

# STATE OF ALASKA

## INVITATION TO BID (ITB)



### NENANA-TOTCHAKET AERIAL SURVEY AND MAPPING

ITB 10-012-20

MAY 22, 2020

THE DEPARTMENT OF NATURAL RESOURCES, DIVISION OF MINING, LAND, AND WATER IS SOLICITING BIDS FOR A QUALIFIED CONTRACTOR TO PROVIDE AERIAL MAPPING OF APPROXIMATELY 167,000 ACRES WEST OF NENANA, ALASKA IN THE TOTCHAKET AREA.

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

**BIDDER'S NOTICE:** By signature on this form, the bidder certifies that they comply with the following:

- (1) the bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one the following forms of evidence submitted with the bid:
  - a canceled check for the business license fee;
  - a copy of the business license application with a receipt date stamp from the State's business license office;
  - a receipt from the State's business license office for the license fee;
  - a copy of the bidder's valid business license;
  - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:
  - the laws of the State of Alaska;
  - the applicable portion of the Federal Civil Rights Act of 1964;
  - the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal Government;
  - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
  - the bid will remain open and valid for at least 90 days;
  - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default.

NAME Shawn M. Olsen	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [ ] YES [ ] NO
	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [ ] YES [ ] NO
Phone: (907)269-8687 TDD: (907)269-8411	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: <a href="mailto:shawn.olsen@alaska.gov">shawn.olsen@alaska.gov</a>	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS

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# SECTION 1. INTRODUCTION & INSTRUCTIONS

## SEC. 1.01 PURPOSE OF THE ITB

The Department of Natural Resources, Division of Mining, Land, and Water is soliciting bids for a qualified contractor to provide professional aerial photography, LiDAR mapping, and NDVI Mapping services of approximately 167,000 acres west of Nenana, Alaska in the Totchaket area.

This project lies west of Nenana, Alaska within SECTIONS 15-17, 19-22, 25-32 T2S, R9W; sections 21-28, 32-36 T2S, R10W; sections 5-8, 17-20, 25-36 T3S, R9W; all of T3S, R10W; sections 1, 11-14, 22-27, 32-36 T3S, R11W; W1/2 S6 T4S, R8W; sections 1-12, 15-21, 29-31 T4S, R9W; all of T4S, R10W; all of T4S, R11W; sections 1-5, 8-17, 20-29, 32-36 T4S, R12W; sections 3-7 T5S, R10W; sections 1-12, 15-16 T5S, R11W; sections 1-12 T5S, R12W; and sections 1, 12-13 T5S, R13W; all within Fairbanks Meridian, Alaska.

## SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00 p.m. Alaska Time on June 5, 2020, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

## SEC. 1.03 PRIOR EXPERIENCE

In order for a bid to be considered responsive the bidder must meet these minimum prior experience requirements:

- Professional Surveyor registered in the State of Alaska (**must** provide a copy with bid);
- ASPRC Certified Photogrammetrist (**must** provide a copy with bid);
- Minimum 5 years' experience providing aerial mapping (LiDAR & NDVI capabilities) for large projects over 5,000 acres.

A bidder's failure to provide and meet the license, certification, and minimum prior experience requirements will cause their bid to be considered non-responsive and will be rejected.

## SEC. 1.04 INVITATION TO BID (ITB) REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

## SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

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 ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

## SEC. 1.06 SITE INSPECTION

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB.

Any questions potential bidders have must be directed to the procurement officer as required in Section 1.04.

## SEC. 1.07 SUBMITTING BIDS

Bidders must submit one hard copy of their bid, in writing, to the procurement officer in a sealed package. The sealed bid package must be addressed as follows:

Department of Natural Resources  
Division of Mining, Land, and Water  
Attention: Shawn M. Olsen  
Invitation to Bid (ITB) Number: 10-012-20  
ITB Title: Nenana-Totchaket Aerial Survey and Mapping  
550 West 7<sup>th</sup> Avenue, Suite 1330  
Anchorage, Alaska 99501

If using U.S. mail, please use the following address:

550 West 7<sup>th</sup> Avenue, Suite 1330  
Anchorage, Alaska 99501

If using a delivery service, please use the following address:

550 West 7<sup>th</sup> Avenue, Suite 1330  
Anchorage, Alaska 99501

If submitting a bid via email, the bid may be emailed to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov) and must contain the ITB number in the subject line of the email. 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 bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy bid, if you are emailing your bid, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of bid.

