

STATE OF ALASKA REQUEST FOR PROPOSALS



GLOBAL NAVIGATION SATELLITE SYSTEMS REAL-TIME NETWORK RFP 2022-1000-5039

ISSUED DECEMBER 13, 2021

ISSUED BY:

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF SUPPORT SERVICES

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Natural Resources, Division of Support Services, is soliciting proposals for hardware, software, technical support, and training to build an Alaska statewide Global Navigation Satellite Systems (GNSS) Real-Time Network (RTN) incorporating current Continually Operating Reference Stations (CORS) and other Global Positioning System (GPS) base stations and adding 28 new CORS. A contract resulting from this RFP will be as needed, non-exclusive, with no guarantee on the amount of goods and/or services needed. A more detailed description including scope of work is provided in Section 3 Scope of Work & Contract Information.

SEC. 1.02 BUDGET

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 PM prevailing Alaska Time on January 4, 2022. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

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

- The offeror must have five years proven experience with the software, its installation, operation, and maintenance. Evidence of current or previous ownership and operation of the software is suitable experience. If the software is no longer in operation the offeror must clarify the disposition of the system in their proposal.

Offeror's must explain in their proposal how they meet the minimum prior experience requirements identified above. Proposals that fail to meet the minimum prior experience requirements will be considered non-responsive and rejected.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should 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 proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

PROCUREMENT OFFICER: Chris Brooks – PHONE: 907-269-8666 – EMAIL: christopher.brooks@alaska.gov

The deadline for submission of questions is no later than 2:00 PM prevailing Alaska Time on December 21, 2021

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one hard copy of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Natural Resources
Division of Support Services
Attention: Chris Brooks
Request for Proposal (RFP) Number: 2022-1000-5039

RFP Title: Global Navigation Satellite Systems Real-Time Network

**550 W. 7TH AVE, SUITE 1330
ANCHORAGE, AK, 99501**

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

**550 W. 7TH AVE, SUITE 1330
ANCHORAGE, AK, 99501**

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

**550 W. 7TH AVE, SUITE 1330
ANCHORAGE, AK, 99501**

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to christopher.brooks@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

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

It is the offeror's responsibility to contact the issuing agency at 907-269-8666 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

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.

(b) OFFEROR'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

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 procurement officer 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 contract to be performed by the offeror.

(e) FEDERAL REQUIREMENTS

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

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 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 notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice website.

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 accordingly. All times are Alaska Time.

- **Issue RFP:** December 13, 2021;
- **Deadline for Receipt of Questions:** December 21, 2021 at 2:00 PM prevailing Alaska Time;
- **Deadline for Receipt of Proposals:** January 4, 2022 at 2:00 PM prevailing Alaska Time;
- **Proposal Evaluation Committee complete evaluation by:** Week of January 10, 2022
- **State of Alaska issues Notice of Intent to Award a Contract:** Week of January 10, 2022
- **State of Alaska issues contract:** Week of February 1, 2022
- **Contract start:** Week of February 7, 2022

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

NOT APPLICABLE FOR THIS RFP.

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

NOT APPLICABLE FOR THIS RFP.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Natural Resources, Division of Support Services, is soliciting proposals for hardware, software, technical support, and training to build an Alaska statewide Global Navigation Satellite Systems (GNSS) Real-Time Network (RTN) incorporating current Continually Operating Reference Stations (CORS) and other Global Positioning System (GPS) base stations and adding 28 new CORS.

The Contractor shall provide DNR with all the hardware, software, firmware, technical support, and training required to build an Alaska statewide Real-Time GNSS Network incorporating current CORS and other GNSS base stations as outlined in SEC. 3.03.

In a multi-year phased approach, the State seeks to create a robust statewide RTN through a series of interagency, intergovernmental, and private partnerships to identify existing CORS-capable infrastructure, work with infrastructure owners through a partnership agreement to upgrade existing infrastructure to real-time GNSS standards, and add new CORS in locations where existing infrastructure does not exist or is deemed unsuitable.

The lifecycle of the project will be completed in three distinct phases.

