



## **STATE OF ALASKA**

Department of Natural Resources

### **Request for Proposal**

RFP 10 190000046 - 1

#### **TITLE:**

Merchandising and Marketing of Alaska State Parks Products

#### **PURPOSE:**

The Department of Natural Resources, Division of Parks and Outdoor Recreation, is soliciting competitive proposals for a qualified contractor to partner in the design, production, and marketing of Alaska State Parks merchandise as specified within this RFP.

This is a reissue of a previously cancelled RFP with the same title.

Important Notice: If you receive this solicitation from the State's Online Public Notice website or IRIS Vendor Self Service portal, you must register with the DNR Procurement Section to receive subsequent amendments. Registration must be in writing and may be made via email to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov) or fax to 907-269-8909. Failure to register with the DNR Procurement Section may result in rejection of your offer.

ADA: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the DNR Procurement Section via email to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov), fax to 907-269-8909, telephone at 907-269-8666 or 269-8687, or TDD at 907-269-8411 not later than 10 calendar days prior to the bid closing date to make necessary arrangements.

**Date of Issue: February 13, 2019**

**Deadline for Receipt of Proposals: March 07, 2019 14:00:00**

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

PROCUREMENT OFFICER: James Sonnier  
TELEPHONE NUMBER: (907)269-8687  
EMAIL: jim.sonnier@alaska.gov

BID RECEIVING LOCATION:  
Support Services ANC Admin  
Attn: Procurement  
550 West 7th Avenue  
Anchorage, AK 99501-3564

### PREFERENCES

Does your business qualify for the Alaska bidder preference?

☐ Yes ☐ No

Does your business qualify for the Alaska veteran preference?

☐ Yes ☐ No

### PROPOSAL SCHEDULE

Event Date	Event Description
03/07/19	Proposals Due; 2 pm

### LINE ITEMS

Line No.	Description	Quantity	Unit	Unit Cost
1	Merchandising and Marketing of Alaska State Parks Products			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
04/01/19	03/31/20			

**Extended Description:**

Design, produce, and market promotional items and clothing for the Division of Parks and Outdoor Recreation as specified within this RFP.

DO NOT INCLUDE COST ON THIS LINE. INCLUDE COST ONLY ON THE COST PROPOSAL SHOWN FOR THIS RFP.

### EVALUATION CRITERIA

<i>The following criteria will be used when determining the award of this solicitation</i>			
Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)
1	Cost	45	
7	AK Offeror Pref	10	
	Understanding	5	
	Method&Mgmt	15	
	Exp&Qual	10	
	Design Samples	15	

### Terms and Conditions

No.	Name	Section
004	Request for Proposals	

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## RFP 190000046

# 1. INTRODUCTION AND INSTRUCTIONS

## 1.01 Purpose of the RFP

The Department of Natural Resources (DNR), Division of Parks and Outdoor Recreation (DPOR), is soliciting proposals for a qualified contractor to partner in the design, production, and marketing of Alaska State Parks (ASP) merchandise as specified within this RFP. A more detailed description including the Scope of Work can be found in Section 3 of this RFP. This is a reissue of a previously cancelled RFP with the same title.

## 1.02 Budget

This will be a **NO COST to the State of Alaska** contract. The Department of Natural Resources, Division of Parks and Outdoor Recreation, has no funds available for this contract. The selected contractor will pay the State an agreed to percentage of the contractor's GROSS sales for merchandise sold or marketed through the contract resulting from this RFP.

The State desires a minimum of 12% of the contractor's gross sales for a contract resulting from this RFP. Offers of less than 12% of the contractor's gross sales may be considered non-responsive and may be rejected by the State. Review Section 3 of this RFP for more information. Proposals requiring expenditure of State funds will be considered non-responsive and will be rejected.

The percentage of the contractor's gross sales shown in the accepted Cost Proposal must remain firm for the duration of the contract. This includes both the initial term and all renewal options.

## 1.03 Deadline for Receipt of Proposals

Proposals must be received by the DNR Procurement Section no later than the prevailing Alaska Time on the date shown on page one of this RFP as the Deadline for Receipt of Proposals. **Because the RFP requires offerors to submit hardcopy design samples, emailed, faxed, oral, or proposals submitted through the IRIS Vendor Self Service (VSS) portal are not acceptable.** Review paragraph 1.07, Return Instructions, for information on submitting proposals.

The Deadline for Receipt of Proposals is subject to change during the solicitation period. Any change in the deadline will be identified in an amendment to the RFP. If issued, the amendment will be posted to the State of Alaska Online Public Notice and IRIS Vendor Self Service websites and will be sent to all who were provided a copy of the RFP or who registered with the DNR Procurement Officer for this RFP.

## 1.04 Prior Experience

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No specific minimums have been set for this RFP.

### 1.05 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

### 1.06 Questions Prior to Deadline for Receipt of Proposals

All questions must be in writing and directed to the DNR Procurement Officer. The interested party must confirm telephone conversations in writing.

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

DNR Procurement Officer: Jim Sonnier – PHONE 907-269-8687; FAX 907-269-8909; TDD 907-269-8411; Email [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov)

### 1.07 Return Instructions

a. If using the U.S. mail, a delivery service, or delivering in person offerors must submit four hard copies of their technical proposal, four hardcopies of their design samples, and one hardcopy of their cost proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Natural Resources  
Support Services Division  
Procurement Section  
Attention: Jim Sonnier  
Request for Proposal (RFP) Number: 190000046  
RFP Title: Merchandising and Marketing of Alaska State Parks Products  
550 W. 7th Avenue, Suite 1330  
Anchorage, Alaska, 99501

Include the offeror's name in the upper left corner of the proposal package.



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The sealed proposal package must be received within the DNR Procurement Office no later than the Deadline for Receipt of Responses. Late proposals will be considered non-responsive and will not be accepted or opened by the DNR Procurement Office.

**Because the RFP requires offerors to submit hardcopy design samples, emailed, faxed, oral, or proposals submitted through the IRIS Vendor Self Service (VSS) portal are not acceptable.**

An offeror's failure to submit its proposal in its entirety to the DNR Procurement Section no later than the Deadline for Receipt of Responses will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

### **1.08 Proposal Contents**

The following information must be included in all proposals.

#### **(a) Authorized Signature**

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

#### **(b) Offeror's Certification**

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

- [a] the laws of the State of Alaska;
- [b] the applicable portion of the Federal Civil Rights Act of 1964;
- [c] the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- [d] the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- [e] all terms and conditions set out in this RFP;
- [f] a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- [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.

