

STATE OF ALASKA REQUEST FOR PROPOSALS



LIGHT DETECTION AND RANGING (LIDAR) DATA AND AERIAL IMAGERY COLLECTION SERVICES

RFP 2022 1000 5134

ISSUED APRIL 11, 2022

THE PURPOSE OF THIS RFP IS TO AWARD MULTIPLE CONTRACTS TO A QUALIFIED OFFERORS TO PROVIDE AS NEEDED AIRBORNE LIGHT DETECTION AND RANGING (LIDAR) DATA AND AERIAL IMAGERY COLLECTION SERVICES THROUGHOUT ALASKA

ISSUED BY:

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF GEOLOGICAL & GEOPHYSICAL SURVEYS

PRIMARY CONTACT:

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PROCUREMENT OFFICER
SHAWN.OLSEN@ALASKA.GOV

(907) 269-8687

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Natural Resources (DNR), Division of Geological & Geophysical Surveys, is soliciting proposals for a qualified contractor to provide airborne Light Detection and Ranging (LIDAR) data and aerial imagery data collection services in Alaska. Up to six contracts may be awarded from this RFP at the State's sole discretion. Offeror's will be evaluated to the extent their proposal answers the evaluation criteria established in Section 5. Evaluation Criteria. The offeror with the best overall score will be awarded the Task Order associated with Scope of work described in Section 3 for Copper River Collection described in Sec. 3.D.1.

SEC. 1.02 BUDGET

DNR anticipates a multi-year program to improve LIDAR data coverage in Alaska. DNR anticipates new funding every year. Over the duration of five years (with possible 2-year extension), total funding is not to exceed \$15,000,000.

The services are as needed, and the budget amount is an estimate only and does not represent a work commitment. As funds become available for each project, the Term Contractors selected from this RFP will be evaluated on contract cost and will be approved for each project specific Task Order. The State does not guarantee a minimum or maximum number of services to be provided or dollar amount to be spent under any contract resulting from this RFP.

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** Alaska Time on **May 2, 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 Contractor must have successfully completed a minimum of three LIDAR QL1 acquisitions in Alaska meeting USGS Quality-Level 1 (QL1) QL1 LIDAR Base Specification. Each LIDAR project must have a total area greater than 200 square miles. The Contractor must provide history of such projects meeting USGS QL1 standards and identify what version of standards were used in response to this RFP.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to 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 10 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.

Deadline to receive questions is April 22, 2022, by 2:00 PM Alaska Time.

Procurement Officer: [Shawn M. Olsen](mailto:Shawn.M.Olsen) – Phone: (907) 269-8687 – TDD: (907) 269-8411 – Email: shawn.olsen@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to shawn.olsen@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.

If submitting proposals using U.S. mail, or delivery service, 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
Procurement Section
Attention: Shawn M. Olsen
Request for Proposal (RFP) Number: 2022 1000 5134
RFP Title: Light Detection and Ranging (LIDAR) Data and Aerial Imagery Collection Services
550 West 7th Avenue, Suite 1330
Anchorage, Alaska 99501

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

SEC. 1.08 ENROLLMENT IN IRIS

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

SEC. 1.09 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. 1.10 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 10 days prior to the deadline for receipt of proposals.

SEC. 1.11 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. 1.12 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. 1.13 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 – **April 11, 2022,**
- Deadline for Receipt of Question – **2:00 PM Alaska Time, April 22, 2022,**
- Deadline for Receipt of Proposals – **2:00 PM Alaska Time, May 2, 2022,**
- **ANTICIPATED** Proposal Evaluation Committee completes evaluation week of **May 16, 2022,**
- **ANTICIPATED** State of Alaska issues Notice of Intent to Award week of **May 16, 2022,**
- **ANTICIPATED** State of Alaska issues contracts week of **May 23, 2022,**
- **ANTICIPATED** Contract start **June 1, 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. 1.14 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 manager.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The primary goal of this project is to provide Quality-Level 1 (QL1) high accuracy airborne Light Detection and Ranging (LIDAR) data and aerial imagery to the State of Alaska. The data will be used to support high-resolution mapping of wetlands throughout the Exxon Valdez Oil Spill (EVOS) region. LIDAR data acquired from this contract will be distributed to USFWS for mapping of wetlands. Funding for this project comes from an EVOS Trustee Council funded project to map wetlands and hydrography across the entire EVOS region.

The project specifies a summer/fall 2022, snow-free, low-flow (i.e., freshwater discharge), low-tidal collection window, to enhance National Wetland Inventory (NWI) mapping efforts for the area. The NWI provides the location, characteristics and extent of wetlands, intertidal, and nearshore marine habitats and are used for habitat management, species assessments and to make informed decisions about development activities. Applications for these elevation data include the production of topographic indices and the identification of micro-depressions across the delta.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Natural Resources, Division of Geological & Geophysical Surveys, is soliciting proposals for as needed airborne Light Detection and Ranging (LIDAR) data collection services throughout Alaska.

SECTION A: TYPE AND LOCATION OF WORK

The successful offerors will be Term Contractors. The work will be as needed and will be at various locations within the State of Alaska. Offeror's will be evaluated to the extent their proposal answers the evaluation criteria established in Section 5. Evaluation Criteria.

SECTION B: SCOPE OF WORK, AND REPRESENTATIVE AREA

This Request for Proposal (RFP) is for planning, acquisition, processing, and derivative products of airborne Light Detection and Ranging (LIDAR) data and aerial imagery over approximately 1088 square miles in southcentral Alaska. LIDAR specifications are based on **Quality-Level 1 (QL1) detailed in the "USGS LIDAR Base Specification 2021 rev. A"**. These specifications are required and may be viewed at <https://www.usgs.gov/ngp-standards-and-specifications/LIDAR-base-specification-table-contents>. For any item which is not specifically addressed in this RFP, the referenced "2021 rev. A" specifications will be the required specification authority.

This RFP is for a high-resolution QL1 data set of LIDAR covering ~1088 square miles the Copper River Delta, south-central Alaska (see D.1; Figure 1).

SECTION C: COORDINATION

The selected contractors shall work closely with the Alaska Geospatial Office and federal partners (USFWS and USGS) to ensure project planning, acquisition and final deliverables are in alignment with project goals.

