

IMPORTANT NOTICE FOR RFP 2010-1000-8731

If you are taking this Request for Proposals (RFP) from the Web-site and are intending on responding to it you MUST let us know the following information either by fax or by e-mail. An acknowledgement of receipt will be sent to you. If you do not send back this information, we will not know to send you any Amendments or Clarifications to this RFP.

Please provide the following information:

Company name: _____

Contact: _____

Telephone: _____

Fax: _____

Email: _____

Return to:

Attn: Dr. Laurel Burns
Division of Geological & Geophysical Surveys
3354 College Road
Fairbanks, Alaska 99709-3707

Fax: (907) 451-5050

Email: Laurel.Burns@alaska.gov

**STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF GEOLOGICAL & GEOPHYSICAL SURVEYS**

**REQUEST FOR PROPOSALS
RFP 2010-1000-8731
ASP 10-10-001**

**Airborne geophysical survey of part of the
southeastern Melozitna and western Tanana quadrangles,
Melozitna mining district,
central Alaska**



Division of Geological & Geophysical Surveys
3354 College Road
Fairbanks, Alaska 99709-3707
(907) 451-5053

RFP ISSUE DATE: June 18, 2009

RFP 2010-1000-8731
ASP 10-10-001

REQUEST FOR PROPOSALS
RFP 2010-1000-8731

**Airborne Geophysical Survey of part of the southeastern Melozitna and western Tanana
quadrangles, Melozitna mining district, central Alaska**

1.	INTRODUCTION AND INSTRUCTIONS	
1.1	Purpose of this Request for Proposals (RFP)	1
1.2	Issuing Office	1
1.3	Mailing Address and Deadline for Receipt of Proposals.....	2
1.4	Questions About the RFP	2
1.5	Location of Work.....	3
1.6	Funding of the Contract.....	3
1.7	Period of Performance.....	3
1.8	Solicitation and Advertising.....	3
1.9	RFP/Contract Management	4
1.10	News Releases.....	4
1.11	Assistance to Offerors with a Disability.....	4
1.12	Federal Requirements.....	4
2.	STANDARD PROPOSAL INFORMATION	
2.1	Proposal Preparation Costs.....	5
2.2	Required Review - Protests Prior to Award	5
2.3	Questions Received Prior to Opening of Proposals.....	5
2.4	Addenda to the RFP	5
2.5	Correction, Modification, or Withdrawal of Proposals.....	5
2.6	Authorized Signature.....	6
2.7	Offeror's Certification.....	6
2.8	Conflict of Interest	6
2.9	Licenses	7
2.10	Subcontractors.....	7
2.11	Joint Ventures.....	8
2.12	Disclosure of Proposal Contents	7
2.13	Multiple or Alternate Proposals	8
2.14	Right of Rejection.....	8
2.15	Evaluation of Proposals	9
2.16	Alaska Proposer's Preference.....	9
2.17	Price Preferences	9
2.18	Cost Evaluation Formula	10
2.19	Interviews for Clarification	10
2.20	Discussions for Best and Final Offers.....	10
2.21	Contract Negotiations.....	11
2.22	Failure to Negotiate.....	11
2.23	Notice of Intent to Award	11
2.24	Informal Debriefing	11
2.25	Protests After Award.....	11

2.26	Supplemental Terms and Conditions	12
2.27	Prior Experience	12
2.28	Vendor Tax ID.....	12
2.29	Qualified Bidders or Offerors.....	12
3.	STANDARD CONTRACT INFORMATION	
3.1	Contract Type.....	13
3.2	Contract Approval.....	13
3.3	Insurance Requirements.....	13
3.4	Standard Contract Provisions.....	13
3.5	Proposal as Part of the Contract.....	13
3.6	Additional Terms and Conditions	13
3.7	Payment Procedures	14
3.8	Contract Personnel	14
3.9	Subcontractors.....	14
3.10	Ownership of Materials	14
3.11	Disputes.....	14
3.12	Reimbursement to the State for Unacceptable Deliverables.....	15
3.13	Contract Invalidation.....	15
3.14	Termination for Default.....	15
3.15	Liquidated Damages.....	16
3.16	Assignment	16
3.17	Contract Changes.....	16
3.18	Right to Inspect Place of Business.....	16
3.19	Confidentiality and Ownership of Documents	16
3.20	Evaluation of Contractor and Subcontractor after Contract Completion.....	16
4.	BACKGROUND INFORMATION	
4.1	Melozitna-Tanana survey area, Melozitna mining district, central Alaska	17
5.	SCOPE OF WORK	
5.1	Project Goals and Objectives	18
5.2	Area to be Surveyed.....	18
5.3	Exploration Exclusion and Confidentiality of Data	18
5.4	Planning.....	19
5.5	Survey Specifications	19
5.6	Instrumentation and Calibration	21
5.7	Reflight Specifications	24
5.8	Data Verification, Inspection, and Quality Control	25
5.9	General Specifications for Data Processing and Interpretation.....	27
5.10	Specifications for Final Products.....	28
5.11	Optional Data Systems Proposed.....	32
5.12	Optional Services/Deliverables Proposed.....	32
5.13	Deliverable Items	32

6.	PROPOSAL SUBMISSION FORMAT	
6.1	Introduction.....	35
6.2	Methodology	35
6.3	Personnel and Firm Qualifications and Experience	36
6.4	Cost Proposal.....	37
7.	EVALUATION CRITERIA AND CONTRACTOR SELECTION	
7.1	Evaluations Process.....	40
7.2	Alaska Proposer Evaluation Factor.....	40
7.3	Methodology	40
7.4	Qualifications and Experience of Firm and Personnel	42
7.5	Costs.....	43
7.6	Vendor Selection.....	43
8.	APPENDICES	44
	Appendix 1: Example of Suggested Response.....	45
	Appendix 2: Form 02-093 B-1: Indemnity and Insurance.....	47
	Appendix 3: Form 02-093: Standard Agreement Form & Contract Provisions	49
	Appendix 4: General Maps of Proposed Survey Area	53
	Figure 1. General location of survey area within Alaska.....	54
	Figure 2. Location of survey area with topography	55
	Survey blocks in digital form (RFP2010-1000-8731Blocks.dxf).....	attached
	(cont.)	to this PDF file

Note: The digital vector file of the survey blocks is to be used for accurate location. The Autocad DXF file (v 2000) is projected in NAD 27, UTM zone 5N.

SECTION 1. INTRODUCTION AND INSTRUCTIONS

1.1 Purpose of this Request for Proposals (RFP)

The Department of Natural Resources is soliciting detailed proposals for an airborne geophysical survey in the Melozitna mining district in part of the Melozitna and Tanana quadrangles in central Alaska. Funding for this survey is provided by the State Airborne Geophysical/Geological Mineral Inventory CIP and the State Operating Budget. The survey for this area will entail acquisition and processing of helicopter-borne electromagnetic and aeromagnetic data.

