

STATE OF ALASKA REQUEST FOR PROPOSALS



BIG DELTA STATE HISTORICAL PARK OPERATION AND MANAGEMENT

RFP 190000038

ISSUED 11/14/2018

THE DEPARTMENT OF NATURAL RESOURCES IS SEEKING PROPOSALS FROM QUALIFIED OFFERORS FOR OPERATION AND MANAGEMENT OF THE BIG DELTA STATE HISTORICAL PARK NEAR DELTA JUNCTION, ALASKA.

ISSUED BY:

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF SUPPORT SERVICES
550 W. 7th Ave., Suite 1330
Anchorage, AK 99501

PRIMARY CONTACT:

MARLYS HAGEN, CPSM, C.P.M.
PROCUREMENT OFFICER
MARLYS.HAGEN@ALASKA.GOV

(907) 269-8666

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

RFP No. 190000038

Operation and Management of Big Delta State Historical Park

INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

The State of Alaska, Department of Natural Resources, is offering an opportunity for a qualified entity to obtain a Concession Contract to operate and manage Big Delta State Historical Park. The site is located eight miles north of the community of Delta Junction at Mile 274.5 of the Richardson Highway.

The RFP contains numerous contract stipulations that should be read and understood before a proposal is offered. It is up to the prospective operator to decide how the facility will be managed, and if the prospective contractor has the necessary skills and time available to successfully manage the required duties. If the contractor fails to provide satisfactory service, the contract may be terminated without refund. The State does not guarantee that the contractor will make sufficient income or profit to sustain proposals or operations authorized with this contract, and the State does not assume any risk of loss. The Contract only authorizes the operator to use a State Park area to conduct a legal commercial enterprise.

1.02 Budget

The contractor must make a minimum payment to the State of at least 3 percent of monthly gross revenues.

Contract fee increases may be negotiated periodically throughout the life of this contract¹² to ensure a fair return to the state.

1.03 Deadline for Receipt of Proposals

Proposals must be received in their entirety 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. Fax or emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

Proposals received after that date and time will be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

1.04 Prior Experience

In order for offers to be considered responsive, offerors must be able to document that they have performed at least two years of public or visitor services similar or related to that required herein.

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

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 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.

Procurement Officer: Marlys Hagen – PHONE 907-269-8666 - FAX 907-269-8909 - TDD 907-269-8411 – Email dnr.ssd.procurement@alaska.gov

1.07 Return Instructions

Responses through the IRIS Vendor Self-Service (VSS) are not acceptable.

If using the U.S. mail, a delivery service, or delivering in person offerors must submit four hard copies of their technical proposal 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: Marlys Hagen
Request for Proposal (RFP) Number: 190000038
RFP Title: Operation and Management of Big Delta state Historical Park
550 W. 7th Avenue, Suite 1330
Anchorage, Alaska 99501

The sealed proposal package(s) must be received within the DNR Procurement Office not 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.

If submitting a faxed proposal it is the offeror's responsibility to contact the DNR Procurement Section at 907-269-8666 or 907-269-8687 to make arrangements prior to faxing the proposal and to confirm that the

proposal has been received. The DNR Procurement Section's fax number is 907-269-8909. If submitting a proposal by fax please send only one copy of the technical and cost proposal. Faxed proposals must be received in their entirety by the DNR Procurement Section not later than the Deadline for Receipt of Responses. The Dept. of Natural Resources is not responsible for delays in transmission. Late proposals will be considered non-responsive and will be rejected.

If submitting a proposal via email the technical proposal and cost proposal must be saved as separate PDF documents and emailed to dnr.ssd.procurement@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line. The maximum size of a single email (including all text and attachments) that can be received by the state is **20mb** (megabytes). If the email containing the proposal exceeds this size the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. Please send only one copy of the technical and cost proposal if submitting a proposal via email. It is the offeror's responsibility to contact the issuing agency at 907-269-8666 or 907-269-8687 to confirm that the proposal has been received. The Dept. of Natural Resources is not responsible for unreadable, corrupt, or missing attachments, or delays in transmission. Timely receipt of emailed proposals will be determined by the "Received" time stamp in the dnr.ssd.procurement@alaska.gov email box. Also, DNR Procurement will not accept emailed proposals in a modifiable file format, i.e., MS Word, etc. Emailed proposals must be received in their entirety by the DNR Procurement Section not later than the Deadline for Responses. Late proposals will be considered non-responsive and will be rejected.

An offeror's failure to submit its proposal in its entirety to the DNR Procurement Section not 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

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

(d) Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The 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 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 provided to all who were provided with a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice 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.

- a. Issue RFP November 13, 2018,
- b. Pre-proposal conference: November 20, 2018.
- c. Deadline for Receipt of Proposals: December 4, 2018,
- d. Proposal Evaluation Committee complete evaluation by: December 11, 2018,

- e. State of Alaska issues Notice of Intent to Award a Contract: December 11, 2018,
- f. State of Alaska issues contract: December 26, 2018,
- g. Initial contract period: December 26, 2018 to December 31, 2023 with the option to renew for two additional ten year terms for a total possible contract term of 25 years.