It is the bidder's responsibility to contact the issuing agency at (907) 269-8687 to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

## SEC. 1.08 ENROLLMENT IN IRIS

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

## SEC. 1.09 BID FORMS

Bidders shall use the front page of this ITB and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

### BIDDER'S CERTIFICATION

By signature on the bid, the bidder certifies 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 state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

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

### CONFLICT OF INTEREST

Each bid shall include a statement indicating whether or not the company 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 procurement officer reserves the right to **consider a bid 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 contract to be performed by the bidder.

## SEC. 1.10 PRICES

The bidder shall state prices in the units of issue on this ITB. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the state, the bidder may list such taxes separately, directly below the bid price for the affected item.

## SEC. 1.11 PRE-BID CONFERENCE

Not applicable to this ITB.

### SEC. 1.12 ASSISTANCE TO BIDDERS WITH A DISABILITY

Bidders with a disability may receive accommodation regarding the means of communicating this ITB 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 bids.

### SEC. 1.13 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

### SEC. 1.14 AMENDMENTS TO THE ITB

If an amendment is issued, it will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the State of Alaska Online Public Notice website.

### SEC. 1.15 ITB SCHEDULE

The ITB 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 bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / ITB Released		May 22, 2020
Deadline for Receipt of Bids / Bid Due Date	<b>2:00 p.m.</b>	<b>June 5, 2020</b>
<b>ANTICIPATED</b> Bid Evaluations Complete		<b>Week of June 8, 2020</b>
<b>ANTICIPATED</b> Notice of Intent to Award		<b>Week of June 8, 2020</b>
<b>ANTICIPATED</b> Contract Issued		<b>Week of June 15, 2020</b>
<b>ANTICIPATED</b> Kickoff Meeting		<b>Week of June 15, 2020</b>
Submits work plan/flight plan/control plan		June 23, 2020
Proofing area deliverable (portion within T4S, R9W & R8W, FM)		October 30, 2020
Review deliverables		December 31, 2020
Final deliverables		May 31, 2021

This ITB 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. 1.16 ALTERNATE BIDS

Bidders may only submit one bid for evaluation. In accordance with 2 AAC 12.830 alternate bids (bids that offer something different than what is asked for) will be rejected.

## **SEC. 1.17 SUPPORTING INFORMATION**

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

## **SEC. 1.18 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER**

Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.



## **SECTION 2. CONTRACT INFORMATION**

### **SEC. 2.01 CONTRACT TERM**

The length of the contract will be from the date of award, through December 31, 2020.

### **SEC. 2.02 CONTRACT ADMINISTRATION**

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Natural Resources, Division of Support Services.

### **SEC. 2.03 CONTRACT FUNDING**

Department of Natural Resources, Division of Mining, Land, and Water estimates a budget of between \$90,000 and \$120,000 dollars for this contract. Bids priced at more than \$120,000 will be considered non-responsive.

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

### **SEC. 2.04 CONTRACT EXTENSION**

Unless otherwise provided in this ITB, the state and the successful bidder/contractor agree: (1) that any extension 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) the procurement officer will provide written notice to the contractor of the intent to cancel the month-to-month extension at least 30 days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

### **SEC. 2.05 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 state 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 procurement officer has secured required state approvals necessary for the amendment and issued a written contract amendment.

### **SEC. 2.06 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 2.07 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 2.08 CONTRACT PERFORMANCE LOCATION**

The location(s) the work is to be performed, completed and managed are at the contractor's location of business and the approximate 167,000 acres, west of Nenana, Alaska identified in attachment 1.