#### **(c) Vendor Tax ID**

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A valid Vendor Tax ID must be submitted to the DNR Procurement Section with the proposal or within five days of the state's request.

(d) Conflict of Interest

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

(e) Federal Requirements

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

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

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

### **1.10 Amendments to Proposals**

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

### **1.11 Amendments to the RFP**

If an amendment is issued, it will be sent to all who were provided with a copy of the RFP and to those who have registered with the DNR Procurement Officer after receiving the RFP from the State of Alaska Online Public Notice or IRIS Vendor Self Service web site.

### **1.12 RFP Schedule**

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

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- a. Issue RFP February 13, 2019,
- b. Deadline for Receipt of Proposals March 7, 2019,
- c. Proposal Evaluation Committee complete evaluation by March 12, 2019,
- d. State of Alaska issues Notice of Intent to Award a Contract March 13, 2019,
- e. State of Alaska issues contract March 27, 2019,
- f. Contract start April 1, 2019.

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

### **1.13 Pre-Proposal Conference**

A pre-proposal conference **will not** be held for this RFP.

### **1.14 Alternate Proposals**

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

### **1.15 News Releases**

News releases related to this RFP will not be made without prior approval of the DNR Project Manager.

## **2. BACKGROUND INFORMATION**

### **2.01 Background Information**

Currently merchandising of Alaska State Parks (ASP) promotional items such as shirts, t-shirts, hoodies, greeting and seasons cards, hats, etc. is done through the Department of Natural Resources Public Information Centers (PICs) located in Anchorage and Fairbanks, or through regional park offices. Merchandise was purchased by ASP and provided to the PICs or regional offices for display and over-the-counter sale. Resources were not available for marketing or sale of the merchandise online by the State or for marketing or selling the merchandise through Alaska or out-of-state vendors.

## **3. SCOPE OF WORK AND CONTRACT INFORMATION**

### **3.01 Scope of Work**

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**a. Requirement.** The State of Alaska, Department of Natural Resources (DNR), Division of Parks and Outdoor Recreation (DPOR) is looking for a qualified contractor to partner in the design, production, and merchandising of Alaska State Parks (ASP) merchandise, of which a pre-determined portion of the proceeds will be returned by the selected contractor to the State. Merchandise may include but is not limited to t-shirts, sweatshirts, hoodies, greeting cards, hats, and mugs.

As stated in paragraph 1.02, Budget, of this RFP, the State desires a minimum of 12% of the contractor's gross sales for a contract resulting from this RFP. Offers of less than 12% of the contractor's gross sales may be considered non-responsive and may be rejected by the State. The percentage of gross sales will apply only to the contractor's gross sales. The percentage of the contractor's gross sales shown in the accepted Cost Proposal must remain firm for the duration of the contract. This includes both the initial term and all renewal options.

**b. Intent.** DNR/DPOR envisions a working partnership between a selected contractor and the Alaska State Parks design team and Development Specialist to utilize existing Alaska State Parks logos on merchandise; develop logos and designs for Alaska State Parks commemorative events; and independent contractor development of logos and designs for marketing and sale of Alaska State Parks merchandise. The selected contractor will be responsible for establishing a relationship with merchandise vendors that are U.S. based and operated, using Alaskan vendors whenever possible; the creation and production of merchandise; and the marketing and sale of merchandise throughout the State of Alaska and nationwide. The selected contractor must have the ability to have merchandise ready for marketing and distribution before May 1<sup>st</sup> of each contract year beginning in May of 2019.

The selected vendor will also be required to work with Alaska State Parks concessionaire contractors that operate State Parks approved gift shops as part of their concessionaire for possible marketing of merchandise through the concessionaire's gift shop. Current concessionaires with approved gift shops are Kahootz, LLC located at Rika's Roadhouse and Friends of State Parks – Mat-Su located at the Alaska Veteran's Memorial in Denali State Parks. Contact information on these concessionaires and any other concessionaire-run State Parks approved gift shops that may open during the contract period will be provided to the successful contractor.

The contractor may display items for sale in the Department of Natural Resources Public Information Centers (PICs) located in Anchorage and Fairbanks or in Alaska State Parks offices statewide, however actual sale of products would be done through the contractor's business and not through the PIC or Parks area office.

The State may be able to provide a link on the DNR website to the selected contractor's website. If the contractor desires to do this it would be coordinated with the Alaska State Parks project manager.

**c. Made in U.S. and Alaska Vendor Requirement.** Per the requirements of Alaska Statute

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(AS) 41.21.026 governing Division of Parks and Outdoor Recreation merchandise: "To the extent practicable, the department shall sell only merchandise produced or manufactured, including printing, screen printing, and embroidery, in the United States that, subject to AS 36.30, is procured from either an Alaska bidder or a person that employs prisoners under AS 33.30.191(b)." Use of Made in Alaska and products listed on the current Alaska Product Preference list is also desired. Information on these and other programs managed by the Department of Commerce, Community, and Economic Development, Division of Economic Development can be found at the following link: <https://www.commerce.alaska.gov/web/ded/DEV.aspx>. Use of Alaska Forest Product Preference and Alaska Agricultural and Fisheries Product Preference as specified within Alaska Statute 36.15.010 and 36.15.050 are also desired.

**d. Contract Terms and Conditions.** In addition to the Standard Terms and Conditions listed in Appendix A and Indemnification and Insurance requirements of Appendix B1 (attached to this RFP) the selected contractor will also be required to sign the Division of Parks and Outdoor Recreation logo licensing agreement. An example of the logo license agreement is attached to this RFP. The selected contractor will also be required to have written approval from the Division of Parks and Outdoor Recreation on all additional designs and merchandise and for any online marketing.

**e. Experience Requirements.** Any offeror submitting a proposal in response to this RFP must be an established company that is in the business of designing, producing, and marketing promotional merchandise. No specific minimum has been set on the minimum amount of experience required by the state for offerors submitting a proposal in response to this RFP, however, a minimum of three years of experience is desired. Offerors should highlight their experience in designing, producing, and marketing promotional items and merchandise, preferably within the State of Alaska.

**f. Division of Parks and Outdoor Recreation Mission and Vision.**

1) Mission: The Division of Parks and Outdoor Recreation provides outdoor recreation opportunities and conserves and interprets natural, cultural, and historic resources for the use, enjoyment, and welfare of the people.

