

# STATE OF ALASKA

Department of Natural Resources

# **Request for Proposal**

RFP 10 180000041 - 1

# TITLE:

Land Survey for Juneau, Sitka, & Wrangell Areas for TLO

## **PURPOSE:**

The Department of Natural Resources (DNR), Mental Health Trust Land Office (TLO), is soliciting proposals for professional land surveyor services in the Juneau, Sitka, and Wrangell areas as specified within this RFP.

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

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

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Date of Issue: January 08, 2018

Deadline for Receipt of Proposals: January 31, 2018 14:00:00

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

PROCUREMENT OFFICER: James Sonnier TELEPHONE NUMBER: (907)269-8687

EMAIL: jim.sonnier@alaska.gov

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

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					PREFERE	NCES			
	Does your business qualify for the Alaska bidder preference?					es your busir eran preferer	•	lify for the Alaska	
		Yes		No			Yes	No No	
PROPOS	SAL SC	HEDUL	E						
Eve	ent Date	<u> </u>				Event Des	scription		
01/1	8/18			Questions D	ie				
01/31/18 Solicitation (			Solicitation C	losing Date/Tim	ne				
LINE ITE	EMS								
Line No.		Des	cripti	on			Quantity	Unit	Unit Cost
1	Land S	urvey for	Junea	iu, Sitka, & Wrar	gell Areas for T	LO			
Start D	ate	End Da	ate	<b>Delivery Date</b>		F.O.B.	Point		Extended Line Total
02/27/18	3	05/31/19							
Extended Description: Professional land surveyor services in the Juneau, Sitka, and Wrangell areas as specified within this RFP.  DO NOT ENTER COST IN THIS AREA.									
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Cod	de	Crite	eria De	escription	Points	PRIC	NOT LIST PR CES AND TO	TAL PRIC	sponse THIS SECTION. UNIT SES MUST BE FILLED

The following criteria will be used when determining the award of this solicitation						
Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)			
2	Experience	40				
3	Methodology	20				
4	Management Plan	20				
5	Understanding	10				
7	AK Offeror Pref	10				

Terms and Conditions					
No.	Name	Section			
004	Request for Proposals				

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# RFP 180000041

# Land Survey for Juneau, Sitka, Wrangell Areas for TLO

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# Land Survey for Juneau-Sitka-Wrangell Areas for TLO

## 1. INTRODUCTION AND INSTRUCTIONS

## 1.01 Purpose of the RFP

The Department of Natural Resources (DNR), Mental Health Trust Land Office (TLO), is soliciting proposals for professional land surveyor services in the Juneau-Sitka-Wrangell areas. A more detailed description including the Scope of Work can be found in Section 3 of this RFP.

# 1.02 Budget

Payment for the contract is subject to funds already appropriated and identified. Approval or continuation of a contract resulting from this is contingent upon legislative appropriation.

## 1.03 Deadline for Receipt of Proposals

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

#### 1.04 Prior Experience

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

Offeror must be a professional land surveyor licensed to practice within the State of Alaska. A copy of the professional land surveyor license must be provided with the proposal.

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

## 1.05 Required Review

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

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procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

## 1.06 Questions Prior to Deadline for Receipt of Proposals

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

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

Procurement Officer: Jim Sonnier – PHONE 907-269-8687 - FAX 907-269-8909 - TDD 907-269-8411 – Email <a href="mailto:dnr.ssd.procurement@alaska.gov">dnr.ssd.procurement@alaska.gov</a>

#### 1.07 Return Instructions

If using the U.S. mail, a delivery service, or delivering in person offerors must submit one original and three signed hard copies of their technical proposal in writing to the procurement officer in a sealed package. The sealed proposal package(s) must be addressed as follows:

Department of Natural Resources Support Services Division Procurement Section Attention: Jim Sonnier

Request for Proposal (RFP) Number: 180000041

RFP Title: Land Survey for Juneau-Sitka-Wrangell Areas for TLO

550 W. 7th Avenue, Suite 1330 Anchorage, Alaska 99501

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

If submitting a faxed proposal it is the offeror's responsibility to contact the DNR Procurement Section at 907-269-8687 to make arrangements prior to faxing the proposal and to confirm that the proposal has been received. The DNR Procurement Section's fax number is 907-269-8909. If submitting a proposal by fax please send only one copy of the technical and cost proposal. Faxed proposals must be received in their entirety by the DNR Procurement Section prior to the Deadline for Receipt of Responses. The State is not responsible for incomplete documents or for delays in transmission between the offeror and DNR Procurement. Late proposals will be considered non-responsive and will be rejected.

If submitting a proposal via email the technical proposal and cost proposal must be saved as separate PDF documents and emailed to dnr.ssd.procurement@alaska.gov as separate, clearly

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labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line. The maximum size of a single email (including all text and attachments) that can be received by the state is **20mb** (megabytes). If the email containing the proposal exceeds this size the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. Please send only one copy of the technical and cost proposal if submitting a proposal via email. It is the offeror's responsibility to contact the issuing agency at 907-269-8687 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments, or for delays in transmission between the sender and DNR Procurement. Also, DNR Procurement will not accept emailed proposals in a modifiable file format, i.e., MS Word, etc. Emailed proposals must be received in their entirety by the DNR Procurement Section prior to the Deadline for Responses. Late proposals will be considered non-responsive and will be rejected.

Proposals not received in their entirety to the DNR Procurement Section prior to the Deadline for Receipt of Responses will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

## 1.08 Proposal Contents

The following information must be included in all proposals.

# (a) Authorized Signature

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

#### (b) Offeror's Certification

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

- [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.

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

## (c) Vendor Tax ID

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

# (d) Conflict of Interest

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

## (e) Federal Requirements

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

## 1.09 Assistance to Offerors with a Disability

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

## 1.10 Amendments to Proposals

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

#### 1.11 Amendments to the RFP

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

## 1.12 RFP Schedule

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

- a. Issue RFP January 8, 2018,
- b. Deadline for Receipt of Proposals January 31, 2018,
- c. Proposal Evaluation Committee complete evaluation by February 8, 2018,
- d. State of Alaska issues Notice of Intent to Award a Contract February 9, 2018,
- e. State of Alaska issues contract February 21, 2018,
- f. Contract start February 27, 2018,
- g. Contract end May 31, 2019.

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

## 1.13 Pre-proposal Conference

There will be NO pre-proposal conference held for this RFP.

## 1.14 Alternate Proposals

Offerors may only submit one proposal for evaluation.

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

#### 1.15 News Releases

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

## 2. BACKGROUND INFORMATION

# 2.01 Background Information

As a condition of the Alaska Mental Health Trust Land Exchange Act of 2017 (U.S. Senate Bill S.131), in order to convey Alaska Mental Health Trust Land (the Trust) parcels to the U.S. Forest Service the Trust must survey or grant easements to identified parcels. All work must be done under the direct supervision of a land surveyor licensed to practice in the State of Alaska; must be completed as specified in the US Forest Service standards; and must meet local

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borough subdivision standards, specifications, and process.

## 3. SCOPE OF WORK AND CONTRACT INFORMATION

# 3.01 Scope of Work

The Department of Natural Resources (DNR), Mental Health Trust Land Office (TLO), is soliciting proposals for professional land surveyor services in the Juneau, Sitka, and Wrangell, Alaska, areas as specified herein or in documents attached to this RFP or the public notice posting for this RFP.

Potential areas to be surveyed and anticipated work to be performed for the contract(s) resulting from this RFP are: Juneau J-1A–J-1B parcel; Sitka S-2 S-3 S-4 parcel; Wrangell parcel W1; Wrangell parcel W2-W-3; and Wrangell parcel W4. Additional information on the parcels and requirements can be found in documents attached to this RFP.

The TLO has no conceptual plans. The offeror is to propose a methodology in their proposal that should meet the criteria of the local platting authority. The legislation requires the acquired Federal land to be "managed in their natural state" once they are conveyed to the US government. The final work must be acceptable to both the TLO and USFS.

Unless specified otherwise in the attached documents, the TLO requires no specific realization and epoch. We suggest the current NAD83 (2011) Epoch 2010.0000 information, however the offeror may offer something different in their proposal.

Unless specified otherwise in the attached documents, plats shall be based on geodetic north.

The TLO Project Manager has not been determined at this time. The TLO PM will be identified in the Master Agreement(s) resulting from this RFP.

#### 3.02 Contract Term and Work Schedule

The length of the contract will be from approximately February 27, 2018, or upon being signed by the DNR Procurement Officer, whichever is later, until completion approximately May 31, 2019.

There will be no renewal options for this contract. The contract may be extended at the State's sole discretion for a period not to exceed one year if required to complete necessary field work.

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

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#### 3.03 Deliverables

Deliverables will be specified in the Master Agreement issued by the TLO for specific tasks.

Examples of the types of deliverables that may be provided include but are not limited to: original approved mylar subdivision plats; copies of field notes, monument photographs, and quality control reports; copies of Adjoiner Notification letters; and copies of any reports prepared by the contractor for the local borough.

## 3.04 Contract Type

The resulting contract will be a fixed price contract. Contract prices will be negotiated for each tasking during evaluation and award of the proposals submitted for the task(s).

Multiple contracts may be awarded from this RFP. The State will issue a Master Agreement (MA) to each contractor selected for award.

## 3.05 Proposed Payment Procedures

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project manager.

# 3.06 Prompt Payment for State Purchases

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

## 3.07 Contract Payment

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

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

## 3.08 Location of Work

The location(s) the work is to be performed, completed, and managed are within the areas/borough as specified within documents attached to this RFP.

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

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

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

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

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

# 3.09 Third-Party Service Providers

Not applicable.

#### 3.10 Subcontractors

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

For the purpose of this RFP and resulting contract(s) "subcontractors" in this section refers to agency(ies) the primary intends to subcontract work with for any order issued under a contract resulting from this RFP. For example, "Company A intends to subcontract all land surveying work in the Petersburg area with Company B."

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

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

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

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

#### 3.11 Joint Ventures

Joint ventures will not be allowed.

# 3.12 Right to Inspect Place of Business

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

#### 3.13 F.O.B. Point

The F.O.B. point for all deliverables under contract(s) resulting from this RFP will be the Alaska Mental Health Trust Land Office identified in the Master Agreement. This may be either the Anchorage or Ketchikan office. Unless specifically stated otherwise, all prices offered must include the delivery costs to either Anchorage or Ketchikan, Alaska.

#### 3.14 Contract Personnel

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

## 3.15 Inspection & Modification - Reimbursement for Unacceptable Deliverables

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

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

## 3.16 Liquidated Damages

Not applicable.

