

STATE OF ALASKA REQUEST FOR PROPOSALS



RFP 2024-1000-0256 ELECTROMAGNETIC, MAGNETIC AND RADIOMETRIC GEOPHYSICAL DATA COLLECTION

ISSUED MAY 17, 2024

THE PURPOSE OF THIS RFP IS TO PROVIDE ELECTROMAGNETIC AND MAGNETIC GEOPHYSICAL DATA
COLLECTION FOR THE DIVISION OF GEOLOGICAL & GEOPHYSICAL SURVEYS.

ISSUED BY:

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF SUPPORT SERVICES

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Natural Resources (DNR), Division of Geological & Geophysical Surveys (DGGs), is soliciting proposals for as needed airborne Electromagnetic and/or Magnetic and Radiometric data collection services in Alaska. Multiple contracts may be awarded from this RFP at the State's sole discretion; a more detailed description including scope of work is to be provided in Section 3.

SEC. 1.02 BUDGET

DNR anticipates a multi-year program to improve electromagnetic, magnetic, and radiometric data coverage in Alaska. DNR anticipates new funding every year. The State will award contracts to all responsive and responsible offerors. Over the duration of four years, total funding is anticipated to be \$25,000,000.00.

The services are as needed, and the budget amount is an estimate only and does not represent a work commitment. Funds will be available for each project and will be approved for each project's specific Delivery Order (DO). 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 July 02, 2024**, as indicated by email or [ZendTo](#) timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

For offers to be considered responsive, offerors must have a minimum of three years' experience performing airborne electromagnetic and/or magnetic and radiometric geophysical data-acquisition services.

Offerors must detail in their proposal how they meet the minimum prior experience requirements above. Offerors that fail to identify in their proposals how they meet the prior experience requirements will be deemed non-responsive.

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 the offeror's proposals upon which the 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 **June 13, 2024**, by **2:00 PM** Alaska Time.

PROCUREMENT OFFICER: **SHAWN M. OLSEN**; PHONE 1 (907) 269-8687; TDD 711 (Alaska Relay); Email: shawn.olsen@alaska.gov.

SEC. 1.07 RETURN INSTRUCTIONS

Send proposals using the AK ZendTo site. Offerors must submit all data and written responses by using the AK ZendTo site <https://drop.state.ak.us/drop/> using the “Drop-off” option send the files to abraham.emond@alaska.gov.

Please allow sufficient time for your files to upload to AK ZendTo. Upload time will vary depending on your connection speed and file size. Offerors are encouraged to test the AK ZendTo site prior to the deadline.

It is the offeror’s responsibility to contact the issuing agency at **1 (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 the 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 the 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 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. 1.10 AMENDMENTS TO PROPOSALS

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

SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment 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 OPN.

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 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. 1.12 RFP SCHEDULE

The RFP schedule set out herein represents the State’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.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		May 17, 2024
Deadline for Receipt of Questions	2:00 PM	June 13, 2024
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM	July 02, 2024
ANTICIPATED Proposal Evaluations Complete		Week of November 01, 2024
ANTICIPATED Notice of Intent to Award		Week of November 01, 2024
ANTICIPATED Contract Issued		November 10, 2024

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

SEC. 1.13 PRE-PROPOSAL CONFERENCE/TELECONFERENCE

Not applicable for this RFP.

SEC. 1.14 ALTERNATE PROPOSALS

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

SEC. 1.15 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

DNR's mission is to develop, conserve and maximize the use of Alaska's natural resources consistent with the public interest. DNR manages all state-owned land, water, and natural resources, except for fish and game, on behalf of the people of Alaska. When all land conveyances from the federal government are completed, the people of the state will own land and resources on 104 million acres: Approximately 100 million acres have been conveyed so far. The state owns approximately 60 million acres of tidelands, shorelands, and submerged lands and manages 40,000 miles of coastline. The state also owns the freshwater resources of the state, a resource that equals about 40% of the entire nation's freshwater flow.

DNR, DGGs collects, analyzes, interprets, and publishes data on Alaska's geologic resources as a stimulus to private sector exploration and to facilitate effective management of Alaska's lands. Airborne geophysical surveys, especially aeromagnetic and electromagnetic surveys, provide valuable data for interpreting regional geology in areas where the bedrock is not well exposed. This improved understanding of the geology and geologic structures in turn provides the baseline information needed to assess the mineral resources.

There are currently several proposals to collect geophysical data across the state of Alaska. The first approved and funded of those projects is the federally funded multi-year Earth MRI initiative. The intent of Earth MRI is to leverage the United States Geological Survey (USGS's) existing relationships with States and the private sector to conduct state-of-the-art geologic mapping and airborne geophysical and topographic surveys. Analyses of these datasets could point to potential buried critical mineral deposits. This work will primarily be focused on Alaska's critical- mineral belts (Figure 1).