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

All costs shall be state as fully burdened rate, and costs for this project will be paid based on actual services rendered and costs incurred for the performance and completion of the requirements herein. Travel to other locations will not be required.

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

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

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 bid as non-responsive, or cancel the contract.

## **SEC. 2.09 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. 2.10 SCOPE OF WORK AND SPECIFICATIONS**

The Department of Natural Resources, Division of Mining, Land and Water, is soliciting bids for aerial mapping Totchaket-Nenana Ag project.

The Contractor shall furnish all facilities, labor, materials, and equipment to provide the mapping services and products in accordance with the specifications, terms, and conditions contained within this ITB.

The contractor will be required to provide controlled aerial photography of the project area, a digitized topographic map extending 500 ft. outside the project boundaries at a planimetric scale of 1" = 200'.

### **Project Summary:**

This ITB is for Planning, Acquisition, processing, and derivative products of lidar data to be collected at 8 points per square meter and nominal pulse spacing (ANPS) of 0.70 meters. Approximately 167,000 acres will be acquired for Nenana-Totchaket Ag project. The contractor's primary tasks shall include:

Lidar data, and derivative products produced in compliance with this task order are based on the "U.S. Geological Survey National Geospatial Program Lidar Base Specification Version 1.2", which is incorporated by reference into this task order. This specification may be viewed at <http://pubs.usgs.gov/tm/11b4/>. These lidar specifications are required baseline specifications. In addition to the Specification Requirements, this ITB shall meet NEEA QL3. For any item which is not specifically addressed, the referenced Specification Version 1.2 will be the required specification authority.

This project will require hydro-flattening.

### **Task 1: Preliminary Office Work:**

Provide DNR with a work plan showing flight lines and a discussion on product control. Any fixed controlled ground points required will be on a primary monument.

### **Task 2: Data Acquisition:**

- **Data acquisition (collection):** The contractor shall be responsible for acquisition of lidar data of sufficient density and quality to meet the requirements specified in the referenced Version 1.2 USGS Base Specification, except where explicitly stipulated in this contract.
- **Collection area:** The collection area shall be defined as the Defined Project Area, buffered by no less than 500 Ft. The Project Area is defined in “Attachment 2 – Nenana-Totchaket Project Boundary” and further delineated by the ESRI ArcShape file included as “Attachments 3 - 10 Nenana-Totchaket Shape File(s).”
- **Nominal Pulse Spacing:** Nominal Pulse Spacing (ANPS) shall be no greater than 0.70 meters (QL3); assessment to be made against single swath, first return data located within the geometrically usable center portion (typically 95%) of each swath
- **Signal Returns:** The laser system shall be configured to collect multiple echoes per pulse, with a minimum of a first return and a last return and at least one additional intermediate return. All returns captured during acquisition shall be delivered. Return number shall be recorded.
- **GPS Times:** shall be recorded as Adjusted GPS Time, at a precision sufficient to allow unique timestamps for each return. Adjusted GPS Time is defined to be Standard (or satellite) GPS time minus  $1 \times 10^9$ . See the LAS Specification for more detail.
- **Signal Strength:** The signal strength (intensity) of each return pulse shall be recorded.
- **Clustering:** The spatial distribution of geometrically usable points is expected to be uniform and free from clustering. In order to ensure uniform densities throughout the data set:
  - A regular grid, with cell size equal to the design  $2 \times \text{ANPS}$  will be laid over the data.
  - At least 90% of the cells in the grid shall contain at least 1 lidar point.
  - Clustering will be tested against the 1st return only data
  - Acceptable data voids identified elsewhere in this specification are excluded.
- **Control:** The Contractor shall provide control services necessary to control the flight. All survey control methodologies and specifications will follow USGS NGP LiDAR Base Specifications v1.2. Specific responsibilities of the Contractor and Alaska DNR with respect to survey control are outlined below.