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# 3.17 Contract Changes - Unanticipated Amendments

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

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

## 3.18 Nondisclosure and Confidentiality

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

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

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

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disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

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

## 3.19 Insurance Requirements

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

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

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

## 3.20 Termination for Default

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

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

#### 3.21 Other Considerations.

- a. Notification time periods for work may vary from 24 hours to several weeks depending on the nature and complexity of the work required;
- b. The expected level of detail associated with the contractor's work will be specified in the MA and will be project specific;

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- c. Unless special requests are made such as scheduled meetings or limited availability interviews the contractor will be free to perform required tasks at his/her discretion within the timeframe allotted by the TLO;
- d. Subcontractors may be used by the contractor subject to TLO approval and subcontractor information to include name, address, phone number, fax number, email address, and a copy of their Alaska business license must be submitted with the proposal;
- e. The contractor may be required to provide a detailed description of the subcontractors work and copies of agreements between the contractor and subcontractor;
- f. The TLO makes no guarantee as to any minimum or maximum amount of work that may be given to a contractor;
- g. Failure of the contractor to complete the work on time may be grounds for termination of the contract; and
- h. The TLO reserves the right to contract with other contractors for services that may be provided under this Master Agreement during the contract term and any subsequent renewal options if the TLO believes it is in the best interests of The Trust to do so.
- i. An offeror who is under contract for the Ketchikan and Meyers Chuck survey or who is completing additional field work for the TLO during the same field season may submit a proposal in response to this RFP. Offerors who may be submitting a proposal under the Petersburg survey (RFP 180000040) may also offer a proposal in response to this RFP. The offeror must include a narrative within their proposal describing in detail how they will manage the multiple projects simultaneously.

## 4. PROPOSAL FORMAT AND CONTENT

## 4.01. Proposal Format and Content

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

There is no page limit for offered proposals however offerors should include only information within their proposal that applies to the specific project and avoid any extraneous information.

#### 4.02 Introduction

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

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

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

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

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

# 4.03 Understanding of the Project

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

# 4.04 Methodology Used for the Project

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

## 4.05 Management Plan for the Project

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

An offeror who is under contract for the Ketchikan and Meyers Chuck survey; who is completing additional field work for the TLO during the same field season; or who is also offering a proposal in response to the Petersburg survey RFP (RFP 180000040) must include a narrative within their proposal describing in detail how they will manage the multiple projects simultaneously.

#### 4.06 Experience and Qualifications

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

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

As required by Alaska Statute 36.30.270(a)(1) and (2), offerors must also provide information

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regarding the employment practices of their firm with regards to women and minorities and the proximity of their firm's office or employee(s) to the project sites shown in this RFP.

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

## 4.07 Cost Proposal

DO NOT include a Cost Proposal within the proposal package. As required by AS 36.30.270, costs will be negotiated separately with offeror(s) determined to be the most advantageous to the State after evaluation of proposals.

#### 4.08 Evaluation Criteria

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

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

#### 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

## 5.01 Understanding of the Project (10%)

Proposals will be evaluated against the questions set out below:

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

## 5.02 Methodology Used for the Project (20%)

Proposals will be evaluated against the questions set out below:

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- a. How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- b. How well does the methodology match and achieve the objectives set out in the RFP?
- c. Does the methodology interface with the time schedule in the RFP?

# 5.03 Management Plan for the Project (20%)

Proposals will be evaluated against the questions set out below:

- a. How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- b. How well is accountability completely and clearly defined?
- c. Is the organization of the project team clear?
- d. How well does the management plan illustrate the lines of authority and communication?
- e. To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- f. Does it appear that the offeror can meet the schedule set out in the RFP?
- g. Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- h. To what degree is the proposal practical and feasible?
- i. To what extent has the offeror identified potential problems?
- j. Is the offeror currently under contract for the Ketchikan and Meyers Chuck survey or completing additional field work for the TLO during the anticipated field season for the work specified within this RFP? If no, did the offeror submit a proposal in response to the Petersburg RFP (RFP 180000040)? If yes to either question, to what degree is the methodology they propose for managing the multiple projects simultaneously practical and feasible?

# 5.04 Experience and Qualifications (40%)

Proposals will be evaluated against the questions set out below:

- a. Questions regarding the personnel:
- [1] Do the individuals assigned to the project have experience on similar projects?

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- [2] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- [3] How extensive is the applicable education and experience of the personnel designated to work on the project?
- b. Questions regarding the firm and subcontractor (if used):
- [1] How well has the firm demonstrated experience in completing similar projects on time and within budget?
- [2] How successful is the general history of the firm regarding timely and successful completion of projects?
- [3] Has the firm provided a list of references or letters of reference from previous clients?
- [4] Does the firm have experience in conducting professional land surveys on remote areas in Southeast Alaska? If so, how extensive is this experience?
- [5] How extensive is the firm's experience in conducting surveys to US Forest Service standards?
- [6] How extensive is the firm's experience in dealing with applicable platting authorities in Southeast Alaska?
- [7] Did the offeror provide information regarding the employment practices of the firm with regards to women and minorities?
- [8] Did the offeror provide information regarding the proximity of their office or employee(s) to the project sites identified within this RFP and is this location reasonable considering the possible work to be performed against an MA resulting from this RFP?
- [9] If a subcontractor will perform work on the contract how well do they measure up to the evaluation used for the offeror?

## 5.05 Contract Cost (0%)

Not applicable to this RFP. As required by AS 36.30.270, costs will be negotiated separately with offeror(s) determined to be the most advantageous to the State after evaluation of proposals.

# 5.06 Alaska Offeror Preference (10%)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror

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Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

## 6. GENERAL PROCESS INFORMATION

## 6.01 Informal Debriefing

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

# 6.02 Alaska Business License and Other Required Licenses

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

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

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

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

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

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable

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professional licenses required by Alaska Statute.

## 6.03 Site Inspection

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

#### 6.04 Clarification of Offers

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

#### 6.05 Discussions with Offerors

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

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

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

# 6.06 Evaluation of Proposals

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

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be adjusted as a result of receiving new or amended proposals.

# **6.07 Contract Negotiation**

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

If contract negotiations are commenced, they may be held in the Denali Conference room located on the 13th floor of the Atwood Building, 550 W. 7th Avenue, Anchorage, Alaska or at another location within Anchorage as determined by the DNR Procurement Officer.

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

#### 6.08 Failure to Negotiate

If the selected offeror

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

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

#### 6.09 Offeror Notification of Selection

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

#### 6.10 Protest

AS 36.30.560 provides that an interested party may protest the content of the RFP. An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract." If an interested

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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."

# **6.11 Application of Preferences**

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

Alaska Products Preference - AS 36.30.332 (Not applicable to this RFP)
Recycled Products Preference - AS 36.30.337 (Not applicable to this RFP)
Local Agriculture and Fisheries Products Preference - AS 36.15.050 (Not applicable to this RFP)
Employment Program Preference - AS 36.30.321(b)
Alaskans with Disabilities Preference - AS 36.30.321(d)
Alaska Veteran's Preference - AS 36.30.321(f) (Not applicable to this RFP)

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

#### 6.12 Alaska Bidder Preference

Not applicable to this RFP. As required by AS 36.30.270, costs will be negotiated separately with offeror(s) determined to be the most advantageous to the State after evaluation of proposals.

#### 6.13 Alaska Veteran Preference

Not applicable to this RFP. As required by AS 36.30.270, costs will be negotiated separately with offeror(s) determined to be the most advantageous to the State after evaluation of proposals.

## 6.14 Alaska Offeror Preference

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

It is important to note that the Alaska Bidder and Veteran preferences are applied to cost. Because cost is not an evaluation criteria for this RFP, the Alaska Bidder and Veteran preferences will not apply. The Alaska Offeror preference is based on points and is given to those offerors who would qualify for the Alaska Bidders preference. Award of the Alaska Offeror preference will apply to this RFP.

## 6.15 Formula Used to Convert Cost to Points

Not applicable to this RFP.

## 7. General Legal Information

# 7.01 Standard Contract Provisions

The contractor will be required to sign and submit the State's Standard Agreement Form

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

## 7.02 Proposal as a Part of the Contract

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

#### 7.03 Additional Terms and Conditions

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

#### 7.04 Human Trafficking

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

## 7.05 Right of Rejection

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

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

#### Minor informalities that:

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

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

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

# 7.06 State Not Responsible for Preparation Costs

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

## 7.07 Disclosure of Proposal Contents

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

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

## 7.08 Assignment

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

## 7.09 Disputes

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

## 7.10 Severability

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

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the particular provision held to be invalid.

# 7.11 Supplemental Terms and Conditions

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

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

#### 7.12 Contract Invalidation

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

## 7.13 Solicitation Advertising

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

#### 8. ATTACHMENTS

- 8.01 Proposal Evaluation Form
- 8.02 Standard Agreement Form Appendix A, General Conditions
- 8.03 Appendix B2
- 8.04 Offeror's Checklist
- 8.05 Juneau J-1A-J-1B Documents (attached separately to the IRIS VSS posting)
- 8.06 Sitka S-2 S-3 S-4 Documents (attached separately to the IRIS VSS posting)
- 8.07 Wrangell W1 Documents (attached separately to the IRIS VSS posting)
- 8.08 Wrangell W2-W3 Documents (attached separately to the IRIS VSS posting)
- 8.09 Wrangell W4 Documents (attached separately to the IRIS VSS posting)
- 8.10 Sample Landowner Survey Permission Letter (attached separately to the IRIS VSS posting)
- 8.11 USFS Region 10 Professional Land Survey Services Contract Specifications (attached separately to the IRIS VSS posting)

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		Areas for TLO					
RFP 180000041							
8.01 PROPOSAL EV	8.01 PROPOSAL EVALUATION FORM						
Offeror Name:							
Evaluator Name: Date of Review:							
	80000041 Land Survey	for Juneau, Sitka, Wrangell Areas for	or TLO				
EVALUATION CRITE	RIA AND SCORING						
THE TOTAL NUMBE	R OF POINTS USED TO	O SCORE THIS PROPOSAL IS 100					
All proposals will be reherein.	eviewed for responsiven	ness and then evaluated using the c	riteria set out				
5.01 Understanding	of the Project—10 Per	cent					
Maximum Point Value 100 Points x 10 Perce	e for this Section - 10 Po ent = 10 Points	pints					
Proposals will be eva	luated against the quest	ions set out below.					
a. How well has the o of the project?	fferor demonstrated a th	norough understanding of the purpos	se and scope				
NOTES:							
b. How well has the o project?	fferor identified pertinen	t issues and potential problems rela	ted to the				
NOTES:							
c. To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?							
NOTES:							
d. Has the offeror der	nonstrated an understar	nding of the state's time schedule an	d can meet it?				
NOTES:							

5.02 Methodology Used for the Project—20 Percent

EVALUATOR'S POINT TOTAL FOR 5.01:

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Maximum Point Value for this Section - 20 Points 100 Points x 20 Percent = 20 Points

Proposals will be evaluated against the questions set out below.