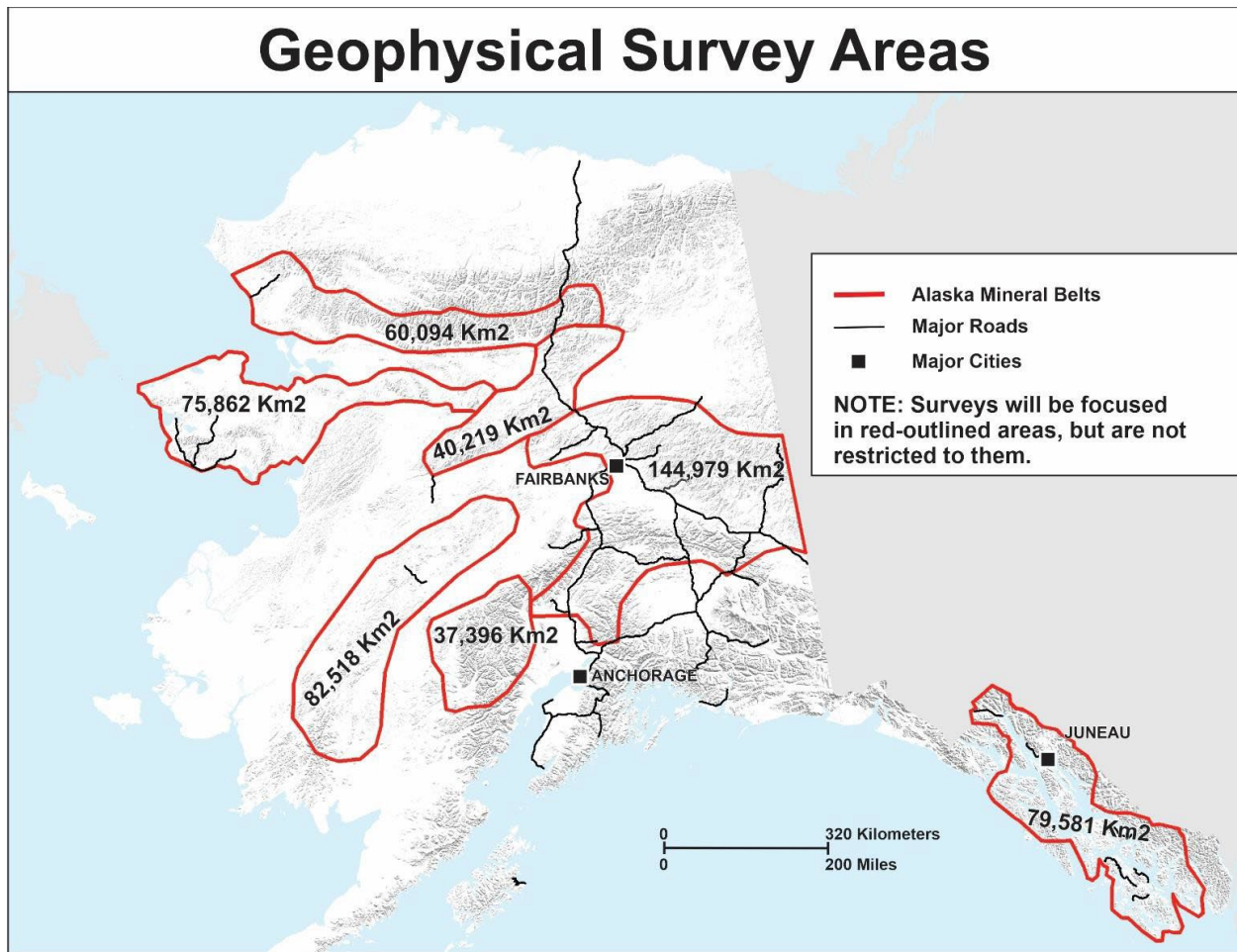


FIGURE 1. FUTURE GEOPHYSICAL SURVEY AREAS THAT DATA COLECTION MAY OCCUR IN IN THE NEXT FOUR YEARS

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The goal of this RFP is to establish multiple master agreements with technically competent organizations offering airborne electromagnetic and/or magnetic and radiometric data collection services that fulfill the system requirements of this RFP. After a master agreement is entered DNR will solicit Task Orders against these contracts. Individual task orders will provide project specifications, award monetary value or range, and award criteria. DNR intends to issue multiple task order solicitations over the term of the master agreements. DNR anticipates a four- year master agreement term. DNR anticipates awarding one or more master agreements per method.

Type of services required within this RFP are described below. Offerors may submit a proposal at their sole discretion. Proposals will be evaluated independently, and multiple Term Contractors may be selected to enter Master Agreements from this RFP.

SEC. 3.02 CONTRACT PERIOD AND OPEN ENROLLMENT PERIODS

Contract Period

The length of the contract will be from date of award through March 31, 2029. There are no renewal options for this contract, and it will automatically expire on March 31, 2029. Contract extensions may be authorized subject to the provisions listed in this section.

The contract period for contractors added to the contract under future the Open Enrollment procedures outlined in this RFP also will expire on March 31, 2029. For example, if a contractor is added during the February 1, 2025, through March 31, 2025, Open Enrollment period, that contract will expire on March 31, 2029. Review the Open Enrollment Periods paragraph below for more information.

Open Enrollment Periods

1. The Department of Natural Resources, Support Services Division, Procurement Section (DNR Procurement) may issue periodic Open Enrollment solicitations during the term. The intent of the Open Enrollment period is to:
 - a) allow existing contractors to add new systems, or remove existing systems from, their contract;
 - b) allow new contractors and their systems to be added to the contract.

Contractors listed on the contract issued from this RFP will only be allowed to add new, or remove existing, systems during an Open Enrollment period.

Solicitations issued by DNR Procurement will be posted to the State of Alaska Online Public Notice and IRIS Vendor Self Service websites and will be sent to contractors issued contracts resulting from this RFP, or who have expressed a desire to be added to the contract, or new vendors the State of Alaska has become aware of. Contractors who are on the existing contract will not be

required to submit a new bid in response to an Open Enrollment period solicitation unless they are adding or removing systems. Their existing qualified systems will remain eligible for awards under the RFP.

Depending on the needs of the State, the Open Enrollment solicitation period may be shortened to no less than 21 calendar days at the discretion of the DNR Procurement Officer.

Protest rights outlined in Section 7.10, of this RFP will apply to Open Enrollment periods.

2. The current schedule for planned Open Enrollment periods will be opened by DNR on an as-needed basis and during each contract year may be held at the State's sole discretion:
 - a) Anticipated between February 1st and March 15th in years when an Open Enrollment is planned.

The Open Enrollment schedule is subject to change depending on the requirements of the DGGs. DNR does not guarantee an Open Enrollment solicitation will be issued annually during any of the above specified periods.

Also, because a solicitation will be issued in late 2028 or early 2029 for a new contract that will begin on March 31, 2029, an Open Enrollment period will not be held between February 1, 2029, and March 31, 2029. Contractors wishing to be added to the contract between February 1, 2029, and March 31, 2029, must respond to the solicitation issued for the new contract.

SEC. 3.03 INSTRUCTIONS

Technical Proposal Required Sections

- a) Full description of each system (Note – The systems will be modeled based on provided information),
- b) Required data for each system (Note – The systems will be modeled using the provided data),
- c) Required supporting documentation for all submitted data,
- d) Experience and qualifications,
- e) One proposal to a representative project (no costs information),
- f) Offerors are requested to be concise and provide sufficient detail to answer the evaluation questions in section 5 and 6.

Offerors must provide a minimum of 2,500 line kilometers of example data for each system they wish to qualify. It is suggested offerors upload their data before turning in their written submission to ensure data is received before the deadline. Do not submit downward-looking photographic or video data. To keep file sizes reasonable partial surveys may be submitted.

For active electromagnetic systems, offerors must provide example data over a government-created calibration range (preferred) or a site with a known geologic or geoelectric structure from other geoscience data for each electromagnetic system they offer. Offerors must provide sufficient information to correlate DGGs generated resistivity models to the a priori information of the site. At a minimum, offerors must include a geologic or geoelectric cross section of the area with labeled horizontal and vertical scales.

For active airborne electromagnetic data-collection systems DGGs will perform a detailed analysis of these data as described in Section 3.04. This analysis will be part of the evaluation criteria for active electromagnetic systems. The results of the analysis will be used by DGGs to determine which active electromagnetic systems are eligible for individual task orders based on the geologic problem the survey is to address. Metrics will include, but are not limited to, near-surface resolution and depth of investigation. It is imperative that all sample data and supporting documentation be delivered as instructed to be eligible for award and qualified for future task order solicitations.

It is understood that some active source electromagnetic systems have multiple configuration that may not be captured in the calibration range or know site data. In this case, offerors may submit a single data set for this purpose, but offerors should submit multiple data set of example data that demonstrate the system's full performance range.

DGGs is aware of the following government electromagnetic calibration ranges, there may be others DGGs is not aware of:

<http://www.dmp.wa.gov.au/Airborne-Geophysics-Index-MAGIX-1557.aspx>

<http://www.sgc.com.au/em-test-ranges>

GDS1111-REV: Ontario Airborne Geophysical Surveys, Magnetic and Electromagnetic Surveys, Reid–Mahaffy Airborne Geophysical Test Site (1999–2017) (gov.on.ca)

For passive magnetotelluric systems, offerors must provide example data and resistivity/conductivity models over a government-created calibration range (preferred) or a site with a known geologic or geoelectric structure from other geoscience data. Offerors must provide sufficient information to correlate the resistivity models to the a priori information of the site. At a minimum, offerors must include a geologic or geoelectric cross section of the area with labeled horizontal and vertical scales. Models may be delivered as images with appropriate scale and labels such as drafted cross sections and depth slices or as raster or point data.