A kick-off meeting shall be held to outline communication procedures and project planning. This meeting shall also be used as a forum to clarify and resolve collection condition issues. Local contact(s) shall be established, (if requested), to provide ground condition updates. The kick-off meeting shall be held no later than **two weeks** after contract award.

SECTION D: LIDAR ACQUISITION SPECIFICATIONS

Contractors shall be responsible for acquisition of LIDAR data of sufficient density and QL1 standards to meet the requirements specified in "USGS LIDAR Base Specification 2021 rev. A". For any item which is not specifically addressed in this RFP, the referenced "2021 rev. A" specifications will be the required specification authority.

D.1 COLLECTION AREA

D.1.1 The collection area shall be defined as the Project Area, buffered by no less than 100-meters. Project area footprint is included in the ArcGIS geodatabase feature class accompanying this RFP.

Project Geodatabase: Lidar_CopperRiver.gdb.zip

Project Area Feature Class: CopperRiver_Delta_AOI (contained within Geodatabase)

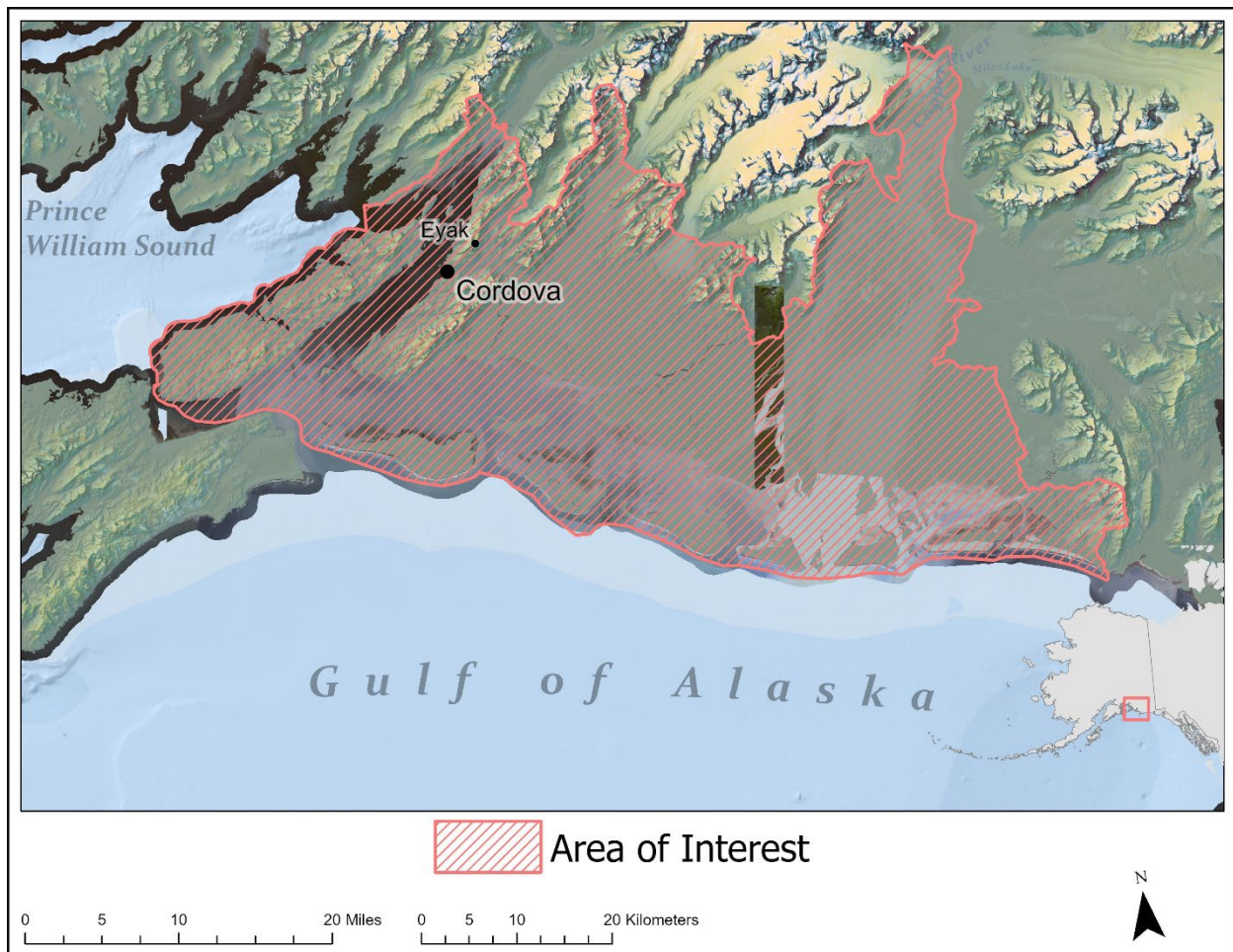


Figure 1. Copper River Delta LIDAR Project Area

D.2 DATA ACQUISITION COORDINATION

D.2.1 Collection Period:

The window for collection will need to be timed based on the requirements below.

D.2.2 Atmospheric:

Cloud and fog-free between aircraft and ground.

D.2.3 Ground:

Snow and ice-free; although very light un-drifted snow may be acceptable in special cases, with prior approval.

D.2.4 Tidal Coordination:

Collection for tidal influenced areas shall target Mean High Water (MHW) level along immediate coastline.

D.2.5 Freshwater/Hydrography Coordination:

Collection shall target low-flow discharge conditions, likely in coordination with the declining limb of the hydrograph. No unusual flooding or water inundation should be present.

(<https://www.weather.gov/source/aprfc/gageAnalysis.html?site=mdba2>).

D.2.6 Vegetation:

Leaf-off vegetation is preferred, but not essential for this collection.

D.3 Potential acquisition issues and collection requirements

Based on requirements for snow-free and low-flow freshwater discharge, we have estimated the collection window to be either: (1) early- to mid-June or (2) late August/early September.

Collection window limitations: (1) spring leaf-off period may have persistent snow-load; (2) mid-summer has highest river discharge due to glacial influence

(<https://www.weather.gov/source/aprfc/gageAnalysis.html?site=mdba2>); and (3) fall leaf-off may be hindered by adverse weather and closing seasonal window.

