

STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF GEOLOGICAL & GEOPHYSICAL SURVEYS  
3354 College Road  
Fairbanks, Alaska 99709-3707



REQUEST FOR PROPOSALS  
RFP 2015-1000-3107  
ASP 10-15-044  
DATE OF ISSUE: April 21, 2015

## Airborne Geophysical Survey of The Tanacross Region

Offerors Are Not Required To Return This Form.

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

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# **1 Introduction and Instructions**

## **1.1 Purpose of this Request for Proposals (RFP)**

The Department of Natural Resources is soliciting detailed proposals for fixed-wing aeromagnetic surveys for several areas in east-central Alaska. The survey blocks are in the Tanacross and Eagle 1 to 250,000 scale quadrangles. All survey blocks require magnetic data. Besides acquisition, the work includes standard leveling of the data, map and digital data preparation and documentation. Data and maps produced by the Contractor will then be published through the Division of Geological & Geophysical Surveys (DGGS) and the United States Geological Survey (USGS).

Please refer to Section 4; Appendix D of this RFP; and the ZIP file RFP2015-1000-3107\_Blocks.ZIP, for more detailed descriptions of the areas, maps, and digital vector files of the survey areas.

## **1.2 Issuing Office, Project Manager, and RFP Access**

Issuing Office Mailing & Physical Address:

Department of Natural Resources  
Division of Geological & Geophysical Surveys  
3354 College Road  
Fairbanks, AK 99709-3707  
Telephone: (907) 451-5000

Project Manager: Abraham Emond, 907-451-3098, Abraham.Emond@Alaska.gov

The Request for Proposals (RFP) will be posted on the state's "Online Public Notice" site <http://aws.state.ak.us/OnlinePublicNotices/>. A link to the RFP information on the Online Public Notice site will be provided on the DGGS Web site <http://www.dggs.alaska.gov/> under the "Headlines" section. The Adobe Acrobat PDF file, RFP2015-1000-3107\_AirborneGeophysicalSurveys.PDF, contains the text and figures can be accessed using the Adobe Acrobat PDF reader (available at no cost from a link on the DGGS Web page). The 'zip' file RFP2015-1000-3107\_Blocks.ZIP attachment contains ESRI shape files needed for this project. See more information about the zip file in Appendix D in the RFP.

A package may be obtained in person at the address below during regular work hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except state holidays. If technical problems prevent downloading, one copy of the RFP will be sent on request. The state assumes no liability for incorrect addresses or delivery of RFP packages by public or private carriers or inability to download the RFP from the internet.

### **1.3 Mailing Address and Deadline for Receipt of Proposals**

Offerors must submit four (4) hard copies and one electronic copy of their proposal, to the issuing office, in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be labeled and addressed as follows:

From: Bidder's Return Address

To: State of Alaska  
Department of Natural Resources  
Division of Geological & Geophysical Surveys  
Shelly Showalter  
3354 College Road  
Fairbanks, AK 99709-3707

Labeled: RFP 2015-1000-3107

OPENING: May 13, 2015

Proposals must be received no later than 5:00 P.M., Alaska Time on Wednesday, May 13, 2015. Supporting documentation is encouraged. This documentation may include but is not limited to example data, example maps, and example reports. An Offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

### **1.4 Questions About the RFP**

Any technical or procedural questions regarding the RFP or contractual documents should be directed to the Procurement Officer listed below. All questions that require clarification or interpretation of this RFP that cannot be answered by careful review of the document must be received in writing by the Project Manager, Abraham Emond, no later than ten (10) calendar days before the due date for proposals. The Project Manager will respond in writing if the question cannot be answered by directing the Offeror to the appropriate section of the RFP. Copies of any written response to questions will be made available to all parties that receive the RFP.

Any correspondence concerning protest of the content of the solicitation (See Section [2.29](#)) should be addressed to:

Marlys Hagen, Procurement Officer  
Department of Natural Resources  
Administrative Support  
550 W. 7th Ave. Ste. 1230  
Anchorage, AK 99501-3564  
Phone: (907) 269-8666  
Fax: (907) 269-8909



## **1.5 Location of Work**

The location of data acquisition will be the field area described in Section 4 and Appendix D. It is expected that data reduction and map generation will be done in the Contractor's central processing facilities. However, associated activities such as data processing may be done in other locations depending on the methodology described in the Offeror's proposal.

## **1.6 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 States Trafficking in Persons Report.

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

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

## **1.7 Funding of the Contract**

A contract resulting from this RFP is subject to the availability of state appropriations for the purpose of the contract. Approximately \$400,000 to \$600,000 of mixed source funding is expected to be available, pending final state administrative approval.

This RFP solicits responses starting at a minimum of 1960 square km of data coverage increasing by the addition of different area increments as shown in Tables 1 and 4 in Section 6 and Appendix D of this RFP.

It is possible that additional funding may be available from other sources. If funding for areas in addition to those shown in the figures and by the files in Appendix D is acquired, the state will negotiate cost to add survey blocks, but the Contractor will not be obligated to these. These, if any, additional areas will be chosen by the state in line with the goals of this RFP.

## **1.8 Period of Performance**

Period of performance is anticipated to be from April 1, 2015 through May 1, 2016. Data collection is to be completed by September 2015. It is recommended data collection is completed before August 10th to avoid conflicts with hunters. The schedule for the data deliverables is listed in Section 5.20.

## **1.9 Solicitation and Advertising**

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

## **1.10 RFP/Contract Management**

The Commissioner of DNR or his designee, must approve the contract and any amendments prior to execution.

The state Project Manager, as defined by this RFP, operates under delegated authority from the Procurement Officer to receive proposals and assist in evaluation and final negotiations with direction and guidance from the procurement officer. The Project Manager is also the Procurement Officers representative for the agency in all aspects of Contract Administration.

The Procurement Officer, as defined by this RFP, is responsible for the solicitation and the contract, awards, claims, protests and other matters as required by regulation, statutes and Department of Administration policies and procedures.

## **1.11 News Releases**

News releases pertaining to this RFP or the project to which it relates shall not be made without prior approval of the Project Manager. The Contractor will be required to coordinate with the Issuing Office of this RFP before making any response to a request for information regarding this project.

## **1.12 Assistance to Offerors with a Disability**

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

## **1.13 Federal Requirements**

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

## **2 Standard Proposal Information**

### **2.1 State Not Responsible for Preparation Costs**

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

### **2.2 Required Review - Protests Prior to Award**

Offerors should carefully review the RFP for defects and questionable or objectionable material. Such defects must be reported to the Project Manager in writing and received at least ten days prior to the deadline for receipt of proposals. This will allow sufficient time for the Procurement Officer to issue an amendment, if one is required. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

The protest must include the same information noted in [Section 2.29](#).

### **2.3 Questions Received Prior to Opening of Proposals**

All questions must be addressed to the Project Manager. 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 Project Manager will make that decision.

Telephone conversations that involve complex questions must be confirmed in writing by the interested party.

### **2.4 Amendments**

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

### **2.5 Addenda to the RFP**

Addenda to this request for proposals may be issued at the state's option. An interested Offeror, however, may request modifications to the scope, specifications, or administrative requirements. Final acceptance or denial of the request is the decision of the Procurement Officer. Failure of the Procurement Officer to respond in writing to a request for addenda to the RFP shall be considered a rejection of the request.

## **2.6 Correction, Modification, or Withdrawal of Proposals**

A proposal may be corrected, modified or withdrawn by providing a written request from an authorized agent of the Offeror to the Project Manager before the time and date set for receipt of the proposals. After proposals are opened modifications may be allowed prior to completion of the evaluation process if the evaluation committee determines that it is in the best interest of the state to solicit modifications or best and final offers. Modifications to proposals or best and final offers will be solicited in accordance with AS 36.30.240 and 2 AAC 12.290.

The apparent successful Offeror may be requested to modify or correct his proposal during contract negotiations to the extent it is in the best interest of the state.

## **2.7 Authorized Signature**

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

## **2.8 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;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

## **2.9 Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the bid (by the bidder) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Appendix E) must be completed and submitted with your bid.

## **2.10 Conflict of Interest**

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner, Department of Natural Resources, reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

## **2.11 Alaska Business License and Other Required Licenses**

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. 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:

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

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

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

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

## **2.12 Subcontractors**

The Offerors may subcontract portions of the project tasks. Offerors are required to submit the names and addresses of all subcontractors and the type and percentage of work they will be providing on this project.

The successful Contractor must supply proof of all subcontractors' Alaska business licenses within a reasonable time after the Notice of Intent To Award is issued according to AS 36.30.210(a).

If the successful Contractor proposes to accomplish more than 50% of the work through subcontractors, they must provide a written statement that they are not operating as a joint venture with the other contractors and will be solely responsible for all work products, profits, and losses, as they relate to the performance of this contract. Failure to provide this statement may result in the proposal being declared a "joint venture" proposal for the purpose of calculating the Alaska proposer preference.