For magnetics: gradient collection, helicopter and fixed wing data-collection platforms will be considered a single system if they share the same or similar basic equipment.

For magnetic systems, offerors must have the ability to process magnetic data in accordance with:

Coyle, M., Dumont, R., Keating, P., Kiss, F., and Miles, W., 2014. Geological Survey of Canada aeromagnetic surveys: design, quality assurance, and data dissemination; Geological Survey of Canada, Open File 7660, 48 p. doi:10.4095/295088. A data set processed in this manner does not need to be delivered; offerors should demonstrate they have the technical capability to process data in this manner.

For magnetic data, offerors must provide the figure of merit database associated with the example data.

For magnetic data, offerors must include radiometric data collection, and an example radiometric data set that has been processed in accordance with: IAEA, 2003, Guidelines for radioelement mapping using gamma-ray spectrometry data: IAEA-TECDOC-1363, International Atomic Energy Agency, Vienna

Offerors must provide one example proposal for their choice of the projects described in Sec. 3.05 Representative Projects. It is understood that offerors may have systems compatible with more than one example project. For brevity, please only create one example project proposal. Do not provide cost information.

Offerors should describe other data types that can be collected at the same time as the primary method (electromagnetic data and or magnetic data).

SEC. 3.04 SYSTEM REQUIREMENTS

ELECTROMAGNETIC SYSTEM TYPES

Active source multiple frequency frequency-domain system.

-or-

Active source multiple time gate time-domain system.

-or-

Passive magnetotelluric system.

POSITIONING SYSTEM (for all system types)

Record rate of 1Hz (does not apply to passive magnetotelluric systems) Differential GPS with 1 m or better horizontal accuracy.

Radar or laser altimeter with 5% or better accuracy.

Aircraft or system orientation data as needed.

MAGNETIC SYSTEM

Record rate of 10Hz

Aircraft Magnetometer

Range 20,000 to 100,000 nT.

Sample rate ≥ 10 Hz.

Sensitivity ≤ 0.01 nT.

Heading error ≤ 2 nT.

Ground Magnetometer

Range 20,000 to 100,000 nT.

Sample rate ≥ 1 Hz.

Sensitivity ≤ 0.1 nT.

Compensation System

Real time or post processing allowed.

RADIOMETRIC SYSTEM (must be included with magnetic data, optional for electromagnetic data)

Record rate of 1 Hz.

Minimum of 256 Channel.

KeV range 0 to 3,000 KeV.

16 liter or greater crystal volume Barometer.

Barometer.

Temperature sensor.

PHOTOGRAPHIC SYSTEM (optional)

Continuous along-line coverage of still images must be collected. Each image must have geographic location, capture time, and capture date stored in the EXIF data. Minimum image resolution is 2 mega-pixels. The same time zone and time format of the capture date and time must be present in the geophysical data, or the files must be named according to the time and date fields of the geophysical data. An inexpensive action camera is more than adequate to meet these requirements.

OTHER DATA TYPES THAT CAN BE SIMULTANEOUSLY COLLECTED WITH ELECTROMAGNETIC AND OR MAGNETIC DATA

No specific requirements. Offerors are encouraged to describe these systems in their response.

Data Requirements of Submitted Data

Electromagnetic

Supporting documentation must include actual system geometry (for TEM coil geometry and for FEM coil separation and orientation per frequency), actual frequencies, time gates, and waveforms as applicable. Raw data must be free of gain corrections. Gain corrections in processed data must be documented. It is recommended that active source electromagnetic data are presented from an area with a range of resistivity values and geoelectric structure that demonstrate the advantage of using that system, either shallow targets or at depth. Data channel descriptions. Survey specifications. Data processing description.

Channels to be delivered as applicable to system type, a channel guide file is required so each channel can be clearly identified in the database or data file:

- Easting (X) of transmitter and receiver if different.
- Northing (Y) of transmitter and receiver if different.
- Longitude of transmitter and receiver if different.
- Latitude of transmitter and receiver if different.
- GPS height of transmitter and receiver if different.
- Flight date.
- Flight number.
- Fiducial number.
- Local Time (optional).
- Line number channel.
- UTC time (start of day) (seconds).
- Radar Altimeter (if utilized).
- Laser Altimeter (if utilized).
- Calculated Digital Terrain Model (meters) (optional).
- Actual digital terrain model.
- Raw channels of electromagnetic measurements.
- Power line monitor.
- Spheric monitor.
- Intermediate channels of electromagnetic measurements (as necessary).
- Final Leveled channels of electromagnetic measurements (gain corrected).
- Decay time constant from dB/dt^* (X component if applicable).
- Calculated apparent resistivity or conductivity.

MAGNETICS

Data processing documentation. Data channel descriptions. Survey specifications. Heading test. Lag Test. **Magnetic data must follow the provided DGGS naming convention.**

Channels to be delivered:

- Easting (X).
- Northing (Y).
- Longitude.
- Latitude.
- GPS height.
- Drape surface used to fly survey (if applicable).
- Flight date.
- Flight number.
- Fiducial number.
- Local Time (optional).
- Line number channel.
- UTC time (start of day) (seconds).
- Radar Altimeter or Laser Altimeter Calculated Digital Terrain Model (optional).
- Actual digital terrain model.
- Magnetic Base Station or Stations.
- Magnetic fluxgate data in direction X.
- Magnetic fluxgate data in direction Y.
- Magnetic fluxgate data in direction Z.
- International Geomagnetic Reference Field (nT).
- IGRF Inclination (degrees).
- IGRF Declination (degrees).
- Uncompensated raw magnetic data (nT).
- Compensated raw magnetic data (nT).
- Heading and Lag corrected and compensated magnetic data (nT).
- Any additional intermediate channels as needed.
- Final levelled Total Magnetic Intensity (nT).
- Residual magnetic Intensity, Final levelled, IGRF removed Total Magnetic Intensity (nT).

RADIOMETRIC

Documentation of data processing and channel names. Survey specifications. Lag test (if applicable).

Channels to be delivered:

- Easting (X).
- Northing (Y).
- Longitude.
- Latitude.
- GPS height.
- Drape surface used to fly survey.
- Flight date.
- Flight number.
- Fiducial number.
- Local Time (optional).
- Line number channel.
- UTC time (start of day) (seconds).
- Radar Altimeter or Laser Altimeter.
- Full spectra from Down-looking crystals.
- Live Time for Down-looking crystals (ms).
- Full spectra from Up-looking crystals.
- Temperature in C°.
- Barometric pressure (mB).
- Altitude corrected for Barometric pressure (Effective altitude).
- Raw Total Count channel from Down looking crystals (cps).
- Raw Potassium channel for Down looking crystals (cps).
- Raw Thorium channel from Down looking crystals (cps).
- Raw Uranium channel from Down looking crystals (cps).
- Raw Uranium channel from Up looking crystals (cps).
- Raw Cosmic channel from Down looking crystals (cps).

- Calculated total count down looking channel by using K, U, Th final (nGy/h).
- Corrected Potassium from Down looking crystals (%K).
- Corrected Thorium from Down looking crystals (eqTh ppm).
- Corrected Uranium from Down looking crystals (eqU ppm).
- U/Th Ratio (normalized).
- Th/K Ratio (normalized).
- U/K Ratio (normalized).