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

NOTES:

b. How well does the methodology match and achieve the objectives set out in the RFP?

NOTES:

c. Does the methodology interface with the time schedule in the proposal?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.02:	

# 5.03 Management Plan for the Project—20 Percent

Maximum Point Value for this Section - 20 Points 100 Points x 20 Percent = 20 Points

Proposals will be evaluated against the questions set out below.

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

NOTES:

b. How well is accountability completely and clearly defined?

NOTES:

c. Is the organization of the project team clear?

NOTES:

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

NOTES:

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

NOTES:

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

NOTES:

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

NOTES:

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

NOTES:

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

NOTES:

j. Is the offeror currently under contract for the Ketchikan and Meyers Chuck survey or completing additional field work for the TLO during the anticipated field season for the work specified within this RFP? If no, did the offeror submit a proposal in response to the Petersburg RFP (RFP 180000040)? If yes to either question, to what degree is the methodology they propose for managing the multiple projects simultaneously practical and feasible?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.03:	

## 5.04 Experience and Qualifications—40 Percent

Maximum Point Value for this Section - 40 Points 100 Points x 40 Percent = 40 Points

Proposals will be evaluated against the questions set out below.

- a. Questions regarding the personnel.
- 1) Do the individuals assigned to the project have experience on similar projects?

NOTES:

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

#### NOTES:

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

## NOTES:

- b. Questions regarding the firm.
- 1) Has the firm demonstrated experience in completing similar projects on time and within budget?

#### NOTES:

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

#### NOTES:

3) Has the firm provided a list of references or letters of reference from previous clients?

## NOTES:

4) Does the firm have experience in conducting professional land surveys on remote areas in Southeast Alaska? If so, how extensive is this experience?

#### NOTES:

5) How extensive is the firm's experience in conducting surveys to US Forest Service standards?

#### NOTES:

- 6) How extensive is the firm's experience in dealing with applicable platting authorities in Southeast Alaska?
- 7) Did the offeror provide information regarding the employment practices of the firm with regards to women and minorities?

  NOTES:
- 8) Did the offeror provide information regarding the proximity of their office or employee(s) to the project sites identified within this RFP and is this location reasonable considering the possible

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work to be performed un	der an MA resulting f	rom this RFP?				
NOTES:						
9) If a subcontractor will evaluation used for the o		project, how well do they measure u	p to the			
NOTES:						
EVALUATOR'S POINT TOTAL FOR 5.04:						
EVALUATOR'S COMBINED POINT TOTAL FOR SECTIONS 5.01 THROUGH 5.04:						
5.05 Contract Cost — 0 Percent						
As required by AS 36.30.270, costs will be negotiated separately with offeror(s) determined to be the most advantageous to the State after evaluation of proposals.						
PROCUREMENT OFFICER'S POINT TOTAL FOR COST: 0%						
5.06 Alaska Offeror Pre	eference — 10 Perce	ent				
Point Value for this Section — 10 Points 100 Points x 10 Percent = 10 Points						
If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.						
PROCUREMENT OFFICER'S POINT TOTAL FOR ALASKA OFFEROR'S PREFERENCE (EITHER 0 OR 10):						
5.07 COMBINED TOTAL	_					
This section will be completed by the Procurement Officer.						
a. Evaluator's Combined Total for Sections 5.01 – 5.04:						
b. Procurement Officer's Evaluation for Section 5.05: 0%						
c. Procurement Officer's Evaluation for Section 5.06:						
d. TOTAL EVALUATED SCORE:						

e. Procurement Officer's Initials:\_\_\_\_\_ and Date Completed:\_\_\_\_\_.

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#### APPENDIX A

#### GENERAL PROVISIONS

#### Article 1. Definitions.

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

# Article 2. Inspections and Reports.

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

## Article 3. Disputes.

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

#### Article 4. Equal Employment Opportunity.

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

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

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

#### Article 5. Termination.

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

#### Article 6. No Assignment or Delegation.

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

#### Article 7. No Additional Work or Material.

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

#### Article 8. Independent Contractor.

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

#### Article 9. Payment of Taxes.

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

#### Article 10. Ownership of Documents.

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

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#### Article 11. Governing Law; Forum Selection

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

#### **Article 12. Conflicting Provisions.**

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

#### Article 13. Officials Not to Benefit.

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

#### Article 14. Covenant Against Contingent Fees.

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

#### Article 15. Compliance.

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

#### Article 16. Force Majeure:

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

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# APPENDIX B2 INDEMNITY AND INSURANCE

#### **Article 1. Indemnification**

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

#### Article 2. Insurance

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

- **2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- **2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.
- **2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.
- **2.4 Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

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

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#### RFP 180000041

# 8.04 OFFEROR'S CHECKLIST

This checklist is provided as a courtesy to prospective offerors. While every effort has been made to ensure this checklist is complete, it is still the offeror's responsibility to make sure they comply with all requirements of this RFP.

The following documents must be received by the DNR Procurement Office prior to the deadline set for receipt of proposals for your proposal to be considered responsive.

# \_\_\_\_\_ 1. Technical Proposal.

- a. If delivered in person or by the US Mail or a courier service (FEDEX, UPS, etc.): One original and three signed copies of the technical proposal packaged or submitted as required by paragraph 1.07 of this RFP.
- b. If emailed or faxed, one signed original technical proposal submitted as required by paragraph 1.07 of this RFP.
- \_\_\_\_\_ 2. **MANDATORY RETURN Amendment(s).** Written acknowledgement of MANDATORY RETURN amendment(s) either within the proposal package or submitted separately in an email or fax to DNR Procurement. Must be received prior to the Deadline for Receipt of Proposals.

#### Reminders:

- 1. It is the offeror's responsibility to make sure they comply with all requirements of this RFP and submit all required documents.
- 2. Proposals must be received in their entirety prior to the Deadline for Receipt of Proposals. Late proposals will be considered non-responsive and will be rejected.

#### DESCRIPTION OF WORK

All work must be performed under the direct supervision of a land surveyor licensed to practice in the State of Alaska. All work must meet the Juneau Borough Subdivision standards, specifications, and process.

Except for the furnished property below, The Contractor shall furnish all labor, supervision, transportation, equipment, supplies, materials and incidentals necessary to complete the work as specified.

This contract is to provide professional surveying services to:

#### OPTION 1

- 1. Subdivide Lot 2 of U.S. Survey No. 3853, Alaska to create a tract of land, "Tract A" approximately 2660 acres, as described by the Trust legal description CRM 1509, attached hereon. Tract A, will be deeded to the Forest Service.
- 2. Draft a preliminiary Subdivision Plat showing the proposed boundaries of the Tracts for review by the Trust and Forest Service.
- 3. Draft and process a subdivision plat to the standards and specifications of the Juneau Borough.

#### OPTION 2

1. Clear, mark, post & paint the future Forest Service boundary of Tract A adjoining non Federal lands to the U.S. Forest Service Standards as outlined in the Forest Service Region 10, Alaska Region, Tongass and Chugach National Forest Professional Land Survey Services CY 2009-2012 Contract Specification.

No brush or trees shall be cut on adjoining non-Trust Land without written permission from the owner.

#### FURNISHED PROPERTY

(1) Corner monuments, signs, and sign posts will be provided as necessary by the Forest Service.

#### RECORD RESEARCH AND ADJOINER NOTIFICATION

(1) Record Research. It is the Contractor's responsibility to research all pertinent private and public records to obtain the title and survey history of the subject property and adjoining properties.

(2) Adjoiner Notification Prior to the start of fieldwork. The contractor shall contact all adjoining landowner to secure permission to access their lands, and to clear and mark their side of the boundary line. Contact of adjoiners shall be by letter with a self-addressed envelope. A sample Letter is attached.

#### ADDITIONAL SURVEY SPECIFICATIONS

In addition to the Borough Subdivision specification the Contractor shall comply with the U.S. Forest Service Standards as outlined in the Forest Service Region 10, Alaska Region, Tongass and Chugach National Forest Professional Land Survey Services CY 2009-2012 Contract Specification document attached relating to the following:

- 1. Trespass Conflicts. If trespass conflicts are found the Contractor shall as soon as posible provide the location, information and photos to the Trust Office.
- 2. Corner Monuments and Accessories. The contractor shall replace missing or existing monuments in poor condition with the furnished monument posts. If missing, dead or dying Bearing Trees are found the contractor shall establish new ones.
- 3. Survey Control. Horizontal Control shall be based on the NAD 83 Datum, US Survey feet. An NGS OPUS GPS solution would be acceptable for the basis of horizontal control. The contractor shall determine the Latitude and Longitude (NAD 83) for an original recovered corner monument.
- 4. Subdivision Plat. The Contractor shall produce a subdivision plat compling with all Borough subdivision standards. The plat shall be based on True North, NAD 83. One paper copy of the plat shall be submitted to the Trust Land Office for review at all stages of the platting process
- 5. Boundary Line Location, Clearing, Marking, Posting, Painting, and permission to perform work on private land.

#### QUALITY CONTROL

- 1. Contractor shall be responsible for performing an independent self-inspection for quality control.
- 2. The survey process must include check shots for each monument set or recovered.
- 3. Quality Control Report documenting Contractors self-inspection.

#### **DELIVERIES**

- 1. Original approved mylar subdivision plat. Copies of all Field Notes, Monument Photographs, and Quality Control Reports. Copy of signed Adjoiner Notification letters
- 2. Copy of any additional reports prepared by the Contractor for the Borough.