Please refer to Sections 4 and 5, Appendix 4 of this RFP, and the vector file, RFP2010-1000-8731Blocks.dxf, attached to the Adobe Acrobat PDF for more detailed descriptions and maps of the survey area.

1.2 Issuing Office

Mailing & Physical Address:

Department of Natural Resources
Division of Geological & Geophysical Surveys
3354 College Road
Fairbanks, AK 99709-3707

Telephone: (907) 451-5002, or 451-5021

Contact: Vickie Butherus or Laurel Burns

The Request for Proposals (RFP) will be posted on the DGGS web site <<http://www.dggs.dnr.state.ak.us>> under the "What's New" link and on the State's Online Public Notice site <<http://notes5.state.ak.us/pn>>. The Adobe Acrobat PDF file, RFP2010-1000-8731_DGGS_GP.PDF, contains the text and general location maps and can be accessed using the Adobe Acrobat PDF reader (available at no cost from a link on our page). The Autocad v 2000 file 'RFP2010-1000-8731Blocks.dxf', attached to the PDF document file, contains more accurate positions of the survey blocks, and must be used for final flight location and calculation of costs of survey blocks. The DXF file is in NAD 27, UTM Zone 5N projection. If you have trouble finding the file, please call Simone Montayne (907) 451-5036, or if she is not available, call Laurel Burns (907) 451-5021.

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) copies of their proposal to the issuing office, in a sealed envelope(s) clearly labeled and marked on the envelope as a proposal:

From: Bidder's Return Address

To: State of Alaska
Department of Natural Resources
Division of Geological & Geophysical Surveys
Dr. Laurel Burns
3354 College Road
Fairbanks, AK 99709-3707

TITLE OF PROPOSAL: Airborne geophysical survey of part of the southeastern Melozitna and western Tanana quadrangles, Melozitna mining district, central Alaska

OPENING: July 9, 2009
RFP 2010-1000-8731

Proposals must be received by the issuing office no later than 5:00, Alaska Daylight Saving Time, Thursday July 9, 2009. Failure to meet the deadline will result in disqualification of the proposal without review.

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 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 intent to award of a contract (See Section 2.23) 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 4. It is expected that data reduction and map generation will be done in the Contractor's central processing facilities. However, associated activities such as photography may be done in other locations depending on the methodology described in the Offeror's proposal.

By signature on their proposal, the offeror certifies that:

- (a) the offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report; or
- (b) if the offeror is established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report, a certified copy of the offeror's policy against human trafficking must be submitted to the State of Alaska prior to contract award.

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

Failure to comply with either (a) or (b) of this requirement will cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

1.6 Funding of the Contract

A contract resulting from this RFP for a survey for parts of the Melozitna and Tanana quadrangles is subject to the availability of State appropriations for the purpose of the contract. A maximum of \$550,000 is expected to be available, pending final state administrative approval, to fund the contract for the survey.

It is the intent of the State to survey at least 516 square miles in the mining district survey in 2009, although this RFP solicits responses by additional and different area increments as shown in Table 1, Section 6, and Appendix 4 of this RFP.

It is possible that additional funding may be available from other sources. In the event this happens, the State reserves the right to add areas adjacent to the survey tracts and will negotiate a cost with the Contractor. The additional area will be chosen by the State in line with the goals of this RFP.

1.7 Period of Performance

Period of performance is anticipated to be from July 23, 2009 through June 30, 2010. We intend to release the data and maps for the first set of finished deliverables at the beginning of the Vancouver Roundup, January 18, 2010. The final set of deliverables, the second set, is expected to be delivered by June 25, 2010.

1.8 Solicitation and Advertising

Public notice has been provided in accordance with 2 AAC 12.220. Notices will also be sent to vendors whom we believe may be capable of responding.

1.9 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.

1.10 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.

1.11 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.

1.12 Federal Requirements

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

SECTION 2. STANDARD PROPOSAL INFORMATION

2.1 Proposal Preparation Costs

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

2.2 Required Review - Protests Prior to Award

Offerors must carefully review the RFP for defects and questionable or objectionable material. Such defects must be reported to the contact person 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. That will help prevent the evaluation of proposals based on a defective RFP. Protests based on an omission, error, or the content of the RFP will be disallowed if notice of the defect is not made as set out above.

AS 36.30.560, Article 8, provides that an interested party may protest the content of a solicitation (RFP). If a potential Offeror 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. The protest must include the same information noted in Section 2.25. Protests After Award.

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 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. All addenda will be in writing and issued to all persons who receive copies of this RFP.

2.5 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.

2.6 Authorized Signature

Proposals must be signed by an individual authorized to bind the Offeror to its provisions. The proposal must remain valid for at least ninety (90) days from the proposal receipt deadline.

In responding to this RFP the individual signing the response is certifying under penalty of perjury that the price submitted was independently arrived at without collusion.

2.7 Offeror's Certification

By signature on their proposal, Offerors certify that they are complying with:

- (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.

2.8 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., employed by the State of Alaska) and, if so, the nature of that conflict. The Commissioner, Department of Natural Resources, reserves the right to 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.

2.9 Licenses

All Offerors are required to hold a valid Alaska business license and the necessary applicable professional licenses required by Alaska Statute. For more information on these licenses, contact the Department of Commerce, Community, and Economic Development, Division of Occupational Licensing, P.O. Box 110806 Juneau, Alaska 99811. Telephone (907) 465-2534.

AS 36.30.210(e) requires that Offerors possess a valid Alaska Business License at the time the proposals are due. Offerors must submit evidence of an Alaska Business License with their proposal or within 3 days of a request by the State. Acceptable evidence that the Offeror possesses a valid Alaska business license may consist of any one of the following:

- A. Copy of the Alaska business license;
- B. a certification by the Offeror in the proposal that the Offeror has a valid Alaska business license with the license numbers included 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 business license office; or
- E. a sworn notarized affidavit that the Offeror has applied and paid for the Alaska business license.

Proposals submitted by joint ventures are required to have a license in the name of the joint venture. The business licenses should be in the name of the Offeror, unless otherwise required by the Department of Commerce & Economic Development.

2.10 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.

2.11 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:

- A. 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 2.9 for information regarding evidence of an Alaska business license;
- B. 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 2.16.1 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.

2.12 Disclosure of Proposal Contents

AS 36.30.230 requires that the Procurement Officer open proposals so as to avoid disclosure of contents to competing Offerors during the process of negotiations. To the extent that the Offeror designates and the Procurement Officer concurs, trade secrets and other proprietary data contained in proposals may be considered confidential. Any material considered confidential must be clearly noted in the proposal and include a brief statement as to the need for confidentiality. All proposals and related information will become public information after issuance of the notice of intent to award.

