



STATE OF ALASKA

Department of Natural Resources

Request for Proposal

RFP 10 190000073 - 1

TITLE:

Mount Ryan II RRCS



STATE OF ALASKA

Department of Natural Resources

Request for Proposal

RFP 10 190000073 - 1

TITLE:

ASLS No. 2019-02 GSC 833

PURPOSE:

Division of Mining, Land and Water, is soliciting proposals for a professional services contract for the surveying and platting of ASLS No. 2019-02 Mount Ryan II RRCS, consisting of thirty parcels. The project is located 80 road miles Northeast of Fairbanks, South of the Steese Highway. 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 Land Survey Specialist to receive subsequent amendments. Registration must be in writing and may be made via email to landsurveys@alaska.gov. Failure to register with the DNR Land Survey Specialist may result in rejection of your offer. ADA: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the DNR Procurement Section via email to dnr.ssd.procurement@alaska.gov, fax to 907-269-8909, telephone at 907-269-8666 or 269-8687, or TDD at 907-269-8411 not later than 10 calendar days prior to the bid closing date to make necessary arrangements.

Date of Issue: May 10, 2019

Deadline for Receipt of Proposals: June 06, 2019 15:00:00

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

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

BID RECEIVING LOCATION:
MLW - Suite 650 ANC
Mining, Land and Water
550 West 7th Avenue
Anchorage, AK 99501-3576

PREFERENCES

Does your business qualify for the Alaska bidder preference?

☐ Yes ☐ No

Does your business qualify for the Alaska veteran preference?

☐ Yes ☐ No

PROPOSAL SCHEDULE

Event Date	Event Description
06/06/19	Solicitation Closing Date/Time

LINE ITEMS

Line No.	Description	Quantity	Unit	Unit Cost
1	Real Estate/Land Consulting (Including Land Survey)			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
07/01/19	06/30/21			

Extended Description:

Mount Ryan II RRCS
ASLS No. 2019-02 GSC 833

EVALUATION CRITERIA

<i>The following criteria will be used when determining the award of this solicitation</i>			
Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)
2	Experience	250	
3	Methodology	400	
5	Understanding	250	
7	AK Offeror Pref	100	

Terms and Conditions		
No.	Name	Section
012	Appendix A Prof Services	
008	Appendix B2	

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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 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.

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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.

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.

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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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STATE OF ALASKA

REQUEST FOR PROPOSALS

Alaska State Land Survey No. 2019-02 (Mount Ryan II RRCS)

RFP 190000049

ISSUED MAY 10, 2019

The purpose of this RFP is to solicit proposals for a professional services contract for the surveying and platting of Alaska State Land Survey (ASLS) No. 2019-02, consisting of thirty (30) parcels within the Mount Ryan II Remote Recreational Cabin Sites (RRCS) staking area.

ISSUED BY:

Department of Natural Resources

Division of Mining, Land and Water

PRIMARY CONTACT:

Vailferree Brechtel

Land Survey Specialist

landsurveys@alaska.gov

(907) 269-8540

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE LAND SURVEY SPECIALIST LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE LAND SURVEY SPECIALIST MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION AND INSTRUCTIONS

SEC. 1.01 Purpose of the RFP

The Department of Natural Resources, Division of Mining, Land and Water, is soliciting proposals for a professional services contract for the surveying and platting of ASLS No. 2019-02, consisting of THIRTY (30) parcels within the Mount Ryan II Remote Recreational Cabin Sites (RRCS) staking area.

SEC. 1.02 Budget

Department of Natural Resources, Division of Mining, Land and Water, estimates a budget of between \$ 105,000 and \$110,000 for completion of this project.

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

SEC. 1.03 Deadline for Receipt of Proposals

Proposals must be received not later than the date and time listed in **SEC. 1.12 RFP Schedule** below. E mailed proposals are encouraged. Faxed proposals are acceptable. Oral proposals are not acceptable.

SEC. 1.04 Prior Experience

No specific minimums have been set for this RFP.

