### **SEC 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.

### **SEC 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 federal, state, and local, laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

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

Minor informalities that:

- 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;

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**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.**

#### **SEC 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.

#### **SEC 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.

#### **SEC 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.

#### **SEC 7.09 DISPUTES:**

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

#### **SEC 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.

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#### **SEC 7.11 SUPPLEMENTAL TERM AND CONDITIONS:**

Proposals must comply with SEC. 7.05 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.

#### **SEC 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.

#### **SEC 7.13 SOLICITATION ADVERTISING:**

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

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## **SECTION 8. ATTACHMENTS:**

### **SEC 8.01 ATTACHMENTS:**

- 1) Proposal Evaluation Form;
- 2) Appendix A, General Conditions;
- 3) Appendix B<sub>1</sub> Indemnity and Insurance:
- 4) Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions;
- 5) Representative YTT 2020 Cost Proposal;
- 6) Term Contract Cost Proposal;
- 7) Offeror's Checklist;
- 8) YTT\_2020\_map.pdf;
- 9) YTT\_2020\_boundary.zip.

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**ATTACHMENT 1  
PROPOSAL EVALUATION FORM**

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

Offeror Name: \_\_\_\_\_  
 Evaluator Name: \_\_\_\_\_  
 Date of Review: \_\_\_\_\_  
 RFP Number: **200000013**

**EVALUATION CRITERIA AND SCORING**

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

**SEC 5.01 UNDERSTANDING OF THE PROJECT—10 Percent**

**Maximum Point Value for this Section – 10 Points**

**100 Points x 10 Percent = 10 Points**

**Proposals will be evaluated against the questions set out below.**

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

**NOTES:**

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

**NOTES:**

- 3) To what degree has the offeror demonstrated an understanding of the deliverables the State expects it to contract?

**NOTES:**

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

**NOTES:**

**EVALUATOR'S POINT TOTAL FOR SEC 5.01: \_\_\_\_\_**

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## **SEC 5.02 METHODOLOGY USED FOR THE PROJECT—40 Percent**

**Maximum Point Value for this Section – 40 Points**

**100 Points x 40 Percent = 40 Points**

**Proposals will be evaluated against the questions set out below.**

- 1) How well does the text explain the subject matter? How well is the information organized?  
How well do the figures provided improve the overall understanding to the reader?

**NOTES:**

- 2) How well do the proposed aircraft meet the requirements of this RFP?

**NOTES:**

- 3) How well does the proposed terrain clearance or drape surface meet the requirements of this RFP?

**NOTES:**

- 4) How well does magnetic data system meet the RFP requirements?

**NOTES:**

- 5) How comprehensive are any optional services or data types discussed?

**NOTES:**

- 6) How well does the offeror's photographic system meet the RFP requirements?

**NOTES:**

- 7) How well does the positioning system meet the requirements of the RFP?

**NOTES:**

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8) How comprehensive are heading, drift, lag, compensation, procedures defined?

**NOTES:**

9) How clearly is the figure of merit test defined?

**NOTES:**

10) How low are the anticipated figure of merit scores or final noise levels?

**NOTES:**

11) How clearly are QC and processing procedures defined?

**NOTES:**

12) How well does the offer demonstrate the ability to provide the data, report and map deliverables in the complete and requested formats?

**NOTES:**

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

**NOTES:**

14) How logical is the offeror's approach to fulfilling the requirements of the RFP?

**NOTES:**

**EVALUATOR'S POINT TOTAL FOR SEC 5.02: \_\_\_\_\_**

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### **SEC 5.03 MANAGEMENT PLAN FOR THE PROJECT—15 Percent**

**Maximum Point Value for this Section – 15 Points**

**100 Points x 15 Percent = 15 Points**

**Proposals will be evaluated against the questions set out below.**

- 1) How well has the offeror demonstrated their ability to provide real-time or near-real-time preliminary data? Including the opportunity for DGGS to QC and review data and survey products?

**NOTES:**

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

**NOTES:**

- 3) How quickly can the offeror provide back-up equipment and or perform field repairs?

**NOTES:**

- 4) How reasonable is the proposed data acquisition and data processing schedule?

**NOTES:**

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

**NOTES:**

- 6) How well does the offeror demonstrate they can accommodate change in work or additional work added the scope?

**NOTES:**

- 7) How well does the firm show a commitment to safety?

**NOTES:**



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8) How completely and clearly is accountability defined?

**NOTES:**

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

**NOTES:**

**EVALUATOR'S POINT TOTAL FOR SEC 5.03: \_\_\_\_\_**

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#### **SEC 5.04 EXPERIENCE AND QUALIFICATIONS—15 Percent**

**Maximum Point Value for this Section – 15 Points**

**100 Points x 15 Percent = 15 Points**

**Proposals will be evaluated against the questions set out below.**

- 1) How well do letters of support, acknowledgement, or recommendation establish the offerors experience and reliability?

**NOTES:**

- 2) How well is the organization of the project team defined?

**NOTES:**

- 3) How extensive is the experience of the individuals assigned to the project on similar projects?

**NOTES:**

- 4) How well do the resumes demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

**NOTES:**

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

**NOTES:**

- 6) How well has the firm demonstrated experience in completing similar projects on time?

**NOTES:**

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

**NOTES:**

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

**NOTES:**

**EVALUATOR'S POINT TOTAL FOR SEC 5.04: \_\_\_\_\_**

**SEC 5.05 REPRESENTATIVE YTT 2020 CONTRACT COST—10 Percent**

**Maximum Point Value for this Section — 10 Points**

**100 Points x 10 Percent = 10 Points**

1) How well does the cost reflect the offeror's methodology and management plan?