The short timeframe of collection requirements combined with periodically unfavorable seasonal weather patterns may make the collection of optical remote sensing data challenging. Equipment and personnel mobilization and LIDAR collection parameters must be carefully planned and should be prepared for expedited mobilization when conditions are favorable. **Contractors shall work closely with State of Alaska and USFWS to prioritize collection implementation.**

The State of Alaska assumes no operational control over the aircraft used or associated personnel. The awarded Contractors are responsible for correct application of all applicable FAA, OSHA, et al, safety requirements.

D.4 LIDAR Data Specifications

Standards and practices for the collection and all deliverables shall meet or exceed requirements for Quality Level 1 LIDAR, outlined in USGS LIDAR Base Specification 2021 rev. A,

<https://www.usgs.gov/ngp-standards-and-specifications/Lidar-base-specification-table-contents>.

Aggregate Nominal Pulse Spacing (m)	Aggregate Nominal Pulse Density (pls/m ²)	Smooth surface repeatability, RMSD _z (m)	Swath overlap difference, RMSD _z , (m)	RMSE _z (nonvegetated) (m)	Minimum cell size (m)
≤0.35	≥8.0	≤0.06	≤0.08	0.10	0.5

Table 1. Select example criteria for QL1 LIDAR under USGS Lidar Base Specification 2021, rev. A

D.4.1 Hydro-flattening:

Hydro-flattening will follow *criteria for QL1 Lidar under USGS Lidar Base Specification 2021, rev. A.*

D4.1.1 Inland Ponds and Lakes

(a) ~2-acre or greater surface area (~350' diameter for a round pond).

- (b) Flat and level water bodies (single elevation for every bank vertex defining a given water body).
- (c) The entire water surface edge must be at or just below the immediately surrounding terrain.
- (d) Long impoundments such as reservoirs, inlets, and fjords, whose water surface elevations drop when moving downstream, should be treated as rivers.

D.4.1.2 Inland Streams and Rivers

- (a) 30-m nominal width: This should not unnecessarily break a stream or river into multiple segments. At times it may squeeze slightly below 30-m for short segments. Data producers should use their best professional judgment.
- (b) Flat and level bank-to-bank (perpendicular to the apparent flow centerline); gradient to follow the immediately surrounding terrain.
- (c) The entire water surface edge must be at or just below the immediately surrounding terrain.
- (d) Streams should break at road crossings (culvert locations). These road fills should not be removed from DEM. However, streams and rivers should not break at bridges. Bridges (as defined in the USGS Lidar Base Specification 2021 rev. A) shall be removed from the DEM. When the identification of a feature as a bridge or culvert cannot be made reliably, the feature should be regarded as a culvert.
- (e) The first two paragraphs of the Digital Elevation Model Hydro-Flattening section of USGS Lidar Base Specification 2021 rev. A apply to non-hydrographic terrain generation below bridges. The bare earth surface below the bridge shall be a continuous logical interpolation of the apparent terrain lateral to the bridge deck. Where abutments are clearly visible, the bare earth interpolation shall begin at the junction of the bridge deck and approach structure. Where this junction is not clear the contractor shall use their best judgment to delineate the separation of below-bridge terrain from elevated bridge surface.
- (f) No geometric changes shall be made to the originally computed lidar points. Bare-earth lidar points that are near the breaklines shall be classified as Ignored Ground (class value equal to 10) and excluded from the DEM generation process. This process prevents unnatural surface artifacts from being created between mass points and breakline vertices. The proximity threshold for reclassification as Ignored Ground is at the discretion of the data producer, but in general shall not exceed the Nominal Pulse Spacing (NPS).
- (g) Streams, rivers, and water bodies meeting the criteria for hydro-flattening in the USGS Lidar Base Specification 2021 rev. A shall be monotonically continuous where bridge decks have been removed.

- (h) All breaklines used to enforce a logical terrain surface below a bridge shall be considered a required deliverable.

D.4.1.3 Non-Tidal Boundary Waters

- (a) Represented only as an edge or edges within the project area; collection does not include the opposing shore.
- (b) The entire water surface edge must be at or below the immediately surrounding terrain.
- (c) The elevation along the edge or edges should behave consistently throughout the project. May be a single elevation (i.e., lake) or gradient (i.e., river), as appropriate.

D.4.1.4 Tidal Waters

- (a) Water bodies such as oceans, seas, gulfs, bays, inlets, salt marshes, very large lakes, etc. Includes any significant water body that is affected by tidal variations.
- (b) Tidal variations over the course of a collection, and between different collections, will result in discontinuities along shorelines. This is considered normal, and these “anomalies” should be retained. The final DEM should represent as much ground as the collected data permits.
- (c) Variations in water surface elevation resulting in tidal variations during a collection should NOT be removed or adjusted, as this requires either the removal of ground points or the introduction of unmeasured ground into the DEM. The USGS NGP priority is on the ground surface and accepts the unavoidable irregularities in water surface.

D.4.2 Aggregate Nominal Pulse Spacing:

Aggregate Nominal Pulse Spacing (ANPS) shall be no greater than 0.35 meters (QL1); assessment to be made against single swath, first return data located within the geometrically usable center portion (typically ~95%) of each swath.

D.4.3 Signal Returns:

The laser system shall be configured to collect multiple echoes per pulse, with a minimum of a first return and a last return and at least one additional intermediate return. All returns captured during acquisition shall be delivered. Return number shall be recorded.

D.4.4 GPS Times:

shall be recorded as Adjusted GPS Time, at a precision sufficient to allow unique timestamps for each return. Adjusted GPS Time is defined to be Standard (or satellite) GPS time minus 1×10^9 . See the LAS Specification for more detail.

D.4.5 Signal Strength:

The signal strength (intensity) of each return pulse shall be recorded.