SEC. 1.05 Required Review

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

SEC. 1.06 Questions Prior to Deadline for Receipt of Proposals

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

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

Marlys Hagen, Procurement Officer
Department of Natural Resources
Administrative Services/Procurement Section
550 W. 7th Avenue, Suite 1330
Anchorage, Alaska 99501-3571
Tel. No. (907) 269-8666
Marlys.Hagen@alaska.gov
TDD (907) 269-8411

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SEC. 1.07 Return Instructions

Offerors must submit proposals by the deadline for this Request for Proposals (RFP) using one of the following options – by hand delivery, by mail, by email, or by fax – as described below.

By Hand Delivery or by Mail: If submitting proposals by hand delivery or by mail, offerors must submit three (3) hard copies of their proposal, in writing to the Land Survey Specialist, in a sealed envelope, marked and addressed as shown below:

Alaska Department of Natural Resources
Division of Mining, Land and Water
Attention: Vailferree Brechtel
Request for Proposal (RFP) Number: 190000049

RFP Title: Alaska State Land Survey No. 2019-02 (Mount Ryan II RRCS)

550 W. 7th Avenue, Suite 650
Anchorage AK 99501-3576

By Email: If submitting proposals by email, offerors must submit **one (1) electronic copy** of their proposal in PDF format to **landsurveys@alaska.gov**. Emails must contain the RFP number in the subject line. Due to email size limitations, it may be necessary to send portions of proposals in multiple emails; however, in such cases, proposals must be received in their entirety not later than the deadline set for receipt of proposals. Please note that the maximum size of a single email (including all text and attachments) that can be received by the State is 20 mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 mb and each email must comply with the requirements described above. The State is not responsible for unreadable, corrupt, or missing attachments. It is the offeror's responsibility to contact the issuing office at (907) 269-8540 to confirm that the proposal has been received.

By Fax: If submitting proposals by fax, which is not encouraged, offerors must submit **one (1) fax copy** of their proposal to **(907) 269-8916**. Faxed proposals must be received in their entirety no later than the date and time listed on this solicitation as the deadline for receipt of proposals. It is the offeror's responsibility to contact the issuing office at **(907) 269-8540** to make arrangements prior to faxing the proposal and to confirm that the proposal has been received.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

SEC. 1.08 Proposal Contents

The following information must be included in all proposals.

(a) Authorized Signature

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

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(b) Offeror's Certification

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

- 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. all terms and conditions set out in this RFP;
- E. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- F. that the offers will remain open and valid for at least 90 days; and
- G. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [A] through [G] 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.

(f) Bid Bond - Performance Bond - Surety Deposit - DELETED

SEC. 1.09 Assistance to Offerors with a Disability

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

SEC. 1.10 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior

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

SEC. 1.11 Amendments to the RFP

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the Land Survey Specialist after receiving the RFP from the State of Alaska Online Public Notice web site.

SEC. 1.12 RFP Schedule

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

- Issue RFP *May 10, 2019*
- Deadline for Receipt of Proposals *3:00 P.M. on June 6, 2019*
- Proposal Evaluation Committee complete evaluation by *June 11, 2019*
- State of Alaska issues Notice of Intent to Award a Contract *June 20, 2019*
- State of Alaska issues contract *July 2, 2019*
- Contract starts no earlier than *July 1, 2019*
- Contractor submits final deliverables & reports *June 30, 2021*

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.

SEC. 1.13 Pre-proposal Conference

There will be no pre-proposal conference.

SEC. 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.

SEC. 1.15 News Releases

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 Background Information

In 1997 the legislature passed Article 15 of the Alaska Land Act, Remote Recreational Cabin Site Sales and Leases, Section AS 38.05.600. This section provides for the sale or lease of state land for remote recreational cabin sites. Sales under this section shall be at fair market value determined as of the time of entry and the purchaser shall reimburse the state for appraisal, survey and platting costs for the

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recreational cabin site.

The Mount Ryan II Remote Recreational Cabin Sites (RRCS) staking area is located within a portion of the Unorganized Borough and a portion of the Fairbanks North Star Borough. It is 80 road miles Northeast of Fairbanks, Southeast of the Steese Highway, and near the Twelve Mile Summit Wayside at Mile 85 of the Steese Highway. The parcels are located within Townships 5 and 6 North, Range 8 East, Fairbanks Meridian, Alaska. The project is located within the Fairbanks Recording District.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 Scope of Work

The Department of Natural Resources, Division of Mining, Land and Water, is soliciting proposals for the surveying and platting of ASLS No. 2019-02 (Mount Ryan II Remote Recreational Cabin Sites).