#### INSPECTION AND ACCEPTANCE

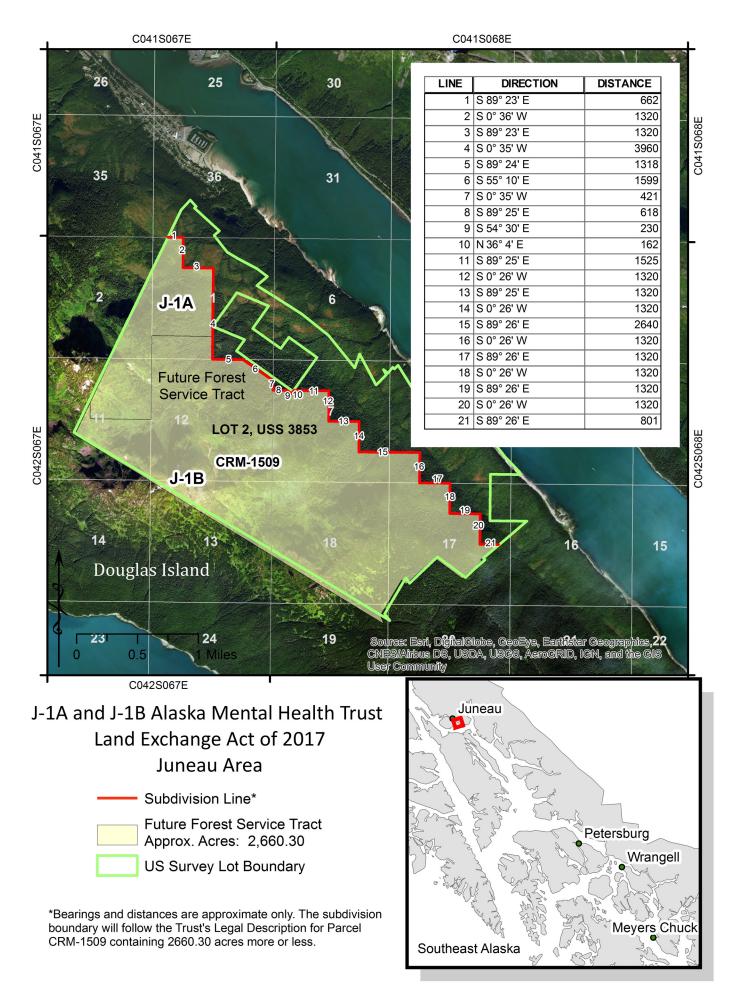
#### 1. Inspection:

The contractor shall, without charge, make available for inspection, originals or copies of such items as field notes, working plats and drawings, material obtained through research, computation sheets, computer printouts, correspondence to and from adjoining landowners, and any other item deemed necessary to insure contract compliance, and verify accomplishments.

2. Acceptance: Acceptance of the work will be made only after the Trust Land Office has inspected and accepted the work and submittals from the Contractor and determined them to fulfill all specifications, terms and conditions of this contract.

#### **ATTACHMENTS**

- A) Project Area 1 Map
- B) Trust CRM 1509 Description
- C) Sample Adjoiner Notification letter
- D) Forest Service Contract Specification.



Date Printed: November 28, 2017

# TRUST LEGAL DESCRIPTION

CRM-1509

THOSE PORTIONS WITHIN LOT 2 OF U.S. SURVEY NO. 3853

T. 042 S., R. 067 E., COPPER RIVER MERIDIAN, ALASKA SECTION 1: NW1/4NW1/4, S1/2NW1/4, SW1/4 SECTIONS 2, 11, 12, AND 13: T. 042 S., R. 068 E., COPPER RIVER MERIDIAN, ALASKA SECTION 7: S1/2NW1/4, SW1/4, NW1/4SE1/4, S1/2SE1/4 SECTION 8: SW1/4SW1/4 SECTION 17: SW1/4NE1/4, W1/2, SE1/4 SECTIONS 18 AND 19:

CONTAINING 2,660.30 ACRES, MORE OR LESS.

ACCORDING TO THE SURVEY PLAT ACCEPTED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT IN WASHINGTON, D.C. ON JUNE 10, 1963.

#### DESCRIPTION OF WORK

All work must be performed under the direct supervision of a land surveyor licensed to practice in the State of Alaska. All work must meet the U.S. Forest Service Land Survey Standards as outlined in the Forest Service Region 10, Alaska Region, Tongass and Chugach National Forest Professional Land Survey Services CY 2009-2012 Contract Specification.

Except for the furnished property below, The Contractor shall furnish all labor, supervision, transportation, equipment, supplies, materials and incidentals necessary to complete the work as specified.

This contract is to provide professional surveying services to:

#### OPTION 1

- 1. Monument, Clear, mark, post & paint the portion of the future Forest Service boundary shown in Red on the attached Exhibit Map to the U.S. Forest Service Standards as outlined in the Forest Service Region 10, Alaska Region, Tongass and Chugach National Forest Professional Land Survey Services CY 2009-2012 Contract Specification.
- 2. Draft and file a Record of Survey plat with the State Recorders Office after review by the Trust, Forest Service and the Borough if required.

No brush or trees shall be cut on adjoining non-Trust Land without written permission from the owner.

#### FURNISHED PROPERTY

(1) Corner monuments, signs, and sign posts will be provided as necessary by the Forest Service.

#### RECORD RESEARCH AND ADJOINER NOTIFICATION

- (1) Record Research. It is the Contractor's responsibility to research all pertinent private and public records to obtain the title and survey history of the subject property and adjoining properties.
- (2) Adjoiner Notification Prior to the start of fieldwork. The contractor shall contact all adjoining landowner to secure permission to access their lands, and to clear and mark their side of the boundary line. Contact of adjoiners shall be by letter with a self-addressed envelope. A sample Letter is attached.

#### ADDITIONAL SURVEY SPECIFICATIONS

The Contractor shall comply with the U.S. Forest Service Standards as outlined in the Forest Service Region 10, Alaska Region, Tongass and Chugach National Forest Professional Land Survey Services CY 2009-2012 Contract Specification document attached relating to the following:

- 1. Trespass Conflicts. If trespass conflicts are found the Contractor shall as soon as posible provide the location, information and photos to the Trust Office.
- 2. Corner Monuments and Accessories. The contractor shall replace missing or existing monuments in poor condition with the furnished monument posts. If missing, dead or dying Bearing Trees are found the contractor shall establish new ones.
- 3. Survey Control. Horizontal Control shall be based on the NAD 83 Datum, US Survey feet. An NGS OPUS GPS solution would be acceptable for the basis of horizontal control. The contractor shall determine the Latitude and Longitude (NAD 83) for an original recovered corner monument.
- 4. Record of Survey Plat. The Contractor shall produce a Record of Survey plat compling with all Forest Service and Borough standards as required. The plat shall be based on True North, NAD 83. One paper copy of the plat shall be submitted to the Trust Land Office for review at all stages of the survey process
- 5. Boundary Line Location, Clearing, Marking, Posting, Painting, and permission to perform work on private land.

#### QUALITY CONTROL

- 1. Contractor shall be responsible for performing an independent self-inspection for quality control.
- 2. The survey process must include check shots for each monument set or recovered.
- 3. Quality Control Report documenting Contractors self-inspection.

#### **DELIVERIES**

- 1. Original approved mylar subdivision plat. Copies of all Field Notes, Monument Photographs, and Quality Control Reports. Copy of signed Adjoiner Notification letters
- 2. Copy of any additional reports prepared by the Contractor for the Borough.

#### INSPECTION AND ACCEPTANCE

### 1. Inspection:

The contractor shall, without charge, make available for inspection, originals or copies of such items as field notes, working plats and drawings, material obtained through research, computation sheets, computer printouts, correspondence to and from adjoining landowners, and any other item deemed necessary to insure contract compliance, and verify accomplishments.

2. Acceptance: Acceptance of the work will be made only after the Trust Land Office has inspected and accepted the work and submittals from the Contractor and determined them to fulfill all specifications, terms and conditions of this contract.

#### ATTACHMENTS

- A) Project Area 1 Map
- B) Sample Adjoiner Notification letter
- C) Forest Service Contract Specification.



Alaska Mental Health Trust Act of 2017

Blaze, Mark and Post Agreement
Blaze, Mark and Post Monuments
Land Exchange Act

#### DESCRIPTION OF WORK

All work must be performed under the direct supervision of a land surveyor licensed to practice in the State of Alaska. All work must meet the Wrangell Borough Subdivision standards, specifications, and process.

Except for the furnished property below, The Contractor shall furnish all labor, supervision, transportation, equipment, supplies, materials and incidentals necessary to complete the work as specified.

This contract is to provide professional surveying services to:

#### OPTION 1

- 1. Subdivide Lot 1 of U.S. Survey No. 3709, Alaska to create a tract of land, "Tract A" easterly of the easterly Right of Way of the transmission line easement running northwesterly through the lot. Within section 6,T.63S. R.84E. C.R.M., Tract A shall exclude any of the existing Rock Pit The northerly boundary will be the east-west centerline of protracted section 31, T.62S. R.84E. C.R.M.and from its intersection with the west section line south along the protracted section line to its intersection with the easterly Right of Way of the transmission line easement. The remaining portion of Lot 1 may remain as unsurveyed remainder. Tract A, approximately 204 acres, will be deeded to the Forest Service and the remainder tract will remain in the ownership of the Trust.
- 2. Draft a preliminiary Subdivision Plat showing the proposed boundaries of the Tracts for review by the Trust and Forest Service.
- 3. Verify that a transmission line Right of Way exists for the portion of within the subdivision.
- 4. Draft and process a subdivision plat to the standards and specifications of the Wrangell Borough.

#### OPTION 2

1. Clear, mark, post & paint the future Forest Service boundary of Tract A to the U.S. Forest Service Standards as outlined in the Forest Service Region 10, Alaska Region, Tongass and Chugach National Forest Professional Land Survey Services CY 2009-2012 Contract Specification.

No brush or trees shall be cut on adjoining non-Trust Land without written permission from the owner.

#### FURNISHED PROPERTY

(1) Corner monuments, signs, and sign posts will be provided as necessary by the Forest Service.

#### RECORD RESEARCH AND ADJOINER NOTIFICATION

- (1) Record Research. It is the Contractor's responsibility to research all pertinent private and public records to obtain the title and survey history of the subject property and adjoining properties.
- (2) Adjoiner Notification Prior to the start of fieldwork. The contractor shall contact all adjoining landowner to secure permission to access their lands, and to clear and mark their side of the boundary line. Contact of adjoiners shall be by letter with a self-addressed envelope. A sample Letter is attached.

#### ADDITIONAL SURVEY SPECIFICATIONS

In addition to the Borough Subdivision specification the Contractor shall comply with the U.S. Forest Service Standards as outlined in the Forest Service Region 10, Alaska Region, Tongass and Chugach National Forest Professional Land Survey Services CY 2009-2012 Contract Specification document attached relating to the following:

- 1. Trespass Conflicts. If trespass conflicts are found the Contractor shall as soon as posible provide the location, information and photos to the Trust Office.
- 2. Corner Monuments and Accessories. The contractor shall replace missing or existing monuments in poor condition with the furnished monument posts. If missing, dead or dying Bearing Trees are found the contractor shall establish new ones.
- 3. Survey Control. Horizontal Control shall be based on the NAD 83 Datum, US Survey feet. An NGS OPUS GPS solution would be acceptable for the basis of horizontal control. The contractor shall determine the Latitude and Longitude (NAD 83) for an original recovered corner monument.
- 4. Subdivision Plat. The Contractor shall produce a subdivision plat compling with all Borough requirements. The plat shall be based on True North, NAD 83. One paper copy of the plat shall be submitted to the Trust Land Office for review at all stages of the platting process
- 5. Boundary Line Location, Clearing, Marking, Posting, Painting, and permission to perform work on private land.