AS 36.30.510 requires that the contract files include a copy of each proposal submitted and be open to reasonable inspection by the public. All proposals and material submitted become the property of the State and may be returned only at the State's option. All proposals submitted will be kept on file by the Department of Natural Resources for a minimum of two years.

2.13 Multiple or Alternate Proposals

In accordance with 2 AAC 12.830, multiple or alternate proposals may be considered responsive and will be evaluated separately.

2.14 Right of Rejection

Offerors must comply with all of the terms of the RFP, with AS 36.30, the State Procurement Code, and all applicable local, state, and federal laws, codes, and regulations.

The Procurement Officer, based on recommendations of the evaluation committee, may reject any proposals that do not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Minor informalities, that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other offers; that do not change the meaning or scope of the RFP; that are trivial, negligible, or immaterial in nature; that do not reflect a material change in the work; or, that do not constitute a substantial reservation against a requirement or provision may be waived by the Procurement Officer.

The State reserves the right to reject all proposals if it is determined that award would not be in the best interest of the State, in accordance with AS 36.30.350. If all proposals are rejected, they will be returned in accordance with AS 36.30.230(B).

2.15 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.

2.16 Alaska Proposer's Preference

2 AAC 12.260 (e) provides Alaska Proposer's a 10 percent overall evaluation point preference. Alaska bidder's, as defined in AS 36.30.170, are eligible for the preference. This preference will be added to the overall evaluation score of each Alaska Proposer. Each Alaska Proposer will receive 10% of the total available points, added to their evaluation score, as a preference.

2.16.1 Qualifying as an Alaska Bidder / Proposer

AS 36.30.170 describes an Alaska bidder as one who;

- [a] holds a current Alaska business license,
- [b] submits a proposal for services under the name as appearing on the person's current Alaska business license,
- [c] has maintained a place of business within the state staffed by the Offeror or an employee of the Offeror for a period of six months immediately preceding the date of the RFP,
- [d] is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership and all partners are residents of the state, and,
- [e] if a joint venture, is composed entirely of ventures that qualify under a. through d. of this subsection, if applicable, refer to 2.11.

It is the responsibility of the Offeror to include in its proposal a statement of their qualification for the Alaska Bidder/Proposer preference.

2.17 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaskan Bidder and Offeror preferences are the two most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Services' web site:

<http://www.state.ak.us/local/akpages/ADMIN/dgs/policy.htm>

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.170(c)

Alaskans with Disability Preference - AS 36.30.170 (e)

Employers of People with Disabilities Preference - AS 36.30.170 (f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs; a list of individuals who qualify as persons with a disability; and a list of persons who qualify as employers with 50 percent or more of their employees being disabled. A person must be on this list at the time the bid is opened in order to qualify for a preference under this section.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the employment program or disabilities preferences described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list, at the time the proposal is opened, and must provide the Procurement Officer a copy of their certification letter. Offerors must attach a copy of their certification letter to their proposal. The Offeror's failure to provide the certification letter mentioned above, with their proposal, will cause the State to disallow the preference.

2.18 Cost Evaluation Formula

The distribution of points based on cost must be determined as follows per AS 36.30.040, .210, .250, and 2 AAC 12.260 (d). The lowest priced proposal receives the maximum number of points allocated to price. Other allocations are determined by this formula:

$$\frac{(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})}{\text{Price of Each Higher Cost Proposal}} = \text{Points awarded for cost}$$

Cost proposals from Alaskan Offerors or proposals entitled to other preferences documented in section 2.17 will be reduced by the appropriate percentage for this calculation. (Reference 2 AAC 12.260 (d)).

2.19 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.

2.20 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.

2.21 Contract Negotiations

Upon completion of the evaluation process contract negotiations will commence. It is anticipated that all contract negotiations will be held at the Department of Natural Resources, Division of Geological & Geophysical Surveys, 3354 College Road, Fairbanks, Alaska, or by teleconference.

2.22 Failure to Negotiate

If the selected Offeror fails to provide the necessary information for negotiations in a timely manner, negotiate in good faith, or cannot perform a substantial portion of the contract within the amount of budgeted funds available for the project, the State may terminate negotiations and negotiate with the next highest ranked Contractor, or terminate the award of the contract.

2.23 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.

2.24 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 Laurel Burns at the issuing office address.

2.25 Protests After Award

In accordance with AS 36.30.560 an interested party may protest an award of contract, or the proposed award of a contract, or a solicitation by an agency. The protest shall be received in writing at the following address within ten (10) calendar days after the Notice of Intent to Award is issued.

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

The protest 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;
- E. The form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies of the protest containing a signature are acceptable.

All Offerors will be notified of any protests. Review of protests, decisions of the Procurement Officer, hearings and appeals will be conducted in accordance with AS 36.30, the State Procurement Code, and Article 8 "Legal and Contractual Remedies."

2.26 Supplemental Terms and Conditions

Proposals must comply with Section 2.14 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:

- a) 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
- b) 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.

2.27 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.

2.28 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.

2.29 Qualified Bidders or Offerors

2 AAC 12.875.

- (a) 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
 - (1) add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
 - (2) be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the solicitation.
- (b) 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

SECTION 3. STANDARD CONTRACT INFORMATION

3.1 Contract Type

The contract awarded as a result of this RFP will be a fixed fee 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 secure satisfactory insurance coverage as required by the Department of Administration, Division of Risk Management. Failure to provide evidence of adequate coverage is a material breach and grounds for termination of the contract.

Offerors must review Appendix B1 to Form 02-093 for details on required coverages. A copy is included in the contract documents package for your reference.

3.4 Standard Contract Provisions

The successful Offeror will be required to sign the standard agreement form for professional services, Form 02-093. A copy is included in the contract documents package for your reference. The Contractor will also be required to comply with the general contract provisions of Appendix A to this form. Any alteration of these general provisions must be approved by the Department of Law before the contract can be accepted by the DNR Procurement Officer.

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

Any dispute associated with this RFP or the contract will be resolved under the laws of the State of Alaska.

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 the contract awarded as a result of this RFP 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 State termination rights under the general contract provisions of Appendix A, which is attached to this RFP.

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 procurement. 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

The Contractor may not assign any portion of the contract without prior written approval from the Procurement Officer and the Project Manager.

3.17 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.

3.18 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.

3.19 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.

3.20 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.

SECTION 4. BACKGROUND INFORMATION

The magnetic and electromagnetic geophysical survey data being sought through this RFP is part of a program to acquire such data on Alaska's most promising mineral belts and districts. 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 this survey will have wide distribution. A description of the area is provided below.