D.4.6 Data Voids:

A data void is considered to be any area greater than or equal to $(4 \cdot \text{ANPS})^2$, which is measured using first returns only. Data voids within a single swath are not acceptable, except in the following circumstances:

- (a) where caused by water bodies
- (b) where caused by areas of low near infrared reflectivity, such as asphalt or composition roofing
- (c) where caused by lidar shadowing from buildings or other features
- (d) where appropriately filled in by another swath

D.4.7 Swath Length:

Refer to *USGS Lidar Base Specification 2021, rev. A*. Long swaths (those which result in a LAS file larger than 2GB) shall be split into segments, only if the vendor has a preference to do so for processing efficiency. In such case, each segment shall thenceforth be regarded as a unique swath. Other swath segmentation criteria may be acceptable, with prior approval.

Full Swath data shall be delivered. Edge data from each swath shall not be trimmed from the delivered data.

D.4.8 Overlap:

Flight line overlap is at the Contractor's discretion but is cautioned to be vigorous to ensure there are no data gaps between the usable portions of the swaths and to ensure the nominal pulse density (NPD) can be achieved. Collections in high relief terrain are expected to require greater overlap. Any data with gaps between the geometrically usable portions of the swaths will be rejected.

D.4.9 Spatial Distribution and Regularity:

The spatial distribution of geometrically usable points will be uniform and regular.

D.5 CONTROL

Contractors shall provide control services necessary to control the flight. All survey control methodologies and specifications will follow *QL1 Lidar under USGS Lidar Base Specification 2021, rev. A*. Specific responsibilities of the Contractor with respect to survey control are outlined below. Precision and accuracy metrics shall be provided for all ground control and check points.

D.5.1 Ground Survey:

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

D.5.1.1 Ground Control Points (GCPs):

Differentially corrected GPS Ground Control used to supplement the Airborne GPS positional accuracy shall be delivered in ESRI geodatabase format and will be used by the State of Alaska for validation. GCPs must be collected at least 1 meter from major slope breaks.

D.5.2 Lidar Quality Check points:

Contractors shall collect additional Ground Control Check Points in the project area, which shall be delivered preferably in ESRI geodatabase format and will be used by the State of Alaska for validation. Standard requirements should be based on USGS Lidar Base Specification 2021 rev. A and American Society for Photogrammetry and Remote Sensing (ASPRS) guidelines should be used. Contractors must understand that the remote nature of the project area may limit the ability to collect these points in the number and distribution typically required. It is understood that the distribution and number of checkpoints collected may be less than the ASPRS and Lidar Base Specification requirements dictate.

- (a) Positional Accuracy Standards for Digital Geospatial Data (American Society for Photogrammetry and Remote Sensing, 2014) http://www.asprs.org/a/society/committees/standards/ASPRS_Positional_Accuracy_Standards_Edition1_Version100_November2014.pdf should be consulted to determine the minimum number of checkpoints required. The quantity of checkpoints is linked to the size of the project area.
- (b) Checkpoints shall be collected and be distributed as possible based off logical access points. Total checkpoints will be estimated based on size of project area.
- (c) Within each assessment type, check points will be distributed among all constituent land cover types in approximate proportion to the areas of those land cover types as the satellite locations allow for within the project area.
- (d) Checkpoints for Non-Vegetated Vertical Accuracy (NVA) assessments shall be located only in clear, open terrain, where there is a high probability that the sensor will have detected the ground surface without influence from surrounding vegetation (single return only, away from objects of low reflectivity). Ground that has been plowed or disturbed is not acceptable.
- (e) The same check points may be used for NVA assessment of the point cloud and DEM.
- (f) Vegetated Vertical Accuracy (VVA) points should have survey areas sized with a minimum homogeneous area of $(ANPS \times 5)^2$, with less than one-third of the required $RMSE_z$ deviation from a low-slope (less than 10 degrees) plane.
- (g) NVA and VVA are typically comprised of the following land cover categories (but not limited to):
 - i. NVA: Bare Earth/Open Terrain, Mud, etc.
 - ii. VVA: Low Brush, Low and High Grass, and Trees/Forested, etc.

- (h) The checkpoint accuracy shall be 3 times the targeted accuracy of the lidar data.
- (i) Check points shall not be incorporated into the contractor's vertical solution.

SECTION E: DATA PROCESSING AND HANDLING:

The contractor shall be responsible for post processing of lidar data of sufficient density and quality to meet the requirements specified in the referenced *"USGS Lidar Base Specification 2021, rev. A"*. All processing should be carried out with the understanding that all point deliverables are required to be in fully compliant LAS format, v1.4 (PRF 6-10). Data producers are encouraged to review the LAS specification in detail. Specifications of the LAS datasets will be verified.

E.1 Accuracy Reporting**E.1.1 Vertical Accuracy Requirements:**

Lidar collected under this task order shall meet or exceed these vertical accuracies. Assessment procedures shall comply with [ASPRS 2014](#).

$RMSE_z \leq 10$ cm (non-vegetated Swath, DEM)

$NVA \leq 19.6$ cm 95% Confidence Level (Swath, DEM)

$VVA \leq 30$ cm 95th Percentile (DEM)

E.1.2 Positional Accuracy Validation:

The absolute and relative accuracy of the data, both horizontal and vertical, relative to known control, shall be verified prior to classification and subsequent product development. A detailed report of this validation is a required deliverable.

E.1.3 Relative Accuracy Requirements:

Relative accuracy shall be ≤ 6 cm within individual swaths (smooth surface repeatability) and ≤ 8 cm RMSD within swath overlap (between adjacent swaths) with a maximum difference of ± 16 cm.

E.2 Quality Control Check:

State of Alaska will review all delivered data for completeness and QL1 requirements within 60 days of receipt. Substandard deliverables will be sent back to the collector for remediation. Contractors shall return corrected deliverables within 30 days of notification.

SECTION F: PROJECT DELIVERABLES:

Contractors shall work with the Alaska Geospatial Office to ensure data and metadata meet format requirements for submission to State of Alaska, USGS, and EVOS data management plan. **All processed deliverables shall be sent via external hard drive to State of Alaska Fairbanks office by March 31, 2023.**

F.1 Lidar Data Deliverables

All LAS files shall be delivered in two formats: (1) LAS and (2) zLAS format.

F.1.1 Raw Point Cloud Data:

Two copies of the Raw/Swath Point Cloud shall be delivered, one with the ellipsoidal heights and one with the orthometric heights, see section F.2.4 for specific spatial reference information, otherwise the following conditions apply to both deliverables as appropriate.