SEC. 3.05 REPRESENTATIVE PROJECTS

The contractor shall provide a single proposal to either the recon/mapping or mountain/mapping project using a system of their choice. If a contractor wishes to qualify for multiple systems, the contractor only submits one representative project proposal. Be sure to include sufficient detail to ensure all evaluation criteria in Sections 5 and 6 can be scored. Any magnetic proposals must include radiometric data. Electromagnetic proposals do not need to include radiometric data. When creating a magnetic and radiometric project proposal please note magnetic and radiometric data collection will not be stopped due to poor radiometric data collection conditions, and magnetic and radiometric data collection is to be conducted when the ground is mostly snow free. The offeror does not need to repeat system descriptions and processing procedures already described in their response.

Collection will not be stopped due to poor radiometric data collection conditions, and magnetic and radiometric data collection is to be conducted when the ground is mostly snow free. Please include vector or database flightpaths and data value raster (or grid) ground clearance values. DO NOT include costs in your proposal. The timing is representative only; therefore, create the work plan as if the system is available. For representative projects respond as if the systems are available choosing the most appropriate time of year, for example radiometric data must be collected during the snow free months.

RECON/MAPPING

This project is located near Tanana Alaska as shown in Figure 2. The project boundaries are given by the files called “recon*.*”.

- Allowed systems: Magnetic, Time Domain Electromagnetic, Frequency Domain Electromagnetic, or passive magneto telluric.
- Line spacing: 400 m.
- Line direction: North – South.
- Control line spacing: 2400 m.
- Target ground clearance: 100 m or as determined safe by the offeror.
- Drape method: preplanned 3D drape surface.

- Minimum aircraft performance: 5% climb and descent rate.
- Project Coordinate System: WGS 84 UTM6 N meters.
- Final data due within 60 days of demobilization.

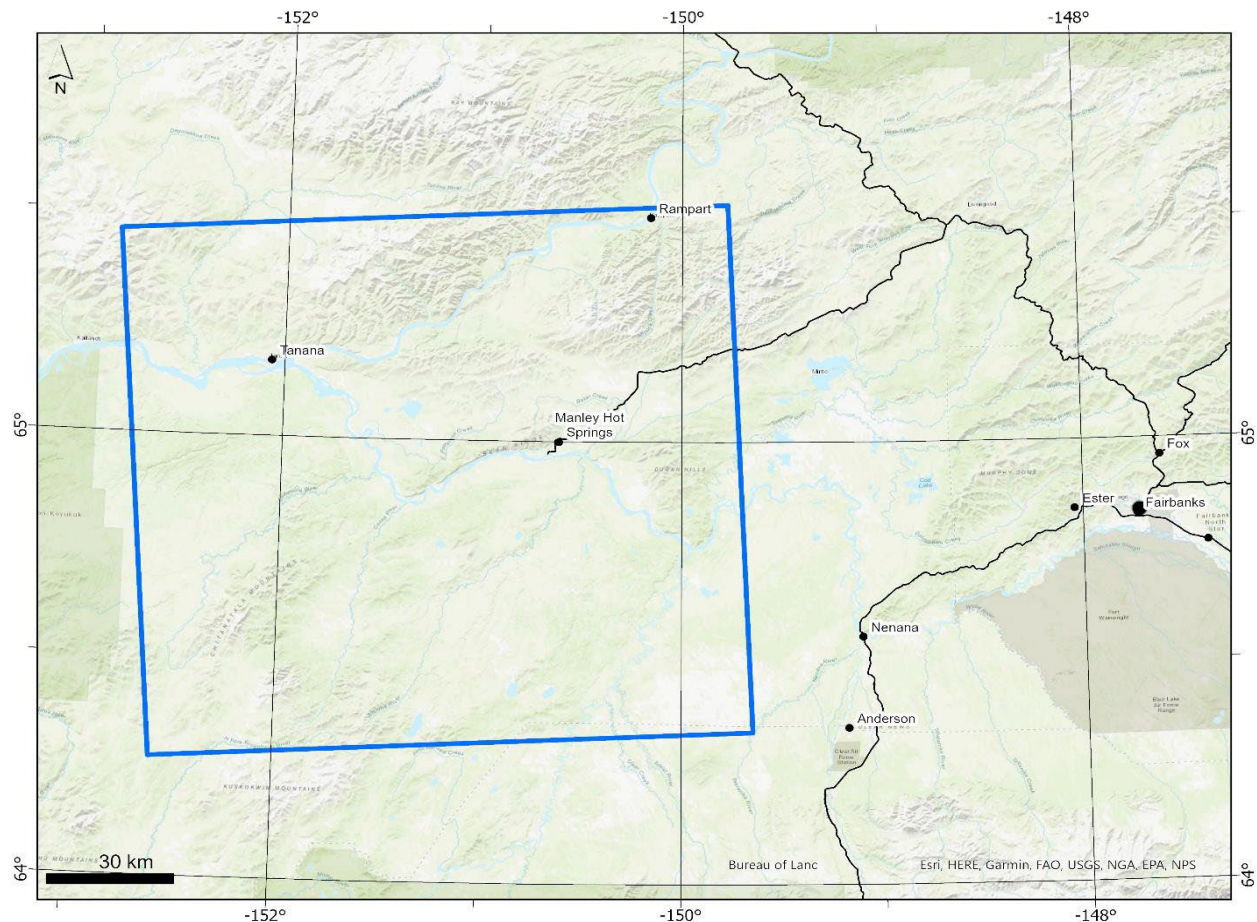


FIGURE 2. PROJECT LOCATION AND SURVEY BOUNDARY OF RECON/MAPPING EXAMPLE PROJECT

MOUNTAIN/MAPPING

This project is located near Fairbanks Alaska as shown in Figure 3. The project boundaries are given by the files called “mapping*.*”

- Allowed systems: Magnetic, Time Domain Electromagnetic, or Frequency Domain Electromagnetic
- Line spacing: 400 m.
- Line direction: North – South.
- Control line spacing: 1600 m.
- Target ground clearance: 50 m or as determined safe by the offeror.
- Drape method: preplanned 3D drape surface.
- Minimum aircraft performance: 15% climb and descent rate.

- Project Coordinate System: WGS 84 UTM 6 N meters.
- Final data due within 60 days of demobilization.

