

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF GEOLOGICAL & GEOPHYSICAL SURVEYS
3354 College Road
Fairbanks, Alaska 99709-3707



REQUEST FOR PROPOSALS
RFP 160000077
RQS 160012290
DATE OF ISSUE: May 19, 2016
SUBMISSION DEADLINE: 5:00 p.m. June 9, 2016

Airborne Magnetic Survey of Icy Cape, Alaska

Offerors Are Not Required To Return This Form.

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

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Support Services Division
550 W. 7th Ave., Suite 1230
Anchorage, AK 99501
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1 Introduction and Instructions

1.1 Purpose of this Request for Proposals (RFP)

The Department of Natural Resources is soliciting detailed proposals for airborne magnetic data collection for Icy Cape Alaska. It is anticipated approximately 750 line kilometers (km) of data will be required. The work includes survey design, data acquisition, processing of the data, map and digital data preparation and documentation. Data and maps produced by the Contractor are the property of the Alaska Mental Health Trust Land Office (TLO) and will be licensed through the TLO. These data will be used to identify areas of concentrated heavy mineral sands.

Please refer to Sections 4 and 5; Appendix D of this RFP; and the compressed file icycape_survey_area.zip, for more detailed descriptions of the areas, maps, and digital files of the survey areas.

1.2 Issuing Office, Project Manager, and RFP Access

Issuing Office Mailing & Physical Address:

Department of Natural Resources
Division of Geological & Geophysical Surveys
3354 College Road
Fairbanks, AK 99709-3707
Telephone: (907) 451-5000

The Project Manager will be identified in the contract.

The Request for Proposals will be posted on the States Online Public Notice website at:

<https://aws.state.ak.us/OnlinePublicNotices/default.aspx>

and the IRIS Vendor Self-Service VSS) portal at:

<https://iris-adv.alaska.gov/webapp/PRDVSS1X1/AltSelfService>

A link to the RFP information on the Online Public Notice site will be provided on the DGGs Web site <http://www.dggs.alaska.gov/> under the “Headlines” section. The posted compressed file “icycape_survey_areas.zip” contains geographically registered files needed for this project. See more information about these files in Appendix D in the RFP.

A package may be obtained in person at the address below during regular work hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except state holidays. If technical problems prevent downloading, one copy of the RFP will be sent on request. The state assumes no liability for incorrect addresses or delivery of RFP packages by public or private carriers or inability to download the RFP from the internet.

1.3 Deadline for Receipt of Proposals and Submission Instructions

Offerors must submit:

1. one hard copy cost proposal
2. one electronic cost proposal (optional) on digital media
3. four (4) hard copies of their technical proposal
4. one electronic technical proposal on digital media

to the issuing office, in a sealed package. The hard copy and optional electronic 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 labeled and addressed as follows:

To: State of Alaska

Department of Natural Resources

Division of Geological & Geophysical Surveys

RFP 160000077

Shelly Showalter

3354 College Road

Fairbanks, AK 99709-3707

Proposals must be received no later than 5:00 P.M., Alaska Time on June 9, 2016.

Supporting documentation is encouraged. This documentation may include but is not limited to example data, example maps, and example reports.

An Offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation. Oral, faxed, and emailed proposals are not acceptable and will be rejected.

1.4 Budget

A contract resulting from this RFP is subject to the availability of appropriations for the purpose of the contract. Approximately \$80,000 of State funding is expected to be available, pending final administrative approval. Proposals priced at more than \$100,000 for the proposed survey design and area may be considered non-responsive.

It is possible that the state will want to survey additional areas other than shown in this RFP. The state will negotiate cost to add these survey areas. The Contractor will not be obligated to these additional areas.

1.5 Contract Term and Work Schedule

The data collection will be conducted in summer of 2016. The contract will begin upon date of award, or approximately June 20, 2016, and end December 31, 2016. There are no renewal or extension options for this contract. A detailed schedule of the deliverables is listed in Section 5 of this RFP.

1.6 Location of Work

The location of data acquisition will be the field areas described in Sections 4 and 5 and Appendix D. Associated activities such data processing may be done in other locations.

1.7 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 States Trafficking in Persons Report.

The most recent United States Department of States 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.

1.8 Assistance to Offerors with a Disability

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

1.9 Required Review

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

1.10 Questions Received Prior to Deadline for Receipt of Proposals

All questions must be in writing and directed to the DNR Procurement Officer via fax to 907-269-8909 or via email to dnr.ssd.procurement@alaska.gov. 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.

1.11 Amendments

If an amendment is issued, it will be provided to all who were mailed 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 web site or IRIS Vendor Self-Service (VSS) portal.

1.12 Alternate Proposals

Offerors may only submit one proposal for evaluation.

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

1.13 Right of Rejection

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

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

Minor informalities that:

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

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest. **A proposal from a debarred or suspended offeror shall be rejected.**

1.14 State Not Responsible for Preparation Costs

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

1.15 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 offerors 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.