## **2.13 Joint Ventures**

Joint Ventures will be acceptable for the performance of this contract. For a joint venture proposal to be considered responsive, the Offerors must provide the following information as it relates to the joint venture:

1. Proof of a valid Alaska business license for the joint venture (Note: this must be a separate license for the joint venture for the purposes of this contract.) Refer to Section [2.11](#) for information regarding evidence of an Alaska business license;
2. Documentation of the legal relationship of the parties to the agreement and a clear understanding of who will be responsible for appropriate portions of the contract;

In order for the Joint Venture to qualify for the Alaskan Proposer preference they must also provide evidence, as appropriate, that each party to the venture qualifies as an Alaska vendor in accordance with Section [2.18](#) of this RFP. Joint venture proposals that are offered by a combination of qualified Alaskan and non-Alaskan vendors can be responsive however they will not be entitled to the Alaska Proposer preference.

## 2.14 Disclosure of Proposal Contents

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

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

## 2.15 Multiple or Alternate Proposals

In accordance with 2 AAC 12.830, multiple or alternate proposals will not be considered responsive and will not be evaluated separately.

## 2.16 Right of Rejection

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

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

Minor informalities that:

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

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest. **A proposal from a debarred or suspended offeror shall be rejected.**

## **2.17 Evaluation of Proposals**

All proposals received will be reviewed and evaluated by a committee that will be made up of state employees. Other representatives may be added as appropriate, provided the evaluation committee is made up of at least the designated Procurement Officer and two employees of the purchasing agency in accordance with 2 AAC 12.260.

The evaluation will be based on the evaluation factors set out in Section 7 of this RFP.

## **2.18 Alaska Offeror Preference AS 36.30.321 & 2 AAC 12.260**

Not Applicable for this RFP

## **2.19 5 Percent Alaska Bidder Preference AS 36.30.321(a), AS 36.30.990(2), & 2 AAC 12.260**

Not Applicable for this RFP

## **2.20 5 Percent Alaska Veteran Preference**

Not Applicable for this RFP

## **2.21 Application of Preferences**

Not Applicable for this RFP

## **2.22 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260**

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

### **EXAMPLE**

Formula used to convert cost to points when the RFP allotted 40% (40 points) of the total of 100 points for cost.

### **[STEP 1]**

List and use all proposal prices, **adjusted** where appropriate by the application of all applicable preferences.

Offeror #1 - Non-Alaskan Offeror \$40,000

Offeror #2 - Alaskan Offeror \$42,750

Offeror #3 - Alaskan Offeror \$47,500



## **[STEP 2]**

Convert cost to points using this formula.

$$\frac{\text{Price Lowest Cost Proposal}}{\text{Price of Proposal}} \times \text{Maximum Points for Cost} = \text{Points Awarded for Cost}$$

**Offeror #1 receives 40 points.**

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

**Offeror #2 receives 37.4 points.**

$$\frac{\$40,000}{\$42,750} \times 40 = 37.4 \text{ Points Awarded for Cost}$$

**Offeror #3 receives 33.7 points.**

$$\frac{\$40,000}{\$47,500} \times 40 = 33.7 \text{ Points Awarded for Cost}$$

## **2.23 Interviews for Clarification**

The Evaluation Committee may require Offerors to provide clarification of certain points in their proposals prior to completion of the evaluation process. The purpose of these interviews is to ensure that the Evaluation Committee has a more complete understanding of the Offeror's proposal. Material changes to proposals or negotiations are not allowed in this process. Information requested for the purposes of clarification will be limited to verification of statements made in the Offeror's proposal. All Offerors will be given similar opportunities, as required, for clarification. Interviews will be conducted in such a manner that information derived from competing Offerors is not disclosed. Interviews will be scheduled at the convenience of the issuing office. AS 44.62.310 does not apply to meetings with Offerors conducted under this section. Interviews may be conducted by teleconference.

## **2.24 Discussions for Best and Final Offers**

The state may require written or oral submittals from Offerors for the purpose of clarification in accordance with AS 36.30.240 and 2AAC 12.290. The purpose of these submittals will be to ensure the Offeror has a full understanding of the requirements of the RFP. Discussions will be limited to sections of the RFP identified by the Evaluation Committee. Discussions will be with Offerors who have submitted a proposal deemed reasonably susceptible for award by the Evaluation Committee. Discussions, if held, will be after the preliminary evaluation of proposals has been completed by the Evaluation Committee. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Evaluation Committee may set a time for best and final

proposal submissions from those Offerors with whom discussions were held. Re-evaluation of the best and final proposals will be limited to the specific sections of the RFP opened to discussion by the Procurement Officer.

## **2.25 Contract Negotiation**

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held at the Department of Natural Resources, Division of Geological & Geophysical Surveys, 3354 College Road, Fairbanks, Alaska, or by teleconference.

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

## **2.26 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.

## **2.27 Notice of Intent to Award**

After completion of the evaluation process and Contractor negotiations the issuing office will issue a Notice of Intent to Award to all Offerors. This notice will contain the names and addresses of all the Offerors including the intended recipient of the contract.

## **2.28 Informal Debriefing**

Any unsuccessful Offeror may request and receive an informal debriefing either ten (10) working days after the Notice Intent to Award is mailed out or, if there is an appeal, upon completion of the appeal process. The debriefing shall be limited to the Offeror's proposal, concentrating on the areas considered deficient or inferior. The merits of other proposals will not be discussed. A formal review may be requested by writing to Abraham Emond at the issuing office address.

## 2.29 Protests

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

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

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- (a) the name, address, and telephone number of the protester;
- (b) the signature of the protester or the protester's representative;
- (c) identification of the contracting agency and the solicitation or contract at issue;
- (d) 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.

## 2.30 Supplemental Terms and Conditions

Proposals must comply with Section 2.16 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:

1. 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
2. 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.

## **2.31 Prior Experience**

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

Three years demonstrated experience in conducting similar surveys.

An Offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

## **2.32 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.

## **2.33 Qualified Bidders or Offerors, 2 AAC 12.875**

1. Unless provided for otherwise in the solicitation, to qualify as a bidder or Offeror for award of a contract issued under AS 36.30, a bidder or Offeror must
  - (a) add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
  - (b) be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the solicitation.
2. If a bidder or Offeror leases services or supplies or acts as a broker or agent in providing the services or supplies in order to meet the requirements of (a) of this section, the procurement officer may not accept the bidder or Offeror as a qualified bidder or Offeror under AS 36.30. (Eff. 10/3/02, Register 163)

Authority: AS 36.30.040

## **3 Standard Contract Information**

### **3.1 Contract Type**

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

### **3.2 Contract Approval**

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; the commissioner's designee; or, the Procurement Officer. Upon written notice to the Contractor, the state may, if it wishes, 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.

### **3.3 Insurance Requirements**

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form Appendix B, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in Appendix B must be set out in the offerors proposal.

### **3.4 Standard Contract Provisions**

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix C). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix C must be set out in the offerors proposal.

### **3.5 Proposal as Part of the Contract**

All or part of the final proposal may be incorporated into the final negotiated contract.

### **3.6 Additional Terms and Conditions**

The state reserves the right to include additional terms and conditions during the contract negotiations. These terms and conditions must be within the scope of the original RFP and contract documents, and will be limited to cost, clarification, definition, and administrative and legal requirements.

### **3.7 Payment Procedures**

The state intends to pay the Contractor a negotiated sum based upon satisfactory completion of tasks, review of the required deliverables, and submission of an invoice from the Contractor. Up to 30 percent of each invoiced amount may be withheld pending completion of the project.

No payment shall be made until the invoice has been approved and authorized by the Project Manager.

Under no condition 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 any local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency. If a Contractor is delinquent on payment of state taxes the payment provisions of the contract may be subject to review and approval by the Department of Revenue prior to award.

### **3.8 Contract Personnel**

The state reserves the right to approve or disapprove any change in the successful Offeror's project team members whose participation in the project is specifically offered in the proposal. Similarly, changes in the amount of participation by key project members will require state approval. This is to ensure that persons with vital experience and skill remain fully involved in the project.

Requests for any change in Contractor personnel shall be submitted in writing to the state for the state's review and sign-off before the change is made. Contractor personnel changes, not approved by the state, may be cause for the state to terminate the contract.

### **3.9 Subcontractors**

The state must approve the use or replacement of subcontractors. Replacement of subcontractors may only be made in accordance with approval of the Project Manager and the terms of the final negotiated contract.

### **3.10 Ownership of Materials**

The state intends to maintain ownership and/or use of all materials produced as a result of this contract.

### **3.11 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.

### **3.12 Reimbursement to the state for Unacceptable Data or Deliverables**

The Contractor is responsible for quality, accuracy and completion of all work identified by the contract. All work shall be subject to evaluation and inspection by the state at all times to assure satisfactory progress, to be certain that work is being performed in accordance with the contract specifications, terms and conditions, and to determine if corrections and modifications are necessary. Should such inspections indicate substantial failure on the part of the Contractor, the state may, depending on the situation, either terminate the contract for default or contract an outside vendor to verify the accuracy of the data or compliance with the contract specifications.

If the outside vendor determines the data is not within contract specifications, the state has the option to have the Contractor correct and finish all or part of the work or may terminate the contract as discussed in Section [3.14](#).

Furthermore, the state may require the Contractor to reimburse any monies paid (pro rata based on the identified proportion of unacceptable products received) and any associated damage costs. Damages assessed to the Contractor include but are not limited to such items as additional processing of the data to verify it's accuracy or compliance with the contract specifications, re-flying of flight lines, or properly formatting the data to produce the required deliverables.