- (a) Fully compliant LAS v1.4, Point Data Record Format 6, 7, 8, 9, or 10
- (b) Proper use of the LAS withheld and overlap bits is required. Use of the overlap bit is required for marking overlap points.
- (c) LAS v1.4 deliverables with waveform data are to use external “auxiliary” files with the extension “.wdp” for the storage of waveform packet data. See the LAS v1.4 Specification for additional information.
- (d) Georeference information included in all LAS file headers (OGC WKT).
- (e) GPS times are to be recorded as Adjusted GPS Time, at a precision sufficient to allow unique timestamps for each return. In compliance with LAS specification requirements, the encoding tag in the LAS header must be properly set.
- (f) Intensity values, 16 Bit, Linear Rescaling.
- (g) Full swaths, all collected points to be delivered.
- (h) Swaths may be segmented, as described in the NGP Lidar Base Specification, at the contractor’s discretion if needed. Otherwise, 1file per swath, 1 swath per file.
- (j) A report of the assessed relative vertical accuracy of the point cloud (smooth surface repeatability and overlap consistency) shall be provided and dated. Raw swath point cloud data shall meet the required accuracy levels before point cloud classification and derivative product generation.
- (k) A report of the assessed absolute vertical accuracy (NVA only) of the unclassified lidar point data in accordance with the guidelines set forth in the “Positional Accuracy Standards for Digital Geospatial Data” (American Society for photogrammetry and Remote Sensing, 2014) shall be provided and dated. Raw swath point cloud data shall meet the required accuracy levels before point cloud classification and derivative product generation.

F.1.2 Classified Point Cloud:

Two copies of the Classified Point Cloud shall be delivered, one with the ellipsoidal heights and one with the orthometric heights, see section C.1.e for specific spatial reference information, otherwise the following conditions apply to both deliverables as appropriate.

- (a) Fully compliant LAS v1.4, Point Record Format 6, 7, 8, 9, or 10 including “File Source ID.”

- (b) Proper use of the LAS withheld and overlap bits is required. Use of the overlap bit is required for marking overlap points.
- (c) LAS v1.4 deliverables with waveform data are to use external “auxiliary” files with the extension “.wdp” for the storage of waveform packet data. See the LAS v1.4 Specification for additional information.
- (d) Georeference information included in LAS header (OGC WKT).
- (e) GPS times are to be recorded as Adjusted GPS Time, at a precision sufficient to allow unique timestamps for each return. In compliance with LAS specification requirements, the encoding tag in the LAS header must be properly set.
- (f) Intensity values, 16 Bit, Linear Rescaling.
- (g) 4-band imagery values, 8-bit, attributed from synchronized imagery collection
- (h) Tiled delivery, without overlap
- (i) Classification Scheme (minimum):
 - i. Class 1 – Processed, but unclassified
 - ii. Class 2 – Bare-earth ground
 - iii. Class 7 – Low Noise (low, manually identified, if necessary)
 - iv. Class 9 – Water
 - v. Class 10 — Ignored Ground (Breakline Proximity)
 - vi. Class 17 — Bridge Decks
 - vii. Class 18 – High Noise (high, manually identified, if necessary)

Note: Classes 7 and 18 are included as a convenience for the data producer. It is not required that all “noise” be assigned to those Classes.

F.1.3 Bare Earth Surface (Raster DEM)

- (a) Cell Size no greater than 0.5 meters, and no less than the design Nominal Pulse Spacing (NPS), 0.5 meters preferred.
- (b) Delivery in an industry-standard, GIS-compatible, 32-bit floating point GeoTIFF raster format.
- (c) Georeference information shall be included in raster files.
- (d) Tiled delivery, without overlap or gaps.

- (e) DEM tiles will show no edge artifacts or mismatch.
- (f) All DEM values shall be derived from the orthometric point cloud data.
- (g) Void areas coded using a NODATA value of ‘-999999’.
- (h) A report on the assessed absolute vertical accuracy (NVA and VVA) of the bare-earth surface in accordance with the guidelines set forth in the “Positional Accuracy Standards for Digital Geospatial Data” (American Society for Photogrammetry and Remote Sensing, 2014). Absolute vertical accuracy requirements using the ASPRS methodology for the bare-earth DEM are listed in table 4, USGS Lidar Base Specification 2021, rev A.
- (i) Depressions (sinks), natural or man-made, are not to be filled (as in hydro-conditioning or hydro-enforcement).
- (j) Water Bodies (ponds and lakes), wide streams and rivers (“double-line”), and other non-tidal water bodies are to be hydro-flattened (see section D.4.1) within the DEM. Hydro-flattening shall be applied to all water impoundments, natural or man-made, that are larger than ~2 acre in area (equivalent to a round pond ~100m in diameter), to all streams that are nominally wider than 30m, and to all non-tidal boundary waters bordering the project area regardless of size. The methodology used for hydro-flattening is at the discretion of the data producer.
- (k) Tiles are to be delivered for areas of open water within the project boundary even if data was not collected for those areas. In such case tiles will be hydro-flattened appropriately.
- (l) Bridges shall be removed from the DEM surface as described in the case of Inland Streams and Rivers and for other non-water features, i.e., overpasses. In no case shall the removal of a bridge leave a saddling artifact in the DEM, use of breaklines may be used to mitigate such instances. If breaklines are used, they are to be considered a required deliverable.
- (m) Road or other travel ways over culverts intact in the surface.

F.1.4 Breaklines

- (a) Breaklines for all hydro-flattened areas will be delivered, regardless of technique used for hydro-flattening the DEM.
- (b) All breaklines used in the creation of the DEMs shall be delivered, hydrographic or otherwise.
- (c) Building footprints shall be delivered.

- (d) Breaklines delivered in shapefile or file geodatabase formats, as PolylineZ and PolygonZ feature classes, as appropriate to the type of feature represented and the methodology used by the data producer.
- (e) Breaklines are to be developed to the limit of the project boundary area.
- (f) Breaklines in the same coordinate reference system and units (horizontal and vertical) as the lidar point delivery.
- (g) Breakline delivery may be in a single layer or in tiles, at the discretion of the data producer. In the case of tiled deliveries, all features shall edge-match exactly across tile boundaries in both the horizontal (x, y) and vertical (z) spatial dimensions. Delivered data shall be sufficient for the USGS to effectively re-create the delivered DEMs using the lidar points and breaklines without substantial editing.