#### QUALITY CONTROL

- 1. Contractor shall be responsible for performing an independent self-inspection for quality control.
- 2. The survey process must include check shots for each monument set or recovered.
- 3. Quality Control Report documenting Contractors self-inspection.

#### **DELIVERIES**

- 1. Original approved mylar subdivision plat. Copies of all Field Notes, Monument Photographs, and Quality Control Reports. Copy of signed Adjoiner Notification letters
- 2. Copy of any additional reports prepared by the Contractor for the Borough.

#### INSPECTION AND ACCEPTANCE

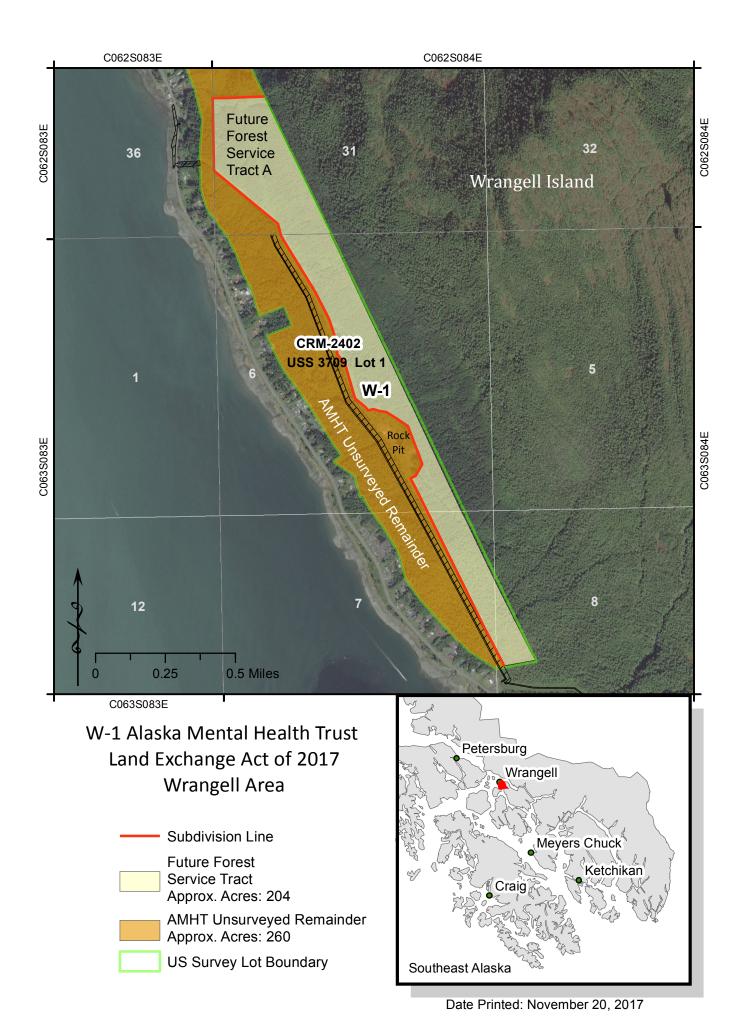
#### 1. Inspection:

The contractor shall, without charge, make available for inspection, originals or copies of such items as field notes, working plats and drawings, material obtained through research, computation sheets, computer printouts, correspondence to and from adjoining landowners, and any other item deemed necessary to insure contract compliance, and verify accomplishments.

2. Acceptance: Acceptance of the work will be made only after the Trust Land Office has inspected and accepted the work and submittals from the Contractor and determined them to fulfill all specifications, terms and conditions of this contract.

#### **ATTACHMENTS**

- A) Project Area 1 Map
- B) Sample Adjoiner Notification letter
- C) Forest Service Contract Specification.



#### DESCRIPTION OF WORK

All work must be performed under the direct supervision of a land surveyor licensed to practice in the State of Alaska. All work must meet the Wrangell Borough Subdivision standards, specifications, and process.

Except for the furnished property below, The Contractor shall furnish all labor, supervision, transportation, equipment, supplies, materials and incidentals necessary to complete the work as specified.

This contract is to provide professional surveying services to:

#### OPTION 1

- 1. Subdivide Lot 3 of U.S. Survey No. 3709, Alaska to create 3 tracts of land and the unsurveyed remainder, "Tract A" within protacted sections 8 and 17, T.63S. R84E. northerly of the easterly Right of Way of the transmission line easement running northwesterly through the lot. Tract B south of Tract A within protracted section 17, with the southerly boundary being the east-west centerline of section 17. Tract C shall be that portion of lot 3 within the south 1/2 of section 17. The remaining portion of Lot 3 can remain as unsurveyed remainder. Tract A and C, approximately 204 acres, will be deeded to the Forest Service and Tract B and the remainder tract will remain in the ownership of the Trust.
- 2. Draft a preliminiary Subdivision Plat showing the proposed boundaries of the Tracts for review by the Trust and Forest Service.
- 3. Verify that a transmission line Right of Way exists for the portion adjoining the subdivision.
- 4. Draft and process a subdivision plat to the standards and specifications of the Wrangell Borough.

### OPTION 2

1. Clear, mark, post & paint the future Forest Service boundary to the U.S. Forest Service Standards as outlined in the Forest Service Region 10, Alaska Region, Tongass and Chugach National Forest Professional Land Survey Services CY 2009-2012 Contract Specification.

No brush or trees shall be cut on adjoining non-Trust Land without written permission from the owner.

#### FURNISHED PROPERTY

(1) Corner monuments, signs, and sign posts will be provided as necessary by the Forest Service.

#### RECORD RESEARCH AND ADJOINER NOTIFICATION

- (1) Record Research. It is the Contractor's responsibility to research all pertinent private and public records to obtain the title and survey history of the subject property and adjoining properties.
- (2) Adjoiner Notification Prior to the start of fieldwork. The contractor shall contact all adjoining landowner to secure permission to access their lands, and to clear and mark their side of the boundary line. Contact of adjoiners shall be by letter with a self-addressed envelope. A sample Letter is attached.

#### ADDITIONAL SURVEY SPECIFICATIONS

In addition to the Borough Subdivision specification the Contractor shall comply with the U.S. Forest Service Standards as outlined in the Forest Service Region 10, Alaska Region, Tongass and Chugach National Forest Professional Land Survey Services CY 2009-2012 Contract Specification document attached relating to the following:

- 1. Trespass Conflicts. If trespass conflicts are found the Contractor shall as soon as posible provide the location, information and photos to the Trust Office.
- 2. Corner Monuments and Accessories. The contractor shall replace missing or existing monuments in poor condition with the furnished monument posts. If missing, dead or dying Bearing Trees are found the contractor shall establish new ones.
- 3. Survey Control. Horizontal Control shall be based on the NAD 83 Datum, US Survey feet. An NGS OPUS GPS solution would be acceptable for the basis of horizontal control. The contractor shall determine the Latitude and Longitude (NAD 83) for an original recovered corner monument.
- 4. Subdivision Plat. The Contractor shall produce a subdivision plat compling with all Borough and DNR platting and subdivision requirements. The plat shall be based on True North, NAD 83. One paper copy of the plat shall be submitted to the Trust Land Office for review at all stages of the platting process
- 5. Boundary Line Location, Clearing, Marking, Posting, Painting, and permission to perform work on private land.

#### QUALITY CONTROL

- 1. Contractor shall be responsible for performing an independent self-inspection for quality control.
- 2. The survey process must include check shots for each monument set or recovered.
- 3. Quality Control Report documenting Contractors self-inspection.

#### DELIVERIES

- 1. Original approved mylar subdivision plat. Copies of all Field Notes, Monument Photographs, and Quality Control Reports. Copy of signed Adjoiner Notification letters
- 2. Copy of any additional reports prepared by the Contractor for the Borough.

#### INSPECTION AND ACCEPTANCE

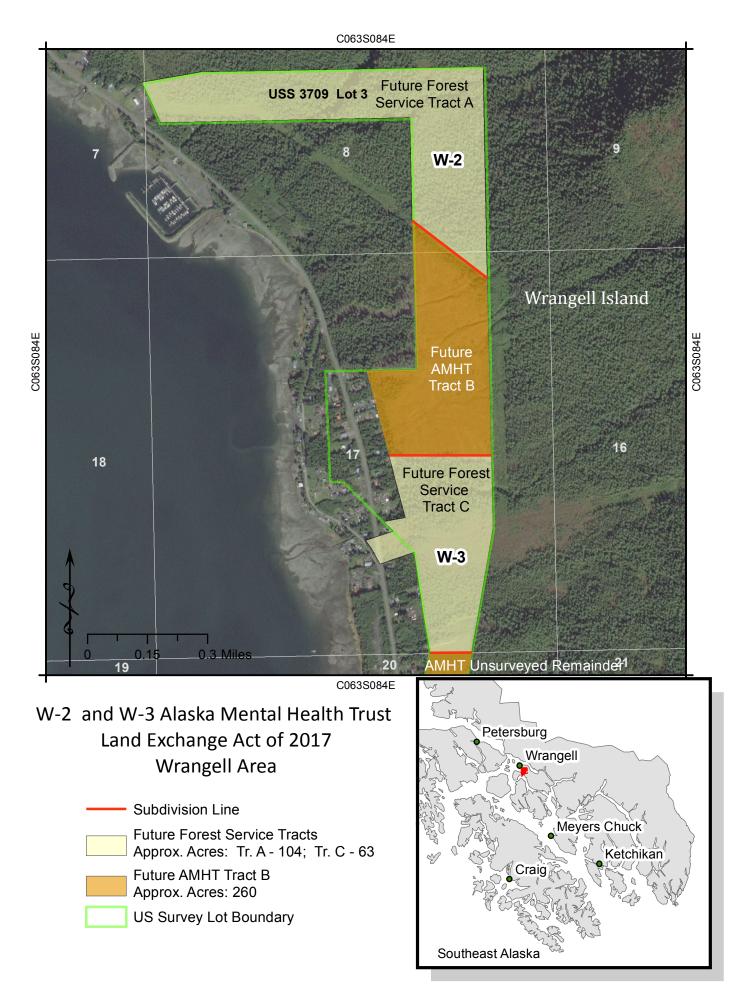
#### 1. Inspection:

The contractor shall, without charge, make available for inspection, originals or copies of such items as field notes, working plats and drawings, material obtained through research, computation sheets, computer printouts, correspondence to and from adjoining landowners, and any other item deemed necessary to insure contract compliance, and verify accomplishments.