**Ground Survey:** Ground points shall be used to remove any bias in the dataset, and to report the accuracy of the data. Ground survey points shall be collected using traditional GNSS-based Real Time Kinematic (RTK) or Post-Processed Kinematic (PPK) survey techniques. For RTK surveys, the survey crew shall use a roving GPS unit to receive radio-relayed, corrected coordinates for all GSPs from a GNSS base unit occupying an established monument. The relative errors for the RTK and PPK positions must be less than 3.0 cm horizontal and 4.0 cm vertical at a 95% confidence interval in order to be accepted. No points shall be collected with a PDOP higher than 3.0, and all points shall be collected with the GNSS base station and rover seeing a minimum of 6 common satellites.

- Ground survey points shall include:
  - Ground Control Points to be used in LiDAR calibration
  - Land Cover Points (LCPs), or LiDAR check points, to be used for NVA and VVA QA accuracy reporting
- Ground Control Points (GCPs): GCPs are calibration points collected on hard and flat surfaces, such as roads and parking lots, where available, which shall be used to remove any vertical bias in the LiDAR data during the calibration process. Hard-packed dirt roads may be used if necessary if collected simultaneously with LiDAR acquisition. Points must be collected at least 1 meter from major slope breaks. There shall be a minimum of 50 GCPs for this project. Any fixed controlled ground points required will be on a primary monument.
- Land Cover Points (LCPs), or LiDAR QA Check Points: QA Ground check points shall be collected in both non-vegetated and vegetated areas to allow for the analysis of Non-vegetated Vertical Accuracy (NVA) and Vegetated Vertical Accuracy (VVA) in line with the USGS V1.2 LiDAR Base Specification and the ASPRS Positional Accuracy Standards for Digital Geospatial Data Edition, 1, Version 1.0 – November, 2014 (Table 1). These points shall be used for accuracy reporting, but not for the calibration of the LiDAR.
- Lidar shall be acquired using the following control specifications:
  - Positional Accuracy Standards for Digital Geospatial Data (American Society for Photogrammetry and Remote Sensing, 2014) should be consulted to determine the minimum number of checkpoints required. The quantity of checkpoints is linked to the size of the project's AOI. Adherence to the ASPRS recommendations is required, but in no case shall an NVA be based on less than 20 checkpoints.  
[http://www.asprs.org/a/society/committees/standards/ASPRS\\_Positional\\_Accuracy\\_Standards\\_Edition1\\_Version100\\_November2014.pdf](http://www.asprs.org/a/society/committees/standards/ASPRS_Positional_Accuracy_Standards_Edition1_Version100_November2014.pdf)
  - The ASPRS-recommended distribution of total number of checkpoints between NVA and VVA assessments shall be met and checkpoints within each type shall be well-distributed across the entire project. Within each assessment type, checkpoints will be distributed among all constituent land cover types in approximate proportion to the areas of those land cover types.
  - Checkpoints for NVA assessments shall be located only in clear, open terrain, where there is a high probability that the sensor will have detected the ground surface without influence from surrounding vegetation (single return only, away from objects of low reflectivity). Ground that has been plowed or disturbed is not acceptable.
  - The same checkpoints may be used for NVA assessment of the point cloud and DEM.
  - VVA points should have survey areas sized with a minimum homogeneous area of  $(ANPS \times 5)^2$ , with less than one-third of the required RMSEz deviation from a low-slope (less than 10 degrees) plane.
  - The checkpoint accuracy shall be 3 times the targeted accuracy of the lidar data.
  - NVA and VVA are typically comprised of the following land cover categories (but not limited to):