- Phase 1: Central Alaska
- Phase 2: Southeast Alaska
- Phase 3: Western Alaska & Aleutians

Phases 1 and 2 will consist of a traditional robust real-time network in which contributing stations have a maximum of 70km spacing. Preliminary plans for Phase 1 include utilizing existing stations, upgrading approximately 12 existing stations, and installation of approximately 11 new stations. Likewise, preliminary plans for Phase 2 include existing stations, 10 upgrades, and 3 new stations. The software and hardware combinations for Phases 1 and 2 must give end real-time users accurate positions to 3cm or less.

Phase 3 will consist of a dispersed real-time network in which contributing stations have a maximum 120km spacing. Preliminary plans for Phase 3 include utilizing existing stations, upgrading approximately 34 existing stations, and installation of a yet to be determined number of new stations. The software and hardware combinations for Phase 3 must give end real-time users accurate horizontal positions to 12cm or less.

The State will utilize as many existing stations as allowable for all phases. 66 current stations have been identified for inclusion in the CORS network. 51 of those stations are Trimble brand, and 15 are Septentrio brand. Software must allow for inclusion of multiple brands of reference stations, not limited to those brands listed in this paragraph.

The offeror shall provide a per item cost for the purchase of a minimum of 70 GNSS reference receivers and approximately 28 NOAA, NGS modeled antennas and sundries.

The State intends to be the owner and operator of the statewide RTN and implement a maintenance and upgrade schedule to keep the network operating at peak efficiency, while maximizing the efficiencies of phased bulk equipment upgrades in the future.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award for two years. There are three one-year renewal options available to be exercised at the sole discretion of the state.

Unless otherwise provided in this RFP, the State and the successful offeror/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 notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

Real-Time Global Navigation Satellite Systems (GNSS) network hardware, software, technical support, and training.

The GNSS network software must meet the following requirements:

Design and Architecture of the Software:

- Must run automatically and continuously as a Windows service under, at least, Windows 2012 Server.
- 64 bit operating system supported.
- Software Services shall start automatically with other services when booting.
- The software must allow to be used with Microsoft Azure cloud using Microsoft Azure SQL as the data base for the system and State of Alaska Office of Information Technology managed tenant.

Installing the Complete Software Installation in Microsoft Azure Cloud:

- The software must support installation in virtual environments, with the preferred environment being State of Alaska Office Azure tenant.
- The operator does not need to be logged into Windows.
- If power fails, the software will restart immediately when the power returns and the computer reboots.
- Shall have fast and efficient multiple-user access to its own database.
- The software shall offer a high scalability to provide consistent functionality throughout growth of the system and the system's hardware. Growing needs in the customers application shall allow an easy addition to an existing system.

Graphical User-Interface:

- The client application shall have a Graphical User Interface (GUI), with typical Windows look and feel, that controls the server. It should be able to be installed on remote PC's as well as on the server.
- Easy to learn and use and self-explanatory panels, boxes, windows, toolbars.
- Easily accessible for remote and on-site system supervisors.
- Map-views must include background map for a better visibility of the network.
- "Drag and Drop" for better configuration and organization of system setup in GUI.
- GUI with drop-down menus to select receiver hardware type, antenna type, tectonic plate and datum per station.

- All software configurations available via GUI. Configuring the software settings may not be subject to editing batch files. Software must run independently from the GUI and software must run as a Windows Service.
- The software must provide one common user interface for a complete redundant system installation over all servers used within the setup. It shall provide health status information on the functionality of the software as well as on the underlying services. It shall be possible to restart services through this user interface.

Security:

- The software shall have three-access level: Administrator, User and Guest.
- Administrators (system supervisors) must have full control of software and the receivers.
- Administrators must be able to start and stop the various operations, create and change configurations, set parameters and modes etc.
- One Administrator shall be the support team of the Contractor for remote maintenance.
- The User security level allows the modification and configuration of operation relevant settings.
- Operators change log: all configuration changes must be automatically logged in a software database so the performed changes can be assigned to when and who did the change.
- The software shall have the capability to grant other interested parties' viewer-only rights (Guest).
- Viewers should only be able to inspect the operation of the software, configuration parameters, system and receiver status, etc.
- Viewers should not be able control the software and its operation.