2. Acceptance: Acceptance of the work will be made only after the Trust Land Office has inspected and accepted the work and submittals from the Contractor and determined them to fulfill all specifications, terms and conditions of this contract.

#### ATTACHMENTS

- A) Project Area 1 Map
- B) Sample Adjoiner Notification letter
- C) Forest Service Contract Specification.



Date Printed: November 20, 2017

#### DESCRIPTION OF WORK

All work must be performed under the direct supervision of a land surveyor licensed to practice in the State of Alaska. All work must meet the Wrangell Borough Subdivision standards, specifications, and process.

Except for the furnished property below, The Contractor shall furnish all labor, supervision, transportation, equipment, supplies, materials and incidentals necessary to complete the work as specified.

This contract is to provide professional surveying services to:

#### OPTION 1

- 1. Subdivide Lot 4A of U.S. Survey No. 3709, Plat 2010-5, Wrangell Recording District, Alaska to create a tract of land, "Tract A" approximately 700 acres, as shown on the exhibit map. The remaining portion of Lot 1 may remain as unsurveyed remainder. Tract A, will be deeded to the Forest Service and the remainder tract, approximately 189 acres, will remain in the ownership of the Trust.
- 2. Draft a preliminiary Subdivision Plat showing the proposed boundaries of the Tracts for review by the Trust and Forest Service.
- 3. Draft and process a subdivision plat to the standards and specifications of the Wrangell Borough.

#### OPTION 2

1. Clear, mark, post & paint the future Forest Service boundary of Tract A to the U.S. Forest Service Standards as outlined in the Forest Service Region 10, Alaska Region, Tongass and Chugach National Forest Professional Land Survey Services CY 2009-2012 Contract Specification.

No brush or trees shall be cut on adjoining non-Trust Land without written permission from the owner.

#### FURNISHED PROPERTY

(1) Corner monuments, signs, and sign posts will be provided as necessary by the Forest Service.

# RECORD RESEARCH AND ADJOINER NOTIFICATION

(1) Record Research. It is the Contractor's responsibility to research all pertinent private and public records to obtain the

title and survey history of the subject property and adjoining properties.

(2) Adjoiner Notification Prior to the start of fieldwork. The contractor shall contact all adjoining landowner to secure permission to access their lands, and to clear and mark their side of the boundary line. Contact of adjoiners shall be by letter with a self-addressed envelope. A sample Letter is attached.

#### ADDITIONAL SURVEY SPECIFICATIONS

In addition to the Borough Subdivision specification the Contractor shall comply with the U.S. Forest Service Standards as outlined in the Forest Service Region 10, Alaska Region, Tongass and Chugach National Forest Professional Land Survey Services CY 2009-2012 Contract Specification document attached relating to the following:

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- 2. Corner Monuments and Accessories. The contractor shall replace missing or existing monuments in poor condition with the furnished monument posts. If missing, dead or dying Bearing Trees are found the contractor shall establish new ones.
- 3. Survey Control. Horizontal Control shall be based on the NAD 83 Datum, US Survey feet. An NGS OPUS GPS solution would be acceptable for the basis of horizontal control. The contractor shall determine the Latitude and Longitude (NAD 83) for an original recovered corner monument.
- 4. Subdivision Plat. The Contractor shall produce a subdivision plat compling with all Borough and DNR platting and subdivision requirements. The plat shall be based on True North, NAD 83. One paper copy of the plat shall be submitted to the Trust Land Office for review at all stages of the platting process
- 4. Boundary Line Location, Clearing, Marking, Posting, Painting, and permission to perform work on private land.

#### QUALITY CONTROL

- 1. Contractor shall be responsible for performing an independent self-inspection for quality control.
- 2. The survey process must include check shots for each monument set or recovered.
- 3. Quality Control Report documenting Contractors self-inspection.

#### DELIVERIES

- 1. Original approved mylar subdivision plat. Copies of all Field Notes, Monument Photographs, and Quality Control Reports. Copy of signed Adjoiner Notification letters
- 2. Copy of any additional reports prepared by the Contractor for the Borough.

#### INSPECTION AND ACCEPTANCE

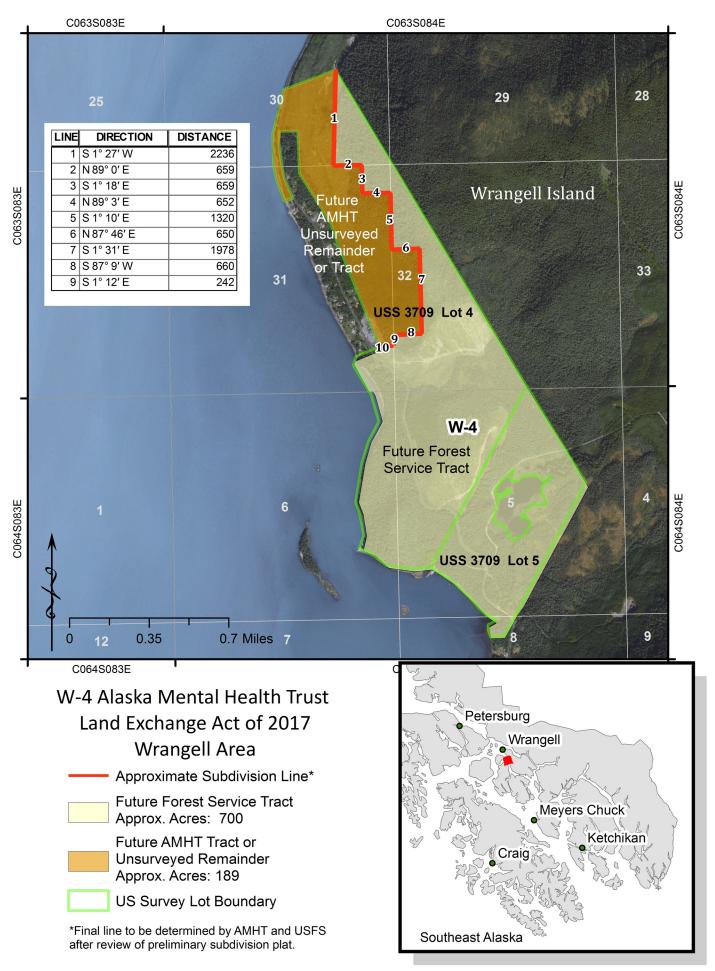
## 1. Inspection:

The contractor shall, without charge, make available for inspection, originals or copies of such items as field notes, working plats and drawings, material obtained through research, computation sheets, computer printouts, correspondence to and from adjoining landowners, and any other item deemed necessary to insure contract compliance, and verify accomplishments.

2. Acceptance: Acceptance of the work will be made only after the Trust Land Office has inspected and accepted the work and submittals from the Contractor and determined them to fulfill all specifications, terms and conditions of this contract.

# ATTACHMENTS

- A) Project Area 1 Map
- B) Sample Adjoiner Notification letter
- C) Forest Service Contract Specification.



Date Printed: November 22, 2017

# CONTRACTOR'S LETTERHEAD

DATE NAME AND ADDRESS OF ADJOINER

# Dear NAME,

Our firm has been contracted by the Alaska Mental Health Trust Land Office (TLO) to survey and mark your common boundaries. These lands are being exchanged with the United States Forest Service. We plan to be in your area during the **week/s of month/s** doing this work.

There are provisions in the contract to mark your side of the line, if you desire. The Future Forest Service lands are preferred to mark both sides of the boundary line, so Forest users can easily see the limits of National Forest land.

Surveying and marking Forest Service boundaries includes the following:

- 1) Cut and remove brush 3 feet each side of the line.
- 2) Painting blazes on trees within 3 feet of the line.
- 3) Boundary line signing.
- 4) Setting Forest Service corner monuments, where needed, and marking corner accessories, where needed.

NOTE: Items 1 and 2 can only be accomplished on private land with the permission of the landowner.

Should the need arise, we ask permission to cross your land to gain access to the project.

Please fill out the enclosed card concerning project access and boundary line marking, and return the card to our office in the enclosed self-addressed envelope. If you have any information, concerns, or desires you wish to express, please use the Remark's Section of the card, or contact this office at the above address.

Thank you for your cooperation.

Sincerely,

# NAME OF CONTRACTOR TITLE OF COMPANY OFFICIAL

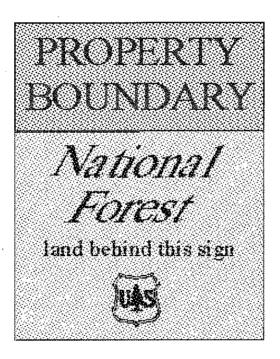
**Enclosures** 

Those items bolded to be filled in/out by the Contractor.

# Region 10 - Alaska Region

# **Tongass and Chugach NATIONAL FORESTS**

# PROFESSIONAL LAND SURVEY SERVICES CY 2009 - 2012 CONTRACT SPECIFICATIONS



# TECHNICAL CONTACTS

William Nielson, PLS	Randy Schrank, PLS
Tongass National Forest	Chugach National Forest
648 Mission Street	3301 C Street, Suite 300
Ketchikan AK 99901	Anchorage, AK 99503
Ph. (907) 228-6340	Ph. (907) 743-9545

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# **GENERAL SPECIFICATIONS**

#### C-1 SCOPE OF CONTRACT

The intent of this contract is to procure surveying services on an "as required" basis. The contractor shall furnish all labor, materials (except Government furnished materials), transportation, equipment, tools, operating supplies, and incidentals to complete the work as specified.

All work performed under this contract will be under the direct supervision of a Registered Land Surveyor (RLS) in the state of Alaska. All surveys shall comply with applicable state laws and regulations, as well as applicable portions of the appropriate GLO/BLM Manual of Instructions, providing they are not less than these requirements set forth herein.

#### C-2 PROJECT DESCRIPTION AND LOCATION

The work to be performed under this contract may include, but is not limited to cadastral surveys of PLSS rectangular surveys, United States surveys, Mineral Surveys, marking and posting of National Forest property boundaries and Special Management Area boundaries, State of Alaska surveys, Small Tracts Act surveys, Right-of-way and easement surveys. This contract may also provides engineering surveying services such as topographic surveys, hydrographic surveys for bridges, culverts and marine access

points, as-built surveys, road/trail surveys, computer aided drafting, as well as any other work incidental to the survey profession.