4.1 Melozitna-Tanana survey area, Melozitna mining district, central Alaska

The survey area is adjacent to and mostly north of the Yukon River, and is located about 150 miles west-northwest of Fairbanks and 25 miles west of the village of Tanana (Appendix 4, Figures 1 and 2). Reconnaissance geologic mapping suggests the country rock of the area is composed largely of Paleozoic pelitic schist and quartzite, with lesser greenstone, greenschist, limestone, dolomite, and many small marble bodies. One or more plutons of Cretaceous granite, granodiorite, and other granitic rocks intrude the area. The Kaltag fault, a regional-scale, strike-slip fault, underlies and is sub-parallel to the Yukon River in this area, but may have a large splay north of the Yukon River in the eastern survey tract. Many subsidiary high-angle faults are expected to be associated with this major fault system.

About 13,000 troy ounces of placer gold has been produced from the Melozitna mining district. The area has not been extensively explored. The district contains known plutonic-related gold prospects, and has the potential for hosting porphyry copper \pm molybdenum \pm gold, mesothermal, epithermal, proximal to distal skarn, polymetallic vein deposits. Ductile- to brittle-structural features in the area (including high- and low-angle faults), as well as metamorphic-stratigraphic controls, may play a significant role in controlling the localization of stacked, sheeted-gold vein sets and other mineral occurrences.

SECTION 5. SCOPE OF WORK

5.1 Project Goals and Objectives

The State intends to survey one area for this project contingent on state administrative approval of funding. This geophysical project is part of the Alaska Geophysical/Geological Mineral Inventory Program (AGGMI), which is designed to systematically acquire geophysical, and where necessary, ground-based geological data for state-owned lands having high perceived mineral potential. The primary goals of the AGGMI program are to provide high-quality geophysical and geological data to stimulate private sector mineral exploration activity and investment, thus enhancing Alaska's economy and employment opportunities, and to contribute information for land management decisions. The goal of the Melozitna–Tanana geophysical project is to acquire and distribute appropriate airborne geophysical data in a timely manner, for subsequent use during geologic mapping in a region characterized by metamorphic rocks, igneous intrusions, and high-angle faults associated with the regional-scale Kaltag strike-slip fault system. The geophysical data and maps are expected to stimulate private sector activity and investment by providing insight into possible locations of gold-related intrusions, and high- and low-angle fault sets related to mineralizing systems.

5.2 Area to be Surveyed

The survey area is subdivided into blocks which in general indicate the priority for surveying (Appendix 4, Figures 1 and 2). The downloadable vector file (see Section 1.2 of this RFP for accessing the file) must be used for the block coordinates for the survey; the topographic map in Appendix 4, Figure 2 is only provided as a general guideline. The vector file, 'RFP2010-1000-8731Blocks.dxf', is in Autocad DXF v 2000 format, NAD 27 datum, and UTM Zone 5N projection. Offerors will specify prices for various combinations of blocks shown in Table 1 as set forth in Section 6 of this RFP. The combinations of blocks are designed to provide flexibility in responding to a variety of potential funding appropriation scenarios and cost proposals.

Table 1: Block Sizes for Survey

Area Combination	Survey blocks	Approx. Total sq. miles
1.	A	516
2.	A + B1 + B2	589
3.	A + B1 + B2 + C	642

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.

5.4 Planning

(A) 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 station locations.

(B) 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 timeline.

5.5 Survey Specifications

(A) Survey Platform

The area will be flown by a helicopter platform that is appropriate for accomplishing the tasks specified in this RFP.

(B) Flight Direction

Flight direction shall be N-S. The regional Kaltag fault system lies south of the survey tract and trends NE to E. Many faults and directions are expected in the area because of the Kaltag fault system. Known and suspected high-angle faults trend about N 45°E, N 20°E, and about N 20°W; more fault directions are likely.

(C) Flight Line Spacing

Flight line spacing shall be 1/4 mile. All flight lines, including infills, shall intersect at least two tie-lines. For boundaries not parallel to the flight lines or tie lines a control line will be flown parallel to the boundary.

(D) Tie Lines

Tie lines shall be flown at intervals of approximately three miles. All traverse lines must extend at least one-third mile 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.

(E) 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 500 feet persist over a distance of more than 1/2 mile, except for rugged areas, where flight path deviations will not exceed 650 feet over a distance of more than 1/2 mile. At no point shall spacing between adjacent lines exceed 1,820 feet or be less than 820 feet over a distance of more than 1/2 mile, except for rugged areas, where the spacing between adjacent lines shall not exceed 1,970 feet or be less than 670 feet over a distance of more than 1/2 mile, unless the spacing is required for safety.

If the spacing between survey lines exceeds the specifications in this section for more than 1/2 mile, 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.

(F) Altitude and Tolerance

It is preferred that lines be flown at a mean terrain clearance of 200 feet averaged over any one mile distance. Offerors shall discuss instrumental, legal, and operational factors which require deviation from the 200 feet terrain clearances; in general, it is preferred that deviations not exceed 100 feet.

(G) Flight Line Control

Flight lines shall be controlled by differential GPS. A continuous record of flight path shall be made.

(H) Flight Line Map

A diagram showing flight and tie line paths must be submitted with the proposal.

(I) Flying Speed

It is preferred that maximum flying speed not exceed 80 nautical miles per hour.

(L) 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. The Yukon River particularly may have many established fish camps or areas of semi-permanent populations.

(M) 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:

Lists of big game guides and maps of guide use areas:

<http://www.commerce.state.ak.us/occ/guideusemaps/mainpage.cfm>

<http://www.dced.state.ak.us/occ/apps/GuideUseReg.cfm>

Non-guided hunting seasons:

<http://www.wildlife.alaska.gov/index.cfm?adfg=regulations.hunting>

GIS files of the game management areas (note: only for download during hours that are given when the "online linkage" link is clicked:

<http://mapper.landrecords.info/SpatialUtility/SUC?cmd=vmd&layerid=60>

5.6 Instrumentation and Calibration

The requirements specified in this section 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.

(A) General Requirements

The instrument operator shall maintain and update an equipment log book noting all equipment replacement and repairs throughout the survey and the results of calibration tests carried out on the equipment. This will be checked by the State Project Manager during the inspection visit.

(B) Electromagnetic System

A frequency domain system shall be used. Because the geophysical data will be followed by geologic mapping, an electromagnetic system providing information on the near surface bedrock, structures, lithologies, and conductive zones from areas of exposure is required. The ability to distinguish variations in overburden fill from bedrock variations, i.e. shallow from deep responses, is needed.

Preference will be given to systems, having more frequencies and coil configurations. Systems having a greater theoretical depth of penetration and resolution will be given preference; data acquisition procedures, data reduction procedures, and other technical parameters will also be used in evaluation of the system, however.