**NOTES:**

2) How reasonable do the costs appear in relation to the scope of work?

**NOTES:**

**SEC 5.06 TERM CONTRACT COST—10 Percent**

**Maximum Point Value for this Section — 10 Points**

**100 Points x 10 Percent = 10 Points**

Overall, a minimum of 10 percent of the total evaluation points will be assigned to cost.

**Converting Cost to Points**

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

**SEC 5.07 ALASKA OFFEROR PREFERENCE—NOT APPLICABLE**

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**ATTACHMENT 2  
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:**

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

**ARTICLE 4. EQUAL EMPLOYMENT OPPORTUNITY:**

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

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

#### **ARTICLE 5. TERMINATION:**

The Project 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.

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#### **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.

#### **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.

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#### **ARTICLE 13. OFFICIALS NO TO BENEFIT:**

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

#### **ARTICLE 14. COVENANT AGAINST CONTINGENT FEES:**

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

#### **ARTICLE 15. COMPLIANCE:**

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

#### **ARTICLE 16. FORCE MAJEURE:**

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

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**ATTACHMENT 3**  
**APPENDIX B<sub>1</sub>**  
**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 AUTOMIGLE LIABILITY INSURANCE:**

Covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per claim.



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**ATTACHMENT 4**  
**Certification Regarding Debarment, Suspension, Ineligibility**  
**and Voluntary Exclusion**  
**Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE  
FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

The prospective recipient of federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name of Representative: \_\_\_\_\_.

Title of Representative: \_\_\_\_\_.

Signature: \_\_\_\_\_.

Date: \_\_\_\_\_.

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number \_\_\_\_\_ or the Cage Code \_\_\_\_\_.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving federal funds. Failure to do so will result in cancellation of the contract.

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### Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

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**ATTACHMENT 5  
REPRESENTATIVE YTT 2020  
COST PROPOSAL**

Attachment 5 Representative YTT 2020 Cost Proposal will be evaluated by the proposal evaluation committee as part of the technical response. Costs offered on this form are representative of a hypothetical project and will not become a part of Term Contract. Costs must include of all direct and indirect costs associated with the performance of the contract, including, but not limited to, direct expenses, payroll, supplies, overhead, necessary travel expenses, and profit.

Cost proposals must follow the format of and include at a minimum the fields of the **Project Cost Table** and the Optional Service Cost Table.

Cost will be scored on a **40,000-line kilometer** survey of single sensor magnetic data and radiometric data within the candidate area **YTT\_2020** using the **YTT\_2020 survey specifications**. The 40,000-line kilometers includes all tie (control) lines flown. **IMPORTANT** data collection will occur regardless of radiometric data collection conditions.

**Representative YTT 2020 Cost Table**

<b>Magnetic data</b>	TOTAL	
	Personnel Field	
	Personnel Office	
	Indirect Costs	
	Direct Costs	
	Profit	
<b>Radiometric data add on costs</b>	TOTAL	
	Personnel Field	
	Personnel Office	
	Indirect Costs	
	Direct Costs	
	Profit	
<b>Total for magnetic and radiometric data</b>	<b>cost will be scored on this amount</b>	

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**For informational purposes only:** The below Optional Services Cost Table is for information purposes only and will not be evaluated. Offerors may complete this table if they provide additional and optional services.

**Optional Services Cost Table**

<b>Optional service add on costs</b>	TOTAL	
	Personnel field	
	Personnel Office	
	Indirect Costs	
	Direct Costs	
	Profit	
<b>Optional service add on costs</b>	TOTAL	
	Personnel field	
	Personnel Office	
	Indirect Costs	
	Direct Costs	
	Profit	

Offeror Information:

1. Company Name:
2. Mailing Address:
3. Physical Address:
4. Telephone Number:
5. Fax Number:
6. Website:
7. Name of Person Completing this form:
8. Signature of Person Completing this form:
9. Date Signed:

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**ATTACHMENT 6  
TERM CONTRACT  
COST PROPOSAL**

Attachment 6, Term Contract Cost Proposal will be evaluated by the Procurement Officer. This proposal will be used only for evaluation and award purposes of the Term Contract. Hourly rates offered on this form will become the firm for the term of the contract.

If your firm does not have a classification of employee comparable to the one below, provide the hourly rate for the class of employee at the next highest level than that requested.

Contract Year	Position Title	Hourly Rate Per Contract Year
1. 11/01/2019 – 10/31/2020	Project Manager	\$
2. 11/01/2020 – 10/31/2021	Project Manager	\$
3. 11/01/2021 – 10/31/2022	Project Manager	\$
4. 11/01/2022 – 10/31/2023	Project Manager	\$
5. 11/01/2023 – 10/31/2024	Project Manager	\$
Combined Total		\$

The Combined Total is the cumulative total for Items 1 through 5.

Offeror Information:

1. Company Name:
2. Mailing Address:
3. Physical Address:
4. Telephone Number:
5. Fax Number:
6. Website:
7. Name of Person Completing this form:
8. Signature of Person Completing this form:
9. Date Signed:

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## ATTACHMENT 7 CHECKLIST

- \_\_\_ The response is signed;
- \_\_\_ The offer is valid for 90 days;
- \_\_\_ Terrain clearance map provided for survey area YTT\_2020;
- \_\_\_ One signed copy of the Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form;
- \_\_\_ Cost and Technical proposals are separate. **Term Contract Cost Proposal** is sealed in a separate envelope if delivered in hard copy;
- \_\_\_ Self check of the Federal Debarment list.  
<https://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm>