### **3.13 Contract Invalidation**

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

### **3.14 Termination for Default**

If the Contractor refuses, fails, or for any reason is unable to perform the work, or any separable part thereof, with such diligence or compliance with the contract requirements as will ensure its completion within the written contracted time frame and the technical requirements of the contract, the state may, by written notice to the Contractor, terminate the right to proceed with all work or only such part of the work as to which there have been delays or deficiencies in meeting the contract requirements. This work may include but it is not limited to such items as additional processing of the data to verify it's accuracy or compliance with the contract specifications, re-flying of flight lines, or properly formatting the data to produce the required deliverables.

If the Contractor is unable to proceed with the work in accordance with the contract specifications the state may contract directly with other sources for whatever work may be required to meet the terms of the original contract and deduct the fee for that work from any payments due the

Contractor and require the Contractor to reimburse the state for any additional costs that may be incurred in completing the work in accordance with the terms of the original contract.

Termination of part of the contract for default does not exempt the Contractor from performance of the remainder of the work and delivery of work completed prior to issuance of the written notice.

This clause does not restrict the state's termination rights under the general contract provisions of Form 02-093, Appendix C.

### **3.15 Liquidated Damages**

Whether or not the Contractor's right to proceed with the work is terminated, he will be liable for damages resulting from his refusal or failure to complete the work within the timeframe specified in the contract.

Liquidated and actual damages for delay shall be paid by the Contractor to the department in the amount of \$500.00 for each calendar day the completion of work or any part thereof is delayed beyond the time required by the contract or any extension thereof.

The Contractor acknowledges that the liquidated damages established are not a penalty but rather constitute an estimate of damages that the department will sustain by reason of delayed completion.

These damages will continue to run both before and after termination in the event of default termination. The damages do not cover excess costs of completion or state costs, fees, and charges related to reprocurement. If a default termination occurs, the Contractor shall pay in addition to these damages, all excess costs and expenses related to completion as provided by Section 3.14.

### **3.16 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.

### **3.17 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.

### **3.18 Contract Changes**

During the course of performing the work required by this contract, the Contractor may be requested to perform additional work within the general scope of the contract. When additional work is required, the Project Manager shall forward to the Contractor a description of the work to be accomplished and request that a proposal be offered within a given time period.

No additional work shall commence by the Contractor without an approved written contract amendment by the Procurement Officer.



### **3.19 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.

### **3.20 Confidentiality and Ownership of Documents**

All data, maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents, computer files and all other data compiled by or received by the Contractor under this Contract shall be the property of the state, shall be treated by the Contractor as confidential and shall be delivered only to the state Project Manager or other authorized officials as required in the contract. Their contents shall not be made known by the Contractor to any person other than personnel of the Contractor performing services under this Contract without written consent of the state.

### **3.21 Evaluation of Contractor and Subcontractor after Contract Completion**

Upon completion of the contract, the state will complete an evaluation of the Contractor (and subcontractor if applicable) under this contract. The ability of the Contractor to manage confidential information will be one item included in the evaluation. This information may be used in evaluation of proposals for future work that the state may solicit.

## **4 Background Information**

The airborne geophysical data being sought through this RFP are funded by a partnership between the US Geological Survey Mineral Research Program and the Alaska Geophysical/Geological Mineral Inventory Program (AGGMI). The Alaska AGGMI Program is designed to systematically acquire geophysical, and where necessary, ground-based geological data for state-owned lands having high perceived mineral potential and where information needed for mineral-based management decisions. The information acquired will be published by the state and is aimed at catalyzing new private sector exploration, discovery, and ultimate development/production. It is expected that the maps and data from these surveys will have wide distribution.

### **4.1 Tanacross area, interior Alaska, 1 to 250,000 quadrangles: Tanacross and Eagle**

#### **4.1.1 Tanacross survey area overview**

The Tanacross survey consists of several blocks spanning large sections of the Tanacross 1:250,000 scale quadrangle with a smaller region within the adjoining Eagle 1:250,000 scale quadrangle. The area is a mixture of state land, state selected land, Native land, U.S. Bureau of Land Management, and private land. A detailed map of the Tanacross survey blocks is presented in Figure 1.

#### **4.1.2 Previously flown surveys adjacent to the Tanacross survey area**

1. The Alaska Highway Corridor Survey,
  - (a) Date: 2005 and 2006
  - (b) Type: RESOLVE EM system
  - (c) Line spacing: 400 m
  - (d) Line direction: N10°W
  - (e) Reference: <http://dx.doi.org/10.14509/14864>
2. Ladue River survey
  - (a) Date: 2010
  - (b) Type: Dighem V EM/Fugro D1344 cesium magnetometer (bird mounted)
  - (c) Line spacing: 400 m
  - (d) Line direction: N 10W
  - (e) Reference: <http://www.dggs.alaska.gov/pubs/id/22562#0>
3. Fortymile survey
  - (a) Date: 1998
  - (b) Type: DIGHEM V/Cesium magnetometer
  - (c) Line spacing: 400 m



Figure 1: Tanacross survey area map. Block boundaries with, prior surveys, and 1:250,000 quad-range boundaries. Reference Table 1 for square km and approximate line km of each block. Table 4 lists proposed block combinations for bidding.

- (d) Line direction: N-S
  - (e) Reference: <http://www.dggs.alaska.gov/pubs/id/1884#0>
4. Western Fortymile survey
- (a) Date: 2008
  - (b) Type: DIGHEM V/Cesium magnetometer
  - (c) Line spacing: 400 m
  - (d) Line direction: NW-SE
  - (e) Reference: <http://www.dggs.alaska.gov/pubs/id/15963>
5. Yukon, Canada survey(s)
- (a) Date: 1950-1960
  - (b) Type: Analog (digitized from contour maps)
  - (c) Line spacing: 1/2 mile
  - (d) Line direction: variable
  - (e) Reference: [http://www.geology.gov.yk.ca/regional\\_geophysics.html](http://www.geology.gov.yk.ca/regional_geophysics.html)
6. Legacy Tanacross regional survey
- (a) Date: 1971
  - (b) Type: Fixed wing analog surveys
  - (c) Line spacing: 3/4 mile
  - (d) Line direction: N-S
  - (e) Reference: [http://137.229.113.30/webpubs/dggs/ams/oversized/ams\\_tnxa\\_1.pdf](http://137.229.113.30/webpubs/dggs/ams/oversized/ams_tnxa_1.pdf) (etc.),  
<http://pubs.usgs.gov/of/1999/ofr-99-0503/APPENDIX.HTM#AK08a>

## 5 Scope Of Work

### 5.1 Project Goals and Objectives

The primary goal of all survey blocks is to improve regional understanding of geologic assemblages with mineral resource implications through acquisition and timely publication of airborne geophysical data. These data are intended for subsequent use during bedrock geologic mapping. The geophysical data and maps are expected to stimulate private sector activity and investment by providing insight into possible locations of assemblages, intrusions and fault structures that could be related to mineralizing systems. All surveys will consist of fixed-wing aeromagnetics data acquisition and processing. Data and maps produced by the Contractor will then be published jointly for these survey blocks through the Division of Geological & Geophysical Surveys (DGGS) and the United States Geological Survey (USGS).

### 5.2 Areas to be Surveyed

The state intends to survey blocks in the Tanacross and Eagle quadrangles contingent on state administrative approval of funding and Offerors cost proposals. The Tanacross survey area is subdivided into potential blocks for surveying. Individual blocks and their total areas and approximate line kms are listed in Table 1. The blocks are designed to provide flexibility in responding to a variety of potential funding appropriation scenarios and cost proposals. Offerors will specify prices for various combinations of blocks for each area as set forth in Table 4 (Section 6) of this RFP.

Figure 1 shows the geographic location of the survey areas and area maps of each survey. The zipped file rfp2015\_1000\_3107\_blocks.zip contains ESRI shape files which must be used to determine final flight line location and calculate costs of blocks. Please see Appendix D for more information about ESRI shape files included in the zip file and see Section 1.2 of this RFP if you have a problem accessing the ZIP file.

Table 1: Block names, area in square kilometers, and approximate line kilometers.

Block	Area km <sup>2</sup>	Line km
A	1960	3920
B	3180	6360
C	2870	5740
D	840	1680
E	1030	2060

### 5.3 Exploration Exclusion and Confidentiality of Data

As part of the contract, the Contractor agrees that their firm, its associates, subcontractors and joint venture partners will not conduct exploration programs or mining land acquisition efforts within ten (10) miles of the geophysical survey area specified in the contract, for a period between the signing of the contract and six (6) months after the state's geophysical data for that area are released to the public at large.

The Contractor further agrees that all data, maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents, computer files and all other data compiled by or received by the Contractor under the contract shall be the property of the state, shall be treated by the Contractor as confidential and shall be delivered only to the state Project Manager or other authorized officials designated by the state Project Manager as required in the contract. Their contents shall not be made known by the Contractor to any person other than personnel of the Contractor performing services under the contract without written consent of the state. In all stages of the project, all data, images, and documents are to be transmitted only through means approved by the state Project Manager.

## **5.4 Planning**

### **5.4.1 Logistics**

The proposer should include a plan of action outlining the detailed approach and technique to be followed in carrying out the work involved in completing all aspects of this project, including a technical description of the field operation, base of operations and ground magnetometer base station locations.