1.16 Subcontractors

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

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

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

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

1.17 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 which identifies the principals involved and their rights and responsibilities regarding performance and payment.

1.18 Offeror's Certification

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

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

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

1.19 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner, 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.

1.20 Right to Inspect Place of Business

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

1.21 Solicitation and Advertising

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

1.22 News Releases

News releases pertaining to this RFP or the project to which it relates shall not be made without prior approval of the Project Manager.

1.23 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.

1.24 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.

1.25 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.

1.26 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 bid (by the bidder) 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 (Appendix [E](#)) must be completed and submitted with your bid.

1.27 Federal Requirements

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

2 Standard Proposal Information

2.1 Authorized Signature

All proposals must be signed by an individual authorized to bind the Offeror to its provisions of the RFP. Proposal must remain valid for at least 90 days from the date set as the deadline for receipt of proposals.

2.2 Pre-proposal Conference

Not Applicable

2.3 Site Inspection

Not Applicable

2.4 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.

2.5 Supplemental Terms and Conditions

Proposals must comply with Section **1.13 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.

2.6 Clarification of Offers

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

2.7 Discussions With Offers

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.

2.8 Prior Experience

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

Three years demonstrated experience in conducting similar surveys.

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

2.9 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 7 of this RFP.

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

2.10 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.

2.11 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.

2.12 Alaska Business License and Other Required Licenses

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

- (a) copy of an Alaska business license;
- (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 affidavit that the offeror has applied and paid for the Alaska business license.

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

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

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

2.13 Application of Preferences

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

Department of Administration, Division of General Services web site:

<http://doa.alaska.gov/dgs/policy.html>

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.321(b)

Alaskans with Disability Preference - AS 36.30.321(d)

Alaska Veterans Preference - AS 36.30.321(f)

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

2.14 5 Percent Alaska Bidder Preference AS 36.30.321(a), AS 36.30.990(2), & 2 AAC 12.260

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

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

Alaska Bidder Preference Affidavit

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

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

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

2.15 5 Percent Alaska Veteran Preference

AS 36.30.321(f)

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

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

Alaska Veteran Preference Affidavit

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

2.16 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260

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 through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula used to convert cost to points when the RFP allotted 40% (40 points) of the total of 100 points for cost.

[STEP 1]

List and use all proposal prices, **adjusted** where appropriate by the application of all applicable preferences.

Offeror #1 - Non-Alaskan Offeror \$40,000

Offeror #2 - Alaskan Offeror \$42,750

Offeror #3 - Alaskan Offeror \$47,500

[STEP 2]

Convert cost to points using this formula.

$$\frac{\text{Price Lowest Cost Proposal}}{\text{Price of Proposal}} \times \text{Maximum Points for Cost} = \text{Points Awarded for Cost}$$

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

$$\frac{\$40,000}{\$42,750} \times 40 = 37.4 \text{ Points Awarded for Cost}$$

Offeror #3 receives 33.7 points.

$$\frac{\$40,000}{\$47,500} \times 40 = 33.7 \text{ Points Awarded for Cost}$$

2.17 Alaska Offeror Preference AS 36.30.321 & 2 AAC 12.260

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

EXAMPLE

Alaska Offeror Preference

[STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

Total number of points available - 100 Points

$$100 \quad \times \quad 10\% \quad = \quad 10$$

$$\begin{array}{l} \text{Total Points Available} \end{array} \times \begin{array}{l} \text{Alaskan Offerors Percentage Preference} \end{array} = \begin{array}{l} \text{Number of Points Given to Alaskan Offerors Under the Preference} \end{array}$$

[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

Offeror #1 - 89 points
 Offeror #2 - 80 points
 Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

Offeror #1 - **89 points**
 Offeror #2 - **90 points**
 Offeror #3 - **98 points**

Offeror #3 is awarded the contract.

2.18 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held at the Department of Natural Resources, Division of Geological & Geophysical Surveys, 3354 College Road, Fairbanks, Alaska, or by teleconference.

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

2.19 Failure to Negotiate

If the selected offeror

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

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

2.20 Notice of Intent to Award (NIA) – Offeror Notification of Selection

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

2.21 Protests

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

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

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

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

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

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

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

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

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

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

3 Standard Contract Information

3.1 Contract Type

The contract awarded as a result of this RFP will be a fixed price contract based on a fixed price for certain deliverables and a negotiated price schedule for variable items. The Contractor will be expected to complete the required tasks within the fixed costs negotiated in the contract.

3.2 Contract Approval

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; the commissioner's designee; or, the Procurement Officer. 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.

3.3 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix C). 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 C must be set out in the offerors proposal.

3.4 Proposal as Part of the Contract

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

3.5 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.

3.6 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, 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 must be set out in the offerors proposal.