There are thirty (30) total parcels to be surveyed and platted, seventeen (17) applicant-staked parcels ranging from approximately 5 to 20 acres, and thirteen (13) unstaked administrative parcels, ranging from approximately 9 to 24 acres. Twenty-seven (27) parcels are located within the Unorganized Borough and three (3) parcels are located within the Fairbanks North Star Borough (FNSB). The total area to be surveyed is approximately 480 acres. Most of the parcels within the project are situated on level or gently sloping land, with vegetation consisting of sparse spruce and alder.

The project is accessible by four-wheeler from the Steese Highway.

The surveying and platting of ASLS No. 2019-02 (Mount Ryan II RRCS) shall conform to the 2017 Remote Recreational Cabin Sites Brochure; Staking Instructions; any supplemental Staking Instructions; Staking Maps; State of Alaska Surveying and Platting Regulations, 11 AAC 53; Special Survey Instructions for ASLS No. 2019-02; the Attachment for Special Survey Instructions; the Plan of Survey for ASLS No. 2019-02; any supplemental survey instructions; the applicable BLM Manual of Surveying Instructions; the Unorganized Borough platting requirements; and the Fairbanks North Star Borough platting requirements, as applicable.

There are an estimated 64 stakers corners that must be recovered to control the locations of the applicant-staked parcels. An estimated 77 primary monuments are anticipated to be set and an additional 28 monuments must be recovered and tied. The State of Alaska will provide the primary monuments, bearing tree tags, and DEEP1 (or equivalent) magnets; the contractor shall provide secondary monuments, if needed, and witness posts.

An estimated 55,000 feet of existing trails shall be as-built, and an estimated 33,000 feet along the boundaries of the administrative parcels shall be minimally marked by brushing, blazing, painting, or flagging the lines to identify their locations. The Basis of Coordinates will be determined by an NGS OPUS shared solution.

The contractor shall represent DNR at all platting board meetings or public hearings associated with this project. It is the contractor's responsibility to notify DNR of any scheduled meetings. Any required platting authority fees will be paid directly to the borough by DNR. The contractor will coordinate with the state and local platting authorities. The contractor shall have a representative present at any platting hearing.

Survey control monuments of record are assumed to exist and are considered useable until proven otherwise. When survey control monuments of record are determined "lost" (by BLM definition) or unusual circumstances arise leading to boundary discrepancies or questionable survey methodology, the Contractor will present any findings, recommendations and estimated additional cost (if any) by letter to the DNR, DML&W, Survey Section and request approval and/or special instructions.

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Access to the parcels need not be surveyed. Those portions of trails within the parcels, as they existed at the time of staking, shall be surveyed. A 60' wide public access easement shall be dedicated along existing trails, with no previous dedication, on the plat as described in the Plat Requirements listed in the Special Survey Instructions.

All navigable water bodies and those defined as public water that are within 330' of the boundaries of each proposed parcel shall be located and shown on the plat. For the purposes of this plat, public water shall be defined as lakes or ponds that are ten acres or larger; streams that have an average width of ten feet or greater, measured between the OHW (ordinary high water) lines on opposite banks; or as determined in the Supplemental Staking Instructions. In addition to water bodies, certain other items within 330' of each parcel shall be located and shown on the plat. These items include well established distinguishable trails, existing parcels, and other significant improvements, such as existing airstrips.

Any section line vacations (if applicable; none are anticipated for this project) shall be on the same ASLS plat for the affected parcels.

The State will provide the contractor with copies of related recorded plats, applicants' staking data, protracted coordinates, and other pertinent information in an electronic format. It shall be the contractor's responsibility to ensure that the research is complete and accurate.

The administrative parcels are to be surveyed and platted for future sale to the public. General instructions for proposed administrative parcels are included in the ASLS No. 2019-02 Special Survey Instructions, but it will be the contractor's responsibility to configure administrative parcels on the ground that have good building sites, sufficient access, and high potential for being sold.

The contractor shall minimally mark the boundaries of the administrative parcels by brushing, blazing, painting, or flagging the lines so they can be identified on the ground. The contractor shall not be responsible for brushing or marking the surveyed boundaries of the applicant-staked parcels.