### **5.4.2 Scheduling**

Detailed scheduling with a bar chart is to be provided and must show how all activities will be coordinated to ensure achievement of required delivery date. Proposers will be held to their proposal time-line subject to modification as required by weather or other uncontrollable factors.

## **5.5 Survey Specifications**

### **5.5.1 Survey Platform**

The area will be flown by a fixed-wing platform appropriate for accomplishing the tasks specified in this RFP.

### **5.5.2 Project Coordinate Systems**

1. raw data: Longitude and Latitude WGS 84
2. final data: UTM Zone 7N NAD 27 meters and Longitude and Latitude WGS 84

### **5.5.3 Line Direction**

Traverse (production) line direction will be N10°E.

### **5.5.4 Line Spacing**

Traverse lines shall be spaced 500 m. All flight lines, including infills, shall intersect at least two tie lines.

### **5.5.5 Altitude and Tolerance**

It is preferred that lines be flown at a mean sensor terrain clearance of 100 m averaged over any one mile distance. Offerors shall discuss instrumental, legal, and operational factors which require deviation from the 100 m terrain clearances; in general, it is preferred that deviations not exceed 100 m.

### **5.5.6 Tie Lines and Boundary Lines**

Tie lines shall be flown perpendicular to traverse lines at intervals of approximately 5 km. All tie lines must extend at least 500 m beyond the area boundaries at survey altitude. A special effort must be made to ensure that all control lines are flown at the same mean terrain clearance as the traverse lines, particularly at the point where the two intersect. These flights should be carried out during optimum diurnal conditions.

For boundaries not parallel to the flight lines or tie lines a control line will be flown parallel to the boundary.

### **5.5.7 Overlap with Existing Surveys**

The specified survey block boundaries include overlap with existing prior DGGS high-resolution airborne magnetic surveys described in Section 4.1.2. Outlines of the adjacent modern DGGS surveys are included in the ESRI Shape files in Appendix D and shown on Figure 1.

### **5.5.8 Flight-Line Tolerance**

Uniform spacing of flight lines is preferred throughout survey. Flight path lines will be rejected and will be reflight if deviations from specified flight path of more than 150 m persist over a distance of more than 800 m, except for rugged areas, where flight path deviations will not exceed 200 m over a distance of more than 800 m. At no point shall spacing between adjacent lines exceed 550 m or be less than 250 m over a distance of more than 800 m, except for rugged areas, where the spacing between adjacent lines shall not exceed 600 m or be less than 200 m over a distance of more than 800 m, unless the spacing is required for safety.

If the spacing between survey lines exceeds the specifications in this section for more than 800 m, a fill-in line shall be flown at the Contractor's expense. However, if the flight line spacing deviation is caused by safety requirements or FAA regulations, the Contractor is not required to fly a fill-in line.

Parts of lines reflight to complete a flight line must cross control lines at either end and cross the original survey line at a low angle at a point where the data is acceptable.

### **5.5.9 Flying Speed**

An optimal flight speed or speed envelope should be provided by the Contractor's response.

#### **5.5.10 Aviation Rules for Populated Areas**

The Contractor is wholly responsible for following Federal Aviation Regulations for local areas of dense population and remote cabin sites. Small mining or fishing operations may be present in the survey areas.

#### **5.5.11 Observance of Military Operations**

Military training routes may cross any of the survey areas. Information about training routes is given at the Web sites <http://www.faa.gov> and <http://www.elmendorf.af.mil>. Frequent contact with the appropriate Air Force Base Range Control will be necessary and is the Contractor's responsibility. The Proposer should state their procedure for dealing with flight restrictions.

#### **5.5.12 Hunting Season**

Hunting season may interfere with acquisition of data. It is in the state's best interest to cooperate with the appropriate regulatory agencies and individual hunters. Offerors should state their procedure for dealing with hunting season. Some useful sites include the following:

1. Lists of big game guides and maps of guide use areas:
  - (a) <http://www.commerce.alaska.gov/occ/guideusemaps/mainpage.cfm>
  - (b) <http://www.commerce.alaska.gov/occ/apps/GuiUseReg.cfm>
2. Alaska Division of Fish & Game main hunting page:
  - (a) <http://www.adfg.alaska.gov/index.cfm?adfg=hunting.main>
3. Maps of the game management areas:
  - (a) <http://www.adfg.alaska.gov/index.cfm?adfg=huntingmaps.gmuinfo&gmu=20>
4. Native Corporation Lands:
  - (a) Ahtna, Incorporated - <http://www.ahtna-inc.com/>
  - (b) Doyon Limited - <http://www.doyon.com>
  - (c) Tetlin Native Corporation - <http://www.tetlincorp.com/>
5. Alaska Department of Natural Resources Division of Mining, Land and Water - recreational permits and leases:
  - (a) <http://dnr.alaska.gov/mlw/>

#### **5.5.13 Flight operations on and near the Alaska/Yukon international boundary**

Survey block A bounds the Alaska/Yukon International boundary. Offeror is responsible for coordinating with Canadian airspace authority for operations on or across the International boundary.



## **5.6 Instrumentation and Calibration**

The requirements specified in the following sections define desired and required specifications based on our understanding of current technologies and survey methods. Offerors must be able to demonstrate in their proposals their understanding and ability to perform in accordance with these requirements for the systems and equipment indicated. Offerors may propose alternate methods or specifications provided they can satisfactorily meet the state's objectives and the Offeror can document why changing these requirements would be in the best interest of the state.

### **5.6.1 Log Book Requirements**

The Contractor shall maintain and update an equipment log book or file noting all equipment serial numbers, replacement and repairs throughout the survey and the results of calibration tests, daily resolution checks, and source tests. This will be checked by the state Project Manager during the inspection visit.

## **5.7 Magnetometer System**

### **5.7.1 Static Resolution**

The static resolution of the system shall be given. It must be 0.1 nanoteslas (nT) or better. The total field sensors utilized will be either self-orienting or be otherwise independent of the ambient direction of the earth's total magnetic field. The magnetometer shall have an inflight sensitivity of 1.0 nT or better with an ambient range not less than 20,000 to 100,000 nT.

### **5.7.2 Noise Levels**

Static and inflight system noise levels shall be specified. The specified noise levels shall become a requirement. Measurements of the static noise level and inflight noise level at altitude shall be made before the survey.

### **5.7.3 Sampling Rate**

The maximum sample rate shall be specified for each sensitivity. Readings shall be taken and recorded at a rate of no less than two per second. Ten readings per second are preferred.

### **5.7.4 Inflight Noise Envelope**

The inflight noise envelope shall be specified. "Quiet" air conditions may be assumed but the specified noise envelope shall be a requirement.

### **5.7.5 Heading Error**

The errors due to changes in heading shall be specified and shall become a requirement. Heading error shall be verified before the survey begins by flying over the same point on magnetic north, east, south, and west directions at least twice. A maximum of 2 nT peak-to-peak variation will be

tolerated in a single 360 test. Verification shall be repeated if mechanical parts of the aircraft are changed or if the magnetometer is repaired or modified.

#### **5.7.6 Digital Record of Earth's Magnetic Field**

A base station digital record of the variations of the earth's magnetic field shall be made during the periods when airborne data are being collected. The monitor station shall be placed in a magnetically quiet area within ten miles of the survey area. The resolution of the magnetometer shall be 0.1 nT or better and the noise envelope shall be 0.1 nT or better. The field shall be measured and recorded at least once per 2.0 seconds. The airborne and digital base station magnetometer shall be synchronized with an accuracy of 1.0 second or better. Synchronization shall be checked at the end of each day's flight. It is preferred that three base stations magnetometers surrounding the survey area are operated during data collection. Three base stations provide redundancy in case of individual system failure as well as documentation of spatial diurnal variation within the study area.

#### **5.7.7 Time-Dependent Variation of Earth's Magnetic Field**

Airborne surveys shall not be conducted when non-linear variations of the earth's magnetic field exceeds 10 nT from a chord 1.0 minutes long, as determined from the digital record at the base station. Reflights can be required for all data collected when the K-index exceeds 6. K-index data and forecasts can be found at <http://www.swpc.noaa.gov/products/planetary-k-index>.

#### **5.7.8 System Drift**

Maximum rates of system drift due to both mechanical and electronic changes shall be specified. The specified drifts shall become a requirement; the procedures that shall be used for monitoring and correction of drift shall be specified.

#### **5.7.9 Calibration**

The techniques that shall be used to calibrate the system shall be described. The system must be calibrated as often as necessary to ensure that it operates within stated specifications.

### **5.8 Altimeter**

#### **5.8.1 Types and Locations of Altimeter**

A radar altimeter and another continuously recording altimeter, i.e. a differential GPS or a barometric altimeter, shall be employed. Both altimeters will have digital output. The radar altimeter offered shall recover altitude within three percent of flight height above ground. Include the location of the installed altimeters.

#### **5.8.2 Altimeter Resolution**

The resolution of both altimeters shall be specified, and shall become a requirement.

### **5.8.3 Accuracy of Altimeter**

The absolute accuracy of the altimeters over flat terrain shall be specified and shall become a requirement. It is desired that the radar altimeter will have a sensitivity of 3 m or better.

### **5.8.4 Calibration of Altimeter**

The methods used to calibrate the altimeters shall be specified. The altimeters shall be calibrated at the beginning of the survey and as often as required to ensure that the altimeters are operating within specifications. A recalibration must be done if equipment is changed.