System Monitoring and Data Control:

- Software must provide an interface that monitors the various communication links and the operation of the entire system.
- Records critical events in the system SQL database and Windows Event log.
- Checks the completeness of all data downloaded from the reference-station receivers.
- Generates warnings and e-mail messages to selected supervisors if any unexpected events occur.
- Watchdog support for automated restart of services in case of failure.
- Change log report must be available, i.e. it must be possible to create a report that indicates changes that have been done in the software such as changing a coordinate.
- The software must offer an automated service to apply smaller software updates to the software similar to Microsoft Updates. The software must notify the administrator about the availability of a new software patch and must allow viewing the content of the new patch prior to download or installation. The software shall allow switching off the notification.
- The software must provide one view which offers the health status of all modules in the system at one glance. The health status shall be provided on three different levels:
 - Healthy;
 - Infected; and
 - Unhealthy.
- There shall be one view, which summarizes the main aspects of a general functionality in one glance.
- The software shall also allow setting filter to certain health status information to allow ignoring unimportant status changes once or permanently.

Alarms:

- The software must support the setting of alarms based on the following – but not limited to - user adjustable conditions:
 - No data from receiver;
 - Receiver position has moved beyond a certain tolerance;
 - Local disk space is low;
 - Redundant communication management;
 - Processing result(s); and
 - Receiver temperature and/or voltage out of tolerance.
- The triggering of any of these alarms will cause at least an email to be sent out a user specified SMTP server, play a sound and/or execute a batch file.
- The alarms shall be adjustable such that they may be triggered on the occurrence of the condition and then again on the disappearing of the condition.

Direct and Remote Control of GNSS Receivers:

- The GNSS Software shall poll the referenced stations receivers through an active connection and stream raw data as well as download data files without any interaction on local Real Time Kinematic (RTK) and Differential Global Positioning System (DGPS) data that may be transmitted from reference stations to RTK rovers.
- Remote firmware upgrades of the receivers must be possible using the software.
- Software must allow import/export of IGS Site Logs files for station configuration.
- Software must allow import a bulk import of station information from a Microsoft Excel spreadsheet.
- Software must allow the addition of new reference stations without the interruption of the ongoing operation of the software.
- Communication between the server and the reference-station receivers must have the flexibility to operate as:
 - Dial-up modem (landline/cellular/GSM/high-speed wireless);
 - Internet, intranet, local or wide area networks (TCP/IP); and
 - Direct serial link (RS232).
- Streaming of raw data from remote receiver shall be done either via:
 - Binary raw data; and
 - RTCM v3.x.
- Software must allow BINEX as receiver observation input format.
- Configures the receiver internal and local RTK transmission using various channels.
- The GNSS Software must be able to perform the following Receiver configuration:
 - General receiver settings;

- Satellite tracking parameters;
- Data logging parameters; and
- Downloads raw data, analyses, reformats, archives and distributes GPS data via an ftp and web server.

GNSS Data:

- The GNSS software must perform the following tasks automatically and periodically at user-defined times and intervals:
 - Retrieve primary logged data files;
 - Check all downloaded data for completeness and retrieve missing data automatically from the internal receiver memory;
 - Convert to RINEX or to Hatanaka compact RINEX;
 - Perform splitting, appending and decimating data as required by Administrator;
 - Archive files, clean-up files after user-defined period of time for user defined file types based on two mechanisms; remaining free disk space and file age;
 - Distribute files to FTP or WEB servers for easy access by the GNSS user community; and
 - Generates event logs, alarms and warnings on receiver status, network status and data quality status.

Individual Station Velocity Support:

- The software must allow monitoring the current velocities of point or station movement additionally to their displacements. The velocity computation is subject to two criteria which must be met before velocity values become available:
 - Criterion 1: The time span between the first reading and the last reading in a set of readings for which velocity is being computed must be 24 hours or greater. This is necessary in order to reduce the effects of observational noise on the computation of the velocities; and
 - Criterion 2: The number of observations contained within the computational time window must be not less than a user-specified number of epochs.

Coordinate Monitoring:

- The GNSS Software must be able to monitor the stations' coordinates in real time and post processing with the possibility to configure alarms and reports. This system must have the following minimum set of features:

(1) Relative Position Monitoring

The software must provide different processing engines for relative position monitoring such as:

- An engine to provide information about a rapid movement in a very short time frame;

- An engine for kinematic and static post processing of collected data from a reference station; and
- An engine that allows stored raw observations files as input data in formats such as RINEX, DAT, T02, or equivalent and at the rate of 15 seconds.

(2) Absolute Position Monitoring

The software must provide the possibility to position a reference station based on Precise Point Positioning technology in:

- Real time; and
- Post processing (static and kinematic).