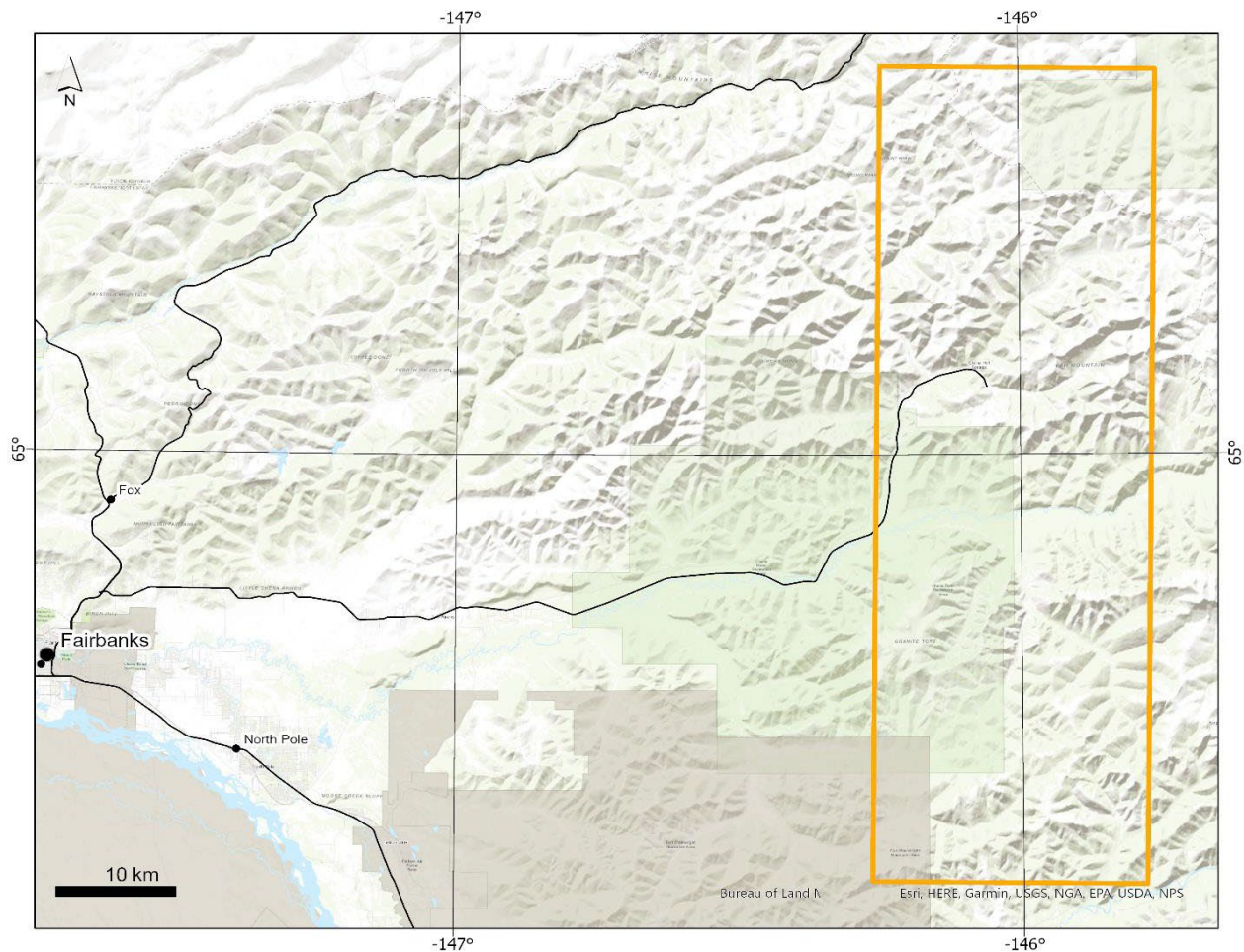


FIGURE 3. PROJECT LOCATION AND SURVEY BOUNDARY OF MOUNTAIN/MAPPING EXAMPLE PROJECT

Note: Drape method for awarded projects will be determined on a project-by-project basis factoring in terrain and primary data type. For example, electromagnetic surveys may be flown in manner for the best overall ground clearance and not a predetermined drape surface.

Operational Requirements

Contractors shall abide by all applicable US and International airspace rules including but not limited to Federal Aviation Administration rules, Canadian Airspace rules, and Military Operations. Contractors shall respect and/or coordinate with other land and airspace users including hunters, hunting guides, Alaska Native Corporation members (DGGs will assist), and wildlife managers. Contractors are responsible for obtaining all permits and permissions to conduct their operations. Some useful sites include the following:

<http://www.faa.gov/>; <http://www.elmendorf.af.mil/>; <http://www.adfg.alaska.gov/>;

<http://www.ncai.org/tribal-directory/alaska-native-corporations>;

<https://sdms.ak.blm.gov/isdms/imf.jsp?site=sdms>

Representative Deliverable Requirements for both projects**A. Preliminary Data deliverables**

Prior to the start of data acquisition all calibration results such as figure of merit, heading test, and lag test shall be delivered to the DGGs project manager. The contractor shall provide weekly updates of preliminary data and or a progress map.

A complete preliminary data database shall be provided to the DGGs project manager prior to demobilization. Demobilization will not be authorized until DGGs concludes the data are within the project specifications.

B. Final Data Deliverable:

The final data deliverable for each project area shall be delivered within 60 days after the completion of data acquisition. Data shall conform to the DGGs data-management manual provided by the DGGs project manager. Contractors are encouraged to view or download the Salcha River-Pogo survey (<http://dggs.alaska.gov/pubs/gpdata/26>) as an example demonstrating the required formatting. The final data deliverable shall include:

1. ASCII Data:

CSV formats. Calibration line(s) will be a separate file. These files shall contain all raw, intermediate, and final data including full array data such as but not limited to radiometric spectrum and EM decay curves. Radiometric data shall include the cosmic, stripping, radon, attenuation, and sensitivity corrections channels. Positions shall be in Universal Transverse Mercator (UTM) and Geographic formats. Local or Universal Time Coordinated (UTC) time, Global Positioning System (GPS) time, line, fid, flight, and date shall be included with each record. A readme file containing channel information including channel name, channel description, units, decimal precision, and field length and type. Final channels to be determined on a project-by-project basis.

2. Geosoft Databases:

Calibration line(s) shall be a separate file. These files shall contain all raw, intermediate, and final data including full array data such as but not limited to radiometric spectrum and EM decay curves. Radiometric data shall include the cosmic, stripping, radon, attenuation, and sensitivity corrections channels. Positions shall be in UTM and Geographic formats. Local or UTC time, GPS time, line, fid, flight, and date shall be included with each record. A readme file containing channel information including channel name, channel description, units, decimal precision, and field length and type. Final channels to be determined on a project-by-project basis.

3. Gridded and Raster Data:

Gridded data shall be provided in Geosoft grid and data value GeoTiff (not RGB), The recommended grid cell size is between one-quarter to one-eighth of transverse line spacing. Final grid cell size will be determined in collaboration with the DNR project manager. Final grids to be determined on a project - by-project basis.

4. Maps:

Maps shall be created for the project area. Map scales of 1:31,680, 1:63,360, 1:100,000, or 1:250,000 are recommended. Final map scale will be determined in collaboration with the DGGs project manager. Each map shall include a base layer of topography, major geographic features, and Public Land Survey System grid. Maps shall include a title, authors, survey name, legend, north arrow, scale bar, UTM and Latitude and Longitude values, description of the data, DGGs' s address, contact info and website. Maps shall be delivered in pdf format. A map shall be produced of flight path and select grids chosen by the DNR project manager. All maps shall have unique titles. Individual maps shall contain geographic referencing information embedded in the PDF file.

5. Keyhole Markup Language (KML) Files:

A KMZ file shall be delivered containing all grids with color bars, attributed flight path, and survey boundary.

6. Vector Data:

Attributed flight path and survey boundary polygon calculated according to the DGGs data management manual shall be delivered in ESRI shapefile format.

7. Photographic Data:

Images shall have geographic location and timestamps in their Exchangeable Image File Format (EXIF) data.

8. Project Report:

The project report shall at a minimum describe equipment used, system specifications, system settings, test results, calibration results, operations, personnel, survey specifications, data processing in detail, quality control, data deliverable summary, process steps, grid, and data type explanations, and any other pertinent or requested information.