## **5.9 Navigation and Flight Path Recovery Systems**

### **5.9.1 Navigation Systems Specified**

A differential GPS will be used to control all flight paths. The system used for aircraft navigation shall be specified in detail.

### **5.9.2 Navigation System Calibration**

A calibration check on the accuracy of the electronic navigation system must be carried out prior to the commencement of survey operations.

### **5.9.3 Flight Path Recovery**

The flight path shall be recovered within 15 m of the true position in the along track and cross track directions. This accuracy shall be verified by use of a tracking camera or other specified means.

### **5.9.4 Ground-looking digital video**

The Offeror will provide digital video from a ground-looking camera with time and location synchronization to the flight GPS system.

## **5.10 Digital Records**

### **5.10.1 Digital Data Recording**

The system used for digital recording shall be specified. Describe backup methodology and equipment.

### **5.10.2 Resolution of Digital Records**

The digital records of inflight data shall be of sufficient resolution and scale to enable visual checks to be made of the system performance (e.g. noise levels) during flight. All values must be visually accessible per line. Flexibility to change vertical scales in the field as the recorded geophysical parameter activity demands must exist. The data used for visual checks at a minimum shall consist of the following:

1. Magnetometer readings at fine and coarse scales,
2. Radar and barometric altimeter data,
3. Fiducial and time data, and

## **5.11 Reflight Specifications**

### **5.11.1 General Specifications**

The Contractor will resurvey, free of charges, lines or segments of lines for which the required digital data are missing or are not in accordance with the Technical Specifications. Isolated errors or spikes and short, non-sequential gaps consisting of a few points which can be corrected by interpolation are acceptable. When reflights are necessary, all the different types of data will be reacquired and integrated into the existing data set.

### **5.11.2 Causes for Reflights**

Reflights will be flown for the situations listed below.

1. **Deviations exceeding flight path tolerance:** Flight path lines will be rejected and will be reflowed if deviations from specified flight path exceed the flight path tolerance specified. However, if the flight line spacing deviation is caused by safety requirements or FAA regulations, the Contractor is not required to fly a fill-in line.
2. **Deviations exceeding altitude tolerance:** Excessive deviations in altitude that are not caused by safety reasons shall be reflowed.
3. **Excess Diurnal Variation:** The Contractor will re-fly any line segments that exceed the tolerance for the diurnal variation.
4. **Other incomplete data:** Any non-complete data, such as non-recoverable GPS data are cause for reflights. Continuous or semi-continuous strings of missing data of unusual length shall be brought to the attention of the state Project Manager for acceptance or rejection of data.
5. **Other technical standards not met:** Any non-technically acceptable data, such as periodic oscillations in magnetometer data, reflights that do not follow Section [5.5.8](#), etc. are cause for reflights. Data problems must be called to the attention of the state's Project Manager.
6. **Lost digital data:** The Contractor must make back-up copies of the digital data for themselves. If digital data lost in transit or in processing, any reflights to replace the lost digital data will be made at the Contractor's sole expense.

## **5.12 Data Verification, Inspection, and Quality Control**

### **5.12.1 General Requirements**

A copy of the Technical Specifications must be readily available and be in the possession of each of the pertinent Contractors personnel who have a responsibility in the execution of the contract. The Contractor must also obtain and have available in the field and office all relevant charts, maps, etc. pertaining to navigation.

### **5.12.2 Field Requirement**

It is required that initial flight path recovery and full inspection of data will be done in the field. At the end of field operations, there must be a completed flight path which may be improved by further office processing, plus a list, by flight, of digital editing corrections of all recorded parameters which are apparent on the chart records. GPS data must be accurately synchronized with the data fields to minimize uncertainty in the recorded time.

### **5.12.3 Integrity and Verification of Digital Data**

The Contractor shall provide the state with sufficient verification information to establish the integrity of the digital data. The system proposed for digital data verification shall be described in detail by the Offeror, and at a minimum shall include the following items:

1. The digital data must be verified on a daily basis with an in-field system to determine if faulty recording or has taken place.
2. The digitally-recorded values must be analyzed, viewed, or plotted to ensure that all data are within specifications daily and there are no data problems, such as periodicity.
3. The flight path derived from electronic navigation (differentially corrected using the base station GPS unit) will be verified utilizing the color video data as well as through the generation of a speed check.

### **5.12.4 Inspection by State Project Manager**

The state Project Manager may make a visit at any time to review equipment, calibration results, equipment log, procedures, and all data. It is a requirement that the Contractor will go over all data and equipment with the state Project Manager at that time. It is understood that in a busy field situation, particularly with short notice of state Project Manager's visit, the Contractor may not be completely finished with the items listed below, and may continue preparing items while the state Project Manager evaluates others. The Contractor should be prepared to discuss and provide the following at a minimum:

1. Log book of equipment changes;
2. Calibration results to date;
3. Flight path in agreed upon vector data format;

4. Preliminary Geosoft database(s) containing all raw data, including diurnal data;
5. Preliminary grids of the aeromagnetic data, altimetry data, and dtm;
6. Examples of the worst data that is within specifications and examples of data that are being re flown for appropriate channels;
7. Preliminary statistics of missing data points, and snapshots, jpegs, or other views of significant missing data for all data types;
8. Videos of the flight path.

At a minimum, items 3, 4, 5, and preliminary statistics from item 7 above are to be provided to the state Project Manager during a field visit or sent during field data acquisition to the state office after discussion with the state Project Manager.

#### **5.12.5 Final Field Data**

The Contractor must provide to and discuss the final field data for each tract with the state Project Manager before the equipment is demobilized from each base of operations. Failure to comply with this item may warrant unnecessary expense on the Contractor's part, as remobilization to the area may be necessary. Because partial payment will be made upon acceptance of the data for each area, a more thorough discussion of this topic and a complete list of items to be delivered as final field data are contained in [Section 5.16](#).

### **5.13 General Specifications for Data Processing and Interpretation**

#### **5.13.1 Magnetic Data**

Diurnal variations shall be removed by use of the base station magnetometer(s) data and leveling shall be verified by use of tie-line data. The Contractor shall use the maximum possible number of tie-line/traverse-line crossing points for the purpose of magnetic leveling. A regional trend (either IGRF or a local trend) shall be removed after discussion with the state Project Manager.

Although the state does not insist on any particular method, the procedure proposed for gridding the magnetic data must meet current industry standard. The recommended grid cell size is between 1/4 to 1/8 of transverse line spacing. Final grid cell size will be determined in collaboration with the state Project Manager. Magnetic grids to be provided include the following:

1. Total Field Magnetics
2. Residual Magnetic Intensity
3. First Vertical Derivative
4. Analytic Signal
5. Tilt Derivative

Describe your procedures for processing and gridding the magnetic data in your proposal.

### **5.13.2 Altimetry Data**

Digital elevation values, in meters a.m.s.l., will be calculated from the GPS z-value or barometric altimeter, minus the aircraft radar altimeter and provided as gridded data. Describe the process and finished product in your proposal.

## **5.14 Specifications for Final Products**

### **5.14.1 Approval of Digital Products by state Project Manager**

Completed or draft versions of all items produced for publication for the survey areas must be provided to the state Project Manager for approval.

### **5.14.2 Digital flight plan**

Digital flight plans for all areas are to be provided to the state Project Manager for approval before flying begins.

### **5.14.3 File names and Documentation**

File names, particularly how the different survey blocks are named, will be decided by the state Project Manager in conjunction with the Contractor. To save time, file names should be requested by the Contractor before much time has been spent producing draft files.

Documentation of the data, including 'readme' files and metadata, is a critical part of the project. The Contractor must initiate and provide appropriate 'readme' files which will be further modified by the state Project Manager and the Contractor to arrive at the final files. The state Program Manager will require the Contractor to provide details for metadata, including appropriate process steps, definitions of entities, and other items only answerable by the Contractor. The Contractor must take an active role in preparing and editing text documents with the state Project Manager.

### **5.14.4 Digital Line data**

The Contractor will provide a 'linedata.txt' file containing channel names, the number of decimals, and definitions for approval before the line data is provided to the state Project Manager.

Raw and final linedata are to be provided in Geosoft GBD, ASCII XYZ, and ASCII CSV formats (flat file no line headers). The data must contain flight number, line number, date, time, and fiducial information. X and Y are to be provided in NAD 27, UTM Zone 7N. Longitude and latitude are to be provided in WGS 84. The state Project Manager reserves the right to require more raw data be included in the linedata files.

### **5.14.5 Digital Gridded data**

The digital gridded data in the specified UTM zone and datum will be provided to DGGS for review before final map products. Gridded data shall be provided for review in both Geosoft float and ER Mapper formats.

#### **5.14.6 Geotiffs**

The geophysical images of each area with associated color bar that are used for the maps shall be provided in Geotiff format at suitable dpi to provide crisp image. Geotiffs shall be provided in the specified UTM zone and datum. Discuss your method for producing the Geotiffs.

#### **5.14.7 Digital Vector Files**

The flight path is to be provided in ESRI shape file format or another agreed upon format.

Other vector files used for the map products are to be provided in DXF format, or another agreed upon format.