3.7 Bid Bond - Performance Bond - Surety Deposit

Not applicable for this RFP

3.8 Contract Funding

Payment for the contract is subject to funds already appropriated and identified.

3.9 Proposed Payment Procedures

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and appropriate data deliverable. No payment will be made until the data are reviewed by the Project Manager. All payments will be NET 30 days upon receipt of a true and correct invoice and approval by the Project Manager.. The anticipated payment schedule will be:

1. 33 % when data collection is 50 % complete
2. 33 % when data collection is 100 % complete
3. 34 % when all required data deliverables are received

3.10 Contract Payment

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

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

3.11 Informal Debriefing

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

3.12 Contract Personnel

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

3.13 Inspection & Modification Reimbursement for Unacceptable Deliverables

The Contractor is responsible for quality, accuracy and completion of all work identified by the contract. All work shall be subject to evaluation and inspection by the state at all times to assure

satisfactory progress, to be certain that work is being performed in accordance with the contract specifications, terms and conditions, and to determine if corrections and modifications are necessary. Should such inspections indicate substantial failure on the part of the Contractor, the state may, depending on the situation, either terminate the contract for default or contract an outside vendor to verify the accuracy of the data or compliance with the contract specifications.

If the outside vendor determines the data is not within contract specifications, the state has the option to have the Contractor correct and finish all or part of the work or may terminate the contract as discussed in Section 3.14.

Furthermore, the state may require the Contractor to reimburse any monies paid (pro rata based on the identified proportion of unacceptable products received) and any associated damage costs. Damages assessed to the Contractor include but are not limited to such items as additional processing of the data to verify it's accuracy or compliance with the contract specifications, re-flying of flight lines, or properly formatting the data to produce the required deliverables.

3.14 Termination for Default

If the Contractor refuses, fails, or for any reason is unable to perform the work, or any separable part thereof, with such diligence or compliance with the contract requirements as will ensure its completion within the written contracted time frame and the technical requirements of the contract, the state may, by written notice to the Contractor, terminate the right to proceed with all work or only such part of the work as to which there have been delays or deficiencies in meeting the contract requirements. This work may include but it is not limited to such items as additional processing of the data to verify it's accuracy or compliance with the contract specifications, re-flying of flight lines, or properly formatting the data to produce the required deliverables.

If the Contractor is unable to proceed with the work in accordance with the contract specifications the state may contract directly with other sources for whatever work may be required to meet the terms of the original contract and deduct the fee for that work from any payments due the Contractor and require the Contractor to reimburse the state for any additional costs that may be incurred in completing the work in accordance with the terms of the original contract.

Termination of part of the contract for default does not exempt the Contractor from performance of the remainder of the work and delivery of work completed prior to issuance of the written notice.

This clause does not restrict the state's termination rights under the general contract provisions of Form 02-093, Appendix C.

3.15 Liquidated Damages

Whether or not the Contractor's right to proceed with the work is terminated, he will be liable for damages resulting from his refusal or failure to complete the work within the timeframe specified in the contract.

Liquidated and actual damages for delay shall be paid by the Contractor to the department in the amount of \$500.00 for each calendar day the completion of work or any part thereof is delayed beyond the time required by the contract or any extension thereof.

The Contractor acknowledges that the liquidated damages established are not a penalty but rather constitute an estimate of damages that the department will sustain by reason of delayed completion.

These damages will continue to run both before and after termination in the event of default termination. The damages do not cover excess costs of completion or state costs, fees, and charges related to repurchase. If a default termination occurs, the Contractor shall pay in addition to these damages, all excess costs and expenses related to completion as provided by Section 3.14.

3.16 Contract Changes - Unanticipated Amendments

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

The contractor will not commence additional work until the 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; the commissioner's designee; or, the Procurement Officer.

3.17 Contract Invalidation

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

3.18 Confidentiality and Ownership of Documents

All data, maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents, computer files and all other data compiled by or received by the Contractor under this Contract shall be the property of the of the Alaska Mental Health Trust Land Office (TLO), shall be treated by the Contractor as confidential and shall be delivered only to the state Project Manager or other authorized officials as required in the contract. Their contents shall not be made known by the Contractor to any person other than personnel of the Contractor performing services under this Contract without written consent of the state. TLO reserves the exclusive rights and ownership of all data.

3.19 Exploration Exclusion

As part of the contract, the Contractor agrees that their firm, its associates, subcontractors and joint venture partners will not conduct exploration programs or mining land acquisition efforts within ten (10) miles of the geophysical survey area specified in the contract, for a period between the signing of the contract and five (5) years after.