The proposal shall contain a general description of the electromagnetic system to be used, stating advantages and disadvantages. In addition, the proposal shall contain the following specific information.

(1) Coil Configuration and Transmitter Power

The orientations and spacings of all coil configurations that will be used shall be specified, as well as RMS amp/turn ratios or other measures of transmitter power.

(2) Frequencies

The frequencies that will be available for use shall be specified.

(3) Noise Levels

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

(4) Sferics

If the frequency of sferic events affects the quality of the electromagnetic data as it is being processed by the acquisition system in real time, survey flying will be suspended.

(5) 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.

(6) 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.

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

(7) Power Line Noise

The level of 60 Hz power line noise shall be monitored; a brief description of the monitor shall be provided.

(8) Sampling Interval

The sampling interval will be 0.1 seconds for all electromagnetic parameters.

(C) Magnetometer System

(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.

(2) 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.

(3) 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.

(4) 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) Digital Record of Earth's Magnetic Field

A 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.

(6) 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 on the ground monitor.

(D) Altimeter Specifications

(1) Type 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.

(2) Altimeter Resolution

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

(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 10 feet or better.

(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.

(E) Navigation and Flight Path Recovery Systems

(1) Navigation Systems Specified

The system used for aircraft navigation shall be specified in detail.

(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.

(3) Flight Path Recovery

The flight path shall be recovered within 50 feet 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.

(F) Digital Records

(1) Digital Data Recording

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

(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 chart trace 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:

- a) All channels of EM data,
- b) magnetometer readings at fine and coarse scales,
- c) radar and barometric altimeter data,
- d) fiducial and time data, and
- e) 60 Hz noise level.

5.7 Reflight Specifications

(A) 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.

(B) Flight Intersections

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.

(C) 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 reflight 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 reflight.

(3) Electromagnetic data—noise and drift

The Contractor will re-fly any line segments that exceed the noise envelope and drift rates specified.

(4) Electromagnetic data—sferics

Should data be acquired during such intense sferic activity that data processing techniques cannot recover useful data, the area impacted shall be reflight.

(5) Excess Diurnal Variation

The Contractor will re-fly any line segments that exceed the tolerance for the diurnal variation.

(6) Other incomplete data

Any non-complete data, such as non-recoverable GPS data, are cause for reflights.

(7) Other technical standards not met

Any non-technically acceptable data, such as periodic oscillations in magnetometer data, are cause for reflights. Data problems must be called to the attention of the State's Project Manager.

(8) 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.

5.8 Data Verification, Inspection, and Quality Control

(A) 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.

(B) Daily Inspection

The digital records shall be examined daily in the field to make certain that the equipment is operating properly, and all data are within technical specifications.

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.

(C) 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 prevent unnecessary reflights if faulty recording 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.
- (4)** Preliminary grids of the magnetics, coplanar and coaxial resistivity, altimetry data, and a digital elevation model will also be produced in the field occasionally as a check on data quality.

(D) 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 preliminary aeromagnetic, coplanar apparent resistivity, and altimetry grids, and flight path vector file be made in the field and be provided to the State Project Manager at a field visitation.

The following are required to be made available to the State Project Manager at a minimum:

- (1) Diurnal records
- (2) Grid of the aeromagnetic data
- (3) Grids of all coplanar and coaxial apparent resistivities
- (4) Grid of the altimeter data
- (5) Calibration results
- (6) Log book of equipment changes
- (7) Videos of the flight path

(E) Final Field Data

The Contractor must provide the State Project Manager with readable digital data discussed as items 1 through 5 in this section [Section 5.8 (E)] before the equipment is demobilized from the general area. Failure to comply with this item may warrant unnecessary expense on the Contractor's part, as remobilization to the area may be necessary.

The Contractor is responsible for demonstrating the integrity of the digital data.

(1) Final Digital Field Linedata

A copy of the raw digital field linedata for all systems will be turned over to the State Project Manager at completion of flying. The linedata must be on DVD and readable by Geosoft. The data shall include x and y position of the flight lines and fiducial points along with the other digital data including but not limited to the sferic, 60 Hz monitoring channels, diurnal, diurnal correction.

(2) Flight Path Data

The Contractor will also provide a digital copy of the flight path in Autocad dxf format, version 2000, with "UTM north up" or other digital format acceptable to the State Project Manager.

(3) Gridded Data

Preliminary grids of the aeromagnetic data, all frequencies of the coplanar and coaxial apparent resistivity data, digital terrain model, and the altimeter data must be given to the State Project Manager in Geosoft format or another format acceptable to the State Project Manager.

(4) Field Project Summary and flight logs

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. A digital copy of the flight logs shall also be provided.

5.9 General Specifications for Data Processing and Interpretation

(A) Magnetic Data

Digital grids and contour maps showing the reduced total field magnetic data shall be prepared for the survey area. Diurnal variations shall be removed by use of the base station magnetometer 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. Before tie-line leveling, a smoothed form of the ground diurnal record shall be removed from the airborne magnetic data. The Contractor shall describe in detail the method proposed for diurnal correction and tie-line leveling. A regional trend (either IGRF or a local trend) shall be removed after discussion with the State Project Manager. 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.

Although the State does not insist on any particular method, the procedure proposed for gridding the magnetic data must meet current industry standards and result in gridded data in Geosoft format. The final cell size is to be 25 m. Describe the process in your proposal.

(B) Apparent Resistivity Data

Digital grids and contour maps showing the coplanar apparent resistivity shall be prepared for the survey area. The apparent resistivity using a pseudo-layer half space model shall be calculated for three combinations of frequencies or times and coil configurations, excluding the areas where the results are thought to be affected by cultural features. The procedures that shall be used in interpretation shall be described in the proposal.

Although the State does not insist on any particular method, the procedure proposed for gridding the resistivity data must meet current industry standards and result in gridded data in Geosoft format. Final cell size is to be 25 m. Describe the process and finished product in your proposal.

(C) 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.

(D) Interpretation of EM Data and Culturally Induced EM Anomalies

The electromagnetic data shall be interpreted to identify bedrock conductors in the survey area. A quantitative estimate of the conductivity as well as the EM response characteristic as a proportion of the anomaly shall be prepared. The EM data should be zero-level corrected, converted to parts per million of the primary field, and lag corrected with the magnetic field measurement. All EM anomalies that are thought to be caused by cultural features as well as those caused by magnetite shall be identified.

Include a discussion of how EM anomalies will be picked and interpreted in the proposal. Resolution of the anomalies, depth estimates, uses for the EM interpretation, and sources for processing programs and interpretation information will be considered. The Offeror should provide examples of the typical symbols and interpretive notation.