SEC. 3.06 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award until March 31, 2029.

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. 3.07 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. Projects will be awarded as Delivery Orders using the process set by Sec. 3.08 Delivery Order Process.

SEC. 3.08 DELIVERY ORDER PROCESS

Once the MAs are established this process will be used to issue DOs 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. For active source electromagnetic data collection: only systems that meet the requirements of the project will be solicited. DGGs will use the results of the analysis described in Sections 5 and 6 to determine the eligible systems for each Task Order Solicitation.

Contractors may provide a written proposal, and or a negotiable cost estimate (depending on solicitation response requirements) within the designated timeframe for the services. Cost will be evaluated in accordance with all preferences found in Sections 7.11 through 7.13. 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 DO 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 DO, 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 DO without prior written approval from the DNR Project Manager or Procurement Officer. If at any time during the performance of the DO the Contractor has reason to believe the amount authorized on the DO 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 DO 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 DO. If condition changes increase the DO 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 DO has been issued.

Revision of DOs 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 DO 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 signed DO issued by a DNR Procurement Officer.

SEC. 3.09 PROPOSED PAYMENT PROCEDURES

The State will make payments based on a negotiated payment schedule for each DO issued under a Master Agreement resulting from this RFP. Each billing must consist of an invoice and required documentation. No payment will be made until the progress report and invoice have been approved by the DNR project manager. All payments will be NET 30 days.

SEC. 3.10 PROMPT PAYMENT FOR STATE PURCHASES

Not applicable for this RFP.

SEC. 3.11 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.

Payment for agreements under \$500,000.00 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.

A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

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

SEC. 3.12 CONTRACT PRICE ADJUSTMENTS

Not applicable for this RFP.

SEC. 3.13 LOCATION OF WORK

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. 3.14 THIRD-PARTY SERVICE PROVIDERS

Not applicable for this RFP.

SEC. 3.15 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 Request for Proposals (RFP): 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 RFP.

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 with 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.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 3.16 JOINT VENTURES

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

SEC. 3.17 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. 3.18 F.O.B. POINT

Not applicable for this RFP.

SEC. 3.19 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. 3.20 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.

The 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. 3.21 LIQUIDATED DAMAGES

Not applicable for this RFP.

SEC. 3.22 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. 3.23 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. 3.24 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. 3.25 INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

Commercial General Liability Insurance: Covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

Commercial Automobile Liability Insurance: Covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

SEC. 3.26 TERMINATION FOR DEFAULT

- a. 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 the remaining work.
- b. The Procurement Officer may also, by written notice, terminate this contract user Administrative Order 352 if the Contractor supports or participates in a boycott of the State of Israel.

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 INTRODUCTION

Proposals must include the complete name and address of the 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.

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 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.

Offerors submitting technical responses to electromagnetic system types must address Sec. 4.03 through Sec. 4.08 in their technical response. Please be aware offerors technical responses will be evaluated to the extent their proposals address/answer the evaluation criteria established in Sec. 5.03 through 5.08.

SEC. 4.03 ELECTROMAGNETIC PRESENTATION OF THE MATERIAL

Offerors must provide comprehensive, organized, well-formatted response with tables and figures as needed to best convey the material. A data submission with clear documentation of each system they wish to qualify for is required.

SEC. 4.04 ELECTROMAGNETIC METHODOLOGY - SYSTEM

Offerors must provide descriptions of hardware, software, positioning system, data processing, data QA/QC, system performance, and aircraft types. For active EM systems system geometry (for TEM coil geometry and for FEM coil separation and orientation per frequency), frequencies, time gates, and wave forms and any other system metrics should be described as applicable.

SEC. 4.05 ACTIVE SOURCE ELECTROMAGNETIC METHODOLOGY - DATA

Anticipated analysis of submitted data per system type, DGGs may change these parameters at their discretion. DGGs will analyze all systems independently. Vendors awarded master agreements for active source electromagnetic data collection must limit task orders solicitation responses to systems that they provided the required data submission for and DGGs has performed analysis on. DGGs reserves the right to limit systems qualified for task order submissions.

Active Source Electromagnetic Data:**All Submitted Data**

1. Check system description files, and or supporting documents for instrument geometry,

transmitter current waveform(s), recorded frequencies or gates, filters, delays, gains, etc.

2. Check that all data files contain required data fields by the RFP and all necessary preliminary information such as transmitter current, measured transmitter waveform, AEM system geometry (for FEM – coil separations), auxiliary system’s operability (GPS, Altimeters, Tilts), and measured receiver data including AEM data, receiver flight height, ground speed, path, tilts (pitch, roll, yaw), and ambient electromagnetic noise.
3. Evaluate/review the calibration data.

Test Site Data

1. If needed, create representative geologic models in lithology, resistivity, and graphical spaces for test site.
2. Make resistivity models using widely accepted codes such as Aarhus WorkBench, UBC EM1DFM, etc.
3. Evaluate resistivity models against test site geology.

Sample Survey Data – General evaluation (on a subset or all data)

1. Evaluate and report noise levels of data.
2. Evaluate flightpath and ground clearance.

Sample Survey Data – Model space evaluation (on a subset)

1. Evaluate and report noise levels of data.
2. Convert Offeror data files into format necessary for the creation of resistivity models.
3. Perform pre inversion processing as needed and evaluate data quality.
4. Preliminarily edit processed data for system and cultural noise effects.
5. Run Workbench Laterally-Constrained Inversion (LCI) or other inversion to create resistivity models. Evaluate inversion metrics.
6. Evaluate depth of investigation per model resistivity values using built in DOI function, Oldenburg and Li method, or other established method.
7. Evaluate resolution using system specifications and modelling and or with sample data models.

AND/OR

SEC. 4.06 PASSIVE SOURCE ELECTROMAGNETIC METHODOLOGY - DATA

Anticipated analysis of submitted data per system type, DGGs may change these parameters at their discretion.

1. Evaluate system response to known a priori information.
2. Evaluate flown flightpath against survey specifications.
3. Evaluate supporting documentation example survey.

SEC. 4.07 ELECTROMAGNETIC EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart for their organization that illustrates the lines of authority. Offerors must provide resumes for each employee.

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed. Offerors should include letters of support, acknowledgement, or recommendation.

SEC. 4.08 ELECTROMAGNETIC MANAGEMENT - EXAMPLE SURVEY PROPOSAL

Example Survey Proposal: 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 of one of the projects in the Representative Projects Section.

Offerors submitting technical responses to magnetic system must address Sec. 4.09 through Sec. 4.13 in their technical response. Please be aware offerors technical responses will be evaluated to the extent their proposals address/answer the evaluation criteria established in Sec. 6.03 through 6.07.

SEC. 4.09 MAGNETIC PRESENTATION OF THE MATERIAL

Offerors must provide comprehensive, organized, well-formatted response with tables and figures as needed to best convey the material. Magnetic data submission with clear documentation is required.

SEC. 4.10 MAGNETIC METHODOLOGY - SYSTEM

Offerors must provide descriptions of hardware, software, positioning system, data processing, data QA/QC, system performance, noise levels, and aircraft types. Figure of merit test procedures and ambient magnetic monitoring must be described. Offerors must include any other system metrics that should be described as applicable.