4 Background Information

4.1 Project Goals and Objectives

The resulting data from the proposed magnetic geophysical survey in this RFP will:

1. spatially identify areas of magnetic, concentrated heavy mineral sands in the upper 100 m of surficial deposits
2. provide best possible resolution of the upper 50 m of the subsurface
3. refine geologic framework
4. be inversion-ready data

4.2 Area to be Surveyed

The magnetic survey will be located at Icy Cape, Alaska. Icy Cape is along the coast approximately 130 km west-north-west of Yakutat, Alaska. The survey location is shown in Figure [1](#)

Table 1: Survey area and approximate line kilometers and location

Area	Approximate line km	Latitude	Longitude
Icy Cape	750	59.9756°N	141.7202°W

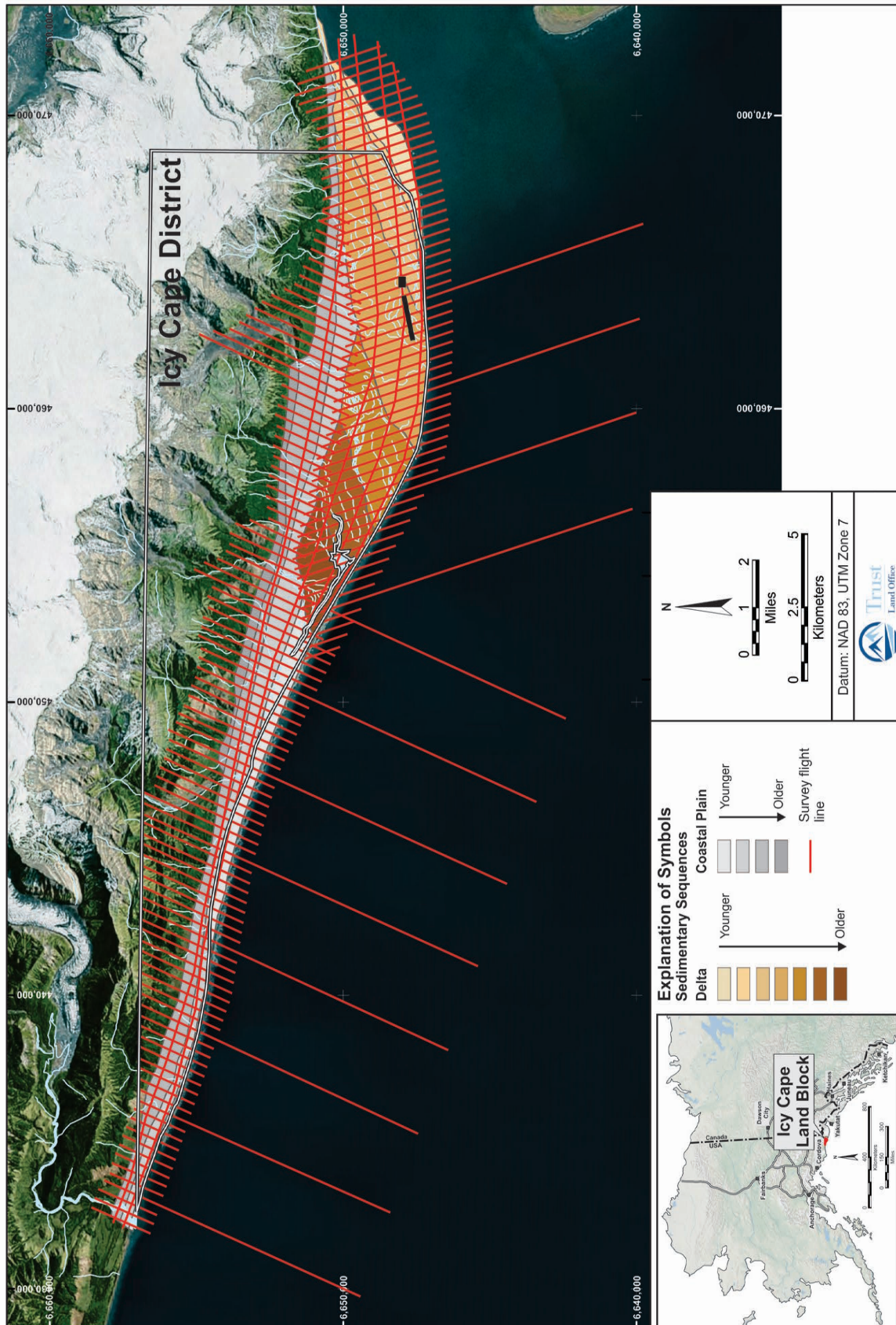


Figure 1: Geographic location of the Icy Cape survey and preliminary survey design. Reference Table 1 for approximate line kilometers (km) of the survey area. Table 2 lists line km bins for bidding.

5 Scope of Work

5.1 Icy Cape, southern Alaska

The primary focus of the Icy Cape survey is the identification of areas with concentrated heavy mineral sands in the upper 50m - 100m on top of bedrock. These sands contain epidote, garnet, magnetite, zircon, ilmenite, rutile and gold. The survey covers approximately 300 square kilometers. Figure 1 shows the preliminary survey design. Preliminary flight lines are provided in Appendix D as both an ESRI shapefile and a KML file. Final survey design will be determined after contract award.