The contractor shall notify DNR of the expected date that approximately 80% of the monumentation will be completed. If practical, DNR will schedule a field inspection prior to the contractor's demobilization from the field.

Progress reports are required with each invoice submittal and at the completion of required tasks and milestones. At a minimum, the contractor shall submit quarterly progress reports to ensure that the project is on track.

DNR will be responsible for obtaining the lessees' signatures on the final plat.

To assist with the preparation of a proposal, stakers' applications and photographs are available upon request. The information will be provided electronically by DNR on a file transfer site or on a data disk. Please allow three business days for delivery of a data disk.

SEC. 3.02 Contract Term and Work Schedule

The contract is anticipated to be awarded by July 2, 2019. All final deliverables and reports are to be submitted to the State no later than June 30, 2021. It is desired that the contractor will be able to accelerate this schedule.

SEC. 3.03 Deliverables

The contractor will be required to provide the following deliverables:

The contractor's primary tasks will include (1) Project Research and Preliminary Fieldwork, (2) Monumentation Plan, (3) Final Fieldwork and Monumentation, (4) First Preliminary Plat Submittal to DNR, and (5) Final Plat Submittal.

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1) Task 1 – Project Research and Preliminary Fieldwork:

1. Project research, finalize logistics, and fieldwork plan.
2. Prior to beginning fieldwork the contract surveyor is required to coordinate with FNSB Planning Department's platting staff to identify any parcels located within the FNSB that may lie within Flood Zone A, which will require a Temporary Bench Mark (TBM) and Base Flood Elevation (BFE), and to discuss the requirements for depicting on the plat.
3. Tie applicant claim corners.
4. Tie existing control monuments.
5. Locate water bodies, trails, existing parcels, and improvements within 330' of parcels being platted.
6. Meander stream and water body frontage, as applicable.
7. Locate trails, within or adjacent to the parcels being surveyed.
8. Determine location of proposed administrative parcels; ensure that each administrative parcel meets the program requirements, has a suitable building site, sufficient access, and a high potential of being sold.

2) Task 2 – Monumentation Plan:

1. Prior to monumentation, submit a proposed Monumentation Plan to DNR for approval. The Monumentation Plan can be a series of 8 ½" x 11" drawings depicting individual parcels or a group of parcels. The Monumentation Plan is not a preliminary plat. Title blocks, standard notes, legends, and other plat information are not necessary. The purpose of the Monumentation Plan is to assure that the Special Survey Instructions and RRCS program rules and regulations are complied with before monuments are set.
2. The Monumentation Plan will:
 - a. Depict the parcel boundary as staked by the applicant and the surveyed parcel boundary as proposed by the surveyor.
 - b. Identify any conflicts between existing field conditions, the RRCS staking program rules and regulations, and with the Special Survey Instructions.
 - c. Show proposed resolutions for the conflicts.
 - d. Identify existing controlling monuments and closed boundaries.
 - e. Identify surveyed and/or protracted section lines.
 - f. Identify existing and proposed easements, trails, water bodies, setbacks, other parcels, improvements, and other items as called for in the RRCS staking instructions and Special Survey Instructions, within 330' of the tracts to be surveyed.
 - g. Identify the proposed locations and configurations of administrative parcels.
3. If submitting a Monumentation Plan while in the field, allow a minimum of two business days for DNR review and approval.

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3) Task 3 – Final Fieldwork and Monumentation:

1. After approval of the Monumentation Plan by DNR, set the parcel monuments and accessories.
2. Prepare the Parcel Description Checklist provided by DNR, including the required georeferenced photographs, while in the field, for each individual parcel.

4) Task 4 – First Preliminary Plat Submittal to DNR:

1. Prepare and submit a preliminary plat, in accordance with the Plat Requirements in the ASLS No. 2019-02 Special Survey Instructions to DNR for review. The first plat submitted for review shall show the parcel boundaries as surveyed with solid lines and **shall also depict the boundaries as staked by the applicants with light dashed lines**. The first preliminary plat submittal shall also include the following required submittal items:
 - a. A survey report/narrative discussing the particulars of the project, field procedures used (including Quality Control Checks), conditions found, adjustments that were made to parcel boundaries as staked by the lessee, and any other pertinent information.
 - b. Lot closures and areas for each tract.
 - c. Good quality photographs of all monuments and accessories, recovered or established, and other items as described in the Technical Survey Requirements within the ASLS No. 2019-02 Special Survey Instructions.
 - d. Parcel Description Checklists and representative photographs for each parcel taken during Task 3. These photos must include portions of water bodies forming a part of a parcel boundary and/or navigable or public water bodies that lie close to parcel boundaries. They must also include any other items which can aid in the future appraisal of the parcels.
 - e. Legible, annotated copies of all field notes and computations (digital and/or hard copy).
 - f. A sketch showing traverse point and control point relationships.
 - g. GPS/GNSS processing reports, including raw data files, adjustment files, and final coordinate files, in digital format, if applicable.
 - h. National Geodetic Survey Online Positioning User Service (OPUS) Shared solution data sheet(s). An OPUS Shared solution shall be used to establish the basis of coordinates and must be determined for a primary monument marking a corner or control point of the survey and must be uploaded as a “shared solution,” meeting the criteria described on the OPUS webpage under “Share Your OPUS Solution.”
2. DNR performs first preliminary plat review and returns comments.
3. **NOTE: This project received conditional preliminary plat approval on August 16, 2017, from the Fairbanks North Star Borough (FNSB) Platting Board and no further platting board meetings or hearings are anticipated.** A copy of the FNSB Platting Board approval letter (SD039-17 Mount Ryan II RRCS 1st Addition – Corrected Action Letter dated April 18, 2019), containing conditions of approval, is attached to the posting of this RFP. No additional field work is required to meet Condition #2, only a depiction on the plat of the access to the staking boundary, which is shown on the Staking Map and on ASLS No. 2009-45, Plat 2013-8, Fairbanks Recording District.

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5) Task 5 – Final Plat Submittal:

1. Submit corrected final plat to DNR for review.
2. After all DNR requested corrections have been made, submit a final plat to FNSB for review and approval.
3. After all FNSB and DNR requested corrections to the final plat have been made, submit Mylars and all final deliverables to DNR.

SEC. 3.04 Contract Type

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

SEC. 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 director.

SEC. 3.06 Prompt Payment For State Purchases - DELETED

SEC. 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.

SEC. 3.08 Location of Work

ASLS No. 2019-02, Mount Ryan II RRCS staking area is located within a portion of the Unorganized Borough and a portion of the Fairbanks North Star Borough. It is 80 road miles Northeast of Fairbanks, Southeast of the Steese Highway, and near the Twelve Mile Summit Wayside at Mile 85 of the Steese Highway. The parcels are located within Townships 5 and 6 North, Range 8 East, Fairbanks Meridian, Alaska. The project is located within the Fairbanks Recording District.

The Contracting Officer is located in Anchorage, Alaska.

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.

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SEC. 3.09 THIRD-PARTY SERVICE PROVIDERS - DELETED

SEC. 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.

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:

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

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

SEC. 3.11 Joint Ventures

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

SEC. 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.

SEC. 3.13 F.O.B. Point - DELETED

SEC. 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 director. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 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 director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

SEC. 3.16 Liquidated Damages - DELETED

SEC. 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 director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee.

SEC. 3.18 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 agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

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

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of

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confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 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.

The above insurance requirements will also apply to any subcontractors that the offeror intends to use to perform work under the contract.

SEC. 3.20 Termination for Default

If the project director 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.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 Proposal Format

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.

Proposals must be limited to 20 pages maximum. **All pages having any content will be counted towards the total number of pages.** This includes any title page or cover page, cover letter, table of contents, body of the proposal, any dividers with content, and any attachments. Copies of business licenses, professional land surveyor licenses, and proof of insurance are not required within the body of the proposal or as attachments, and, if included, these documents will be counted as additional pages towards the maximum page limit. Proposals must be printed on 8.5 inch x 11 inch paper, must use a standard MS Word font, and must use a minimum size of 10 point font. Proposals not conforming to these requirements will be determined non-responsive and will be rejected.

SEC. 4.02 Proposal Content – Introduction

Proposals must include a cover letter as an introduction. The cover letter must:

1. Contain the complete name and address of the offeror and the name, address, and telephone number of the primary contact regarding the proposal.
2. Contain all required operational information under the RFP, including offeror's Alaska business

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license number; Alaska Professional Land Surveyor license number(s).