- NVA: Bare Earth/Open Terrain and Urban
  - VVA: Tall Weeds/Crops, Brush lands and Trees, and Forested and Fully Grown
- Checkpoints shall not be incorporated into the contractor's vertical solution.
- Vertical Accuracy Requirements: Lidar collected under this task order shall meet or exceed these vertical accuracies. Assessment procedures shall comply with NDEP guidelines. See C.1.b.(i)(a) below for complete vertical accuracy reporting requirements.
  - RMSEZ = 20 cm (Swath, DEM)
  - NVA = 39.2 cm 95% Confidence Level (Swath, DEM)
  - VVA = 58.8 cm 95th Percentile (DEM)
- Positional Accuracy Validation: The absolute and relative accuracy of the data, both horizontal and vertical, relative to known control, shall be verified prior to classification and subsequent product development. A detailed report of this validation is a required deliverable
- Relative Accuracy Requirements: Relative accuracy shall be  $\leq 12$ -cm RMSEZ within swaths and  $\leq 16$ -cm RMSDZ between adjacent swaths with a maximum difference of  $\pm 32$  cm.
- Acquisition Window: Acquisition window shall be the leaf-on and snow-free season during the Late Spring/Early Summer of 2020 running starting 6/15/2020 and ending September 1st, 2020
- Swath Length: Refer to USGS Lidar Base Specification v 1.2, page 7 - section on Swath Size and Segmentation
- Full Swath data shall be delivered Edge data from each swath shall not be trimmed from the delivered data.
- Overlap: Flight line overlap is at the contractor's discretion but is cautioned to be rigorous to ensure there are no data gaps between the usable portions of the swaths and to ensure the nominal pulse density (ANPD) can be achieved. Collections in high relief terrain are expected to require greater overlap. Any data with gaps between the geometrically usable portions of the swaths will be rejected.
- Data Voids: Data Voids [areas  $\Rightarrow (4 \times \text{ANPS}^2)$ , measured using 1st-returns only] within a single swath are not acceptable, except:
  - where caused by water bodies
  - where caused by areas of low near infra-red (NIR) reflectivity such as asphalt or composition roofing; or
  - where appropriately filled-in by another swath
- Data Acquisition Conditions:
  - Atmospheric: Cloud and fog-free between the aircraft and ground
  - Ground:
    - Snow free; very light, un-drifted snow may be acceptable in special cases, with prior approval.

- No unusual flooding or inundation, except in cases where the goal of the collection is to map the inundation.
- Time of Day: Time of day is not of concern.

**DATA PROCESSING AND HANDLING:** The contractor shall be responsible for post processing of lidar data of sufficient density and quality to meet the requirements specified in the National Geospatial Program Lidar Base Specification Version 1.2. All processing should be carried out with the understanding that all point deliverables are required to be in fully compliant LAS format, v 1.4. Data producers are encouraged to review the LAS specification in detail. Specifications of the LAS datasets will be verified.

- **ACCURACY REPORTING:** Data Accuracy: Data collected under the resulting contract shall meet the National Standard for Spatial Database Accuracy (NSSDA) accuracy standards. The NSSDA standards specify that vertical accuracy be reported at the 95 percent confidence level for data tested by an independent source of higher accuracy. For example the metadata statement shall read, “Tested \_\_\_ (meters, feet) vertical accuracy at 95 percent confidence level.”
  - Accuracy of the Lidar Point Cloud Data: The Absolute Accuracy is assessed by Non-vegetated Vertical Accuracy (NVA) of the Lidar Point Cloud data. This shall be calculated against TINs derived from the final calibrated and controlled swath data. The required accuracy (ACCZ) is: 19.6 cm at a 95% confidence level, derived according to NSSDA, i.e., based on RMSE of 10 cm in the “open terrain” or “urban areas” land cover category. This is a required accuracy.
  - Accuracy of the Derived DEM: The ACCZ of the derived DEM shall be calculated and reported in three ways:
    - RMSEz (Non-Vegetated): The required RMSEz is: ≤10 cm.
    - Non-Vegetated Vertical Accuracy (NVA) The required NVA is: ≤19.6 cm at a 95% confidence level, derived according to NSSDA, i.e., based on RMSEz of 10 cm in the “open terrain” and/or “Urban” land cover categories. This is a required accuracy.
    - Vegetated Vertical Accuracy (VVA): The required VVA is: ≤29.4 cm at a 95th percentile level, derived according to ASPRS Guidelines, Vertical Accuracy Reporting for lidar Data, i.e., based on the 95th percentile error in Vegetated land cover categories combined (Tall Grass, Brush, Forested Areas). This is a required accuracy.
- Hydro Flattening Requirements:
  - Inland Ponds and Lakes:
    - ~2-acre or greater surface area (~350’ diameter for a round pond).
    - Flat and level water bodies (single elevation for every bank vertex defining a given waterbody).
    - The entire water surface edge must be at or just below the immediately surrounding terrain.
    - Long impoundments such as reservoirs, inlets, and fjords, whose water surface elevations drop when moving downstream, should be treated as rivers.
  - Inland Streams and Rivers:

- 100' nominal width: This should not unnecessarily break a stream or river into multiple segments. At times it may squeeze slightly below 100' for short segments. Data producers should use their best professional judgment.
- Flat and level bank-to-bank (perpendicular to the apparent flow centerline); gradient to follow the immediately surrounding terrain.
- The entire water surface edge must be at or just below the immediately surrounding terrain.
- Streams should break at road crossings (culvert locations). These road fills should not be removed from DEM. However, streams and rivers should not break at bridges. Instructions in the first two paragraphs of the 'Digital Elevation Model Hydro-Flattening' section of the Lidar Base Specification v 1.2 regarding the use of break lines applies also to non-hydrographic terrain generation below bridges.
- Water Boundaries:
  - Represented only as an edge or edges within the project area; collection does not include the opposing shore.
  - The entire water surface edge must be at or below the immediately surrounding terrain.
  - The elevation along the edge or edges should behave consistently throughout the project. May be a single elevation (i.e., lake) or gradient (i.e., river), as appropriate.

#### **Imagery:**

- 4-band (RGB and infrared)

#### **Task 3: Final Office Work:**

- Prepare a minimum of a 2 ft. contour interval topographic map with 1" = 200' planimetric detail from controlled aerial photography.
- Prepare NVDI mapping at the same scale

#### **Required Deliverables:**

1. Digital photographs & one set of color contact prints,
2. One set of LiDAR data (DTM, DSM, ORI) in AutoCAD and .las format,
3. One set of topographic map files with minimum 2 ft. contour and 1" = 200' planimetric detail in AutoCAD ver. 2020 or later,
4. One set of digital orthophoto raster files with 1 ft. pixel resolution in .tiff format,
5. Coordinate list for control points, centerline monuments and benchmarks in NAD 83.

#### **Spatial Reference Information:**

- Horizontal Datum: NAD83 (2011 Epoch 2010.00).

- Vertical Datum: NAVD88 using the most recent approved Geoid model from the National Geodetic Survey for purposes of performing conversions from ellipsoidal heights to orthometric heights. Data to be delivered in orthometric heights.
- Coordinate System and Projection: UTM, Zone 6, horizontal and vertical units in meters to 2 decimal places.
- Additional Delivery in Alaska State Plane coordinates. The Contractor will provide one complete copy of deliverables to FS cast to NAD83 (2011 Epoch 2010.00) Alaska State Plane, FIPS 5004, feet to 2 decimal places.
  - **\*\*NOTE\*\*** In all cases, the CRS that is used shall be recognized and published by the European Petroleum Survey Group (EPSG) and correctly recognized by industry standard Geographic Information System (GIS) software applications. The EPSG code will be cited in the Technical Proposal.

## **SEC. 2.11 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for proving all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state 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.

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 products or work received) and may seek associated damages.

## **SEC. 2.12 CONTINUING OBLIGATION OF CONTRACTOR**

Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

## **SEC. 2.13 ESTIMATED QUANTITIES**

The acreage referenced in this ITB are the state's estimated and may vary more or less from the actually flown and mapped

## **SEC. 2.14 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.

## SEC. 2.15 INSURANCE

Without limiting the contractor's indemnification, it is agreed that the 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 procurement officer prior to contract approval 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.

### **Proof of insurance is required for the following:**

- 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.
- Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- Aircraft Liability Insurance: covering all aircraft used under this contract, with coverage limits shown below:
  - 1 to 5 place passenger seating capacity, Contractor must maintain not less than \$150,000 per seat bodily injury or death single and \$1,000,000 per occurrence.