For the magnetic contours, closed magnetic lows shall be indicated by toothed contours directed inward; highs and lows shall be indicated by “H” and “L” respectively (or other agreed upon symbols) with numerical value of the high or low if map complexity permits.

The magnetic contour interval shall be chosen in consultation with the state Project Manager; in general it is desired that the contour interval be 10 nT or less.

#### **5.14.8 Digital Map and Plot Files**

Adobe Acrobat PDF files are to be provided for each map product. Files must be internally labeled to denote map number on the plotter interface. Adobe Acrobat PDF files must be version 8 or later. Discuss the process and your capability to produce these products.

#### **5.14.9 Detailed Project Report**

The Contractor will produce a Project Report including at least the following:

1. A description of the field operations with work statistics, bases of operations, flight schedule and logs, pertinent dates, personnel, survey aircraft used, and instrumentation.
2. Technical specification of the survey and a description of problems encountered.
3. Process step documentation for each component of data collection, processing, and product generation. Example process steps can be found in the meta data of DGGs publication GPR2015-1, <http://dx.doi.org/10.14509/29169>

The Project Report should be provided in Microsoft Word or PDF format.

### **5.15 Map Requirements**

#### **5.15.1 Layout and Approval of Layout**

All maps for this project will be produced with gridded data relative to UTM zone 7 North. A standard format for titles, legends, and explanations to be printed on each map will be supplied by the state. Map legend shall include basic survey and instrument specifications, explanation of symbols used, etc. The base for all colored maps shall include Latitude/Longitude and UTM notations along border of maps. The state Project Manager will decide in consultation with the



Contractor whether more UTM information will be included. Township and section grids with Township/Range notations will be included on maps without topography.

Proposed sheet layout and index maps will be provided to the state Project Manager for approval before maps are made. Final copies of the index maps will be provided to the state Project Manager in jpg and dxf format after index maps are finalized.

#### **5.15.2 Plotter Paper and Inks for maps**

All paper maps must be printed on HP C6020A paper or equivalent. The state Project Manager reserves the option of choosing the type of plotter ink used.

#### **5.15.3 Topography**

The state requires that map products be made using very good quality topography. The state prefers either digital vector topography or high resolution raster topography. Photographic topography, though not preferred, must be used if digital topography is not acceptable quality as judged by the state Project Manager. Describe the process and finished product in your proposal. Include an example on paper with your proposal of your product including a raster geophysical data image and similar topography.

#### **5.15.4 State section grid**

The state will provide the Contractor with the section grids for each area in Autocad dxf or ESRI shape file format. The Contractor must annotate the section grid with suitable township and range numbers for use on maps without topography.

#### **5.15.5 Required Maps**

The required maps are listed in Table 2. Paper copies as outlined in Table 2 and digital files are to be delivered. Maps are to be produced at a scale of 1:63,360.

### **5.16 Data deliverables**

#### **5.16.1 Overview of Acceptable Data Transfer Methods**

Data may be delivered to the DGGS via secure FTP, hard drive, flash memory, DVD, or any other mutually agreed upon means. The Contractor must be willing to provide a secondary method if the primary fails.

#### **5.16.2 Deliverable Items at Conclusion of Data Acquisition**

Partial payments for each major survey area will be made upon receipt, verification, and acceptance by the state of the interim products in this Section for each survey. These products are to be delivered and/or discussed by the geophysicist on-site at the state DGGS office in Fairbanks within 5 days of the end of the field part of each field project.

Table 2: Required Data Maps.

<b>Required Map Product</b>	<b>Topo</b>	<b>Contours</b>	<b>State Section Grid</b>	<b>No. of Paper Copies</b>
Residual field magnetic (mag)	yes			4
Residual field mag		magnetic	yes	4
First vertical derivative - mag	yes			4
Analytic signal of mag	yes			4
Analytic signal of mag		analytic signal	yes	4
Tilt Derivative of mag	yes			4
Tilt derivative contours on color shadow residual magnetic field image		tilt derivative	yes	4
Flight Lines	yes			4

Verification of selected or all portions of field data from the area will be done to demonstrate compliance with the technical requirements in this RFP; such verification will be done by the Contractor and the state Project Manager in the Division of Geological & Geophysical Survey (DGGS) offices at 3354 College Road, Fairbanks, Alaska. A copy of the requisite software for the verification of the data will be brought by the Contractor for use by the Contractor in the DGGS office.

Sufficient information and raw data (e.g. location, altitude, background field records, magnetic field, diurnal, etc.) must be provided to the state Project Manager. The deliverable shall include the following at a minimum:

1. Preliminary Geosoft database(s) containing all raw data;
2. Preliminary grids of the aeromagnetic data; altimetry data, and dtm for each survey or block as appropriate.
3. Flight path in an ESRI shape file or another agreed upon format;
4. Preliminary statistics of missing data points; and
5. Calibration results.

Additional items to be provided include:

1. Paper or digital copy of the flight logs indicating production times, lines flown, operational problems, diurnal data, and other relevant data.

2. A short, digital document containing a summary of the field equipment, data resolution, and other pertinent information shall be provided at the end of data acquisition.

The geophysicist should be prepared to discuss and show the following:

1. Examples of the worst data that is within specifications and examples of data that are being reflowed for appropriate channels;
2. Snapshots, jpegs, or other views of significant missing data for all data types.

### **5.16.3 Final data deliverable**

#### **NEEDS REVIEW**

1. Raw and final processed data for all systems as described in Section 5.14.4; ASCII CSV format with Geosoft import template, and in Geosoft GDB format.
2. Gridded data in both Geosoft (.grd float, noncompressed) format and ER Mapper format (.ers) of the grids listed below. At a minimum, data included are the following:
  - (a) Residual Magnetic Field (in nT).
  - (b) First Vertical Derivative of the Magnetic Field.
  - (c) Analytic Signal of the Magnetic Field
  - (d) Tilt Derivative of the Magnetic Field
  - (e) Digital Elevation Model (in m).
  - (f) Gridded altimetry.
3. Geotiff format images of the grids listed above. If the data were shown on a map, the image used on the map should be shown. No surrounds are to be included. Color bars are to be provided as a separate file for each grid. Each of these data types should be shown as one file for the entire contiguous area.
4. KMZ format images of the grids listed above. If the data were shown on a map, the image used on the map should be shown. No surrounds are to be included. Color bars can be combined with the images. Each of these data types should be shown as one file for the entire contiguous area.
5. Maps as discussed in Section 5.15. Digital maps are to be provided in paper, HPGL/2 and Adobe Acrobat PDF formats,
6. 'Text' and other files
  - (a) 'Readme' file describing contents of deliverable (produced in conjunction with DGGS).
  - (b) Metadata for the publication (produced in conjunction with DGGS).
  - (c) File describing contents of linedata database, statistics of dummy variables per channel, and reasons for missing variables. File to be provided in PDF and CSV formats.

- (d) Index map showing location of survey area in Alaska. Provided in PDF or jpg format.
- (e) Index map for the 63,360-scale map sheets. Provided in PDF or jpg format.

7. Project Report

8. Vector files in ESRI Shape file and AutoCAD DXF format or another agreed upon format.

- (a) Flight path.
- (b) Survey boundary ending at exterior data points.
- (c) Residual Magnetic Field Contours.
- (d) Analytic Signal of the Total Magnetic Field Contours
- (e) Tilt Derivative of the Total Magnetic Field Contours

9. Flight logs.

10. Video files for all flight and tie lines.

## **5.17 Optional Data Systems Proposed**

The state understands that with a minimum of additional expense we may be able to collect additional or more refined data for this survey. For this reason we want Offerors to discuss how they would propose to gather additional information from more refined systems, such as gradient magnetic data, or increased tie line density. Information about acquiring, processing, and interpretation of the data should be included. Discuss any tradeoffs and advantages.

## **5.18 Optional Services/Deliverables Proposed**

Vendors may also provide additional deliverables that could increase customer satisfaction or that could provide for greater ease of use for the state and its customers. Any additional items should be listed in your proposal.

## **5.19 Deliverable Items**

Offerors should provide documentation as to their ability to provide all required deliverable items or alternate deliverables if appropriate.

## **5.20 Delivery Dates**

1. Deliverable items at conclusion of data acquisition outlined in Section [5.16.2](#) are to be delivered five days after the conclusion of data collection of each area.
2. The final data deliverable will be due 120 days after the conclusion of data collection

## **6 Proposal Submission Format**

We wish to discourage unnecessarily lengthy and costly proposal preparation, yet all proposals must contain the following information in the following format. Failure to follow this format for a proposal or failure to include complete information as requested may result in a lower score or disqualification of the proposal depending on the severity of the discrepancy. Appendix A shows an example of an item-by-item response to each technical requirement that the Offerors may choose to use in responding to this RFP.

### **6.1 Introduction**

Include a letter of transmittal containing the complete name and address of the firm; name, mailing address, telephone number of the contact for the proposal; Alaska Business license number or proof of having a valid AK business license as required by Section 2.11 and a statement confirming that the proposal is valid for ninety (90) days from closing date for receipt of proposals, a certification, as appropriate, that your firm qualifies as an Alaskan vendor in accordance with Section 2.18, and statement with regard to any perceived or potential conflicts of interest. Include a title page showing: RFP, Firm's Name, Date of Proposal. Include a Table of Contents.