SEC. 4.11 MAGNETIC METHODOLOGY – DATA AND PROCESSING

Anticipated analysis of submitted data and processing methodology will include but is not limited to:

1. Noise analysis.
2. Leveling analysis.
3. Understanding of Geoscience Canada (GSC) Open File Report 7660 (OF-7660).
4. Documentation of radiometric processing steps.
5. Data formatting and documentation.
6. Terrian clearance.

SEC. 4.12 MAGNETIC EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart for their organization that illustrates the lines of authority. Offerors must provide resumes for each employee.

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed. Offerors should include letters of support, acknowledgement, or recommendation.

SEC. 4.13 MAGNETIC MANAGEMENT – EXAMPLE SURVEY PROPOSAL

Example Survey Proposal: 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 of one of the projects in the Representative Projects Section.

SEC. 4.14 COST PROPOSAL

Not applicable for this RFP.

SEC. 4.15 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT

Not applicable for this RFP.

SEC. 4.16 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 and Section 6. Evaluation Criteria And Contractor Selection and the required data submission will undergo the analysis and review process of Section 4.06.

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

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The State will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A Proposal Evaluation Committee (PEC), made up of at least three State employees or public officials, will evaluate the Technical portion of all responsive proposals.
- 3) Each responsive Technical Proposal will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the proposals based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The PEC will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.02.
- 1) The procurement officer will apply 10 points for offerors meeting the Alaska preference requirements as set out in Section 5.09.
- 7) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 8) The State will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 5.02 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria and percentage values set out in Section 5. Each percentage value will equal one point, with the total maximum points awarded, per PEC member, for all evaluation sections not to exceed 100 points. Using only whole numbers, PEC members will start with a median score for each evaluation section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

ELECTROMAGNETIC GEOPHYSICAL DATA COLLECTION

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

Note scoring will be based on a maximum of 100 points for each system the offeror wishes to qualify for. Only applicable sections will be scored. Offerors submitting electromagnetic proposals may qualify to provide active source electromagnetic data collection, passive source electromagnetic data collection, or both. Proposals will be evaluated against the questions set out below:

SEC. 5.03 ELECTROMAGNETIC PRESENTATION OF THE MATERIAL (5%)

1. How well does the text explain the subject matter?
2. How well is the information organized?
3. How well do the figures and or tables provided improve the overall understanding to the reader?
4. How well are the provided data sets formatted and documented?

SEC. 5.04 ELECTROMAGNETIC METHODOLOGY - SYSTEM (19%)

1. How well are the proposed electromagnetic system(s) described? Including but not limited to:
 - System geometry
 - Waveforms
 - Operating frequencies
 - Time gates
 - Dipole moments
2. How well are anticipated noise levels described?
3. How well are the proposed aircraft(s) described?
4. How well does the positioning system meet the requirements of the RFP?
5. How well is positioning data processing described?
6. How well are the data processing steps described including but not limited to heading, drift, lag, leveling, gain, and calibration?
7. How well are magnetic and electromagnetic noise and ambient conditions monitoring and recording procedures described?
8. How well does the offer explain apparent resistivity calculation with their data?
9. How clearly are QC and processing procedures defined?

SEC. 5.05 ACTIVE SOURCE ELECTROMAGNETIC METHODOLOGY – DATA (39%)

1. How well do the DGGs-produced resistivity models of test range data match the known geologic or geoelectric structure of the test area? (active electromagnetic data)
2. How well do the example survey data meet the advertised noise limits?
3. How well does the supplied data make reliable resistivity models?
4. How well does the flightpath of the example survey data match the survey specifications?
5. How effectively has the data been corrected for instrument drift?
6. How well are the data lag corrected?
7. How well does the supporting documentation describe the equipment, data processing, data QC, and operations of the example survey?

AND/OR

SEC. 5.06 PASSIVE SOURCE ELECTROMAGNETIC METHODOLOGY - DATA (39%)

1. How well does the provided information show the system's response to the know a priori information?
2. How well does the flightpath of the example survey data match the survey specifications?
3. How well does the supporting documentation describe the equipment, data processing, data QC, and operations of the example survey?

SEC. 5.07 ELECTROMAGNETIC EXPERIENCE AND QUALIFICATIONS (14%)

1. How well is the organization of the project team defined?
2. How well has the firm demonstrated experience in conducting airborne geophysical surveys of the type, the offeror wishes to qualify for?
3. How well do letters of support, acknowledgement, or recommendation establish the offerors experience and reliability?
4. How extensive is the experience and education of the personnel in conducting airborne geophysical surveys of the type, the offeror wishes to qualify for?
5. How well do the resumes demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
6. How successful is the general history of the firm regarding timely and successful completion of projects?

SEC. 5.08 ELECTROMAGNETIC MANAGEMENT - EXAMPLE SURVEY PROPOSAL (13%)

1. How well has the offeror demonstrated a thorough understanding of the challenges, pertinent issues, and potential problems, presented with data collection in Alaska including but not limited to, short data collection season (depending on method), extreme weather, limited daylight, hunting seasons, wildlife impacts, military airspace restrictions, large ambient magnetic field variations, community engagement, private landowners including Native Corporations.
2. How well has the offeror demonstrated their ability to provide real-time or near-real-time preliminary data, including the opportunity for DGGS to QC and review data and survey products?
3. To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the project?
4. How quickly can the offeror provide back-up equipment and/or perform field repairs?
5. How well does the management plan support all project requirements and logically lead to the deliverables required in the RFP?
6. Has the offeror demonstrated an understanding of the State's deliverables time schedule and can meet it?
7. How well does the offeror demonstrate they can accommodate change in work or additional work added the scope?
8. How well does the firm show a commitment to safety?
9. How completely and clearly is accountability defined?
10. How reasonable is the proposed data acquisition and data processing schedule for the example project?
11. How well does the proposed terrain clearance or drape surface meet the requirements of the example project?
12. How well does the methodology match and achieve the objectives set out in the example project?
13. How logical is the offeror's approach to fulfilling the example project?
14. How well does the offer demonstrate the ability to provide the data, report, maps, and other deliverables in the requested format?

SEC. 5.09 ALASKA OFFEROR PREFERENCE (10%)

Per 2 AAC 12.260, 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, which will be added to the offeror’s overall evaluation score.

Example:**Step 1**

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

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

Step 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all 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)

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

SEC. 5.10 CONTRACT COST

Not applicable for this RFP.

SECTION 6. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 6.01 SUMMARY OF EVALUATION PROCESS

The State will use the following steps to evaluate and prioritize proposals:

- 2) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 3) A Proposal Evaluation Committee (PEC), made up of at least three State employees or public officials, will evaluate the Technical portion of all responsive proposals.
- 4) Each responsive Technical Proposal will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 5) The PEC will independently evaluate and score the proposals based on the degree to which they meet the stated evaluation criteria.
- 6) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 7) The PEC will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 6.02.
- 8) The procurement officer will apply 10 points for offerors meeting the Alaska preference requirements as set out in Section 6.08.
- 9) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 10) The State will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 6.02 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria and percentage values set out in Section 5. Each percentage value will equal one point, with the total maximum points awarded, per PEC member, for all evaluation sections not to exceed 100 points. Using only whole numbers, PEC members will start with a median score for each evaluation section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

MAGNETIC GEOPHYSICAL DATA COLLECTION

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

Note scoring will be based on a maximum of 100 points for each system the offeror wishes to qualify for. Proposals will be evaluated against the questions set out below:

SEC. 6.03 MAGNETIC PRESENTATION OF THE MATERIAL (5%)

1. How well does the text explain the subject matter?
2. How well is the information organized?
3. How well do the figures and or tables provided improve the overall understanding to the reader?
4. How well are the provided data sets formatted and documented?