3. Contain a statement as to whether or not subcontractors or a joint venture will be used, and if so, fully identifies them.
4. Contain a statement as to whether or not the offeror qualifies as an “Alaska Bidder”.
5. Confirm that the offeror will comply with all provisions in this RFP.
6. Contain a statement of commitment to the project and contain a statement acknowledging that the project completion date, as stated in this RFP, is a fixed date **and that the offeror is committed to completing the project by June 30, 2021.**
7. Contain a statement that the offeror, if selected, will be available to conduct contract negotiations within the schedule as described in SECTION 1.12 RFP SCHEDULE.
8. Contain a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict.
9. Be signed by a company officer empowered to bind the company.

An offeror’s failure to include Items 8 and 9 above in the proposal’s cover letter may cause the proposal to be determined non-responsive and the proposal will be rejected. Failure to include or fully address Items 1 through 7 above will result in reduced points in the proposal evaluation.

SEC. 4.03 Proposal Content – Understanding of the Project

To achieve the highest possible scores, offerors must provide brief/comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule. At a minimum, the proposal should address:

1. The key project personnel;
2. The goals and deliverables;
3. The platting requirements;
4. The proposed logistics; and
5. Potential problems and proposed solutions.

SEC. 4.04 Proposal Content – Proposed Methodology for the Project

To achieve the highest possible scores, offerors must provide specific 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, including a detailed work plan that illustrates how they intend to accomplish the tasks described in SECTION 3.01 SCOPE OF WORK and SECTION 3.03 DELIVERABLES within this RFP. At a minimum, the proposal should address:

1. The proposed specific **methodology** for this project;
2. A proposed work plan and estimated time to complete the **fieldwork** for this project;
3. A proposed work plan and estimated time to complete **computations, platting, and other office work** for this project;
4. A proposed work plan and estimated time for **project management**;
5. The planned method of **transportation and lodging** for the on-site field crew;

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6. If any **subcontractors** are proposed to be used and, if so, their expected level of involvement;
7. **Quality control and quality assurance** procedures to be used, both in the field and in the office; and,
8. A discussion of how the offeror intends to configure **administrative parcels** in order to meet the criteria described in the Scope of Work for the project.

SEC. 4.05 Management Plan for the Project - DELETED

The management plan and proposed work plan are to be addressed as described in SECTION 4.04 PROPOSED METHODOLOGY FOR THE PROJECT.

SEC. 4.06 Proposal Content – Experience and Qualifications

To achieve the highest possible scores, proposals must clearly demonstrate the offeror's relevant experience performing project fieldwork, computations, preparing plats, platting board representation, and any other pertinent proficiencies. At a minimum, the proposal should contain:

1. Statement of Qualifications, within the body of the proposal, for all key personnel, including subcontractors, designated to perform work under this RFP. At a minimum, it should identify the individuals who will perform the following functions:
 - Contract Management (contract compliance)
 - Project Management (single point-of-contact directly engaged in contract performance)
 - Professional Land Surveying (in responsible charge)
 - Field Surveying
 - Computations
 - Plat Preparation

The Statement of Qualifications should clearly describe experience, education, and degrees held, and include all dates thereof. A statement of expected availability for all personnel over the term of the contract should be included.

2. Examples, described within the body of the proposal, of no more than three (3) projects similar to the work defined by this RFP that have been completed by the offeror within the last ten (10) years. (If copies of example plats are included in or attached to the proposal, they will be counted as part of the overall page total. If recorded plats are referenced, please provide the plat number and recording district.)

SEC. 4.07 Cost Proposal - DELETED

Cost is not an evaluation factor.

SECTION 5. EVALUATION CRITERIA AND OFFEROR SELECTION

SEC. 5.01 Evaluation Criteria

Before evaluation, all responses will initially be reviewed to determine if they meet the following minimum responsiveness requirements:

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1. Was the proposal received not later than the deadline for receipt of proposals?
2. Is the proposal cover letter signed by an authorized company representative?
3. Has the offeror provided a valid Alaska Business license number and a valid Alaska Professional Land Surveyor license number?
4. Is there any conflict of interest or appearance of conflict that may result in the proposal being declared non-responsive?
5. Does the proposal stay within the formatting requirements, including maximum page limit, page size, and font requirements?