2) Vision: The Alaska Division of Parks and Outdoor Recreation envisions an affordable and accessible system of parks that provide diverse, safe, year-round, high-quality, family-oriented, outdoor recreation experiences; statewide programs that enhance the enjoyment and stewardship of the state's outdoor recreation, natural, historic and cultural resources; and a dedicated, professional staff that fully meets the needs of the public.

**g. Proposal Contents.** Offerors should carefully review Section 4, Proposal Contents, and Section 5, Evaluation Criteria and Contractor Selection, for suggestions regarding structuring their proposal and information that should be included within the proposal.

**3.02 Contract Term and Work Schedule**

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The initial term of the contract will be one year from the date of award or approximately April 1, 2019 through March 31, 2020. There will be four, one-year, renewal options for this contract. Renewal options are to be exercised at the sole discretion of the State under the same terms, conditions and specifications of the contract and subject to a continuing need for the service. If all renewal options are exercised, the contract will expire on March 31, 2024.

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

### 3.03 Deliverables

The contractor will be required to provide the following deliverables:

- a. Monthly financial report with information on the merchandise produced and marketed, targeted audience, gross sales amount, gross sales amount, and amount remitted to the State of Alaska, Department of Natural Resources;
- b. Quarterly financial reports in July and January of each contract year consolidating information from the monthly reports for the previous three month period (January through March; April through June; July through September; and October through December); and
- c. Bi-annual meetings in June and December of each contract year with Division of Parks and Outdoor Recreation management on merchandising and marketing plans for the upcoming six month period. Upon agreement between the contractor and state, meetings may be held via teleconference, WEBEX, in person, or by another mutually agreed to method.

The contractor will also be expected to comply with any Federal, State, Department, or Division requirements and provide any required information for audits, meetings, or other needs of the directing agency.

### 3.04 Contract Type

This contract is a **NO COST to the State of Alaska** contract. The contractor will pay the State an agreed to amount based on the contractor's GROSS sales for merchandise sold or marketed through the contract resulting from this RFP. As stated in paragraph 1.02, Budget, of this RFP, The State desires a minimum of 12% of the contractor's gross sales for a contract resulting from this RFP. Offers of less than 12% of the contractor's gross sales may be considered non-responsive and may be rejected by the State. The percentage of the contractor's gross sales shown in the accepted Cost Proposal must remain firm for the duration of the contract. This includes both the initial term and all renewal options.

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### 3.05 Proposed Payment Procedures

The selected contractor will make monthly payments to the State of Alaska, Department of Natural Resources. Payment amount will vary based upon the percentage of the contractor's GROSS sales of merchandise sold or marketed by or through the contractor. Percentage of the contractor's GROSS sales will be the percentage agreed to in the offer selected for award of the contract.

### 3.06 Contract Payment

Not applicable to this RFP.

### 3.07 Location of Work

The location the work is to be performed, completed and managed is at the contractor's established business.

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

Occasional travel may be required to the Division of Parks and Outdoor Recreation (DPOR) in Anchorage, Alaska, to meet with division management, administrative, and design team staff during the performance of the contract. Travel to other locations within the State of Alaska may also be required for meetings on commemorative or other such events. Travel will be coordinated between the contractor and DPOR staff. Unless otherwise agreed to by the state, travel to Anchorage or other areas within the State of Alaska by contractor staff will be the sole responsibility of the contractor and at the contractor's sole expense. Travel arranged by the state for state or contractor employees will be subject to the provisions of Alaska Administrative Manual (AAM) 60 – Travel. If travel is required for state employees it will be paid for by the state.

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

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

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

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

### 3.08 Third-Party Service Providers

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The contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) SOC 1, SOC 2, or SOC 3 report(s). Failure to provide required reports may be treated as a material breach and may be a basis for a finding of default.

### **3.09 Subcontractors**

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the subcontractor's name and address; type of work the subcontractor will be performing; percentage of work the subcontractor will be performing; and a statement signed by the subcontractor that clearly verifies the subcontractor is committed to render the services required by the contract.

Subcontractor experience shall not be considered in determining whether the offeror meets the requirements set forth in Section 1.04 Prior Experience of this RFP. However, the prime contractor will be held solely responsible for the quality of all work performed by subcontractor(s) under the contract resulting from this RFP. At its sole discretion, and at risk of non-renewal or cancellation of the contract, the state may require a contractor to replace a subcontractor for substandard work or providing non-contract compliant products or merchandise.

Subcontractors will be expected to comply with the Alaska Business and other license provisions shown in paragraph 6.02 of this RFP and provide required proof of insurance upon 5 days written request from the State.

Subcontractors will be required to sign the Division of Parks and Outdoor Recreation logo licensing agreement, an example of which is attached to this RFP, before award will be made to the primary contractor. Primary contractor will also be required to provide the Division of Parks and Outdoor Recreation with a copy of the signed logo licensing agreement prior to award of the contract.

An offeror's failure to provide this information within the time set may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the sole discretion and with prior written approval of the Division of Parks and Outdoor Recreation.

### **3.10 Joint Ventures**

Joint ventures will not be allowed.

### **3.11 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.



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### **3.12 Contract Personnel**

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

### **3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project manager may instruct the contractor to make corrections or modifications if needed to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

### **3.14 Contract Changes - Unanticipated Amendments**

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

The contractor will not commence additional work until the project manager has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee.

### **3.15 Nondisclosure and Confidentiality**

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the

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confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

- Information determined by the Division of Parks and Outdoor Recreation to be of a sensitive or proprietary nature and not releasable to the public; and
- Copies of any State of Alaska, or Department of Natural Resources, or Division of Parks and Outdoor Recreation, or Alaska State Parks logos or designs without expressed written permission of the agency.

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

### **3.16 Insurance Requirements**

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

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

Offerors must review form APPENDIX B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be set out in the offeror's proposal.

### **3.17 Termination for Default**

If the project manager determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached to this RFP.

## **4. PROPOSAL FORMAT AND CONTENT**

### **4.01. Proposal Format and Content**

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

### **4.02 Introduction**

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

Proposals must confirm that the offeror will comply with all provisions in this RFP and, if applicable, provide notice that the firm qualifies as an Alaskan bidder.

Proposals must be signed by a company officer empowered to bind the company.

Proposals must include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest as required by paragraph 1.08(d) of this RFP.