Please submit a preliminary flight plan in both ESRI shapefile and KML file formats in your proposal. Include the total line km of the submitted flight plan. A final flight plan must be provided to and approved by the State Project Manager before data acquisition begins.

DGGS cannot be involved in interactive survey design prior to contract award. DGGS cannot review any portion of an offeror's response prior to the closing date of this RFP.

5.2 Data Types

magnetic data

5.3 Survey Platform

Any aircraft capable of safe operations at the specified terrain clearance.

5.4 Project Coordinate Systems

UTM WGS 84 meters and Longitude and Latitude WGS 84

5.5 Line Direction

Variable

5.6 Line Spacing

Approximately 333 meters.

5.7 Ground Clearance

Target mean sensor terrain clearance of 30 m or less over all areas with unconsolidated sediments. Offerors shall discuss legal, equipment, and operational factors that require deviation from the specified terrain clearance.

5.8 Tie Lines

Tie lines shall be flown perpendicular or nearly perpendicular to traverse lines. All tie lines must extend at least the line spacing beyond the survey area at survey altitude. Offerors must employ a survey design that enables accurate leveling of the data.

5.9 Flight-Line Tolerance

Uniform spacing of flight lines is preferred throughout survey where possible. In areas free of operation hazards flight lines will be rejected and will be reflight if deviations from specified flight path of more than 20 % of line spacing over a distance of more than two times the line spacing.

If the spacing between survey lines exceeds the specifications in this section, a fill-in line shall be flown at the Contractor's expense. However, if the flight-line spacing deviation is caused by safety requirements or FAA regulations, the Contractor is not required to fly a fill-in line.

Parts of lines reflight to complete a flight line must cross control lines at either end and cross the original survey line at a low angle at a point where the data is acceptable.

5.10 Reflight Specifications

The Contractor will resurvey, free of charges, lines or segments of lines for which the required digital data are missing or are not in accordance with the Technical Specifications. Isolated errors or spikes and short, non-sequential gaps consisting of a few points that can be corrected by interpolation are acceptable. When reflights are necessary, all types of data will be reacquired and integrated into the existing data set. Reflights will be flown for the situations listed below.

1. **Deviations exceeding flight path tolerance:** Flight path lines will be rejected and will be reflight if deviations from specified flight path exceed the specified flight path tolerance. However, if the flight line spacing deviation is caused by safety requirements or FAA regulations, the Contractor is not required to fly a fill-in line.
2. **Deviations exceeding altitude tolerance:** Excessive deviations in altitude that are not caused by safety reasons shall be reflight.
3. **Data gaps:** Any gap in the data longer than 100 m will require a reflight.
4. **Excess diurnal variation:** The Contractor will re-fly any line segments that exceed the tolerance for diurnal variation.
5. **Excess electromagnetic noise:** The Contractor will re-fly any line segments that exceed the tolerance for natural source and system electromagnetic noise.
6. **Other incomplete data:** Any non-complete data, such as non-recoverable GPS data are cause for reflights. Continuous or semi-continuous strings of missing data of more than one-half the line spacing shall be brought to the attention of the Project Manager for acceptance or rejection of data.

7. **Other technical standards not met:** Any technically not acceptable data, such as periodic oscillations in magnetometer data, etc., are cause for reflights. Data problems must be called to the attention of the Project Manager.
8. **Lost digital data:** The Contractor must make back-up copies of the digital data for themselves. If digital data are lost in transit or in processing, any reflights to replace the lost digital data will be made at the Contractor's expense.

5.11 Flying Speed

An optimal data acquisition speed envelope will be provided in the Offeror's response.

5.12 Federal Aviation Administration

All Federal Aviation Administration rules apply.

5.13 Observance of Military Operations

Military training routes may cross any of the survey areas. Information about training routes is given at the web sites <http://www.faa.gov> and <http://www.elmendorf.af.mil>. Frequent contact with the appropriate Air Force Base Range Control will be necessary and is the Contractor's responsibility. The Proposer should state their procedure for dealing with flight restrictions.

5.14 Hunting Season

Hunting season may interfere with acquisition of data. It is in the State's best interest to cooperate with the appropriate regulatory agencies, landowners, guides, and individual hunters. Offerors should state their procedure for dealing with hunting season. Some useful sites include the following:

1. Lists of big game guides and maps of guide use areas:
 - (a) <http://www.commerce.alaska.gov/occ/guideusemaps/mainpage.cfm>
 - (b) <http://www.commerce.alaska.gov/occ/apps/GuiUseReg.cfm>
2. Alaska Division of Fish & Game main hunting page:
 - (a) <http://www.adfg.alaska.gov/index.cfm?adfg=hunting.main>
3. Maps of game management areas:
 - (a) <http://www.adfg.alaska.gov/index.cfm?adfg=huntingmaps.gmuinfo&gmu=20>
4. Alaska Native corporation lands:
 - (a) <http://www.ncai.org/tribal-directory/alaska-native-corporations>

5. Alaska Department of Natural Resources Division of Mining, Land and Water - recreational permits and leases:

(a) <http://dnr.alaska.gov/mlw/>

5.15 Magnetic System

The following magnetic system specifications or characteristics should be specified in the offeror's response.