(3) Analysis of Position Monitoring Results

The software shall provide a tool, which allows various filter method, such as various pre-defined Kalman filters, median filter, to analyze the results of the position monitoring engines. The results shall be presented in a graphical way and shall allow a system administrator to view time series on the integrity checks. This tool shall also allow a system administrator to derive for the stations based on the results of the position monitoring the following:

- Adjusted coordinates; and
- Velocities.

(4) Rover Performance Monitoring

The software must be capable to analyze the performance of rovers in a network:

- Quality of rover positioning based on network corrections; and
- Time To Fix (TTF) of a rover after reset.

(5) Eliminate Negative Effects

Eliminate negative effects from erroneous coordinates (for example, incorrect coordinates or antenna height, or shifts resulting from earth movements) by dynamically re-computed and updated to best fit reference stations' position, and continuously computed and up- dated the coordinates when necessary

(6) Network Processing

The GNSS Software shall compute in real-time a global adjustment of the network for best estimation of all GNSS errors:

- The software shall apply Ocean Tide Loading and Earth Tide Loading;
- The software must be able to perform the independent calculation of reference station absolute and global positions using Precise Point Positioning method and comparison with given reference station coordinates. Any inconsistency should remove the station from network solution automatically and notify the operator, according to alarm configuration;

- The software must also be able to detect reference station relative position and detect the movement within the network, using GNSS differential method;
 - Use of GNSS predicted ephemeris from the University of Bern and IGS as well as broadcast ephemeris;
 - Possibility to split the network in clusters so that to have either a central or a distributed installation for provisional backup or redundancy;
 - Supports the Network RTK solution to be valid even outside the polygon of Reference Stations up to 120km;
 - The software must use individual reference station velocities in the network processing;
 - The software package must use DCB files in Ionosphere modelling;
 - The software must have the ability to receive and analyze rover position data and compare it with given position;
 - Estimation and interpolation of tropospheric delays in cases when the rover height is very different when compared to the height of the surrounding reference stations;
 - Select individual reference frames for each reference station;
 - Satellite signals with high signal-to-noise-ratio should be filtered individually for respective signals. The thresholds and respective filtering should be applied to the real-time data processing only and not affect the storage data;
 - GNSS Software must allow to define thresholds in order to exclude receivers in the processing if certain stations should constantly show large delays.
- The software must support stations with a maximum spacing of 120km as well as 70km spacing.
 - The software must support the ability of an administrator to observe the quality of the network correction data by using different tools such as:
 - An overview about satellites not solved in the network processor;
 - The information about the ionosphere activity presented in the I95 index;
 - An information about ionospheric or geometric remaining errors in the generated correction data stream, which could decrease the position results of a rover; and
 - A tool to run independent permanent rover and to monitor its position calculated from correction data streamed out of the network.
 - The software must be capable of operating and processing Network-RTK corrections for at least 250 reference stations on one single standard-industrial server within one single instance/process of the software and within one module.
 - The software must include a license to operate and process data from 250 reference stations.

- The software must be capable to handle at least 100 real-time users at the same time (with the appropriate license) on one single standard-industrial server within one single instance/process of the software and within one module.
- The software must create full-constellation Network-RTK corrections for a minimum of 100 users and be scalable to higher amounts.
- The software must include a license to handle a minimum of 100 real-time users at the same time and be scalable to higher amounts.
- The software must be capable to send GLONASS, GALILEO and BEIDOU (I,II,III) corrections in case multi-constellation-capable receivers are not deployed on all reference stations.

Real-Time Correction:

- The GNSS Software shall generate different types of corrections to allow different kind of services:
 - Network-RTK corrections of the following satellite systems, frequencies and signals: GPS (L1, L2, L2C, L5), GLONASS (G1, G2), QZSS, GALILEO (E1 and E5 AltBoc (pilot and data)) and BEIDOU (B1, B2, B3) (all together);
 - RTCM MSM input and output;
 - DGPS corrections in RTCM v2.x, 3.x, CMR+, CMRx, or equivalent format;
 - Single RTK corrections from specific stations; and
 - Single RTK corrections from nearest station (requires user's position via NMEA string).
- All Real-time corrections shall be given in the International Recognized Standard called RTCM. RTCM messages in version 2.x and 3.x only are allowed. Any deviation to this standard is not recommended.
- The following three Network-RTK standard method (RTCM standard) should be supported:
 - Concept of Virtual Reference Stations (VRS);
 - MAC (Master Auxiliary Concept); and
 - Area-Parameter Correction - FKP (Flächenkorrekturparameter);
- All measurements from all stations of the network have to be reduced on the same level of ambiguity.
- Use of minimum cut-off angle of 10 degrees or less.