The contract area includes all portions of the Tongass and Chugach National Forests, Region 10, Alaska (See Figure 1). Delivery or Task orders will be issued when the Government determines its specific surveying needs. Supplemental Specifications, instructions and exhibits for individual project work sites will be provided when necessary with the task orders issued by the Government.

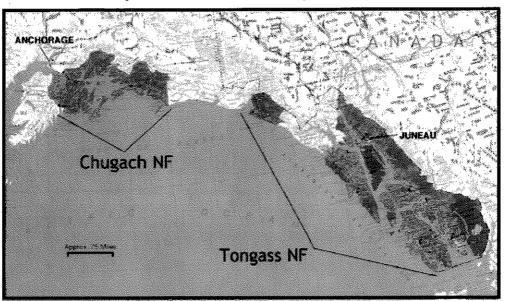


Figure 1. Region 10 National Forests

#### C-3 GOVERNMENT FURNISHED PROPERTY

Government furnished property will be identified in each individual Task Order. .

# TECHNICAL SPECIFICATIONS - CADASTRAL SURVEYS

#### C-4 SURVEYS

All surveys shall comply with applicable state laws and regulations. Where state laws and regulations are less restrictive than the specifications contained herein, these specifications shall apply. The principles, practices and procedures as set forth in the Bureau of Land Management publications "Restoration of Lost or Obliterated Corners and Subdivision of Sections" and the "Manual of Surveying Instructions", hereinafter called the Manuals, shall govern. Where these specifications differ from the Manuals, these specifications shall apply.

# .100 RESEARCH

.110 Records Research. It is solely the Contractor's responsibility to research the Public records to obtain the title and survey information of the subject property and adjoining properties which may affect ownership and boundary determination. The Government will provide the Contractor access to Forest Service land status, corner search and survey files upon request.

<u>.120 Landowner Notification.</u> All abutting landowners shall be notified in writing of intent to survey before beginning the fieldwork. Permission to cross or enter private lands to survey, brush lines, or mark accessories is the responsibility of the Contractor. All landowner contacts are to be documented and furnished to the Government prior to field work. Should permission be denied, the Contractor must notify the Government immediately.

.130 Conflicts, Boundary and Title Disputes. The contractor will be informed by the Government of any known conflicts of survey, possession, occupation or title along the boundary lines to be surveyed. Any conflicts discovered by the Contractor in the course of the project shall be reported to the C.O.R. as soon as practical verbally, and in writing within five days of discovery.

The Contractor is not required to resolve title or possession conflicts, but is required to report facts and any professional opinions that may be relative to the conflict. For all surveys, the contractor shall be prepared to testify in court, if called upon by the U.S. Attorney. In consideration of the performance of such services, payment will be made by the Department of Justice in accordance with its prescribed regulations and procedures.

An equitable adjustment of contract performance time or contract price may be made for any addition or deletion of survey work authorized by the Contracting Officer resulting from a conflict.

#### .200 CORNER SEARCH, EVALUATION AND DOCUMENTATION

<u>.210 Corner Search.</u> The contractor shall evaluate all physical evidence and record data of all monuments and their accessories, such as bearing trees, line trees, and reference objects prior to use and acceptance as the true corner position. When searching and evaluating the physical evidence of the original corner monument and accessories, the utmost professional care shall be taken to protect and preserve the evidence.

<u>.220 Documentation</u>. Corner search activities and findings shall be documented in a field book. The Contractor shall describe the procedure of evaluation, description of the search area and a narrative of the search process.

# .300 FIELD SURVEY, DATA COLLECTION AND COMPUTATIONS

- <u>.310 Survey Methods and Procedures.</u> The Contractor shall select the methods and instruments to be used for field data collection and boundary location. The survey process must include check shots for each monument set or found. The use of geodetic quality GPS technology is encouraged when cost effective, but does not relieve the Contractor from the responsibility to search and evaluate all evidence of encumbrances, encroachment or occupation of Government land.
  - a.) <u>Survey notes</u>. The surveyor shall keep an accurate and complete record of the survey in a standard waterproof field notebook in an orderly, legible and professional fashion. All information pertinent to the work shall be recorded including personal contacts with landowners and other interested parties. The books shall remain property of the Contractor. Legible photocopies shall be provided to the C.O.R. upon request.
  - b.) <u>Electronic Data Collector</u>. The Contractor may use an electronic data collector system in lieu of traditional survey notes, provided a separate report is furnished to the Government which includes:

- 1) An ASCII digital copy the original field data prior to any manipulation or adjustments.
- 2) Description of the format used defining all descriptor codes.
- 3) Legible photocopies of all field books used in conjunction with the collection system.
- 4) A field record of all corners searched for, or established with a full description of the monument and accessories. The Contractor shall furnish digital photographs of all monuments.

Field data collection and survey field notebook layout should be done in such a fashion as to allow another technically qualified person to retrace the survey without consultation with the Contractor.

- <u>.311 Positional Tolerance.</u> The relative position of each corner established or tied must be determined as part of a closed traverse or point positioning procedure.
- <u>.312 Survey equipment calibration.</u> All equipment used in conjunction with this contract shall be calibrated annually. Failure to perform and submit evidence of equipment calibrations may result in the work being deemed unsatisfactory and requiring correction at the Contractor's expense.
- .313 Computations. A legible copy of all computations and a listing of coordinate values of all survey points in ASCII format [point #, northing, easting, and descriptor] shall be provided to the C.O.R. on digital media upon request.

#### .400 CORNER MONUMENTATION, PERPETUATION AND ACCESSORIES

<u>.410 Monumentation.</u> Monumentation shall comply with the "Manuals". All original Forest Service Boundary and Public Land Survey monuments, found to be firmly set and legible shall be left in place. Monuments found loose shall be firmed up and solidly placed in earth.

All other Forest Service Boundary corners monuments will be provided by the Forest Service, or if provided by the Contractor, of a type approved by the C.O.R. "Deep One" magnetic memorials shall be placed at the base of new aluminum monuments, unless otherwise directed by the C.O.R.

All Forest Service Boundary and Public Land Survey monuments found or set, shall have a "Land Survey Monument" sign (#54-9) placed on a metal post within one foot of the corner. If the monument is a Forest Service property corner a "Property Boundary" sign (#54-2) shall be attached to the metal post facing private land and bisecting the angle of the intersecting property lines. When practical, all monuments shall be placed within a rock collar and cleared of brush and debris within a 5' radius. (See Figures 2 and 3).

If requested by the C.O.R., the Contractor shall complete a State of Alaska Land Survey Monument Record Form for each corner monument as required by applicable state laws and regulations (See section .600).

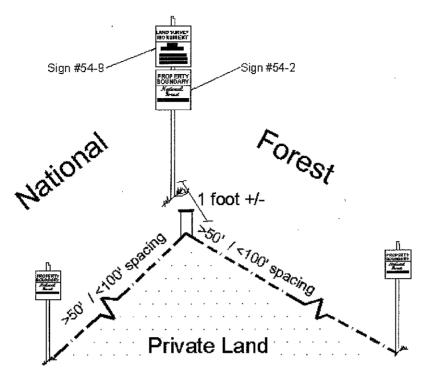


Figure 2. Posts and Signs at Corner Monuments.

.411 New Monument Placement. New monuments may extend up to 6" above ground and shall be solidly placed in earth. The contractor shall bury any original monuments alongside the new monument. This information shall be recorded in the field book and documented in the pertinent report or plat. (See Figure 3)

<u>.412 Reference and Witness Monuments</u>. Where it is impossible or impractical to place a monument at the true corner position, the Contractor shall set a Witness Monument. When destruction of a monument is probable, a reference monument shall be established.

<u>.413 Monument Caps.</u> Monument caps and tablets shall be stamped as prescribed in the current version of The Manual. The caps or tablets shall also be stamped to include the year of survey and the surveyor's registration number. If applicable, the stamping shall include any unique Forest Service tract or corner identification.

<u>.420 Bearing Trees and Other Accessories.</u> Forest Service Boundary and Public Land Survey monuments used or set during a survey shall have at least two accessories. All bearing trees shall be marked, signed and painted per Forest Service specifications.

Bearing trees shall be 4 inches or larger, located at not less than 30 degrees apart in angle as measured from the corner (See FIGURE 3). If suitable trees are not available, bearing objects may be substituted. Preferably new bearing trees or objects shall be located on Government land.

All bearing trees shall be described by a bearing and distance measured from the corner to the center of the bearing tree (at root wad height). Distance shall be a horizontal measurement and measured to the nearest tenth of a foot. Bearings shall be measured to the nearest degree. The basis of bearing shall be recorded in the field notes.

The Contractor shall insure that all new or existing bearing trees or objects are clearly visible from the monument, painted and have proper signs attached.

.430 Signing. A 54-3 bearing tree sign shall be nailed on each bearing tree, found or newly established, with the pertinent data scribed on the sign. (See Figure 3). All signs new or found shall be in legible condition. Existing signs found in bad condition shall be replaced. Legible existing signs found ready to pop off the bearing tree, due to tree growth shall be re-nailed. Nails shall extend at least 2 inches from the sign to allow for tree growth.

<u>.440 Marking.</u> All Bearing trees are to be marked (scribed) per the Manual. No marks shall be made on non-Government trees without the owners consent.

.450 Painting. A 6 inch red band shall be neatly painted around all bearing trees (existing and new) with a brush using red boundary marking paint. Rough bark trees shall be smoothed prior to painting. The ban shall be painted above the 54-3 bearing tree sign at a height of 5 to 6 feet above ground.