### **6.2 Methodology**

This section should discuss your methods, equipment, and other resources you will use to accomplish this project. At a minimum it should include; a discussion on how you intend to meet the technical requirements of the RFP (Reference Section 5), your management plans, a brief discussion of your organization, products to be delivered, and a project work schedule.

#### **6.2.1 Management plan**

Provide a clear comprehensive management plan for the project. Provide information on the organization of the firm as it relates to this project. Include an organizational chart showing all key personnel designated to perform work under this RFP. Provide a brief description, by discipline, for each position on the organizational chart. Clearly state which personnel are full-time employees. Also provide the percentage of each individual's time or number of hours that will be allocated to this project. Identify subcontractors and how they relate to your organization.

#### **6.2.2 Technical work plan**

Provide a detailed plan describing how you will accomplish the work and meet the technical requirements defined in Section 5. At a minimum this should include discussions about the capabilities of the equipment and how it will be used.

Discuss each major system and procedures to be used in running those systems identified in the scope of service (Section 5); aircraft to be used and flying parameters; the electromagnetic system, the magnetometer system, the radiometric system, altimeter specifications, navigation and flight path recovery systems, digital data recording, specifications for data processing, processing and interpretation of magnetic, radiometric, and electromagnetic data, and final deliverables.

Identify any optional or additional work products or services that would provide ease of use for the state or the customers. Include examples if appropriate.

Provide a description of the criteria for anomaly selection, parameters normally measured and used on maps, resolution of data, any models used to interpret data, base level correction procedures, and other procedures that are critical to maintaining accuracy and consistency in the data collection and final products.

Discuss your ability to provide the optional services requested and describe any cost-effective, innovative options such as high sensitivity instruments that will extend the data set, enhance the quality of the data.

Identify potential problems or requirements related to this project that you perceive may be encountered in performance of this project. Include administrative or legal concerns you may have with standard contract language or specifications.

Provide a work schedule with critical dates and proposed time frame for providing deliverables.

### **6.3 Personnel & Firm Qualifications and Experience**

Proposals must include a Statement of Qualifications or Resumes for all key personnel designated to perform work under this RFP. This Statement of Qualifications must clearly describe experience, education, degrees held and dates thereof. The vita should include detailed resumes of all personnel, including subcontractors, who will be directly executing the geophysical surveys, as well as data processing specialists, data interpreters, and cartographers involved in the final products.

Include computer programmers, systems analysts, and mathematicians available to the project. The state requires that a professional geophysicist be on-site daily during data acquisition and processing phases of the surveys. Include documentation verifying the qualifications and experience of the firm and its subcontractors as they relate to carrying out airborne electromagnetic and magnetic surveys of the type solicited in this RFP. Specific emphasis should be given to experience and successes of providing survey data and deliverables to scientific agencies or institutions such as the Alaska Division of Geological & Geophysical Surveys during the past five years.

Provide information for 3 to 5 projects similar to the work defined by this RFP that have been completed within the last five years. Include for each:

1. A brief description of the project, including deliverables. Include general number of copies of deliverables supplied.
2. Project schedules, including planned and actual start and completion dates.
3. Location of project.
4. Name/number of contract, client's name, address and a current telephone number, preferably from scientific agencies, who can respond to queries concerning their experience with the Offeror's firm.
5. Major subcontractors used in performance of the work.
6. Initial cost estimates and actual costs.
7. Provide examples of full size non-confidential products and data from similar surveys.

## 6.4 Cost Proposal

In order to evaluate costs for proposals we request you provide us with the following unit cost information, cost detail by option, and cost summary information.

### 6.4.1 Unit Cost Information

The state requests that you provide at a minimum generic unit cost formula described in Table 3 that you will be using in calculating your total cost. Additional unit cost information may be appropriate.

Table 3: Generic Unit Cost Information/Formulas.

Personal/Employee costs	Including salary and benefits by employee by hr.
Printing expenses	By deliverables - Include all layout and printing costs
Data processing	Provide a detailed list of services and rates for those services.
Subcontracting	Provide a list of subcontracted services, rates, and estimated costs for those services.
Other direct expenses	Define and include an itemized listing in your proposal
Other indirect expenses	Include a list of any other indirect expenses
Overhead	Your companies standard rate and what it is based on
Profit	Your method of calculating profit.

### 6.4.2 Summary Costs by Block

Provide a summary cost proposal based on the combinations of blocks as listed in Table 4. The combinations of blocks in the table below are designed to accommodate a range of state funding appropriation scenarios. The costs quoted for each combination of blocks shall include all necessary base map materials, mobilization, demobilization, flying, fuel, navigation, anticipated standby costs, compilation, printing, data interpretation and presentation, subcontractor costs, and any other costs incurred by the Contractor in providing the deliverable items listed in the scope of services of this RFP. The price of optional products may not be considered in the formula for calculating the cost score of the proposal unless funds are available and all proposers offer the same options, however, the state may negotiate the costs and choices for these options with the highest ranked Contractor based on availability of funds and project priorities.

### 6.4.3 Detailed Cost Factors for Various Area Combinations

In order for the state to better understand our options and costs for these options please provide a summary of costs used to calculate your totals by block as in Table 5.

Table 4: Block combinations and necessary items to include for cost proposals.

<b>Option</b>	<b>Block Combination</b>	<b>Approximate line km</b>	<b>Area km<sup>2</sup></b>	<b>Cost</b>	<b>Cost per additional line km</b>
1	A	3920	1960		
2	A+B	10280	5140		
3	A+B+C	16020	8010		
4	A+B+C+D	17700	8850		
5	A+B+C+D+E	19760	9880		



Table 5: Detailed Cost Factors for Various Area Combinations.

Area Combination	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7	Option 8	Option 9
Direct Expenses									
Personal services-Survey work									
Personal Services / Data Interpretation									
Survey Flying Cost									
Equipment									
Transportation									
Food and lodging									
Printing									
Digital Media Costs									
Misc. Direct Expenses									
Indirect Expenses & Profit									
Overhead									
Administrative Expenses									
Profit									
<b>Total by Area/Block Combination</b>									
Optional Services									
Proposed Other Options									
<b>Total with Options</b>									

## **7 Evaluation Criteria**

### **7.1 Evaluation Process**

All responsive proposals received will be reviewed and evaluated by a committee made up of representatives or staff of the Department of Natural Resources. Other representatives may be added as appropriate. Each member shall exercise independent judgment and no member's vote or score will be weighted more than any other. During the evaluation process the evaluators may consider information from previous state contracts regardless of whether or not it is included in the proposal and may contact other state or federal government agencies on our own regarding previous work regardless of whether they are listed as references or not.

Proposals will be opened and evaluated in a manner that avoids disclosure of the contents to competing vendors during the evaluation process and negotiations.

Proposals will initially be reviewed for the following minimum responsiveness requirements:

1. Was the proposal received by the deadline for receipt of proposals?
2. Is the proposal signed?
3. Has the vendor submitted evidence of having a valid Alaska Business license?

Proposals that fail to meet these requirements will be rejected as non-responsive and will not be evaluated.

The Evaluation Committee will evaluate the remaining proposals based on the evaluation criteria and weighting listed in this section.

The Evaluation Committee will evaluate and numerically score each proposal in accordance with the evaluation criteria below.

The Evaluation Committee may select a vendor for negotiations based on the first look and evaluation of proposals. However, if the committee desires they may request additional information for the purpose of clarification as outlined in Section 2.23 or develop a list of proposals reasonably susceptible for award, or request best and final offers as per Section 2.24. Re-evaluation of proposals after discussions will be conducted by the same Evaluation Committee using the same criteria and weights laid out in this section. In the evaluation process we may be contacting other state or federal government agencies on our own regarding previous work regardless of whether they are listed as references or not.

In accordance with AS 36.30.240, vendors reasonably susceptible of being selected for award will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.

### **7.2 Alaska Offeror Evaluation Factor – 10%**

Not Applicable for this RFP

### 7.3 Methodology – 15%

At a minimum this portion of the proposal will be evaluated against the following questions and criteria:

Will the airborne geophysical systems proposed provide good quality information for geologic mapping and aid in distinguishing depth of conductive overburden? Will the system locate as many possibilities for ground-based follow-up useful in relatively early exploration as possible? Will the survey be general enough to cover the areas we want to survey and still give us the level of detail and resolution we need to provide a usable product? Are all the systems that will be used in the survey clearly defined? Does the equipment appear to be adequate? Are there backup systems? Are the personnel in the field knowledgeable about fixing the system? Are the calibration techniques clearly stated and adequate? Are the schedule and time frames reasonable? Are the costs so low that there is reason to doubt that the Offeror fully understands the methodology and the products required? Are the costs so unreasonably low that the Offeror could lean towards poor products or cause quality control issues? Can the Offeror provide all requested deliverables? Can the Offeror provide products near the end of January 2015 that are ready to be released to the public? To what degree does the Offeror meet or exceed our requirements? In providing options to our requirements, does the Offeror explain the benefits or advantages of those options? Has the Offeror discussed any possible problems that may arise during performance of the project?

Does the Offeror demonstrate their firm has the resources to plan and carry out a survey in the area and meet the flying deadlines? Does the Offeror appear to have enough staff at appropriate levels to accomplish this task? Has the Offeror demonstrated an understanding of particular problems that may be encountered in Alaska and offered solutions to those problems? To what degree does the Offeror meet or exceed our requirements? In providing options to our requirements, does the Offeror explain the benefits or advantages of those options?