F.1.5 Digital Surface Model

- (a) Top-of-Canopy (First Return) raster Digital Surface Model (DSM) and normalized DSM (nDSM): 32-bit floating point GeoTIFF (LZW Compression) and AutoCAD in .las format.

F.1.6 Control:

See section D.5.

F.1.7 Metadata:

The following requirements for Metadata shall be met:

- (a) Collection Report detailing mission planning and flight logs.
- (b) Survey Report detailing the collection of control and check points used for calibration and Quality Assurance/Quality Control (QA/QC).
- (c) Processing Report detailing calibration, classification, and product generation procedures including methodology used.
- (d) QA/QC Reports (detailing the analysis, accuracy assessment and validation of:
 - i. The point data (absolute, within swath, and between swath)
 - ii. The bare-earth surface (absolute)
 - iii. Other optional deliverables as appropriate
- (e) Calibration points and any validation points: All control and check points used to calibrate, control, process, and validate the lidar point data or any derivative products are to be delivered.

- (f) Geo-referenced, digital spatial representation (geodatabase) of the precise extents of each delivered dataset. This should reflect the extents of the actual lidar source or derived product data, exclusive of Triangular Irregular Network (TIN) artifacts or raster NODATA areas. A union of tile boundaries or minimum bounding rectangle is not acceptable. ESRI geodatabase is preferred.
- (g) Product metadata shall follow FGDC (FGDC-STD-001-1998) or ISO (19115-2:2009) compliance. One file for each:
 - i. Project
 - ii. Tiled deliverable product group (classified point data, bare-earth DEMs, etc.)
Product group metadata should contain contents unique and specific to that product group, a renamed copy of the project level metadata is not sufficient. Metadata files for individual tiles are not required.

Note that the USGS Lidar Base Specification 2021 rev. A, has a modified XML metadata template to reflect other updates in the specification, careful review is advised.

F.1.8 Project Report:

Contractors shall deliver a production report which details:

- (a) A record of field work procedures, including a graphic showing flightline vectors by lift, delivery block tiles, and the defined project area.
- (b) Data derivation and adjustments.
- (c) Quality control procedures and results.
- (d) Any problems encountered, and solutions used in resolving such problems.
- (e) Statistical report summarizing the results of the airborne GPS adjustment and the overall accuracy of the adjusted IMU data.
- (f) Production report shall be Microsoft Word, Adobe PDF format or another compatible digital format.

F.1.9 Acquisition Reports:

Contractors shall provide regular progress updates to the project manager point of contact throughout the data acquisition process.

- (a) Update frequency shall be based upon the collection period, but no less than once a week.
- (b) Reports shall be delivered preferably as ESRI geodatabase which represent the geographic extent of the acquired data.

- (c) Updates shall commence at acquisition onset and shall continue until acquisition is complete.

F.1.10 Project Pilot:

Contractors shall deliver a Project Pilot Delivery consisting of the NVA reporting of the UNCLASSIFIED point cloud data, a minimum of five square miles of classified LAS data and Bare Earth DEM tiles.

F.1.11 Intensity Image:

An Intensity Image shall be produced for each tile. Image shall be 16-bit, 256 color gray scale, GeoTIFF format, with world files. Images shall match the tiling scheme of the Classified LAS files and DEM.

F.1.12 All hydro flattened materials shall be delivered (chiefly, if other techniques than breaklines were used) and shall be delivered in mutually agreeable format, preferably ESRI geodatabase format.

F.1.13 Swath Extents:

A georeferenced, polygonal, representation of the detailed extents of each lidar swath collected, as a GIS layer. (either ESRI Shapefile or geodatabase)

F.2 TILING SCHEME AND DATA FORMAT**F.2.1 Tile Coverage:**

Tiles which lie completely within the project area shall be complete to the tile edges. Tiles which lie partially outside the project boundary shall be complete to the project boundary with enough overlap beyond the project boundary to ensure that no parts of the project are omitted.

F.2.2 Tile Size

- (a) Tiles shall be 1 km x 1km.
- (b) Tiled deliverables shall conform to the tiling scheme, without added overlap.
- (c) Tiling scheme will be used for all tiled deliverables.
- (d) Tiled deliverables shall edge-match seamlessly in both the horizontal and vertical.

F.2.3 Tile Naming

- (a) Tiles shall be named according to the US National Grid Naming Conventions.
- (b) **A copy of the tile grid shall be provided to the State of Alaska for approval prior to product generation.**

F.2.4 Spatial Reference System

- (a) Horizontal Datum: NAD83 (2011 Epoch 2010.00).

- (b) Vertical Datum: NAVD88 using Geoid for purposes of performing conversions from ellipsoidal heights to orthometric heights. Data to be delivered in orthometric heights.
- (c) Coordinate System and Projection: UTM, Zone 6, horizontal and vertical units in meters.

****NOTE**** In all cases, the SRS that is used shall be recognized and published by the European Petroleum Survey Group (EPSG) and correctly recognized by industry standard Geographic Information System (GIS) software applications. The EPSG code will be cited in the Technical Proposal.

F.3 NOTIFICATION:

The State of Alaska Project Manager shall be notified within 24 hours of the start of acquisition of data. Notification can be made by e-mail and is for information purposes only, not permission to proceed.

F.4 PERMITS:

Contractors shall be responsible for obtaining all permits which may be required in the performance of this task order, which shall include, but not be limited to any permits for acquisition of data in controlled or restricted airspace, and access to control points on the ground.

F.5 USE AND DISTRIBUTION RIGHTS:

The State of Alaska will own delivered data, auxiliary data, and all derivatives. All deliverable data and documentation shall be free from restrictions regarding the use and distribution. Data and documentation provided shall be freely distributable by government agencies and may be provided through publicly accessible databases.

SECTION G: AERIAL IMAGERY

G.1 Requirements:

Contractors must provide controlled 4-band aerial imagery of the project area at a resolution of 15cm or better.