Proposals that fail to meet the above requirements will be rejected as non-responsive and will not be evaluated. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION and in ATTACHMENT 1: PROPOSAL EVALUATION SCORE SHEET.

All responsive proposals received will be reviewed and evaluated by a committee that will be made up of three representatives from the Division of Mining, Land & Water, with a majority of the Evaluation Committee being Registered Land Surveyors. Each member shall exercise independent judgment and no member's vote or score will be weighted more than any other.

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.

PLEASE NOTE that when evaluating proposals, an emphasis is put on detailed discussion of project specific understanding and methodology. Full points are not awarded for a general discussion of surveying methods.

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

SEC. 5.02 Understanding of the Project (25%)

At a minimum, this section will be evaluated against the following questions:

1. Does the proposal adequately address the cover letter requirements?
2. Is the proposal well organized and clearly understandable?
3. Are the contact person and key project personnel clearly identified?
4. Does the offeror demonstrate a clear understanding of the project goals and deliverables?
5. Does the proposal adequately address platting requirements?
6. Have the logistics for this project been discussed?
7. Has the offeror identified pertinent issues, potential problems and proposed solutions?

SEC. 5.03 Proposed Methodology for the Project (40%)

At a minimum, this section will be evaluated against the following questions:

1. Is the methodology to be used sound and defensible?
2. Does the methodology discussion include project specific detail?
3. Are all work items clearly identified in the proposal and broken down by task?

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4. Has the offeror proposed a work plan that is in accordance with the project schedule and tasks? If not, are alternatives offered that are a reasonable solution for accomplishing the work?
5. Does the proposed work plan identify the amount of time expected to complete the fieldwork, and is the time commensurate with the scope of work?
6. Does the proposed work plan identify the amount of time expected to complete computations and platting, and is the time commensurate with the scope of work?
7. Does the proposed work plan identify the amount of time expected for project management, and is the time commensurate with the scope of work?
8. Does the offeror provide for adequate support and flexibility in terms of personnel and time?
9. If the offeror proposes to use a subcontractor, has Section 3.10 of this RFP been complied with?
10. Does the offeror address how quality control and quality assurance will be maintained in the field?
11. Does the offeror address how quality control and quality assurance will be maintained in the office?

SEC. 5.04 Management Plan for the Project – DELETED

The management plan and proposed work plan are to be evaluated as described in SECTION 5.03 PROPOSED METHODOLOGY FOR THE PROJECT.

SEC. 5.05 Experience and Qualifications (25%)

At a minimum, qualifications and experience will be evaluated against the following questions:

1. Does the firm demonstrate adequate, relevant experience in similar projects?
2. Do the examples document the quality of expertise and experience needed to complete this project?
3. Are appropriately qualified individuals and subcontractors in key positions?
4. Are resumes submitted for key personnel?
5. How well has the offeror performed on prior survey and platting contracts for DNR Land Sales, if applicable?
6. Where is the firm's office located?

SEC. 5.06 Contract Cost - DELETED

Cost is not an evaluation factor.

SEC. 5.07 Alaska Offeror Preference (10%)

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

SEC. 5.08 Offeror Selection

Upon completion of the evaluations, the Department of Natural Resources Procurement Officer will

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review the evaluation process to assure procedures were followed in accordance with this RFP and existing State of Alaska statutes and regulations. This process may include reviewing score sheets, proposals, discussions, or any other materials presented to the Evaluation Committee. The Procurement Officer may recommend that proposals be reevaluated prior to beginning negotiations if there is reason to suspect an error was committed during the evaluation process.

The Evaluation Committee will request concurrence from the Procurement Officer to negotiate a contract with the most qualified, responsive offeror. The entire evaluation process, including the final decision of the Evaluation Committee, will be documented in writing and made a part of the contract file.