An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

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#### **4.03 Understanding of the Project**

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

#### **4.04 Methodology and Management Plan**

Offerors must provide comprehensive narrative statements that set out the methodology and management plan they intend to employ and illustrate how the methodology and management plan will serve to accomplish the services outlined within this RFP. Offerors should address the types of Alaska State Parks promotional gear and clothing items they envision merchandising; proposed use of Made in U.S., Made in Alaska, Alaska Product Preference, Alaska Forest Product Preference, or Alaska Agricultural and Fisheries Product Preference products and services; methods and locations they envision designing, producing, and marketing the merchandise, including use of Alaskan companies and subcontractors and marketing through State Parks concessionaire contractors that operate approved gift shops, or particular printing processes the contractor may desire to use; proposed interaction with the Division of Parks and Outdoor Recreation design team and Development Specialist to design, produce, and market the merchandise during the term of the contract; approximate annual volume of Alaska State Parks merchandise you anticipate being able to market; ability to market merchandise statewide; ability to have merchandise ready for marketing and distribution before May 1st of each contract year; pertinent problems and issues related to the project and potential solutions to mitigate or overcome the issue; and other information the offeror feels may illustrate how they intend to accomplish the services outlined within this RFP.

If an offeror intends to use subcontractors, the offeror must identify in the proposal the subcontractor's name and address; type of work the subcontractor will be performing; percentage of work the subcontractor will be performing; and must provide a statement signed by the subcontractor that clearly verifies the subcontractor is committed to render the services required by the contract and will adhere to the requirements of the logo licensing agreement.

#### **4.05 Experience and Qualifications**

Offerors must provide a narrative description of the organization of the project team and illustrate the lines of authority. Description should be specific as to who will be responsible for interacting with DNR staff during each phase of the contract such as marketing, merchandising, overall contract management, etc.

Offerors must clearly illustrate their experience in designing, producing, and marketing promotional items and merchandise. A minimum of three years of experience is desired. Offerors should highlight their experience in designing, producing, and marketing promotional items and merchandise, preferably within the State of Alaska.

Offerors should outline the mission and vision of their organization and how their mission and

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vision complements the Division of Parks and Outdoor Recreation Mission and Vision stated within this RFP.

Offerors must provide a minimum of three reference names, current email addresses, and current phone numbers for similar projects the offeror's firm has completed. References may not include current employees of the Division of Parks and Outdoor Recreation. Either a list of references or letters of reference are acceptable to meet this requirement. The State may, at its sole discretion, contact references during the evaluation process.

#### **4.06 Design Samples**

Offerors must provide a minimum of three design samples for evaluation. Design samples should be of an outdoors theme, preferably Alaskan outdoors theme. Either black and white or color, or a mixture of black and white and color, design samples are acceptable.

The design samples must be a hardcopy document per the requirements of paragraph 1.07, Return Instructions, in this RFP. Design samples must be submitted on paper, cardboard, or equivalent "hard" stock no smaller or larger than 8 ½ inches by 11 inches (letter size). Design sample orientation on the submittal medium (stock), i.e. landscape or portrait, will be at the offeror's discretion.

Reference to a website to review the design samples in lieu of hardcopy samples; or virtual samples; or emailed documents; or submittal of designs larger or smaller than 8 ½ inches by 11 inches (letter size), are not acceptable.

#### **4.07 Cost Proposal**

Offeror must submit the Cost Proposal form attached to this RFP within their proposal package. Submittal instructions are shown in paragraph 1.07 of this RFP. The State will evaluate and award cost based upon a percentage of the contractor's GROSS sales of Alaska State Parks merchandise in the offered proposal. As stated in paragraph 1.02, Budget, of this RFP, The State desires a minimum of 12% of the contractor's gross sales for a contract resulting from this RFP. Offers of less than 12% of the contractor's gross sales may be considered non-responsive and may be rejected by the State. The percentage of the contractor's gross sales shown in the accepted Cost Proposal must remain firm for the duration of the contract. This includes both the initial term and all renewal options. Review Sections 5 and 6 of this RFP for more information on cost and evaluation of cost.

#### **4.08 Evaluation Criteria**

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.

An evaluation may not be based on discrimination due to the race, religion, color, national

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origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

## **5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**

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

### **5.01 Understanding of the Project (5%)**

Proposals will be evaluated against the questions set out below:

- a. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- b. Has the offeror demonstrated an understanding of the state's time schedule and can meet it?
- c. To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

### **5.02 Methodology and Management (15%)**

Proposals will be evaluated against the questions set out below:

- a. How comprehensive is the methodology and management and does it depict a logical approach to fulfilling the requirements of the RFP?
- b. How well does the methodology match and achieve the objectives set out in the RFP?
- c. How well does the offeror outline the types of Alaska State Parks promotional gear and clothing items they envision merchandising and to what degree do the proposed items support the desires of the Division of Parks and Outdoor Recreation?
- d. How well does the offeror propose using Made in U.S., Made in Alaska, or Alaska Product, Forest Product, or Agricultural and Fisheries Product preference merchandise and to what degree do these items meet the requirements of Alaska Statute 41.21.026 shown in paragraph 3.01.c of this RFP?
- e. How well does the offeror outline the methods and locations they envision designing, producing, and marketing the merchandise and to what degree do the envisioned methods and locations include using Alaskan companies or Alaskan subcontractors and through Alaska State Parks concessionaire contractors that operate State Parks approved gift shops?
- f. How often does the offeror envision interacting with the Division of Parks and Outdoor Recreation design team and Development Specialist in designing, producing, and marketing the merchandise during the term of the contract?

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g. To what degree does the offeror outline their ability to have merchandise ready for marketing and distribution prior to May 1<sup>st</sup> of each contract year?

h. To what degree is the approximate annual volume of Alaska State Parks merchandise the offeror anticipates being able to market feasible and viable?

i. How well has the offeror identified pertinent issues and potential problems related to the project and how feasible are the proposed solutions to mitigate or overcome the issue or problem?

j. To what degree has the offeror included any other information within the proposal they feel may illustrate how they intend to accomplish the services outlined within the RFP?

k. If an offeror intends to use subcontractors, how well did the offeror identify in the proposal the subcontractor's name and address, type of work the subcontractor will be performing, and the percentage of work the subcontractor will be performing, and did the offeror include a statement or memo signed by the subcontractor that clearly verifies the subcontractor is committed to render the services required by the contract and will adhere to the requirements of the logo licensing agreement?