G.2 Deliverables

G.2.1 The Contractor shall deliver digital orthophoto raster files and orthomosaic with 15cm pixel resolution or greater in .tiff format.

- (a) Horizontal Datum: NAD83 (2011 Epoch 2010.00).
- (b) Coordinate System and Projection: UTM, Zone 6, horizontal units in meters.
- (c) 1 km x 1km tiled GeoTIFFs, using same naming scheme as the lidar deliverables, LZW compression
- (d) Accuracy: Horizontal RMSE of 30 cm or better

(e) Band order:

1. red
2. green
3. blue
4. near infrared

G.2.2 Shall deliver a compressed project mosaic, Enhanced Compression Wavelet (ECW) format.

SECTION H: URGENT REQUEST

There may be situations where the State requires immediate services. The project manager will issue an Urgent Task Order Solicitation with a 12 hour response to the Urgent Task Order Solicitation. Due to the nature of any Urgent Task Order Solicitation, LIDAR or imagery collection services must begin within 12 hours of award of a Delivery Order to the Urgent Task Order. The project manager may award on cost, and/or timeliness to have aircraft on scene collecting data.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, for approximately five years. There will be one, two-year renewal option for this contract, which may be exercised at the sole discretion of the State.

Other projects under this RFP and resulting contract may be awarded at any time with project-specific work schedules.

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 CONTRACT TYPE

The resulting contract will be a Master Agreement (MA) and will be a Term Contract. The dollar amount shown on the MA will be the maximum dollar amount to be spent for all services provided under the agreement. The State does not guarantee a minimum or maximum number of services to be provided, or dollar amount to be spent under any contract resulting from this RFP. Future projects will be awarded through Task Order Solicitations using the process set by section 3.04 TASK ORDER SOLICITATION AND DELIVERY ORDER PROCESS.

SEC. 3.04 TASK ORDER SOLICITATION AND DELIVERY ORDER PROCESS

Once the MAs are established this process will be used to issue Task Order Solicitation against the MA. When the State requires services under an MA the DNR Procurement Officer or Project Manager will issue a Task Order Solicitation to the contractors. The solicitation will be a written document sent by email; will outline the required services to be provided; will inform the contractors how the proposal responses will be evaluated and will set a deadline for receipt of a proposal. Responses may be evaluated solely on cost, cost and technical response, or other criteria (i.e., timeliness of needed collection).

Contractors may provide a written proposal, and/or a negotiable cost estimate (depending on solicitation response requirements) within the designated timeframe for the services. Evaluation of the Task Order Solicitation will be in accordance State Procurement Code. If the response requirement requires a technical response, the proposal shall include a description of how the Contractor will perform the work, proposed personnel who will work on the project, experience and qualifications of any personnel not previously approved by the State under the applicable MA, proposed subcontractors, and a schedule for performing the work. Task Order Solicitations may require Contractors to return a Task Order Solicitation Response Form.

The State may negotiate the services or costs in the offered proposal within the parameters of the State Procurement Code. Once an agreement is reached the State will issue a written Delivery Order to the Contractor authorizing the work.

If a Contractor has a potential conflict of interest with providing required services or is otherwise unable or unavailable to do the required work within the required timeline the State reserves the right to acquire services off contract at its sole discretion under the provisions of the State Procurement Code.

The Contractor shall obtain State approval of each person or subcontractor assigned to work under a specific Delivery Order prior to beginning work. Should the Contractor provide services by a person not approved before work begins on the Delivery Order, those services may not be subsequently approved for payment. The State reserves the right to withdraw approval of any person or subcontractor by written notice to the Contractor.

The total cost for a project will not exceed the amount authorized on the Delivery Order without prior written approval from the DNR Project Manager or Procurement Officer. If at any time during the performance of the Delivery Order the Contractor has reason to believe the amount authorized on the Task Order will be exceeded the Contractor will notify the DNR Project Manager and provide a justification and an estimate of the additional cost for completion of the work. Similarly, if at any time during the performance of the Delivery Order the State has reason to believe that the work required will exceed the total cost due to a change in conditions, or if additional work will be required, the DNR Project Manager will so advise the Contractor and will require revised cost estimates from the Contractor.

The State will not be obligated to pay any amount in excess of the total cost set forth in any Delivery Order. If condition changes increase the Delivery Order amount, the Contractor will not be obligated to continue performance resulting in charges exceeding the price unless and until the DNR Procurement Officer has authorized the increase in writing and a revised Delivery Order has been issued.

Revision of Delivery Orders will be issued when an extension of time is needed to complete the project, or when the scope of work has been modified by the State, which may cause a change in the project costs. The revised Delivery Order must be signed by both the DNR Project Manager and the firm's authorized signatory prior to performing any additional work incurring additional cost or working past the original time limit. Inability of a firm to follow these procedures may be grounds for dismissal from a project or termination of their contract(s) with the State.

No work will commence by the Contractor without a prior authorization by DNR.

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 manager.

SEC. 3.06 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 federal, state, or local 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).

The location(s) the work is to be performed will be established for each project by DNR, and completed, and managed by the Contractor.

The State WILL NOT provide workspace for the Contractor. The Contractor must provide its own workspace.

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

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

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

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

SEC. 3.07 SUBCONTRACTORS

Subcontractors may be allowed for a Master Agreements issued for a group under this RFP.

Subcontractors may be used to perform work under a DO issued against a MA resulting from this RFP. If an offeror intends to use subcontractors to provide services under a DO, the offeror must identify in the proposal submitted in response to an Informal Request for Proposals (IRFP): the names of the subcontractors; the specific tasks and percentage of work the subcontractor will perform; evidence that the subcontractor holds a valid Alaska business license and applicable professional licenses; evidence that the subcontractor holds required insurance under Appendix B1; and a written statement signed by the subcontractor that the subcontractor is committed to render the required services. Subcontractor resumes and other information may also be required. Subcontractor experience may also be considered in determining whether the offeror meets the requirements set forth in the IRFP.

The Contractor must provide support and guidance to the subcontractor and must assume responsibility for ensuring subcontractor staff are qualified to complete tasks and are properly licensed and insured.