1. sensor dynamic range
2. sensor type
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. heading test, errors, and/or figure of merit
10. Earth's magnetic field monitoring, recording, and correction, base station magnetometers(s) specifications
11. quality control procedures
12. leveling procedures

5.16 Positioning System

A differential GPS will be used for data positioning. Pitch, roll, and yaw will be recorded if applicable. Final horizontal sensor position accuracy should be sub-meter. A laser or radar altimeter will be used to record ground clearance within 1% of flight height.

5.17 Photographic or Video System

Continuous georeferenced photos, video, or both will be recorded. These data will provide ground condition information and data location verification. The image data should be structured to allow the geophysical data to be correlated using GPS format time, location, line, and/or fid as part of the image, in exif data, a separate georeferencing file, or photograph file name embedded in the database (this could be GPS format time). These data must have sufficient resolution to determine vegetation type.

5.18 Quality Control

Quality control procedures must be described in detail in the offeror's response. At a minimum:

1. All equipment serial numbers and/or system identification numbers must be recorded and provided. Any equipment changes will be documented.
2. Calibration test results must be recorded and provided to Project Manager before production flying begins.
3. Heading and/or figure of merit (FOM) test results must be recorded and provided to the Project Manager before production flying begins.
4. System(s) lag test(s) results must be recorded and provided to Project Manager before production flying begins.
5. Navigation system test results must be recorded and provided to Project Manager before production flying begins.
6. The earth magnetic field must be continually monitored and recorded using one or more base station magnetometers during data collection. Data collection will not occur when non-linear variations of the earth's magnetic field exceeds 10 nT from a one minute chord.
7. System(s) drift will be monitored during data collection. Drift limits in the offeror's response will be the contract limits.

5.19 Inspection by State Project Manager

The state Project Manager may make a visit at any time to review equipment, calibration results, procedures, and all data. It required that the Contractor will review all data and equipment with the state Project Manager at that time. The Contractor must be prepared to discuss and provide the following at a minimum:

1. Equipment changes
2. Calibration results
3. Flight path
4. Preliminary line data
5. Preliminary grids
6. Examples of the worst data that is within specifications
7. Examples of data that are being reflowed
8. Data gaps
9. Videos or images of the flight path.

5.20 Data Review Prior to Demobilization

The Contractor must provide the final flightpath of valid data in a georeferenced format prior to demobilization for approval. Failure to comply with this item may warrant unnecessary expense on the Contractor's part, as remobilization to the area may be necessary.

5.21 Approval of Deliverables by State Project Manager

Completed or draft versions of all deliverables must be provided to the state Project Manager for approval.

5.22 Daily Update

A daily operations update is required and must include daily production, problems, meetings, percent complete, and georeferenced preliminary grid in GeoTiff or Geosoft grid format, and line path as point or vector data.

5.23 Preliminary Data Deliverable

A preliminary data deliverable for each survey area must be provided within five (5) days after data collection is completed and must include the following:

1. **Geosoft Database:** This database should include partially processed magnetic. At a minimum data will be diurnal corrected, lag corrected, heading corrected or compensated, and drift corrected.
2. **KML Files:** The resulting KMZ should include line path at a minimum.
3. **Vector Data:** Line path data will be provided in ESRI shapefile format

5.24 Final Data Deliverable

Final data for each project area must be delivered 60 days after the completion of data acquisition. Detailed naming convention guidelines will be provided by the Project Manager. The Contractor must take an active role in preparing and editing deliverables with the Project Manager. The final data deliverable must include:

1. **ASCII Data:** Geosoft XYZ and CSV formats. Calibration line(s) will be a separate file. These files will contain all raw and processed data. 1D first (calculated or recorded) and second vertical derivative (calculated data) will be provided in the line data. Positions will be in UTM and Geographic formats. Local or UTC time, GPS time, line, fid, flight, and date will be included with each record.
2. **Geosoft Database:** Calibration line(s) will be a separate file. These files will contain all raw and processed data. Positions will be in UTM and Geographic formats. Local or UTC time, GPS time, line, fid, flight, and date will be included with each record.