The State shall be added as Additional Insured. This insurance shall be considered to be primary and non-contributory to any other insurance carried by the State through self-insurance or otherwise. In addition to providing the above insurance coverage the Contractor shall in any contract or agreement with subcontractors performing work, require that all indemnities and waivers of subrogation it obtains, and that any stipulation to be named as an additional insured it obtains, also be extended to waive rights of subrogation against the State and add the State as additional named indemnity and as additional insured.

## **SECTION 3. CONTRACT INVOICING AND PAYMENTS**

### **SEC. 3.01 BILLING INSTRUCTIONS**

All invoices produced by the contractor must contain the following information at a minimum:

- Contract number and title;
- Identification of the billing period;
- An itemized listing of deliverables and charges for the invoiced period;
- Total amount billed;
- Date invoice was submitted for payment;
- Entity name, contact information, and Alaska vendor number.

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The state will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

### **SEC. 3.02 PAYMENT FOR STATE PURCHASES**

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

Any single contract payments of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

### **SEC. 3.03 PROMPT PAYMENT FOR STATE PURCHASES**

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

### **SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED**

Because of the additional administrative and accounting time required of the state when third party financing agreements are permitted, they will not be allowed under this contract.

## SECTION 4. EVALUATION AND CONTRACTOR SELECTION

### SEC. 4.01 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. 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 bidder.

### SEC. 4.02 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder and Alaska Veteran preferences are the most common preferences involved in the ITB 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 following website:

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

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

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. Bidders must attach a copy of their certification letter to the proposal. **A bidder's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

### SEC. 4.03 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the total bid price. The preference will be given to a bidder who:

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;

- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

#### **Alaska Bidder Preference Certification Form**

In order to receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

### **SEC. 4.04 ALASKA VETERAN PREFERENCE**

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

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

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

#### **Alaska Veteran Preference Certification**

In order to receive the Alaska Veteran Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

### **SEC. 4.05 EMPLOYMENT PROGRAM PREFERENCE**

If a bidder qualifies for the Alaska Bidder Preference and is offering goods or services through an employment program as defined under AS 36.30.990(12), an Employment Program Preference of 15% will be applied to the total bid price.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

#### **SEC. 4.06 ALASKANS WITH DISABILITIES PREFERENCE**

If a bidder qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total bid price.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

#### **SEC. 4.07 PREFERENCE QUALIFICATION LETTER**

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the state to disallow the preference.

#### **SEC. 4.08 EXTENSION OF PRICES**

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

#### **SEC. 4.09 METHOD OF AWARD**

Award will be made to the lowest responsive and responsible bidder.

#### **SEC. 4.10 NOTICE OF INTENT TO AWARD**

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the procurement officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement officer does so without a contract and at their own risk.

## SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder 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 Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders 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 bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
- 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 bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids 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 bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

### SEC. 5.02 AUTHORITY

This ITB is written in accordance with AS 36.30 and 2 AAC 12.

### SEC. 5.03 COMPLIANCE

In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

#### **SEC. 5.04 SUITABLE MATERIALS, ETC.**

Unless otherwise specified in this ITB, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

#### **SEC. 5.05 SPECIFICATIONS**

Unless otherwise specified in this ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

#### **SEC. 5.06 CONTRACTOR SITE INSPECTION**

The state may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid 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.

#### **SEC. 5.07 ORDER DOCUMENTS**

Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The state is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the state under this ITB. Unless otherwise specified in this ITB, the State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

#### **SEC. 5.08 HUMAN TRAFFICKING**

By signature on their bid, the bidder certifies that the bidder 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 bid as non-responsive, or cancel the contract.

#### **SEC. 5.09 RIGHT OF REJECTION**

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

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counter-offer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the ITB;
- 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 bid from a debarred or suspended bidder shall be rejected.**

#### **SEC. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

#### **SEC. 5.11 DISCLOSURE OF BID CONTENTS**

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid 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 other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

Trade secrets and other proprietary data contained in bids may be held confidential if the bidder requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The bidder's request must be included with the bid, 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. 5.12 ASSIGNMENTS**

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. Bids that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

#### **SEC. 5.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)**

The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, 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 ITB, 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.