### **5.03 Experience and Qualifications (10%)**

Proposals will be evaluated against the questions set out below:

a. To what degree does the organization of the project team clearly illustrate the lines of authority specifically regarding interaction with DNR staff during each phase of the contract with regards to design, producing, marketing, overall contract management, etc.?

b. To what degree does the offeror's experience in designing, producing, and marketing promotional items and merchandise include providing such items for a private park or local, state, or federal government park or park system, or of an outdoor nature?

c. How well does the offeror's experience include designing, producing, or marketing promotional items and merchandise within the State of Alaska?

d. Did the offeror outline the mission and vision of their organization and how well does their mission and vision complement the Division of Parks and Outdoor Recreation mission and vision stated within the RFP?

e. Did the offeror provide a minimum of three reference names or letters of reference for similar projects the offeror's firm has completed and how well does the information provided indicate the compatibility of the work with the Division requirements shown within this RFP?

### **5.04 Design Samples (15%)**

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Proposals will be evaluated against the questions set out below:

- a. Did the offeror submit a minimum of 3 design samples and were the samples within the 8 ½ inches by 11 inches (letter size) requirement shown within paragraph 4.06 of this RFP?
- b. To what degree are the design samples of an outdoor theme, preferably an Alaskan outdoor theme?
- c. To what degree are the samples submitted of a visual and aesthetic quality of that desired by the Division of Parks and Outdoor Recreation?

#### **5.05 Contract Cost (45%)**

To avoid the appearance of price influencing scoring, Cost will be scored only by the Procurement Officer.

Overall, a minimum of 45% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.12.

##### **Converting Cost to Points**

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

#### **5.06 Alaska Offeror Preference (10%)**

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

### **6. GENERAL PROCESS INFORMATION**

#### **6.01 Informal Debriefing**

When the contract is completed, an informal debriefing may be performed at the discretion of the Division of Parks and Outdoor Recreation. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

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

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the



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Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

### **6.03 Site Inspection**

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

### **6.04 Clarification of Offers**

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

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procurement officer or the PEC may be adjusted as a result of a clarification under this section.

## **6.05 Discussions with Offerors**

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

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

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

## **6.06 Evaluation of Proposals**

The procurement officer or an evaluation committee made up of at least three state employees or public officials will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION. After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

## **6.07 Contract Negotiation**

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

If contract negotiations are commenced, they may be held in the Denali conference room, Suite 1330. located on the 13<sup>th</sup> floor of the Robert B. Atwood Building in Anchorage, Alaska.

If the contract negotiations take place in Anchorage, Alaska, the offeror will be responsible for

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their travel and per diem expenses.

## **6.08 Failure to Negotiate**

If the selected offeror

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

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

## **6.09 Offeror Notification of Selection**

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

## **6.10 Protest**

AS 36.30.560 provides that an interested party may protest the content of the RFP. An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract." If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract. If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

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

- a. the name, address, and telephone number of the protester;
- b. the signature of the protester or the protester's representative;
- c. identification of the contracting agency and the solicitation or contract at issue;
- d. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

### **6.11 Application of Preferences**

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Service's web site: <http://doa.alaska.gov/dgs/pdf/pref1.pdf>

Alaska Products Preference - AS 36.30.332  
 Recycled Products Preference - AS 36.30.337  
 Local Agriculture and Fisheries Products Preference - AS 36.15.050  
 Employment Program Preference - AS 36.30.321(b)  
 Alaskans with Disabilities Preference - AS 36.30.321(d)  
 Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.

### **6.12 Alaska Bidder Preference**

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

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- a. holds a current Alaska business license prior to the deadline for receipt of proposals;
- b. submits a proposal for goods or services under the name appearing on the offeror'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 proposal;
- 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 (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- e. if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

#### Alaska Bidder Preference Statement

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

### **6.13 Alaska Veteran Preference**

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

- a. sole proprietorship owned by an Alaska veteran; or
- b. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- c. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

#### Alaska Veteran Preference Statement

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In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

#### **6.14 Alaska Offeror Preference**

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

#### **6.15 Formula Used to Convert Cost to Points**

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

Price of Lower Cost Proposal adjusted by application of State of Alaska Preferences x Maximum Points for Cost / Cost of Highest Priced Proposal = Points

Points will be rounded up or down to the nearest 10<sup>th</sup> (.1) of a percent.

#### Examples: Converting Cost to Points & Applying Preferences

##### Formula Used to Convert Cost to Points

Step 1: List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1 15%  
Offeror #2 10%  
Offeror #3 5%

Step 2: In this example, the RFP allotted 40% of the available 100 points to cost. This means that the highest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

The reason they receive that amount is because the highest cost proposal, in this case 15%, receives the maximum number of points allocated to cost, 40 points.

Offeror #2 receives 26.7 points.

10% lower cost x 40 maximum points for cost = 400 / 15% cost of Offeror #1's proposal = 26.7

Offeror #3 receives 13.3 points.

5% lower cost x 40 maximum points for cost = 200 / 15% cost of Offeror #1's proposal = 13.3

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### Alaska Offeror Preference

Step 1: Determine the number of points available to qualifying offerors under this preference.

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

Step 2: Determine which offerors qualify as Alaska bidders and thus are eligible for the Alaska offerors preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

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

Step 3: Add the applicable Alaska offerors preference amounts to the offeror's scores:

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

Step 4: Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

## **7. General Legal Information**

### **7.01 Standard Contract Provisions**

The contractor will be required to sign and submit the State's Standard Agreement Form generated by the IRIS database or the State's Standard Agreement Form for Goods and Non-Professional Services Contracts. Appendix A, General Conditions, of the contract document is attached to this RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

### **7.02 Proposal as a Part of the Contract**

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

### **7.03 Additional Terms and Conditions**

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

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#### **7.04 Human Trafficking**

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report. The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>. Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

#### **7.05 Right of Rejection**

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

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

Minor informalities that:

- a. do not affect responsiveness;
  - b. are merely a matter of form or format;
  - c. do not change the relative standing or otherwise prejudice other offers;
  - d. do not change the meaning or scope of the RFP;
  - e. are trivial, negligible, or immaterial in nature;
  - f. do not reflect a material change in the work; or
  - g. do not constitute a substantial reservation against a requirement or provision;
- may be waived by the procurement officer.

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

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

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

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

#### **7.07 Disclosure of Proposal Contents**

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to



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reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

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

### **7.08 Assignment**

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

### **7.09 Disputes**

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

### **7.10 Severability**

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

### **7.11 Supplemental Terms and Conditions**

Proposals must comply with SEC. 1.12 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.