3. **Gridded Data:** Gridded data will be provided in Geosoft grid, GeoTiff, and ER Mapper format. Separate colorbars 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 Project Manager. Grids to be provided include the following:
 - (a) Ground clearance
 - (b) Residual magnetic intensity
 - (c) First vertical derivative (magnetic data)
 - (d) Second vertical derivative (magnetic data)
 - (e) Analytic signal (magnetic data)
4. **Maps:** Maps will be created for the project area. If possible map scales of 1:31,680, 1:63,360, or 1:250,000 should be used. Each map should include a base layer of topography, major geographic features, and Public Land Survey System grid. Maps will be delivered in pdf and print file format. A map will be produced of flight path and each required grid.
5. **KML Files:** A KMZ file will be delivered containing all grids, grid contours, flight path, and survey boundary.
6. **Vector Data:** Flight path, survey boundary, and grid contours will be delivered in ESRI shapefile format.
7. **Video or Photographic Data**
8. **Project Report:** The project report at a minimum must describe equipment used, system specifications, system settings, test results, calibration results, operations, personnel, survey specifications, data processing, quality control, data deliverable, process steps, and any other pertinent or requested information.
9. **Metadata and Other Supporting Documentation:** Any additional supporting documentation necessary for creating robust metadata and readme files must be provided.

5.25 Optional Services

Offerors may propose optional services beyond the requirements of this RFP. These may include but are not limited to the collection of additional data types such as magnetic gradients, additional data deliverables, and inversions. Any optional services should be listed in your proposal including their value for meeting the objectives listed in Section 4.

6 Proposal Submission Format

6.1 Proposal Format and Content

Offerors should submit a concise well organizing response demonstrating their ability to meet the requirements of this RFP. The response must include separate technical and cost proposals. The technical proposal should include an introduction, understanding of the project, methodology, management plan, and offeror's experience and qualifications. To avoid cost influencing evaluation by the Proposal Evaluation Committee members, cost will be evaluated separately by the DNR Procurement Officer or delegated representative. **The cost proposal must be submitted separately in a sealed envelope within the proposal package. This includes electronic cost proposals**

6.2 Introduction

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

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

6.3 Understanding of the Project

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

6.4 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 states project goals. Offerors must include magnetic system specifications, positioning system specifications, photographic or video system specifications, and a description of quality control procedures. A preliminary flightpath and total line kilometers for each area should be provided. Flightpath must be provided in ESRI shapefile and KMZ formats.

6.5 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. Offerors must describe their ability and plan to provide the required deliverables including but not limited to progress updates, near-real-time data, preliminary data, and final data. Offerors must demonstrate their firm's overall commitment to safety. Operational issues such as poor weather, ground conditions that require operation above the specified ground clearance, equipment failure, FAA regulations, change in scope and more should be addressed. 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.

6.6 Experience and Qualifications

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:

1. title
2. résumé
3. location(s) where work will be performed

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed. Offerors should include within this section the firms experience conducting similar surveys Example data and deliverables for similar work are strongly recommended.

6.7 Cost Proposal

Cost proposals must include an itemized list of all costs associated with the performance of the contract subdivided by the categories listed in Tables [2](#) and [3](#).

Table 2: Cost Table Template

Price schedule	1	2
Baseline km	750	1500
Line km valid for		
Lodging		
Per diem		
Fuel		
Aircraft		
Mobilization		
Personal services - data acquisition		
Personal services - data processing		
Profit		
Total fixed cost for baseline km		
Cost addition or reduction per km for deviation from baseline		

Table 3: Optional Services Table Template

Price schedule	1	2
Optional service A		
Total fixed cost for baseline km		
Cost addition or reduction per km for deviation from baseline		
Optional Service B		
Total fixed cost for baseline km		
Cost addition or reduction per km for deviation from baseline		
...		
...		
...		

6.8 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criteria set out in Section [7](#).

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.

7 Evaluation Criteria and Contractor Selection

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

The evaluation form in Appendix [A](#) will be used to score offerors' proposals. Scoring will be done based on the technical merit and cost of each proposal.

7.1 Technical Merit (50 Points)

Offerors will be scored on:

1. Their understanding of the project (10 Points)
2. The methodology they propose to use for the project (20 Points)
3. The management plan proposed for the project (10 Points)
4. Their experience and qualifications (10 Points)

7.2 Contract Cost (40 Points)

Forty percent of the total evaluation points will be assigned to cost. **Cost scoring will be performed using the total fixed cost of price schedule 1 specified in Section [6.7](#).** 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 Sections [2.14](#), [2.15](#), and [2.16](#).

7.3 Alaska Offeror Preference (10 Points)

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

A Proposal Evaluation Form

Form on following page

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Icy Cape RFP Evaluation Form

Reviewer:

Offeror:

Total Score:

yes	no	1) Was the response submitted before the deadline?
yes	no	2) Is response signed by an authorized party?
yes	no	3) Is the offer valid for 90 days?
yes	no	4) Does the offeror have the required experience?
yes	no	5) Is the Federal Debarment form signed?
yes	no	6) Is the Offeror on the Federal Debarment list?

If questions 1 through 5 are answered with a yes and question 6 is answered with a no, then the offer is considered responsive.

yes no Is the offer considered responsive?