Features of the magnetic system will also be given close consideration in evaluating proposals, i.e. instrumentation, the digital acquisition system, positioning equipment, altimeter, analog systems, 60 Hz monitor, and systems for diurnal correction will be considered in the proposal evaluation process.

Objective criteria that will be examined include:

1. Overall system configuration,
2. Survey line and altitude tolerances,
3. Magnetometer resolution and figure of merit,
4. Diurnal magnetometer characteristics,
5. Time constants and cycling rates of other sub-systems,
6. Navigation and position accuracy,
7. Calibration procedures of sub-systems.

Specific criteria for the EM systems that will be examined include:

1. Theoretical and actual depth of penetration,
2. Resolution and sensitivity,
3. Conductivity-thickness aperture,
4. Attenuation of electromagnetic system response with increasing height above a conductive target,
5. Signal to noise ratio,
6. Time constants and cycling rates,
7. Calibration procedures,
8. Ability of the system to differentiate between conductive overburden and bedrock conductors,
9. Ability of the system to provide information conducive to good bedrock geologic mapping, as well as identify conductors,
10. Ability of the survey platform to drape fly in the survey area.
11. Availability of back-up equipment

Specific criteria for the radiometric system that will be examined include:

1. Overall system resolution,
2. Prior history of spectrometer calibrations,
3. Calibration procedures,
4. Spectrum stability,
5. Monitoring procedures, and
6. Rainfall/snowfall procedures

Does the Offeror demonstrate that his or her employees have a clear understanding of the interpretation procedures to be employed on the survey data? Does the Offeror demonstrate that her or his firm or sub-Contractor has adequate computer hardware/software to generate the final maps? Does the Offeror have adequate computer expertise and personnel? Does the Offeror have adequate cartographic procedures and personnel? To what degree does the Offeror meet or exceed our requirements?

Can the Offeror provide any optional services at minimal costs? Are these services of use to the state? Does the Offeror explain the benefits or advantages of those options? Are the optional services or products useful? Can we afford them? If optional maps are offered, are they maps we can not produce ourselves? Are samples included of optional maps?

Consideration will be given to companies providing cost-effective options for cost-effective options such as other maps, ancillary equipment, data presentation, interpretation etc. Such options might include high sensitivity airborne magnetometer or any other cost-effective innovative approach that will maximize the output, achieve superior results while optimizing the cost per square mile.

## **7.4 Qualifications and Experience of Firm and Personnel – 35%**

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

Does the firm have adequate experience in conducting similar surveys? What level of similar Alaskan experience has been documented? What is the firm's record for safety, timeliness, and handling confidential data? Does the firm have a reputation for being within budget and conferring with the client? Does the firm have a reputation for providing quality service and reliable data? Does the Offeror demonstrate expertise in geophysical theory, procedures, modeling, and applying geophysical data to mineral exploration? Are there appropriately qualified individuals and sub-contractors in key positions? Does the firm help clients with their products after the contract is finished? Does the firm suggest new products and ideas that help the customer?

What experience do they have in previous jobs working for the state of Alaska? What experience do they have in previous jobs working for government agencies, such as the U.S. Geological Survey?

Do the examples provided document the quality of expertise and experience needed to complete this contract? Are the examples from previous surveys complete and relevant? Are the references positive; if not are there adequate explanations or extenuating circumstances that should be considered? Are the personnel who are proposed to work on this job the same persons who worked on similar jobs for the firm? Are the personnel proposed to work on this job the same persons who worked on the previous surveys given in the references? Are resumes complete? Are examples included of finished maps at full scale that are similar to the ones we want?

The firm's record of airborne geophysical surveying, experience, references, personnel qualifications, examples of similar surveys and resulting products, are critical elements of the proposal evaluation. Vendors who have been in the primary business of conducting helicopter-borne airborne magnetic and electromagnetic surveys in remote locations for at least the immediate five-year period prior to 2013 will be rated higher than those who have not.

## **7.5 Costs – 40%**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in [Section 2.22](#).

The state will determine which combination of areas/blocks will be awarded based on the lowest cost for the largest area that fits within the available funds that is consistent with the technical requirements in [Section 5](#). All other proposals will be evaluated based on that same area. The proposal that provides the greatest surveyed area for the least cost consistent with the technical requirements will get the maximum cost score. The score for other proposals will be based on their cost to complete the same area and the formula stated above.

## **7.6 Vendor Selection**

Upon completion of the evaluations, the Department of Natural Resources Procurement Officer will review the evaluation process to assure procedures were followed in accordance with this RFP and existing state of Alaska statutes and regulations. This process may include reviewing score

sheets, proposals, discussions or any other materials presented to the Evaluation Committee. The Procurement Officer may recommend that proposals be reevaluated prior to beginning negotiations if there is reason to suspect an error was committed during the evaluation process.

The final decision of the Evaluation Committee will be documented in writing and made a part of the contract file. The Evaluation Committee will recommend for negotiations to the Procurement Officer the Contractor whose proposal best meets the requirements of the project based on the criteria outlined in this RFP.

The apparent successful Contractor will be required to provide the following information during contract negotiations before award of the final contract.

1. Certificate of Insurance
2. Proof of Subcontractor's Alaska Business Licenses
3. Any other information that may be needed for clarification of the Contractor's proposal.

## **A Example of suggested response format to RFP technical specifications**

### **Requirement: Magnetometer System Static Resolution**

The static resolution of the system shall be given. It must be 0.1 nanoteslas (nT) or better. The total field sensors utilized will be either self-orienting or be otherwise independent of the ambient direction of the earth's total magnetic field. The magnetometer shall have an inflight sensitivity of 1.0 nT or better with an ambient range not less than 20,000 to 100,000 nT.

**Offeror Response:** Brand/Model magnetometers are used. These magnetometers have an operating range of 15,000 to 105,000 nT and a sensitivity of 0.0006 nT per  $\sqrt{\text{Hz}}$ . Final data will have noise levels less than 1.0 nT.

### **Requirement: Magnetometer System Sampling Rate**

The maximum sample rate shall be specified for each sensitivity. Readings shall be taken and recorded at a rate of no less than two per second. Ten readings per second are preferred.

**Offeror Response:** Magnetic data are recored at 10 Hz.

## **B Form 02-093 B-1: Indemnity and Insurance**

### **Article 1. Indemnification**

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Contractor and Contracting agency, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term independent negligence is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

### **Article 2. Insurance**

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a notice of cancellation, nonrenewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

**2.4 Aircraft Liability Insurance:** Covering all aircraft used in this contract with liability coverage limits not less than \$10,000,000 combined single limit for bodily injury and property damage and not less than \$500,000 per passenger seat.

The state of Alaska shall be named as additional insured. This insurance shall be considered to be primary and non-contributory to any other insurance carried by the state through self insurance or otherwise.



## **C Form 02-093: Standard Agreement Form and General Contract Provisions**

Form on following pages

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# STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number	2. ASPS Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	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

10. **ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

**ARTICLE 2. Performance of Service:**

2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the contractor.

**ARTICLE 3. Period of Performance:** The period of performance for this contract begins \_\_\_\_\_, and ends \_\_\_\_\_.

**ARTICLE 4. Considerations:**

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.

4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of	Attention: Division of
Mailing Address	Attention:

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

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

Approved as to form per AS 36.30.340: \_\_\_\_\_, Attorney General's Office

## **GENERAL PROVISIONS**

### **Article 1. Definitions.**

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

### **Article 2. Inspections and Reports.**

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

### **Article 3. Disputes.**

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

### **Article 4. Equal Employment Opportunity.**

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problems of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of the contract.

### **Article 5. Termination.**

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

### **Article 6. No Assignment or Delegation.**

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

### **Article 7. No Additional Work or Material.**

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

### **Article 8. Independent Contractor.**

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

### **Article 9. Payment of Taxes**

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

**Article 10. Ownership of Documents.**

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

**Article 11. Governing Law; Forum Selection.**

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

**Article 12. Conflicting Provisions.**

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

**Article 13. Officials Not to Benefit.**

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

**Article 14. Covenant Against Contingent Fees.**

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

**Article 15. Compliance.**

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

**Article 16. Force Majeure.**

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

## **D Vector and ACSII data files of proposed survey areas**

Digital file attached or adjacent to this PDF file. Digital zip file 'rfp2015\_1000\_3107\_blocks.ZIP' contains the following files:

1. tanacross\_blocks.\*: Tanacross areas to be surveyed, ESRI Shape files and ASCII csv file of vertexes, coordinate system: NAD 27 UTM 7N meters
2. tanacross\_blockboundaries\_wgs84\_dd.ply: Tanacross areas to be surveyed in Geosoft polygon file format, coordinate system: WGS 84 decimal degrees
3. highway\_existingdata.\*: data coverage for Alaska Highway Corridor survey
4. fortymile\_existingdata.\*: data coverage for the Forty Mile survey
5. ladue\_existingdata.\*: data coverage for the Ladue survey
6. westernfortymile\_existingdata.\*: data coverage for the Western Fortymile survey

## **E 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)

(1) 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.

(2) 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.

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Name and Title of Authorized Representative

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Signature

Date

## **Instructions for Certification**

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.