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## **7.12 Contract Invalidation**

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

## **7.13 Solicitation Advertising**

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

## **8. ATTACHMENTS**

**8.01 Proposal Evaluation Form**

**8.02 Standard Agreement Form, Appendix A, General Conditions**

**8.03 Appendix B1**

**8.04 Offeror's Checklist**

**8.05 Cost Proposal**

**8.06 Example of Division of Parks and Outdoor Recreation Licensing Agreement**

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## 8.01 PROPOSAL EVALUATION FORM

Offeror Name: \_\_\_\_\_  
Evaluator  
Name: \_\_\_\_\_  
Date of Review: \_\_\_\_\_  
RFP Number: 190000046, Merchandising and Marketing of Alaska State Parks Products

### EVALUATION CRITERIA AND SCORING

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

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

#### 5.01 Understanding of the Project—5 Percent

Maximum Point Value for this Section - 5 Points  
100 Points x 5 Percent = 5 Points

Proposals will be evaluated against the questions set out below.

a. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

NOTES:

b. Has the offeror demonstrated an understanding of the state's time schedule and can they meet it?

NOTES:

c. To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

**EVALUATOR'S POINT TOTAL FOR 5.01:** \_\_\_\_\_

#### 5.02 Methodology and Management—15 Percent

Maximum Point Value for this Section - 15 Points  
100 Points x 15 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

a. How comprehensive is the methodology and management and does it depict a logical approach to fulfilling the requirements of the RFP?

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NOTES:

b. How well does the methodology match and achieve the objectives set out in the RFP?

NOTES:

c. How well does the offeror outline the types of Alaska State Parks promotional gear and clothing items they envision merchandising and to what degree do the proposed items support the desires of the Division of Parks and Outdoor Recreation?

NOTES:

d. How well does the offeror propose using Made in U.S., Made in Alaska, or Alaska Product, Forest Product, or Agricultural and Fisheries Product preference merchandise and to what degree do these items meet the requirements of Alaska Statute 41.21.026 shown in paragraph 3.01.c of this RFP?

NOTES:

e. How well does the offeror outline the methods and locations they envision designing, producing, and marketing the merchandise and to what degree do the envisioned methods and locations include using Alaskan companies or Alaskan subcontractors and through Alaska State Parks concessionaire contractors that operate State Parks approved gift shops?

NOTES:

f. How often does the offeror envision interacting with the Division of Parks and Outdoor Recreation design team and Development Specialist in designing, producing, and marketing the merchandise during the term of the contract?

NOTES:

g. To what degree does the offeror outline their ability to have merchandise ready for marketing and distribution prior to May 1st of each contract year?

NOTES:

h. To what degree is the approximate annual volume of Alaska State Parks merchandise the offeror anticipates being able to market feasible and viable?

NOTES:

i. How well has the offeror identified pertinent issues and potential problems related to the project and how feasible are the proposed solutions to mitigate or overcome the issue or

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problem?

NOTES:

j. To what degree has the offeror included any other information within the proposal they feel may illustrate how they intend to accomplish the services outlined within the RFP?

NOTES:

k. If an offeror intends to use subcontractors, how well did the offeror identify in the proposal the subcontractor's name and address, type of work the subcontractor will be performing, and the percentage of work the subcontractor will be performing, and did the offeror include a statement or memo signed by the subcontractor that clearly verifies the subcontractor is committed to render the services required by the contract and will adhere to the requirements of the logo licensing agreement?

NOTES:

**EVALUATOR'S POINT TOTAL FOR 5.02:** \_\_\_\_\_

### **5.03 Experience and Qualifications—10 Percent**

Maximum Point Value for this Section - 10 Points

100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

a. To what degree does the organization of the project team clearly illustrate the lines of authority specifically regarding interaction with DNR staff during each phase of the contract with regards to design, producing, marketing, overall contract management, etc.?

NOTES:

b. To what degree does the offeror's experience in designing, producing, and marketing promotional items and merchandise include providing such items for a private park or local, state, or federal government park or park system, or of an outdoor nature?

NOTES:

c. How well does the offeror's experience include designing, producing, or marketing promotional items and merchandise within the State of Alaska?

NOTES:

d. Did the offeror outline the mission and vision of their organization and how well does their

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mission and vision complement the Division of Parks and Outdoor Recreation mission and vision stated within the RFP?

NOTES:

e. Did the offeror provide a minimum of three reference names or letters of reference for similar projects the offeror's firm has completed and how well does the information provided indicate the compatibility of the work with the Division requirements shown within this RFP?

NOTES:

**EVALUATOR'S POINT TOTAL FOR 5.03:** \_\_\_\_\_

#### **5.04 Design Samples—15 Percent**

Maximum Point Value for this Section - 15 Points  
100 Points x 15 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

a. Did the offeror submit a minimum of 3 design samples and were the samples within the 8 ½ inches by 11 inches (letter size) requirement shown within paragraph 4.06 of this RFP?

NOTES:

b. To what degree are the design samples of an outdoor theme, preferably an Alaskan outdoor theme?

NOTES:

c. To what degree are the samples submitted of a visual and aesthetic quality of that desired by the Division of Parks and Outdoor Recreation?

NOTES:

**EVALUATOR'S POINT TOTAL FOR 5.04:** \_\_\_\_\_

**EVALUATOR'S COMBINED POINT TOTAL FOR SECTIONS 5.01 THROUGH 5.04:** \_\_\_\_\_

#### **5.05 Contract Cost — 45 Percent**

To avoid the appearance of cost influencing scoring Sections 5.05 and 5.06 will be evaluated only by the Procurement Officer.

Maximum Point Value for this Section — 45 Points  
100 Points x 45 Percent = 45 Points

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To avoid the appearance of price influencing scoring, Cost will be scored only by the Procurement Officer.

Overall, a minimum of 45% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.12.

#### Converting Cost to Points

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

**PROCUREMENT OFFICER'S POINT TOTAL FOR COST:** \_\_\_\_\_

#### **5.06 Alaska Offeror Preference — 10 Percent**

Point Value for this Section — 10 Points

100 Points x 10 Percent = 10 Points

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

**PROCUREMENT OFFICER'S POINT TOTAL FOR ALASKA OFFEROR'S PREFERENCE ( EITHER 0 OR 10):** \_\_\_\_\_

#### **5.07 COMBINED TOTAL**

This section will be completed by the Procurement Officer.

a. Evaluator's Combined Total for Sections 5.01 – 5.04: \_\_\_\_\_

b. Procurement Officer's Evaluation for Section 5.05: \_\_\_\_\_

c. Procurement Officer's Evaluation for Section 5.06: \_\_\_\_\_

d. **TOTAL EVALUATED SCORE:** \_\_\_\_\_

e. Procurement Officer's Initials: \_\_\_\_\_ and Date Completed: \_\_\_\_\_.