Evaluation Criteria

Score: **Understanding (10 Points)**

To what degree has the offeror demonstrated an understanding of the deliverables the State expects it to provide?
How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

notes:

Score: **Methodology (20 Points)**

Does the response have logical layout? Is the text well written and sufficiently explain the subject matter? Are the figures adequate and clear?
Is the proposed aircraft adequate and meet the requirements of this RFP?
Is the magnetic data system adequate and well defined?
Are optional services or data types discussed?
Is the video or continuous photographic system adequate?
Is the positioning system adequate?
Is the monitoring and recording system of the Earth's magnetic field adequate?
Are heading, lag, and/or FOM limits and procedures defined?
Are QC and processing procedures clearly defined?
Are final peak-to-peak noise levels of each data type specified and acceptable?
Are system drift (if any) tolerances and mitigation clearly defined?
Has a reasonable initial flight path been proposed?
How well does the methodology match and achieve the objectives set out in the RFP? Does the methodology depict a logical approach to fulfilling the requirements of the RFP?

notes:

Icy Cape RFP Evaluation Form

Reviewer:

Offeror:

Score: _____ Management Plan (10 Points)

Can the offeror provide real-time or near-real-time preliminary data?

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

Does the offeror have back-up equipment and the ability to perform field repairs?

How well has the offeror identified pertinent issues and potential problems and their solutions related to the project?

Is a calibration line for each area include in the proposed data acquisition?

Is the proposed data acquisition and data processing schedule reasonable and meet the State's goals?

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

Does the offeror demonstrate they can accommodate change in work or additional work added the scope?

Does the firm show a commitment to safety?

How well is accountability completely and clearly defined?

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

notes:

Score: _____ Experience (10 Points)

Does the response include a map, a data example, a report, and/or other deliverable examples? Does the response contain an example of supporting documentation, a readme file, or metadata?

Are letters of support, acknowledgement, or recommendation provided? Are references provided?

Is the organization of the project team clear?

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

Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? How extensive is the applicable education and experience of the personnel designated to work on the project?

How well has the firm demonstrated experience in completing similar projects on time and within budget? How successful is the general history of the firm regarding timely and successful completion of projects?

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

Does the offeror's team have the experience necessary to effectively complete the job?

notes:

Score: _____ Alaska Offeror Preference (10 Points)

B Form 02-093 B-1: 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 occurrence.

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

2.4 Aircraft Liability Insurance: Covering all aircraft used in this contract with liability coverage limits not less than \$10,000,000 combined single limit for bodily injury and property damage and not less than \$500,000 per passenger seat.

The state of Alaska shall be named as additional insured. This insurance shall be considered to be primary and non-contributory to any other insurance carried by the state through self insurance or otherwise.

C Form 02-093: Standard Agreement Form and General Contract Provisions

Example form on following pages

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STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number	2. ASPS Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor		hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE 2. Performance of Service: 2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the services to be performed by the contractor. ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____. ARTICLE 4. Considerations: 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D. 4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:			
11. Department of		Attention: Division of	
Mailing Address		Attention:	

12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

Approved as to form per AS 36.30.340: _____, Attorney General's Office

GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

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

Article 3. Disputes.

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

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problems 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 the 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 breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes

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

Article 10. Ownership of Documents.

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

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, among other things, that provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Article 15. Compliance.

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

Article 16. Force Majeure.

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

D Geographically registered data files of proposed survey areas

Digital file attached or adjacent to this document. Digital zip file “icycape_survey_area.zip” contains the following files in ESRI shape and or KML/KMZ formats:

1. icycape_survey_lines : preliminary flight path

E Federal 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)

(1) 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.

(2) 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 and Title of Authorized Representative

Signature

Date

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.

F Example Notice of Intent to Award

Notice on following page

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NOTICE OF INTENT TO AWARD A CONTRACT



Department of Administration
Division of General Services
Seventh Floor - State Office Bldg.
333 Willoughby Street
P.O. Box 110210
Juneau, Alaska 99811-0210

THIS IS NOT AN ORDER

DATE ISSUED:

RFP NO.:

RFP DEADLINE:

RFP SUBJECT:

CONTRACTING OFFICER:

SIGNATURE: _____

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received. The responsible and responsive offeror whose proposal was determined in writing to be the most advantageous is indicated. An offeror who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the contracting officer.** A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

Offerors	Responsive	Total Score	Most Advantageous

LEGEND: @ -- MOST ADVANTAGEOUS
Y -- RESPONSIVE PROPOSAL
N -- NON-RESPONSIVE PROPOSAL

SUMMARY

G Offeror's Checklist

- The response is signed.
- The offer is valid for 90 days.
- Four (4) hard copies of the technical proposal and one electronic technical proposal.
- One hard copy cost proposal submitted in a separate sealed envelope within the proposal package.
- One signed copy of the Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form.
- Data and deliverable examples in electronic and/or hard copy formats.
- Preliminary flightpath in ESRI shapefile and KMZ formats.