SEC. 6.04 MAGNETIC METHODOLOGY – SYSTEM (39%)

1. How well are the magnetic and radiometric data processing steps described including but not limited to compensation, heading, drift, lag, leveling, and calibration?
2. How low are the anticipated figures for merit scores or final noise levels?
3. How clearly are QC and processing procedures defined?
4. How clearly is the figure of merit test defined?
5. How well are magnetic noise and ambient conditions monitored and recorded?
6. How well are anticipated noise levels described?
7. How well are the proposed aircraft(s) described?
8. How well does the positioning system meet the requirements of the RFP?

SEC. 6.05 MAGNETIC METHODOLOGY – DATA AND PROCESSING (19%)

1. How successful was the contractor collecting data with low noise levels (excluding cultural sources)?
2. How well did the compensation processing steps remove noise in the figure of merit test?
3. How effective were the applied leveling procedures at producing a smooth magnetic grid??
4. How well does the offeror demonstrate their ability to level data according to the guidelines set by GSC OF-7660?
5. How well were the radiometric processing steps documented?
6. How well are the submitted magnetic and radiometric data documented?
7. How well did the survey adhere to the specified ground clearance (if terrain following) or preplanned drape surface for the aircraft used?

SEC. 6.06 MAGNETIC EXPERIENCE AND QUALIFICATIONS (14%)

1. How well is the organization of the project team defined?
2. How well has the firm demonstrated experience in conducting airborne geophysical surveys of the type, the offeror wishes to qualify for?
3. How well do letters of support, acknowledgement, or recommendation establish the offeror's experience and reliability?
4. How extensive is the experience and education of the personnel in conducting airborne geophysical surveys of the type, the offeror wishes to qualify for?
5. How well do the resumes demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
6. How successful is the general history of the firm regarding timely and successful completion of projects?

SEC. 6.07 MAGNETIC MANAGEMENT – EXAMPLE SURVEY PROPOSAL (13%)

1. How well has the offeror demonstrated a thorough understanding of the challenges, pertinent issues, and potential problems, presented with data collection in Alaska including but not limited to, short data collection season (depending on method), extreme weather, limited daylight, hunting seasons, wildlife impacts, military airspace restrictions, large ambient magnetic field variations, community engagement, private landowners including Native Corporations.
2. How well has the offeror demonstrated their ability to provide real-time or near-real-time preliminary data, including the opportunity for DGGs to QC and review data and survey products?
3. To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the project?
4. How quickly can the offeror provide back-up equipment and/or perform field repairs?
5. How well does the management plan support all project requirements and logically lead to the deliverables required in the RFP?
6. Has the offeror demonstrated an understanding of the State's deliverables time schedule and can meet it?
7. How well does the offeror demonstrate they can accommodate change in work or additional work added the scope?
8. How well does the firm show a commitment to safety?
9. How completely and clearly is accountability defined?

10. How reasonable is the proposed data acquisition and data processing schedule for the example project?
11. How well does the proposed terrain clearance or drape surface meet the requirements of the example project?
12. How well does the methodology match and achieve the objectives set out in the example project?
13. How logical is the offeror's approach to fulfilling the example project?
14. How well does the offer demonstrate the ability to provide the data, report, maps, and other deliverables in the requested format?

SEC. 6.08 ALASKA OFFEROR PREFERENCE (10%)

Per 2 AAC 12.260, 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, which will be added to the offeror's overall evaluation score.

Example:

Step 1

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

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

Step 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all 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)

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

SEC. 6.09 CONTRACT COST

Not applicable for this RFP.

SECTION 7. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 7.01 INFORMAL DEBRIEFING

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

SEC. 7.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 7.03 SITE INSPECTION

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

SEC. 7.04 CLARIFICATION OF OFFERS

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

SEC. 7.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 7.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three State employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section 5. Evaluation Criteria And Contractor Selection and Section 6 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. 7.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not influence 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 commence, the procurement officer will provide a dial in teleconference number and the negotiations will be held via teleconference.

SEC. 7.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 7.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for the award.

SEC. 7.10 PROTEST

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

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

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least 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. 7.11 APPLICATION OF PREFERENCES

Certain preferences apply to all State contracts, 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 following website: [Application Of Preferences](#).

- 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)
- Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a

certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the State to disallow the preference.**

SEC. 7.12 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under 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. 7.13 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000.00, 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. 7.14 STANDARD CONTRACT PROVISIONS

The Contractor will be required to sign the State's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached with the RFP for your review. The Contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the State reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), 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 that the offeror takes exception to.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

SEC. 7.15 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. 7.16 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.17 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. 7.18 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. 7.19 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 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 counteroffer 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 it is not in the best interest of the State.

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

SEC. 7.20 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. 7.21 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 rejects 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. 7.22 ASSIGNMENT

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

SEC. 7.23 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. 7.24 SEVERABILITY

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

SEC. 7.25 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.19 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. 7.26 SOLICITATION ADVERTISING

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

SEC. 7.27 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The Contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the Contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
 - b) The Contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.

- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The State reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Standard Contract Form for Goods and Non-Professional Services - Appendix A, General Conditions;
- 2) Certification of Entitlement to the Alaska Bidder Preference;
- 3) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;
- 4) 28 CFR Part 67-Certification Regarding Drug-Free Workplace Requirements;
- 5) MAG Channel List;
- 6) RAD Channel List.

ATTACHMENT 1

STANDARD CONTRACT FORM

Goods and Non-Professional Services

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code Internal Use Only	4. Agency Appropriation Code Internal Use Only
5. Vendor Number	6. IRIS Document ID #	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	Hereafter the State, and	
9. Contractor		Hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. 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 19, 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	13. CONTRACTING AGENCY		
Name of Firm	Department/Division		
Signature of Authorized Representative	Signature of Procurement Officer		
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer		
Date	Date		

NOTICE: This contract has no effect until it is signed by the contracting agency.

SCF.DOC (Rev. 04/14)

APPENDIX A

GENERAL CONDITIONS

1. Inspections and Reports:

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

2. Suitable Materials, Etc.:

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

3. Disputes:

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

4. Default:

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

5. No Assignment or Delegation:

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed, or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor:

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

8. Payment of Taxes:

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

9. Compliance:

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

10. Conflicting Provisions:

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

11. Officials Not to Benefit:

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

12. Contract Prices:

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

13. Contract Funding:

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

14. Force Majeure:

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

15. Contract Extension:

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

16. Severability:

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

17. Continuing Obligation of Contractor:

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

18. Termination

- a. The Procurement Officer, 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.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the Contractor support or participates in a boycott of the State of Israel.

19. 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.

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 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 the 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

28 CFR PART 67-CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations that the grantee certifies that it will or will continue to provide a drug-free workplace by.

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place of Performance (Street address, city, county, state, zip code)

Check _____ if there are workplaces on file that are not identified here.

Print Name and Title of Authorized Representative

Signature Date