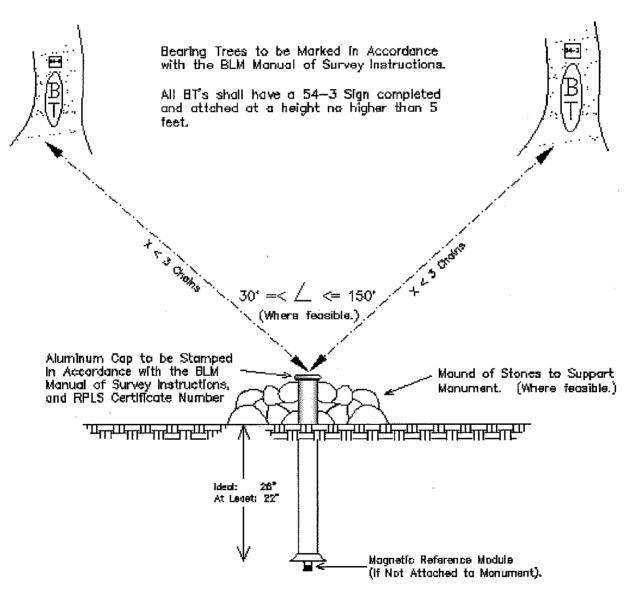


Figure 3. New Monument and Bearing Tree installation

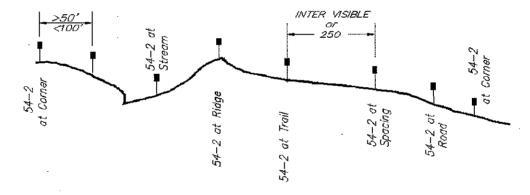
#### .500 BOUNDARY LINE MARKING AND POSTING

.510 Marking Boundary Lines. Boundary lines shall be marked, and posted by survey methods that ensure that posts, signs and line blazes on trees defining the true boundary line have a positional tolerance of plus or minus 1 foot in relation to the corners that define the line. Note: Signs placed on live line trees or live trees within 1 foot of the boundary line are preferred over signs placed on posts.

.520 Boundary Post and Sign placement. Posts shall be plumb and solidly planted with a minimum of 18 inches in the ground or supported to 24 inches above the base with a rock mound. Post and signs found that are damaged, or in deteriorated condition shall be replaced by a new post. Signs found nailed to living trees with the nails extending less than 2 inches are to be re-nailed by the Contractor. The new nails (12D or larger) can be driven through the existing sign.

Boundary posts and signs shall be installed:

- a) At each corner facing private land and bisecting the angle of the intersecting property lines.
- b) On the boundary line at least 50 feet from each corner, but no more than 100 feet from each corner. (See Figure 2)
- c) Inter-visible along the line, as if the all trees and brush were removed, and at not more than 250 ft. intervals along the line where feasible.
- d) At stream, trail, and road crossings, and at ridge tops. (See Figure 4)



PROFILE OF BOUNDARY LINE SHOWING SIGN PLACEMENT

#### NOTES:

Posts shall be plumb and solidly embeded a min. of 24" in ground Signs to be attached with 1/4" bolts and nuts or approved metal rivets. All sign posts to be set within 1 foot of true line.

Figure 4. Post and Sign Placement

<u>.530 Blazes and Hacks.</u> Blazes and Hacks shall be made in accordance with Figure's 5 and 6. Blazes and Hacks shall penetrate into the underlying wood tissue. The frequency of the blazes shall

be such that by standing by a blazed tree a person can see blazed trees behind and ahead as one walks along the boundary line.

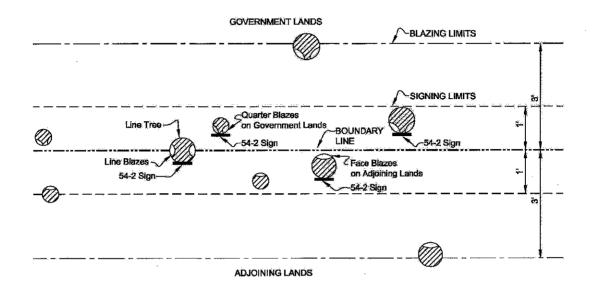


Figure 5. Boundary Line Blazing, Hacking and Marking Limits

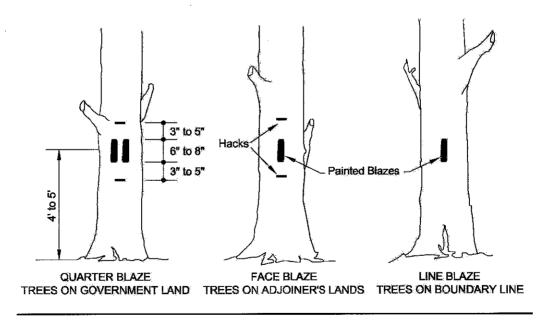


Figure 6. Boundary Line Blazes, Hacks and Painting

<u>.540 Clearing</u>. This clearing operation shall result in a visually definable line at any point along the boundary line. Line clearing shall consist of removing all brush, and trees less than 4" diameter within 3 feet each side of the true boundary line. Debris from the clearing operation shall be removed from the line and placed on the Government land adjoining the cleared line or bucked so that it will settle within one foot of the ground.

Debris, such as root wads and windfall shall be removed except where safety issues are a concern. The Contractor must notify the C.O.R. if clearing operations are hazardous and present an unsafe or threatening situation for crews. Prudent efforts shall be made to mark the location of the boundary line with paint and posts along areas of windfall or rocky outcrops. No brush or trees shall be cut on adjoining non-Forest Service land without permission from the owner.

<u>.550 Painting.</u> All new and existing blazes and hack marks shall be neatly painted with a brush using red boundary marking paint. Any paint placed in an improper location by the Contractor shall be corrected by painting over the red paint with gray or brown paint by the Contractor (at the expense of the Contractor).

<u>.560 Obliteration of Erroneous Lines.</u> The Contractor shall notify the C.O.R. upon the discovery of Government signs and sign posts previously placed which are not on the boundary line. Separate work orders will be issued for the removal of posts and signs if required.

.570 Clear cut timber units. The Contractor is expected to clear, paint, and post the boundary line through clear cut timber units. In newly cut units where no standing trees are available for blazing the Contractor shall place inter-visible sign posts throughout the unit. Existing tree stumps within 3 feet of the boundary line need not be blazed, but should be liberally painted.

# .600 PLATS, LAND SURVEY MONUMENT RECORD FORMS and REPORTS

The Contractor shall prepare a recordable Record of Survey plat or Land Survey Monument Records for all surveys performed under this contract, unless otherwise directed by the C.O.R. Preparation of either a Record of Survey plat or Land Survey Monument Records will be specified in each individual Task Order.

.610 Plats. The plat(s) shall show the relationship of recovered and established corner positions used to control this survey. A description of all monuments recovered and established along with their accessories shall be included on the plat(s). Any monuments found near a corner position and rejected shall also be described and shown. A narrative explaining the reason any monument was rejected or accepted shall be included. The record and measured ties to existing accessories will be shown.

A statement of the history of the original surveys and other surveys of record shall be noted.

A certification statement required by the State of Alaska and of the surveyor with a signature and date affixed to the certification shall also be included

After review of the Plat by the C.O.R. and after all corrections are made by the Contractor, an electronic .dwg file and a signed & sealed stable base polyester film Mylar plat shall be furnished to the Government. The Government shall record the plat if required at the Governments expense.

<u>.611 Forest Supervisor's Certificate.</u> Each Record of Survey plat filed in the Public Record shall have the following certificate on the face of the document for signature by the appropriate Forest Supervisor.

"I herby certify this survey was executed at my direction to support the management of the National Forest system lands. For the United States I approve this survey and this plat."

(Supervisor's name)	Date
Forest Supervisor	

.612 Encroachment Diagram. An encroachment diagram may be required in certain areas to show in greater detail the difference between lines of occupation and lines of title. All features that indicate occupation where it conflicts with title shall be shown. The preparation of this diagram will be on request of the COR.

<u>.620 Land Survey Monument Record Forms.</u> If requested by the C.O.R., the Contractor shall complete a State of Alaska Land Survey Monument Record Form for each corner monument as required by applicable state laws and regulations.

Each Land Survey Monument record form should contain:

- 1) A description of corner evidence found or a concise statement of the method used to reestablish the corner
- 2) A description of the monument and accessories established to perpetuate the location.
- 3) A sketch showing the relative location of the monument and accessories

A certification statement required by the State of Alaska and of the surveyor with a signature and date affixed to the certification shall be included

.630 Filing or Recording of Plats and Land Survey Monument Records. The Government shall file or record the survey plat(s) and the applicable land survey monument record forms in the appropriate jurisdiction in accordance with local and state statues. Prior to filing or recording, one paper copy of the plat(s) and the recordation forms shall be submitted to the COR by the contractor for review and acceptance.

.640 Electronic Copies of Record of Survey plat or Land Survey Monument Records. An electronic copy of any Land Survey Monument Record form or Record of Survey plat prepared by the Contractor shall be furnished to the C.O.R. CADD system drawings should be submitted in a .DWG format.

<u>.650 Surveyor's Report.</u> The Contractor shall prepare a Surveyor's Report for all work performed under this Contract if requested by the C.O.R. The report shall contain any information the contractor considers pertinent to the project. At a minimum, the report shall contain the following:

- 1. History of Surveys and a synopsis of the work performed.
- 2. Results of search for all corners.
- 3. Methods used for re-establishing missing corners.
- 4. Visible signs of possible conflict between lines of occupation and title lines.
- 5. Statements relevant to the project made by adjoining landowners or other interested parties.

\_\_660 Electronic Forest Service Corner Record Cards. If requested by the C.O.R. the Contractor shall complete all applicable sections of Forest Service electronic corner record card form 7150-52 using Microsoft Office Access database software. The electronic record card form will be furnished by the government for the Contractors use in preparing the corner cards. Electronic copies of completed forms shall be furnished to the government.

## .700 ENGINEERING SURVEYS

- <u>.710 Specifications.</u> All other surveys provided by the contractor shall be in accordance with applicable State Minimum Standards of Practice providing they are not less than requirements set forth in these specifications or subsequent Supplemental Specifications or Special Instructions and exhibits.
  - a.) Rights-of-ways surveys shall be surveyed along existing or proposed centerlines, and shall be platted and described in terms of tangent bearings, distances, deflections, and /or simple curves parallel to the surveyed line, and shall not be monumented unless otherwise directed by the C.O.R. All Rights of way surveys shall be tied to the appropriate property corners of the subject properties.
  - b.) When requested, specific projects shall show a geodetic position on one or more Public Land Survey and/or Forest Service Property Boundary Corners. Information as to the method used to determine the position and geodetic control shall be provided in the plat and or report. The plat shall also show the datum and date established. The accuracy of the geodetic position shall be repeatable to within 0.3 centimeters.
  - c.) Supplemental Specifications or Special Instructions will be issued for these and other surveys as necessary.

# .800 OUALITY CONTROL, INSPECTION and ACCEPTANCE

- <u>.810 Quality Control.</u> The Contractor has sole responsibility for maintaining quality control for all aspects of work performed under this contract. The contractor will furnish a written plan of self-inspection procedures to the C.O.R. on request.
- <u>.820 Inspections.</u> The C.O.R. or a designated Inspector may make periodic inspections of each project as work progresses.
- <u>.830 Acceptance.</u> No final approval of any project will be granted until all items specified are delivered to the Contracting Officer's representative and determined to fulfill all specifications, terms and conditions of this contract.