The Contractor assumes responsibility for subcontractor's compliance to the terms of the term contract and for satisfactory performance under the respective DO. If during the execution of a specific project, the Contractor finds it necessary to replace a subcontractor, or at any time subcontractors fail to perform, the State will consider subsequent assignments or replacements, and reserves the right to approve or disapprove the changes.

Payment for subcontracted work, unless that work is for professional services, may be on a fixed price or time and materials basis. There will be no markup of any kind allowed by subcontractors.

Professional services cannot be billed as a "lump sum" amount. Hourly rates and description of work accomplished along with costs incurred must be invoiced with adequate detail to document the work completed by the subcontractor. Prior to the issuance of a DO an estimate of the time and costs for professional services under a subcontract must be provided and approved by the State.

The Contractor shall pay all material and labor claims to subcontractors within 30 days of receiving payment for such claims from the State. Failure to do so will be a violation of the term contract and will be subject to termination of the term contract. This will be at the discretion of the DNR Procurement Officer.

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

SEC. 3.08 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.09 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.10 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. 3.11 CONTRACT PERSONNEL

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

SEC. 3.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The Contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project manager 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. 3.13 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

The Contractor will not commence additional work until the 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. 3.14 NONDISCLOSURE AND CONFIDENTIALITY

The 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 federal or state 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. 3.15 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. 3.16 INSURANCE REQUIREMENTS

Without limiting the 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.

Professional Liability Insurance: covering all errors, omissions, or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

SEC. 3.17 TERMINATION FOR DEFAULT

If the project manager 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 UNDERSTANDING OF THE PROJECT

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

SEC. 4.04 MANAGEMENT PLAN FOR THE PROJECT

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

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,
- resumes of key personnel,
- location(s) where work will be performed,
- itemize 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 UNDERSTANDING OF THE PROJECT (5%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the required specifications and deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?
- 5) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

SEC. 5.02 MANAGEMENT PLAN FOR THE PROJECT (20%)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) Does it appear that the offeror can meet the specifications and schedule set out in the RFP?
- 6) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

SEC. 5.03 EXPERIENCE AND QUALIFICATIONS (25%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for key personnel engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the key personnel designated to work on the project?

2) Questions regarding the firm and subcontractor (if used):

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

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.

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.

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 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. 6.02 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. 6.03 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. 6.04 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. 6.05 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. 6.06 CONTRACT NEGOTIATION

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

If the contract negotiations take place the procurement officer will provide a dial in teleconference number.

SEC. 6.07 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. 6.08 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. 6.09 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 10 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 10 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. 6.10 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:

<https://www.commerce.alaska.gov/web/portals/4/pub/APP/00ApplicationOfPreferences2017.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. 6.11 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. 6.12 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. 6.13 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. 6.14 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. 6.15 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.

$$100 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska Offeror preference} = 10 \text{ Points for the preference.}$$

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 Agreement Form for Professional Services Contracts (form SAF.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 the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable federal, state, and local 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 OPPM 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 **SEC. 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 contact 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) Standard Agreement Form (SAF) - Appendix A;
- 2) Certification of Entitlement to the Alaska Bidder Preference;
- 3) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;
- 4) Cost Proposal;
- 5) Project Geodatabase: Lidar_CopperRiver.gdb.zip (external and not found on this RFP).

ATTACHMENT 1**STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES****The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices**

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	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. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</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 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 Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of		Attention: Division of	
Mailing Address		Attention:	

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

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

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions:

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

Article 2. Inspections and Reports:

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

Article 3. Disputes:

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

Article 4. Equal Employment Opportunity:

- 4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The Contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.

- 4.3 The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the Contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The Contractor shall include the provisions of this article in every contract and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "Contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The Contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination:

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

Article 6. No Assignment or Delegation:

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

Article 7. No Additional Work or Material:

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

Article 8. Independent Contractor:

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

Article 9. Payment of Taxes:

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

Article 10. Ownership of Documents:

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

Article 11. Governing Law; Forum Selection:

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

Article 12. Conflicting Provisions:

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

Article 13. Officials Not to Benefit:

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

Article 14. Covenant Against Contingent Fees:

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

Article 15. Compliance:

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

Article 16. Force Majeure:

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

ATTACHMENT 2

CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

I am the offeror or a duly authorized agent of the offeror, and I certify that the offeror is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides for substantial benefits which could be favorable to the offeror, and which could affect the award of the Request for Proposals to the offeror's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (AS 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference:

1. As of the deadline for receipt of the proposal, the offeror possesses a valid Alaska business license in any one of the following forms:
 - a 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 notarized affidavit that the offeror has applied and paid for the Alaska business license.
2. In addition to holding a current Alaska business license prior to the deadline for receipt of proposals, the offeror:
 - (a) is submitting a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
 - (b) 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 bid;
 - (c) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the state, is a Limited Liability Company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; *AND*
 - (d) if a joint venture, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

Signature of Offeror or Offeror's Authorized Agent

Date

Printed Name

ATTACHMENT 3

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

The prospective recipient of federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name of Representative: _____.

Title of Representative: _____.

Signature: _____.

Date: _____.

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number _____ or the Cage Code _____.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving federal funds. Failure to do so will result in cancellation of the contract.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 4 COST PROPOSAL FORM

Attachment 4 Cost Proposal Form will be evaluated for the purposes of awarding Term Contracts, and for awarding a Delivery Order for the Representative Copper River Basin Area.

Offerors are to submit their cost using this Cost Proposal Form. Costs offered on this form are to remain firm for the duration of the Delivery Order for the Copper River Basin Area 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. Costs offered on this form are not exclusive to future Task Order Solicitations.

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.

The Total Price listed on Item No. 1 will be the only cost evaluated, however offerors are required to provide the total price for Item No. 2 and Item No. 3.

Section 1. Copper River basin

Item No.	Description	Total Price
1.	Total Project Cost (Section 3) for Collection Area defined in Section 3.D.1.	\$
2	Cost for Section D.5: Control for Collection Area defined in Section 3.D.1.	\$
3	Cost for Section G: Aerial Imagery for Collection Area defined in Section 3.D.1.	\$

Section 2. OFFEROR CERTIFICATION:

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

END OF COST PROPOSAL FORM