(E) Interpretation of Geophysical and Geological Data

Using all geophysical data acquired and geologic information provided by the State, 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, pertinent dates, personnel, survey aircraft used, and instrumentation.
- (2) Technical specification of the survey, a description of problems encountered, a discussion of effectiveness of survey techniques and instrumentation with suggestions for improvement in future surveys.
- (3) Description of the compilation procedure including a flow chart of methodology from correction and editing of raw data to final contour map production; a list of all criteria employed in rejection/acceptance of data; a general explanation of the leveling and gridding procedure.
- (4) An interpretation section, including discussions of the geophysical data and geology in the project area. This section must contain an analysis describing the geophysical signatures from gross geological features, as well as new structural and lithological information that can be inferred from the geophysics. The results of the interpretation should be indicated on interpretation sketch maps, scale 1:63,360, that will be included in map pockets in the report and as vector files on a DVD-ROM.

5.10 Specifications for Final Products

(A) Map products (paper)

(1) List of Map products

Maps that need to be produced for all the areas flown are listed for below in Table 2.

Table 2: Maps Required for All Survey Areas		
Map Products Required	Color or Black/white	Scale
Total Field Magnetic with topography	Full color	1:63,360
Total Field Magnetic with magnetic contours	Full color	1:63,360
First Vertical Derivative with topography	Full color	1:63,360
Total field magnetic map with detailed electromagnetic anomalies; topography and flight path included	Full color	1:31,680
1 st Frequency Apparent Resistivity with topography	Full color	1:63,360
1 st Frequency Apparent Resistivity with resistivity contours	Full color	1:63,360
2 nd Frequency Apparent Resistivity with topography	Full color	1:63,360
2 nd Frequency Apparent Resistivity with resistivity contours	Full color	1:63,360
3 rd Frequency Apparent Resistivity with topography	Full color	1:63,360
3 rd Frequency Apparent Resistivity with resistivity contours	Full color	1:63,360
Interpretation overlay	Black and white or color	1:63,360

(2) Layout

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 township and section grids with Township/Range notations and Latitude/Longitude notations along border of map. Proposed sheet layout and index maps will be provided to the State Project Manager for approval before maps are made.

(3) Plotter/Software Capability for Final Products

Discuss the plotter capabilities and include a test plot or map demonstrating variable line widths and symbols possible for final plots. Include examples of products similar to those we require.

(4) 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) State section grid

The State will provide the Contractor with the section grid in Autocad dxf format. The Contractor must annotate the section grid with suitable township and range numbers for use on some of the maps and to provide digitally to DGGs for customers.

(6) Plotter Paper and Inks for maps

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

(B) Digital products

(1) Plot Files

HPGL/2 and Adobe Acrobat PDF files are to be provided that are compatible with the Hewlett Packard (HP) Design Jet 5000CP or 5000PS plotter for each map product. This includes the interpretation map associated with the project report.

(2) Digital Gridded data

The gridded data need to be oriented for the map products with Geographic north pointing north. The digital gridded data will be made available to DGGs in both UTM north and Geographic north.

(3) Digital Vector Files

Vector files of the magnetic contours, resistivity contours for the EM frequencies used in the maps, interpretation overlays, flight lines, EM anomaly detailed symbols, and state section grid used for the map products are to be provided in Autocad dxf format version 2000 or another

agreed upon format. The vector data are to be provided both with UTM north up and rotated such that geographic north is oriented up.

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.

(4) Digital Linedata

Raw and processed linedata are to be provided in Geosoft ASCII format. The data must contain flight number, line number, date, and fiducial information. X and Y are to be provided in NAD 27, UTM Zone 5N and longitude and latitude are to be provided in WGS 84 UTM Zone 5N. A list of the fields, their resolution, and definitions will be provided to the State Project Manager for approval or modification before the linedata file is constructed.

If the cycling rate for the magnetometer data is less than the EM data, the magnetometer data shall be splined so that a magnetometer value is represented with each EM sequence in the profile archives.

(5) DVDs

Two different DVD-ROM sets will be provided by the Contractor. The first DVD-ROM set, discussed in (c) below, will be provided directly to DGGS customers. The second set, discussed in (c) below, will be supplied to DGGS only.

(a) General Requirements

- 1) Digital data will be supplied on a cDVD or DVD-ROM or other applicable DVD formats readable standard common DVD readers for PC computers.
- 2) Each DVD supplied shall have a unique visual label attached to each DVD and to each enclosing box. Information to be included on the label will be supplied by the State. The DVD cover and label shall be submitted to the Project Manager for approval. The visual label will correlate with supplied descriptive material of the DVD's contents.

(b) Digital Files For Customer DVD

The DVD for customers shall include:

- 1) Raw and final processed data for all systems as described in Section 5.10 (B), Geosoft ASCII XYZ format with Geosoft import template, and in Geosoft binary GDB format.
- 2) Gridded data in both Geosoft (.grd) format and ER Mapper format (.ers) of the grids listed below. At a minimum, data included are the following:
 - a) Total Magnetic Field (in nT).
 - b) Residual Total Magnetic Field (in nT).
 - b) First Vertical Derivative of the Total Magnetic Field.
 - c) Apparent resistivity calculated from three EM frequencies (in ohm-m).
 - d) Digital Elevation Model (in m).

- 3) Vector files in Autocad dxf format version 2000. At a minimum, files include the following:
 - a) Flight path.
 - b) Section lines for use as an overlay for the gridded data.
 - c) Magnetic total field contours with IGRF removed.
 - d) Resistivity contours for three frequencies.
- 4) All maps listed above in Table 2 in Section 5.10 (A) 2 or other-wise produced for this project, except for the interpretation map and the EM anomaly maps, will be included on this DVD as HPGL/2 and PDF (or other agreed upon format) on this DVD.
- 5) Text and other files
 - a) 'Readme' file describing contents of DVD.
 - b) Metadata for the publication (produced in conjunction with DGGS).
 - c) Text file describing contents of linedata database.
 - d) Location figure(s) in jpeg and DXF v 2000 format

(c) Files for Second Digital DVD

Each DVD for archiving shall include all files included in the DVD for customers listed in (b) above, plus the following files at a minimum::

- 1) Raw and final linedata for all systems—Geosoft ASCII (XYZ) and GDB formats.
- 2) Gridded altimetry—Geosoft binary format (.grd), and ER Mapper format (.ers).
- 3) Detailed EM anomalies—
 - a) One file with all EM anomalies in DXF format with separate file for accompanying legend
 - b) Database of the EM anomalies in Geosoft .XYZ format.
- 4) Plot files of the interpretation maps and the EM anomaly maps will be provided as HPGL/2 and PDF (or other agreed upon format).
- 5) Project Report text and figures
 - a) Text in Word format
 - b) Text in PDF format
 - c) Associated figures in acceptable format (such as bmp or tiff)
- 6) All the maps produced for this project will be provided as GeoTiff files at 300 dpi. Describe the process and finished products in your proposal.
- 7) Map surrounds for all maps produced for this project [Section 5.8 F(1) Table 2], including the interpretation map and the location maps. The surrounds should be oriented with “Geographic north up” and should include the state section grid where appropriate. DXF format.
- 8) Text files
 - a) 'Readme' file describing contents of DVD.
 - b) Metadata files for the publications produced to date for the products of this survey; in conjunction with DGGS).
- 9) Adobe Acrobat files of stacked profiles at a scale of 1:31,680. Provide sample with your proposal.