Distribution Channels for Real-Time Data:

- The GNSS Software shall provide access to the following communication channels:
 - Provisional dial-up via individual landline modems;
 - Provisional dial-Up via cellular/GSM modems and a multiplexer;
 - Provisional Radio modems (Satel, Pacific Crest) in case of one-way corrections like single base RTK; and
 - Internet, local or wide area networks (TCP/IP) or with Mobile Cellular GPRS or Wireless technology using RTCM standard NTRIP 1.0 and NTRIP 2.0.

Transformation Parameters in Correction Data Streams:

- The software must allow setting up transformation parameters and residual information based on RTCM 104 (messages 1021 and 1023). It shall be possible to either apply those transformation parameters directly in the software or to connect to an external transformation tool.

Scalable Network Approach:

- The software must allow a scalable approach for a network based on different applications with different accuracy requirements for the rover. It shall allow running a dispersed, 120km spaced, network with horizontal position accuracy less than 12 cm and a dense, 70km spaced, network with RTK accuracy less than 3 cm.
- The update from a single station base/CORS array to a network shall be through adding additional modules to the software without the need of a new installation.

Web Interface:

- The GNSS Software, web server part, shall provide:
 - Online Data Services;
 - Data can be requested as necessary for specific needs by simply selecting the required time interval, data rate, file format and station(s);
 - Easy station selection either by individual station or graphically from a map;
 - Virtual data files can be generated by entering the required time interval, data rate, file format and position; and
 - On-line post processing service by using the network reference stations.

User Management Services:

- The GNSS Software shall provide the following User Management Services:
 - Once the registration is accepted by the administrator, clients can access the web server services according to their specific authorization;
 - Registration of Real-time users and Authentication using;
 - Username/password in case of ftp/web access of File Products;
 - Field phone number;
 - NTRIP (Networked Transport of RTCM via Internet Protocol) username and password in case of NTRIP based services;
 - Central Management of a User Database with registration of new Real-Time users with different levels of Authentication and Authorization;
 - Possibility for one user to access the Real-time Services by using one or several channels within the same registration;
 - Authorization based on an individual list of real-time products for each registered user;

- Mobile Browser Support; micro browser on mobile devices can be used to display network status messages in the field;
- Possibility to define a time-expiry date for any license;
- Possibility to define a maximum number of licenses per user-account;
- All download transactions are logged so data can easily be used for final billing to clients;
- Charges for data downloads can be configured by the administrator;
- User Management control is independent from network processing operation;
- Subscriptions and Contracts are predefined and customizable; renewals of subscriptions are managed and monitored automatically;
- Clients can preview what their likely data costs will be;
- Real-time views of active network logins in the field; and
- Clients can pay online.

Automatic Station Quality Control and Network Quality Control:

- Possibility to graphically view the station health status on the web server.
- Possibility to represent ionospheric and tropospheric residuals.

Accounting Services:

- General Log file monthly based with the following information:
 - Name of user;
 - Date & Time of connection;
 - Type of Real-time Service required; and
 - Length (duration) of connection.
- Possibility to generate an invoice based on these information and user's registration information.
- Possibility to de-activate/re-activate individual users account temporarily.

Atmospheric Applications:

- Zenith Total Delay (ZTD):
 - The software must allow the usage of synchronized GNSS data to calculate the Zenith Total Delay (ZTD) due to tropospheric influences. ZTD values can be calculated in post- processing or real-time modes. The software must allow to derive the ZTD values in both modes.
- Total Electron Content (TEC):
 - The software must allow the usage of synchronized GNSS data to calculate the Total Electron Content.