#### **SEC. 5.14     DEFAULT**

In case of default by the contractor, for any reason whatsoever, the state may procurement the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

#### **SEC. 5.15     DISPUTES**

If the contractor has a claim arising in connection with the contract that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632.

#### **SEC. 5.16     SEVERABILITY**

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

#### **SEC. 5.17     CONTRACT CANCELLATION**

The state reserves the right to cancel the contract at its convenience upon 30 calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

#### **SEC. 5.18     GOVERNING LAW; FORUM SELECTION**

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by Section 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

#### **SEC. 5.19     SOLICITATION ADVERTISING**

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

#### **SEC. 5.20     QUALIFIED BIDDERS**

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or

- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

If the bidder leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

## SEC. 5.21 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
  - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

## SEC. 5.22 PROTEST

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

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 bids.

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 a bidder 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 bid 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 bidders 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."

## SECTION 6. ATTACHMENTS

### SEC. 6.01 ATTACHMENTS

**Attachments:**

- 1) Attachment 1 – Bid Schedule
- 2) Attachment 2 – Nenana-Totchaket Project Boundary
- 3) Attachment 3 – Nenana-Totchaket Project Boundary.mxd
- 4) Attachment 4 – Nenana-Totchaket.cpg
- 5) Attachment 5 – Nenana-Totchaket.dbf
- 6) Attachment 6 – Nenana-Totchaket.prj
- 7) Attachment 7 – Nenana-Totchaket.sbn
- 8) Attachment 8 – Nenana-Totchaket.sbx
- 19) Attachment 9 – Nenana-Totchaket.shp
- 10) Attachment 10 – Nenana-Totchaket.shx

**ATTACHMENT 1**  
**NENANA-TOTCHAKET AERIAL SURVEY AND MAPPING**  
**ITB 10-012-20**  
**BID SCHEDULE**

1) Breakdown of Bid Price and Estimated Completion Dates:

PREFLIGHT PLANNING: \$ \_\_\_\_\_

FLIGHT COST AND FIELD SURVEY: \$ \_\_\_\_\_

FLIGHT PROCESSING AND DRAFTING: \$ \_\_\_\_\_

SUBMIT DELIVERABLES: \$ \_\_\_\_\_

2) Total Project Bid: \$ \_\_\_\_\_

3) **PRIOR EXPERIENCE CERTIFICATION**

By signature, the bidder certifies they meet the minimum prior experience requirements of five years' experience providing aerial mapping (LiDAR & NDVI capabilities) for large projects over 5,000 acres.

- A bidder's failure to meet the minimum prior experience requirements will cause their bid to be considered non-responsive and will be rejected.
- Bidders **MUST** provide copies of their State of Alaska Professional Surveyor registration and ASPRC Photogrammetrist certification with their bid. A bidder's failure to provide both documents will cause their bid to be considered non-responsive and will be rejected.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**BIDDER INFORMATION**

Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Company Website: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Contact Fax Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

## **PREFERENCE CERTIFICATION**

**(a)** Does your company qualify for the Alaska Bidder's Preference? YES NO

If yes, you must have a current Alaska Business license at the Deadline for Responses.

**(b)** Does your company qualify for the Alaska Veteran's Preference? YES NO

If yes, provide a copy of your DD214 with social security number, serial number, date of birth, and other Privacy Act information redacted out with your bid or upon request by the DNR Procurement Officer. Also, preference is statutorily capped at \$5,000.00.

**(c)** Does your company qualify for the Alaska Employment Program or Alaskans with

Disabilities preference? YES NO

If yes, provide a copy of the certification letter issued by the Division of Vocational Rehabilitation with your bid. Failure to provide a copy of the certification letter with your bid will result in disallowance of the preference.

## NENANA-TOTCHAKET PROJECT BOUNDARY