5.11 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 with this EM-Magnetometer 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 secondary systems such as VLF or Gamma Ray Spectrometer or altimeters, etc. Information about acquiring, processing, and interpretation of the data should be included. Discuss any tradeoffs and advantages.

5.12 Optional Services/Deliverables Proposed

Vendors may 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.

5.13 Deliverable Items

The following is a list of required deliverables. Offerors should provide documentation as to their ability to provide these items or alternate deliverables if appropriate.

(A) At Conclusion of Data Acquisition and Field Verification

Partial payments for the survey area will be made upon receipt, verification, and acceptance by the State of the interim products listed in this section (A). These products are to be delivered by the geophysicist-on-site at the State DGGGS office in Fairbanks within 10 days of the end of the field part of the project.

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 (DGGGS) 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 DGGGS office.

The products to be delivered include:

- (1) Copy of the original data on DVD or CD-ROM, containing sufficient information and raw data (e.g. location, altitude, background field records, magnetic field, diurnal, etc.) to produce the deliverables listed in Section 5.13 (C) and (D) of this RFP.
- (2) Digital copy of the flight logs indicating production times, lines flown, operational problems, diurnal data, and other relevant data.
- (3) Dxf file of the flight path at a scale of 1:63,360.
- (4) Preliminary grids of preliminary data acquired for this survey of the aeromagnetic, all apparent resistivity data, and altimetry data in Geosoft or ER Mapper format.
- (5) Digital copies of field project summary document and flight logs.

(B) Interim Products (To be delivered during the course of the project)

- (1) Preliminary versions of the final maps and grids shall be delivered for review before final preparation of the data. The gridded data for the aeromagnetic and three resistivity maps must be in Geosoft format with 25 m cell size.
- (2) A checklist containing files to be included on the DVDS shall be reviewed by both parties before the DVDS are made. The 'readme.txt' and 'metadata.txt' will also be reviewed by both parties before the DVDS are made.
- (3) Preliminary versions of the first DVD set by January 6, 2010.
- (4) Preliminary versions of the second DVD set and Project Report by June 14, 2010.

(C) Final Products for first delivery

Final products listed in this section [5.13 (C)] shall be delivered to the State by January 14, 2010. A standard format for titles, legend, and explanation to be printed on each map will be supplied by the State. The base for all colored maps shall include township and section grids with Township/Range notations and Latitude/Longitude notations along border of map.

Except for laminated maps, all maps are to be folded to fit an 8 1/2 x 11 inch envelope with top right corner visible, and shipped to Fairbanks, Alaska.

- (1) Full color maps at a scale 1:63,360 of the maps listed here. Twenty copies of each map folded as described above. One additional copy of these maps to be laminated.
 - a) total field magnetic data with trend removed with scanned topographic base
 - b) first vertical derivative of total field magnetic data with scanned topographic base
 - c) first frequency coplanar apparent resistivity with scanned topographic base
 - d) second frequency coplanar apparent resistivity with scanned topographic base
 - e) third frequency coplanar apparent resistivity with scanned topographic base
 - f) total field magnetic data with magnetic contour lines and no topography
 - g) first frequency coplanar apparent resistivity with apparent resistivity contour lines and no topography
 - h) second frequency coplanar apparent resistivity with apparent resistivity contour lines and no topography
 - i) third frequency coplanar apparent resistivity with apparent resistivity contour lines and no topography
- (2) Plot files, digital gridded data, digital line data, and contour maps of data in addition to those above from proposed optional systems as specified in Section 5, if they are chosen. One laminated copies of maps.
- (3) DVDS containing files listed in Section 5.10 (B) 5. Twenty-five copies.

(D) Final Products Delivered for Archiving or Later Sale

The products listed in this section [5.13 (D)] shall be delivered for all areas to the State by June 25, 2010.

- (1) All video recordings.
- (2) All calibration records. These records may be included in the project report, which will be determined by discussion between the Contractor and the State Project Manager.
- (3) Total field magnetic and EM anomaly maps containing detailed EM anomaly symbols and magnetite symbols and flight lines. Twenty copies. Scale to be 1:31,680.
- (4) DVDs containing files listed in Section 5.10 (B) 5 (c). Four copies.
- (5) Paper version of the Project Report

One copy of the project report and interpretation sheets are needed on paper. The document should have sequential page numbers for every page; text shall be single-spaced or 1 ½ line spaced.

SECTION 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 1 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 2.9 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 2.16, and statement with regard to any perceived or potential conflicts of interest.

Include a title page showing:

RFP 2010-1000-8731
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.

(A) 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.

(B) 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, altimeter specifications, navigation and flight path recovery systems, digital data recording, specifications for data processing, processing and interpretation of magnetic 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.

(A) Unit Cost Information

The State requests that you provide at a minimum the following generic unit cost formula that you will be using in calculating your total cost. Additional unit cost information may be appropriate.

Table 4: 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.
Optional Services Cost	This should include costs for providing optional services.

(B) Summary Costs by Block

Provide a summary cost proposal based on square miles with each of the following combinations of priority blocks within the area. 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. The combinations of areas and blocks in the table below are designed to accommodate a range of State funding appropriation scenarios:

Table 5: Summary Cost by Block Combination					
Area Combination	Survey blocks	Approx. sq. miles	Total Cost	Cost, Other Proposed Items	Total Cost with Options
1.	A	516			
2.	A + B1 + B2	589			
3.	A + B1 + B2 + C	642			

(C) 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 region and areas within the regions. See Table 6 below.

Table 6: Cost Factors for Various Block Combinations			
Block Combinations from Table 5 above			
Direct Expenses	A	A + B1 + B2	A + B1 + B2 + C
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			
Total by Area/Block Combination			
Optional Services			

SECTION 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, (Section 2.19), or develop a list of proposals reasonably susceptible for award, or request best and final offers, (Section 2.20). 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 Proposer Evaluation Factor -- 10%

10% of the total points available will be awarded to qualified Alaskan vendors in accordance with 2 AAC 12.260(e). For a definition of "Alaskan vendor" refer to Section 2 of 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 middle of January 2010 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 survey platform to drape fly in the survey area.
- (10) Availability of back-up equipment

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 and archive DVDS? 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 subcontractors 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 2009 will be rated higher than those who have not.