- Integrated Precipitable Water Vapor (IPWV):
 - The software must allow for the calculation for selected stations the Integrated Precipitable Water Vapor (IPWV) values from Zenith Total Delay (ZTD).
- The required tropospheric data such as air temperature, pressure, and relative humidity may be measured at ground level, if meteorological sensors are available at the GNSS stations. Otherwise, it can be derived from radiosonde data.
- The following models must be supported:
 - Meteorological surface measurements at the GNSS station at observation time (weather station data);
 - Radiosonde data from troposphere measurements, downloaded at specified times; and
 - No current data - a table-based model is applied.
- The software must allow for the operator to specify the priority which meteorological data is used.

Output Formats:

- The output formats for the various scientific values shall be presented either in simple text files or in binary format, such as BUFR format for IPWV defined by WMO.

Software Acceptance Test:

- The software manufacturer must provide evidence of fulfilling of all the technical requirements specified in this RFP, by either providing customer confirmation letter (i.e. independent network operator that runs a standard release version of the software manufacturer's Network-RTK Software) or remote live demonstration to a system, proposer-owned by the software manufacturer that runs on standard release version software.
- A benchmark test should be performed with at least six reference stations.
- The benchmark test should be conducted with rover performance test with repeated rover initializations on known survey points within the covered area as well as slightly outside the covered area.
- This test may be performed using an already installed system.
- The rover test evaluation should take into account position accuracy and rover initialization time.
- Rover tests should be conducted with different distances to the closest reference station.
- Rover tests should be conducted with various network layouts that simulate that one reference stations drop out and is not available.
- The network in use must demonstrate operation with a variety of reference stations and rover hardware so as to be manufacturer agnostic.
- The software and hardware manufacturer must provide evidence that all the technical features must be already available on an official firmware (for the receivers) and software release.

Hardware:

- The offeror shall provide a per item cost for the purchase of a minimum of 70 GNSS reference receivers and approximately 28 NOAA, NGS modeled antennas and sundries.
- The GNSS hardware must meet the following specifications:
 - Currently in use as CORS receivers in Realtime Networks;

- IP68 housing or higher;
- Capable of 600 channels or more; and
- Onboard Precise Point Positioning mode.
- Satellite Tracking:
 - GPS: L1, L2 and L5;
 - GLONASS: L1, L2 and L3;
 - Galileo: E1, E5 and E6; and
 - BeiDou: B1, B2, and B3.
- Included communications:
 - 9 Pin;
 - Lemo;
 - USB;
 - Bluetooth;
 - Ethernet; and
 - Wi-Fi.
- Data Logging:
 - Onboard of 24GB;
 - Rate of 100 Hz;
 - Minimum of 12 data logging sessions; and
 - Definable file protection on events.
- Security:
 - HTTPS/SSL;
 - Programmatic interface authentication;
 - NTRIP; and
 - IP filtering.
- User Interface must a minimum of four line 32 character front panel.
- Accessible via web interface, built-in FTP Server, or configured to be pushed to remoted FTP sites or email accounts.

Technical Support through 2025:

- Technical Support Package must include local knowledge of Alaska GNSS and must include:
 - Telephone, Email, and SMS Support;
 - Software upgrades (including major version updates and new feature additions);
 - Remote diagnostic support; and
 - Factory diagnostic support.

System Training:

- The Training Package must include train-the-trainer training for 2 to 6 people and must include:
 - Local knowledge of Alaska GNSS;
 - Software operation training;
 - Hardware operation training; and
 - Network system training.

SEC. 3.04 CONTRACT TYPE

This contract is a fixed price 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

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. 3.07 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.

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

SEC. 3.08 CONTRACT PRICE ADJUSTMENTS

NOT APPLICABLE FOR THIS RFP.

SEC. 3.09 MANDATORY REPORTING

NOT APPLICABLE FOR THIS RFP.

SEC. 3.10 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is throughout the State of Alaska.

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

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to complete the scope of services and deliverables outlined in this RFP.

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.

SEC. 3.11 THIRD-PARTY SERVICE PROVIDERS

NOT APPLICABLE FOR THIS RFP.

SEC. 3.12 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.13 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.14 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. 3.15 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

SEC. 3.16 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 or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.17 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 or procurement officer 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 work received) and may seek associated damages.

SEC. 3.18 LIQUIDATED DAMAGES

NOT APPLICABLE FOR THIS RFP.

SEC. 3.19 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 procurement officer 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. 3.20 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 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. 3.21 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. 3.22 INSURANCE REQUIREMENTS

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 procurement 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.

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 claim.

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.