The apparent successful offeror will be notified of their selection. A date and time of the contract negotiations will be determined. To assist in the negotiation process, the offeror will be required to provide the following additional information:

1. To be provided five business days prior to contract negotiations:
 - a. A detailed Cost Proposal listed by the Tasks identified in Section 3.03 of this RFP, including the following:
 - i. Labor; including employee hours and charge out rates that include benefits, overhead and profit.
 - ii. Direct expenses such as equipment, supplies, travel, per diem and other itemized expenses.
 - iii. Overhead rate.
 - iv. Profit rate.
 - v. Total lump sum fee for the surveying and platting.
 - b. Fee Schedule
2. To be provided at the time of contract negotiations:
 - a. Certificate of insurance
 - b. Subcontractor information (if applicable) per Section 3.10

Please refer to SECTION 6 GENERAL PROCESS INFORMATION for additional information concerning offeror selection and negotiations.

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 Informal Debriefing

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

SEC. 6.02 Alaska Business License and Other Required Licenses

Prior to the award of a contract, an offeror must hold a valid Alaska business license. 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

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

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

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

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

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

SEC. 6.03 Site Inspection

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

SEC. 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.

SEC. 6.05 Discussions with Offerors

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

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be reevaluated after receipt of best and final proposal submissions.

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

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

SEC. 6.06 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND OFFEROR SELECTION** and in **ATTACHMENT 1: PROPOSAL EVALUATION SCORE SHEET**.

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

SEC. 6.07 Contract Negotiation

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held at the Department of Natural Resources, Division of Mining, Land and Water, 550 W 7th Avenue, Suite 650, Anchorage, Alaska. The contract negotiations may be conducted by telephone, email, or facsimile at the state's option.

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

SEC. 6.08 Failure to Negotiate

If the selected offeror

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

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

SEC. 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.

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SEC. 6.10 Protest

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

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

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least 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:

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

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

The 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."

SEC. 6.11 Application of Preferences

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

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050

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- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

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

SEC. 6.12 Alaska Bidder Preference - DELETED

Cost is not a factor for this proposal evaluation.

SEC. 6.13 Alaska Veteran Preference - DELETED

Cost is not a factor for this proposal evaluation.

SEC. 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.

SEC. 6.15 Formula Used to Convert Cost to Points - DELETED

Cost is not a factor for the proposal evaluation.

SEC. 6.16 Examples: Converting Cost to Points (DELETED) & Applying Preferences

(a) Formula Used to Convert Cost to Points - DELETED

Cost is not a factor for this proposal evaluation.

(b) Alaska Offeror Preference

STEP 1

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

1000 Total Points Available in RFP x 10% Alaska offerors preference = 100 Points for the Preference

STEP 2

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

Offeror #1	830 points	No Preference	0	points
Offeror #2	740 points	Alaska Offerors Preference	100	points
Offeror #3	800 points	Alaska Offerors Preference	100	points

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STEP 3

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

Offeror #1	830 points	
Offeror #2	840 points	(740 points + 100 points)
Offeror #3	900 points	(800 points + 100 points)

STEP 4

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

SECTION 7. General Legal Information

SEC. 7.01 Standard Contract Provisions

The contractor will be required to comply with the attached State's Appendix A, General Conditions, attached to this document. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

SEC. 7.02 Proposal as a Part of the Contract

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

SEC. 7.03 Additional Terms and Conditions

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

SEC. 7.04 Human Trafficking

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>.

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

SEC. 7.05 Right of Rejection

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable 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:

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

may be waived by the procurement officer.

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

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

SEC. 7.06 State Not Responsible for Preparation Costs

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

SEC. 7.07 Disclosure of Proposal Contents

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

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

SEC. 7.08 Assignment

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

SEC. 7.09 Disputes

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

SEC. 7.10 Severability

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

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of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 7.11 Supplemental Terms and Conditions

Proposals must comply with **SEC. 7.05 Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

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

SEC. 7.12 Contract Invalidation

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

SEC. 7.13 Solicitation Advertising

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

SECTION 8. ATTACHMENTS

SEC. 8.01 Attachments

Attachments:

Attachment 1 – Proposal Evaluation Score Sheet

Attachment 2 – Parcel Description Checklist

Attachment 3 – Special Survey Instructions

Attachment 4 – Attachment for Special Survey Instructions

Attachment 5 – Plat Checklist

Attachment 6 – Plat Submittal Requirements

Attachment 7 – Staking Map: Mount Ryan II RRCS

Attachment 8 – Plan of Survey: Mount Ryan II RRCS

Attachment 9 - FNSB Preliminary Plat Approval Letter