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## APPENDIX A GENERAL CONDITIONS

### 1. Inspections and Reports:

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

### 2. Suitable Materials, Etc.:

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

### 3. Disputes:

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

### 4. Default:

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

### 5. No Assignment or Delegation:

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

### 6. No Additional Work or Material:

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

### 7. Independent Contractor:

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

### 8. Payment of Taxes:

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

### 9. Compliance:

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

### 10. Conflicting Provisions:

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



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#### **11. Officials Not to Benefit:**

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

#### **12. Contract Prices:**

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

#### **13. Contract Funding:**

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

#### **14. Force Majeure:**

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

#### **15. Contract Extension:**

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

#### **16. Severability:**

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

#### **17. Continuing Obligation of Contractor:**

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

#### **18. Governing Law; Forum Selection**

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

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## **APPENDIX B<sub>1</sub>** **INDEMNITY AND INSURANCE**

### **Article 1. Indemnification**

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “Contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

### **Article 2. Insurance**

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

- 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 claim.
- 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 claim.

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## 8.04 OFFEROR'S CHECKLIST

This checklist is provided as a courtesy to prospective offerors. While every effort has been made to ensure this checklist is complete, it is still the offeror's responsibility to make sure they comply with all requirements of this RFP.

The following documents must be received by the DNR Procurement Office prior to the deadline set for receipt of proposals for your proposal to be considered responsive.

\_\_\_\_\_ 1. **Technical Proposal including Design Samples** submitted as required by paragraph 1.07 of this RFP.

\_\_\_\_\_ 2. **Cost Proposal.** Submitted separately within the proposal package as required by paragraph 1.07 of this RFP.

\_\_\_\_\_ 3. **MANDATORY RETURN Amendment(s).** Written acknowledgement of MANDATORY RETURN amendment(s) either within the proposal package or submitted separately in an email or fax to DNR Procurement. Must be received no later than the Deadline for Receipt of Proposals.

\_\_\_\_\_ 4. Copy of DD214 with Privacy Act information redacted out if claiming an Alaska Veterans preference.

\_\_\_\_\_ 5. Copy of Division of Vocational Rehabilitation certification letter if claiming the Alaska Employment Program or Alaskans with Disabilities preference.

### Reminders:

1. It is the offeror's responsibility to make sure they comply with all requirements of this RFP and submit all required documents.

2. Cost proposal and technical proposals are to be submitted in separate packages within the proposal package. Review paragraph 1.07, Return Instructions, for more information.

3. Emailed, faxed, oral, or proposals submitted through the IRIS Vendor Self Service portal are not acceptable and will be rejected.

4. Proposals must be received in their entirety no later than the Deadline for Receipt of Proposals. Late proposals will be considered non-responsive and will be rejected.

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## 8.05 COST PROPOSAL, RFP 190000046, MERCHANDISING AND MARKETING OF ALASKA STATE PARKS PRODUCTS

This Cost Proposal must be submitted separately as required by paragraph 1.07, Return Instructions, shown in the RFP.

As stated in paragraph 1.02, Budget, of this RFP, The State desires a minimum of 12% of the contractor's gross sales for a contract resulting from this RFP. Offers of less than 12% of the contractor's gross sales may be considered non-responsive and may be rejected by the State.

The percentage of the contractor's gross sales shown in this Cost Proposal must remain firm for the duration of the contract. This includes both the initial term and all renewal options.

**1. Percentage Offered:** I am offering a percentage of \_\_\_\_\_ % of Gross Sales of merchandise bearing the Alaska State Parks logo.

### 2. Preference Certification:

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

**3. Amendments:** The bidder acknowledges receipt of the following amendment(s) issued for this RFP: \_\_\_\_\_.

### 4. Bidder Information:

Company Name:
Authorized Person Printed Name:
Authorized Person Signature:

<b>Solicitation Assemble</b> <b>190000046</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Merchandising and Marketing of Alaska State Parks Products	<b>Page 45 of 45</b>
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Date Signed:
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## ALASKA STATE PARKS LOGO PROMOTIONAL GEAR/CLOTHING LICENSE AGREEMENT

Agreement # SK-001

The State of Alaska, Department of Natural Resources, Division of Parks and Outdoor Recreation (“DPOR”), with its principal place of business at 550 West 7<sup>th</sup> Ave, Suite 1380, Anchorage, AK 99501, hereby grants a license to \_\_\_\_\_ located at \_\_\_\_\_, (“Licensee”), on the following terms:

1. **License.** For the purpose of promoting awareness and visitation of *Alaska State Parks*, DPOR hereby grants to Licensee a limited, non-exclusive, royalty-free license to use DPOR’s *Alaska State Parks* logos as depicted on page 6 (“Logos”) in connection with the manufacturing, distribution, and/or sale of the authorized *Alaska State Parks* promotional gear and clothing items identified in Exhibit 1 (the “Licensed Products”). DPOR retains any right not expressly granted herein.

2. **Ownership.** Licensee acknowledges that DPOR is the exclusive owner of the Logos and other *Alaska State Parks* marks identified in Exhibit 2, including all rights in trademark, copyright, goodwill, or other interests or rights associated therewith. Licensee agrees that it will not ever adopt, use, register, or attempt to register anywhere in the world any name, mark, logo, or designation that is confusingly similar to the Logo, the designation *Alaska State Parks*, or any other *Alaska State Parks* marks. All use of the Logo by Licensee shall inure to the benefit of DPOR.

3. **Restrictions on Use.** So long as this agreement is in effect, Licensee shall support the *Alaska State Parks* and conduct itself in the best interests of the *Alaska State Parks*.

#### 4. **Quality Control.**

a. All Licensed Products manufactured, distributed, or sold by Licensee shall be of the highest quality and shall display the Logos in a tasteful manner that reflects positively on DPOR and its *Alaska State Parks* program. All designs will be approved by a DPOR designee. Licensee shall comply with any guidelines for using the Logo which DPOR may adopt from time to time.

b. DPOR retains the right to specify the format in which Licensee shall use and display the Logos, and Licensee shall only use or display the Logos in a format approved by DPOR. DPOR also retains the right to approve the vendors or retailers to whom Licensed Products are sold, and the locations or stores where Licensed Products can be sold.

c. Only accurate reproductions of the Logos may be utilized on Licensed Products, and except for size, Licensee shall not alter the Logos in any manner, including style, proportions, colors, or elements, nor animate, morph, or otherwise distort the Logo's perspective or appearance.