SEC. 3.23 TERMINATION FOR DEFAULT

If the project director or procurement 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 in Section 8 Attachments.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

SEC. 4.02 INTRODUCTION

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

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

SEC. 4.03 SOFTWARE AND HARDWARE SOLUTIONS

Offerors must provide comprehensive narrative statements that demonstrate how the proposed software and hardware solutions will meet the needs of the State as defined in Section 3.03 Deliverables.

SEC. 4.04 TECHNICAL SUPPORT AND TRAINING

Offerors must provide comprehensive narrative statements that demonstrate what types of training will be provided for the State to become proficient in the use of the software and hardware, and what, if any, other types of training will be available in the future.

SEC. 4.05 EXPERIENCE AND QUALIFICATIONS

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

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,
- resume,
- location(s) where work will be performed,
- itemize the total cost and the number of estimated hours for each individual named above.

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

SEC. 4.06 COST PROPOSAL

Offerors must complete and submit this Submittal Form. Proposed costs must all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various

hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

SEC. 4.07 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section 5 Evaluation Criteria and Contractor Selection.

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

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 SOFTWARE AND HARDWARE SOLUTIONS (20%)

Proposals will be evaluated against the questions set out below:

1. How well does the offeror explain how the proposed software and hardware solutions will fulfill the needs of the department as described in this RFP, including the software acceptance test?
2. How well has the offeror demonstrated the ability of the software to work with various manufacturers hardware?
3. How well has the offeror demonstrated a scalable network approach that will achieve the desired outcomes of the department?
4. How well does the proposal address the different types of modeling incorporated into the software solution?
5. How well does the proposal address software security?

SEC. 5.02 TECHNICAL SUPPORT AND TRAINING (15%)

Proposals will be evaluated against the questions set out below:

1. How well has the offeror explained the initial training process and will that process fulfill the needs of the department?
2. How well does the offeror address the types of training that will be provided in case of manufacturer updates?
3. Has the offeror demonstrated other training opportunities on software operation either through the manufacturer or manufacturers authorized dealer, and are those opportunities relevant?
4. How well has the offeror demonstrated local technical support capabilities as required in this RFP?
5. How well has the offeror demonstrated local capabilities to manage support and repair of the software and hardware solutions?

SEC. 5.03 EXPERIENCE AND QUALIFICATIONS (15%)

Proposals will be evaluated against the questions set out below:

1. How well do the individuals assigned to the project have experience on similar projects and do their resumes demonstrate desirable background?
2. How well has the firm demonstrated experience in completing similar projects on time and within budget?
3. How successful is the general history of the firm regarding timely and successful completion of similar projects?
4. How well has the offeror demonstrated system use in tectonically active region?
5. How well has the offeror provided appropriate references required per this RFP?

SEC. 5.04 CONTRACT COST (40%)

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11 Application of Preferences.

Converting Cost to Points

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

SEC. 5.05 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.

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 Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- 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 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 be reevaluated after receipt of best and final proposal submissions.

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section 5 Evaluation Criteria and Contractor Selection.

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

SEC. 6.07 CONTRACT NEGOTIATION

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, the procurement officer will coordinate a date/time with the offeror to conduct negotiations.

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 and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

SEC. 6.10 PROTEST

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

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

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

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

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

- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, 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 proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

- 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 proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

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

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

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

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$

Offeror #3 receives 33.7 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.7$

(b) ALASKA OFFEROR PREFERENCE

STEP 1

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

100 Total Points Available in RFP x 10% Alaska Offeror preference = 10 Points for the preference

STEP 2

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

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offeror Preference	10 points
Offeror #3	80 points	Alaska Offeror Preference	10 points

STEP 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	90 points	(80 points + 10 points)

STEP 4

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

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached in Section 8 Attachments for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

1. Identify the provision the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

SEC. 7.02 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror 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 RFP.

If the offeror 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 offeror as a qualified offeror under AS 36.30.

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 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. 7.05 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: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 7.06 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

SEC. 7.07 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. 7.08 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.,* article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information.

If OPMM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 7.09 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. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 7.10 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. 7.11 SEVERABILITY

If any provision of the contract 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. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 7.06 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. 7.13 SOLICITATION ADVERTISING

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

SEC. 7.14 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.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Cost Proposal Form.
- 2) Standard Contract Form for Goods and Non-Professional Services – Appendix A.