7.5 Costs -- 40%

The distribution of points based on cost will be determined as follows per AS 36.30.040, .210, .250, .270 and 2 AAC 12.260(d). The lowest priced proposal for the largest area will receive the maximum number of points allocated to price. Other allocations are determined by this formula:

$$\frac{(Price\ of\ Lowest\ Cost\ Proposal) \times (Maximum\ Points\ for\ Cost)}{Price\ of\ Each\ Higher\ Cost\ Proposal} = Points\ awarded\ for\ cost$$

Cost proposals from Alaska vendors will be reduced by 5% for this calculation. Ref 2 AAC 12.260.

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.

- Certificate of Insurance

- Proof of Subcontractor's Alaska Business Licenses

- Any other information that may be needed for clarification of the Contractor's proposal.

APPENDICES

APPENDIX 1

Example of suggested response format to RFP technical specifications.

Example of suggested response format to RFP technical specifications:

State of Alaska

RFP 2010-1000-8731

(2) Flight Path Recovery

(Your firm) is in compliance with the requirements of the RFP that follow with details shown in bold type:

The flight path shall be recovered within 50 feet of the true position in the along track and course track directions. This accuracy shall be verified by use of a tracking camera or other specified means.

A brand/model VHS color video camera and cassette recorder (i.e., closed circuit television system) operating in the NTSC format will record the flight path terrain passing beneath the aircraft for verification of the GPS navigational information. Time and fiducials will be superimposed on the video recording.

(E) Analog Records

(1) Analog System Specified

(Your firm) is in compliance with the requirements of the RFP that follow with details shown in bold type:

The system used for analog recording shall be specified.

A brand/model thermal graphics printer operating at a speed of 1.5 mm/sec will be used for real-time analog chart presentation of the geophysical data. The specifications for this system are provided in Appendix _____ of this proposal.

(2) Resolution of Analog Records

(Your firm) is in compliance with the requirements of the RFP that follow:

The analog records shall be of sufficient resolution to enable visual checks to be made of the system performance (e.g. noise levels).

APPENDIX 2

Form 02-093 B-1: Indemnity and Insurance

APPENDIX 2 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 30-day prior notice of cancellation, nonrenewal or material change of conditions. 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.

APPENDIX 3

Form 02-093: Standard Agreement Form and General Contract Provisions

Printed as three pages

STANDARD AGREEMENT FORM

1. Agency Contract Number	2. ASPS Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number		6. Alaska Business License Number	
This contract is between the State of Alaska,			
7. Department of		Division	hereafter the State,
8. and,		hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP + 4
<p>9.</p> <p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed</p> <p>4.2 \$_____ in accordance with the provisions of Appendix D.</p> <p>When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
10. Department of		Attention: Division of	
Mailing Address		Attention:	
11. CONTRACTOR			
Name of Firm		<p>13. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the variety, 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.</p>	
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title	Employer ID No. (EIN) or SSN		
12. CONTRACTING AGENCY			
Department/Division		Signature of Head of Contracting Agency or Procurement Officer	Date
Date			
Signature of Project Director		Typed or Printed Name of Authorizing Official	
Typed or Printed Name of Project Director		Title	
Title			

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

02-093 (07/89)

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

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the General Provisions of this contract supersede any provisions in other appendices.

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, contingent fee, or brokerage, 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.

APPENDIX 4

General Maps of Proposed Survey Areas

Note: The Autocad DXF vector file, 'RFP2010-1000-8731Blocks.dxf', contains a more accurate location of the survey blocks, and must be used for final flight location and calculation of costs of survey blocks. The DXF file is in NAD 27, UTM Zone 5N projection.

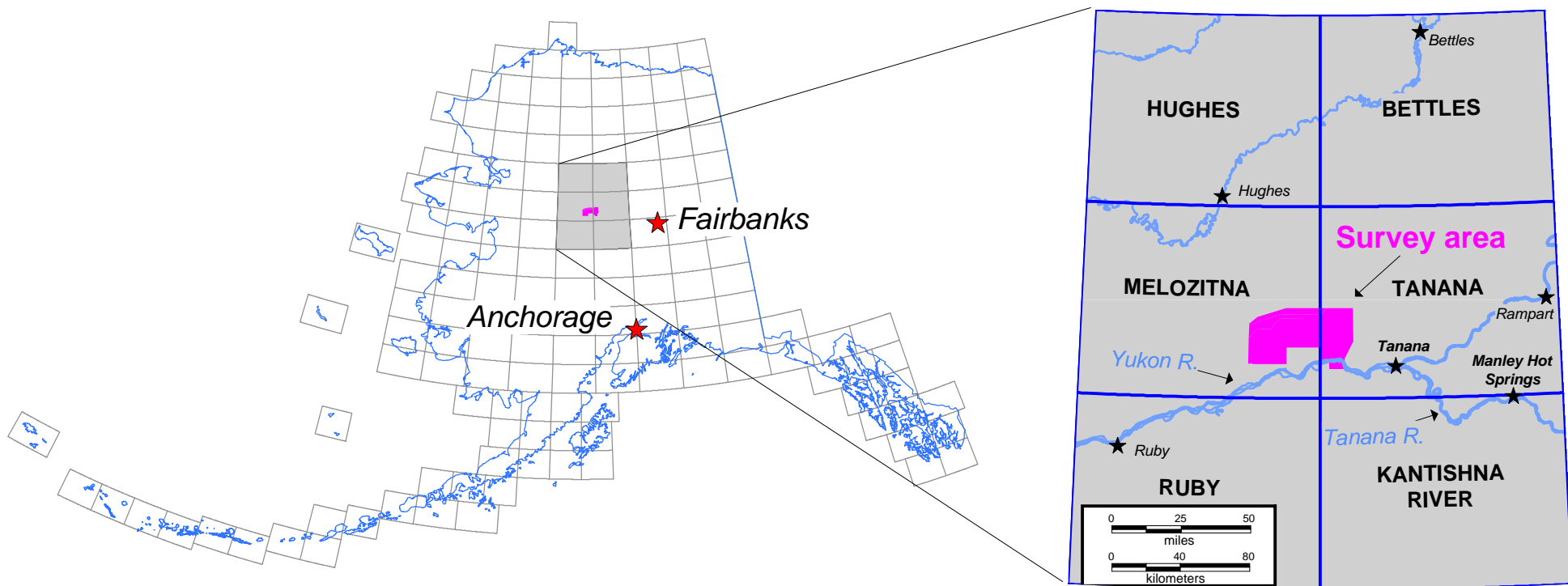


Figure 5.1: General location of the Melozitna-Tanana survey area. Diagram on right shows six 1:250,000-scale U.S. Geological Survey quadrangles.