The Logo must appear by itself on any Licensed Product and may not be combined with any other graphic or textual elements without prior written consent of DPOR.

d. All Licensed Products manufactured, distributed, or sold pursuant to this Agreement must bear an *Alaska State Parks* “Official Gear” hang tag or sticker.

e. Licensee shall not sell or distribute any Licensed Products until DPOR has received and approved samples thereof. Once DPOR has approved a Licensed Product, any subsequent alternation, modification, or change in such item must be reviewed and approved in writing by DPOR prior to implementation of such alternation, modification, or change.

5. **Website Use.** Licensee may use the Logos on its website to advertise or promote the sale of Licensed Products, so long as such use makes an accurate reference to DPOR and/or its products or services. Licensee agrees to not ever use the Logos on any website that infringes upon DPOR’s intellectual property or other rights; or violates any applicable state or federal law. DPOR shall not be responsible for Licensee’s website or any products or services advertised thereon.

6. **Books and Records.** Licensee shall maintain records of vendors or retail outlets purchasing the Licensed Products, including a list of the particular item or products sold, wholesale price, and, if known, retail sale price. These records shall be submitted to DPOR at the end of each quarter, or promptly upon demand if otherwise requested in writing by DPOR.

7. **Disclaimer of Warranties; Indemnification.** DPOR DISCLAIMS ALL WARRANTIES REGARDING ITS LOGOS, INCLUDING WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS AND ANY WARRANTIES THAT MAY BE IMPLIED BY APPLICABLE LAW. ALL USE OF THE LOGOS IS AT LICENSEE’S OWN RISK, AND LICENSEE AGREES TO INDEMNIFY THE STATE OF ALASKA AND DPOR AGAINST ALL CLAIMS AND LIABILITY THAT MAY ARISE FROM LICENSEE’S USE OF THE LOGOS, EXCEPT TO THE EXTENT THAT SUCH CLAIM AND LIABILITY IS BASED ON TRADEMARK INFRINGEMENT WHEN LICENSEE HAS USED THE LOGOS IN COMPLIANCE WITH THIS AGREEMENT. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. **Infringement.** Licensee agrees to immediately notify DPOR of any infringement or potential infringement or unauthorized uses of the Logos of which Licensee may become aware, by written notification, sent by certified mail to the Director, Department of Parks and Outdoor Recreation, 550 West 7<sup>th</sup> Ave, Suite 1380, Anchorage, AK 99501, with a copy sent by certified mail to the Alaska Department of Law, 1041 W. 4<sup>th</sup> Avenue, Suite 200, Anchorage, AK 99501-1994, Attn: Natural Resources Section Supervisor. The words “Alaska State Parks -- Notice of Infringement” shall be put in the subject line of any such notification. DPOR may take such action which in its sole discretion it deems appropriate with respect to such infringements or unauthorized uses.

## 9. Termination.

9.1 This Agreement and all rights granted hereby to Licensee shall automatically terminate without notice from Licensor upon a material breach of any provision of this agreement, including without limitation if (i) Licensee adopts, uses, registers, or attempt to register anywhere in the world any name, trademark, logos, or designation that is confusingly

similar to the Logos or any other *Alaska State Parks* marks, in violation of Section 2 of this Agreement; (ii) Licensee violates the restriction of use provisions of Section 3 of this Agreement; (iii) Licensee attempts to assign, sublicense, transfer, or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee by or in connection with this Agreement, in violation of Section 10(a) of this Agreement; or (iv) Licensee uses the Logos in a manner not expressly permitted by this Agreement.

9.2 In the event of a breach (or threatened breach) of this Agreement by Licensee, DPOR shall have the right to obtain immediate injunctive relief or other equitable relief in a court of competent jurisdiction, without the necessity of proving any actual damages, it being understood that due to the unique value of the rights granted herein, there is no adequate remedy at law.

9.3 This agreement shall automatically expire at the same time as the merchandising contract on (insert date) \_\_\_\_\_ unless terminated pursuant to sections 9.1 or 9.2.

## 10. Miscellaneous Provisions.

a. Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations under this Agreement without DPOR's prior written consent.

b. This license shall be governed by Alaska law and controlling U.S. federal law. Venue for any action arising from this license shall be brought in either state superior court or federal district court in Anchorage, Alaska.

c. The failure to insist upon the strict performance of the terms, conditions and provisions of this Agreement shall not be a waiver of future compliance or a waiver of any other provision hereof. No waiver of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by a duly authorized officer of such party.

d. This license does not create an agency, employee/employer relationship, partnership, or franchise between DPOR and Licensee.

e. If any provision of this Agreement is held by a competent jurisdiction to be contrary to law, all remaining provisions of this Agreement will remain in full force and effect.

f. If Licensee is a non-profit corporation, this Agreement must be accompanied by a duly-acknowledged resolution from the corporation's board of directors approving the corporate signatory's authority to sign this Agreement.

g. Until such time as (i) regulations are adopted by DPOR with respect to the *Alaska State Parks*, or (ii) this Agreement is terminated as provided under Section 9 above, DPOR shall limit the licensing of promotional clothing items to organizations that are based in Alaska.

h. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.



i. This Agreement including the terms of the attached merchandising contract constitutes the entire understanding of the parties and revokes and supersedes all prior agreements, oral or written, between them and may not be modified or amended except in a writing signed by both parties.

j. This Agreement shall become effective on the latest date upon which this Agreement is fully executed by the parties.

k. All rights granted to Licensee under this Agreement are subject to change without further notice upon adoption of regulations (as applicable) by DPOR with respect to *Alaska State Parks*.

STATE OF ALASKA, DEPARTMENT OF  
NATURAL RESOURCES, DIVISION OF  
PARKS AND OUTDOOR RECREATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXAMPLE

**EXHIBIT 1**

T-Shirts  
Sweatshirts or Hoodies  
Baseball or Trucker caps  
Beanies  
Mugs  
Magnets

EXAMPLE

## **EXHIBIT 2**

### **Alaska State Parks Marks**

#### **Logos:**

“Alaska State Parks” logo and “Alaska Gear” logo

#### **Marks and Designations:**

“Alaska State Parks” and Official Gear of Alaska State Parks”