ATTACHMENT 1 COST PROPOSAL FORM GLOBAL NAVIGATION SATELLITE SYSTEMS REAL-TIME NETWORK

Offerors are to submit their cost using this Cost Proposal Form. Costs offered are to remain firm for the duration of the contract and are to include all costs associated with providing required services, including, but not limited to, direct and indirect costs, payroll, supplies, equipment, overhead, travel, and profit. **The Total Cost of Sections 1 and 2 is the cost that will be used for evaluation and award purposes for this RFP.**

The State will only pay for actual goods and/or services provided. The amount of goods and/or services needed may vary based upon the actual needs of the State. The State does not guarantee a minimum or maximum amount of goods and/or services under any contract resulting from this RFP.

Section 1. COSTS OFFERED FOR GLOBAL NAVIGATION SATELLITE SYSTEMS REAL-TIME NETWORK:

Item No.	Description	Price Per Unit
1.	GNSS Real-Time Networks Software – including all software, modules, access nodes, or applications to operate the system as described in Section 3 Scope of Work & Contract Information of this RFP.	\$
2.	GNSS Reference Receivers – including all accessories, computers, and components required to operate the system as described in Section 3 Scope of Work & Contract Information of this RFP. The State anticipates the need for a minimum of 70 GNSS Reference Receivers. This number may increase/decrease based on mission needs.	\$
3.	NOAA NGS Modeled Antennas and Sundries – including all accessories, and components required to operate the system as described in Section 3 Scope of Work & Contract Information of this RFP. The State anticipates the need for a minimum of 28 NOAA NGS Modeled Antennas and Sundries. This number may increase/decrease based on mission needs.	\$
4.	Train the Trainer Training for DNR Staff - The State anticipates the need for training for approximately six DNR staff. This number may increase/decrease based on mission needs.	\$
5.	Yearly Software Maintenance Fees – including all maintenance fees for all software provided.	\$
	Total Cost of Section 1 (Items 1 – 5 above)	\$

IMPORTANT: Offerors must include with their Cost Proposal Form, a separate cost sheet in line-item format, detailing the cost of the hardware/software components to support the Price Per Unit costs identified by the Offeror in Section 1, items 1-3 and Section 2.

Offerors shall use Section 2 below to identify any other components, hardware and/or software not listed in Section 1 above, required to operate the system as described in Section 3 Scope of Work & Contract Information of this RFP.

**Section 2. ADDITIONAL COSTS OFFERED FOR GLOBAL NAVIGATION SATELLITE
SYSTEMS REAL-TIME NETWORK:**

Item No.	Description	Price Per Unit
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
10.		
Total Cost of Section 2 (Items 1 – 10 above)		\$

<u>Total Cost of Sections 1 and 2 Above</u>	\$
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Section 3. PREFERENCE CERTIFICATION:

ITEM	QUESTION	YES	NO
1.	Does your company qualify for the Alaska Bidder's Preference?		
2.	Does your company qualify for the Alaska Veteran's Preference? If yes, provide a copy of your DD 214 with your service/social security number, date of birth, and other Privacy Act protected information redacted or "inked" out.		
3.	Does your company qualify for the Alaskans with Disabilities preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		
4.	Does your company qualify for the Employment Program Preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		

Section 4. OFFEROR CERTIFICATION:

Company Name:
Authorized Representative's Printed Name:
Authorized Representative's Signature:
Date Cost Proposal Signed:

END OF COST PROPOSAL FORM

STANDARD CONTRACT FORM

Goods and Non-Professional Services

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code See Appendix D	4. Agency Appropriation Code See Appendix D
5. Vendor Number	6. IRIS Document ID #	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4

<p>10.</p> <p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Contract:</p> <p>2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:</p>	
11. Department of	Attention: Division of
Mailing Address	Attention:

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm	Department/Division
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer
Date	Date

APPENDIX A

GENERAL CONDITIONS

1. Inspections and Reports:

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

2. Suitable Materials, Etc.:

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

3. Disputes:

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

4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure 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.

5. 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 Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or 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 Procurement Officer.

7. 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.

8. 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.

9. 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.

10. 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 sees 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) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

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

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. 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.

15. Contract Extension:

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

16. Severability:

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

17. Continuing Obligation of Contractor:

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

18. 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.