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 **NON-MANDATORY** pre-proposal conference will be held at 11:30 a.m. Alaska Time, on Tuesday, November 20, 2018 at Big Delta State Historical Park, Mile 274.5 Richardson Highway, Delta Junction, Alaska. The purpose of the conference is to discuss the work to be performed with prospective offerors, allow them to ask questions concerning the RFP, and tour the facility. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

PLEASE NOTE: Any offeror who desires to attend the Pre-Proposal Conference must contact the Procurement Officer to confirm attendance. If no potential offerors confirm attendance, there will not be a DNR representative at the facility, and the pre-proposal conference will be cancelled.

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

Big Delta State Historical Park gives visitors an opportunity to take a walk back in time. The park is comprised of Rika's Roadhouse and the Big Delta State Historic District, both on the National Register of Historic Places. The historic district was an important crossroad for prospectors, travelers, traders, and the military during the early days of the 20th century. Rika's Roadhouse, the centerpiece of the park, served travelers of the historic Valdez-to-Fairbanks Trail from 1913 to 1947. Also located at the park are the Delta Historical Society Museum, the

McCarty Washington to Alaska Military Cable and Telegraph System (WAMCATS) station and the Alaska Road Commission (ARC) site. The park is located 8 miles north of Delta Junction, Alaska at Mile 274.5 of the Richardson Highway.

Rika's Roadhouse and Homestead were owned by the Alyeska Pipeline Company in the 1970's. Through the diligence of the Delta Historical Society, Rika's Roadhouse was placed on the National Register of Historic Places in 1976. The Alyeska Pipeline Company transferred the property to the State of Alaska in 1977. The Division of Parks and Outdoor Recreation entered into a land use agreement with the Alyeska Pipeline Company in 1987 for additional acreage to support parking facilities. The Big Delta Historic Site was placed on the National Register of Historic Places in 1991. In 1992, the State of Alaska acquired a lease and later gained title from the U.S. Bureau of Land Management for the property that was once the site of the U.S. Signal Corps military reservation, where the WAMCATS station and ARC site are located.

Big Delta State Historical Park was established to preserve and interpret the site, its buildings, and its structures as representative of important periods and themes in Alaska's history; Rika's Roadhouse providing a vital link in services for travelers on the Valdez-Fairbanks Trail and for pioneers who settled in the area, the U.S. signal Corps military reservation as the site of the McCarty WAMCATS telegraph station and the development of a communication system in Alaska, and the ARC site and the development of the transportation network in Alaska.

Since Big Delta State Historical Park was established the State has invested considerable funds in the site in reconstruction efforts and has been able to restore this site to the historic character of Alaska in the early 1900's. The park includes five historical buildings with interpretive displays (Rika's Roadhouse, Rika's barn, McCarty WAMCATS telegraph office, McCarty WAMCATS military residence cabin, and ARC storage cabin), two replicas of historic buildings (homestead outbuilding, serving as the Delta Historical Society Museum, and the vacant ARC garage), one historic building serving as a public use cabin for Alaska State Parks (ARC ferryman's cabin), six historic structures (springhouse, windmill, ARC vehicle scales, homestead garden, outhouse, and cold cache), five sites of lost historic buildings and structures (McCarty WAMCATS telegraph station mess hall cabin site, McCarty WAMCATS station stable site, McCarty Trading Post site, Rika's house site, and wooden bridge site), two historic trails (Valdez to Fairbanks Trail and Prospector's Trail), and three graves (Rika's and two early locals).

Facilities also include a parking lot with a total of 44 parking sites (including 23 large pull-through sites), four picnic sites, one bulletin board kiosk, 13 interpretive panels, two outdoor vaulted latrines, a 21-site RV camping area, and one RV dump station.

Visitation and Use Patterns

The Park received 10,000 visitors during the 2018 season. Tour groups made up most of the park's visitation totaling 6,339. These visitors enjoyed a meal at the restaurant, shopped at the gift shop and took a quick self-guided tour of the historic buildings and interpretive displays. Independent travelers and locals also visited the park. During 2018, 3,033 visitors paid entrance fees. Another 140 vehicles stayed over-night in the campground and 15 paid dump station fees.

Premier Alaska Tour Company, Princess, and Holland America Tours anticipate increased visitation in 2019.

Historic Operating Budget

The current contractor and permittee gross sales for 2018 totaled \$184,966. This included food sales (\$98,877), gift sales (\$64,984), entrance fees (\$15,165), camping fees (\$2,800), per client fees (\$3000), and dump station fees (\$140). During 2018, the restaurant and gift shop were open 10:00am to 4:00pm May 15 through September 11, 2018

Utility Estimates

Propane	\$2,000 - 2,500
Heating Oil	\$2,500 - 3,000
Electricity	\$7,700 - 8,000
Solid Waste Disposal	\$1,800 - 2,000

3. SCOPE OF WORK AND CONTRACT INFORMATION

3.01 Scope of Work

The Division of Parks and Outdoor Recreation's goal is to contract with a qualified entity which, through a variety of revenue generating techniques, will operate and maintain Big Delta State Historical Park in a self-supporting manner that is compatible with the purposes for which the park was established - to preserve and interpret the site, its buildings, and its structures as representative of important periods and themes in Alaska's history;

- Rika's Roadhouse providing a vital link in services for travelers on the Valdez-Fairbanks Trail and for pioneers who settled in the area;
- the U.S. signal Corps military reservation as the site of the McCarty WAMCATS telegraph station and the development of a communication system in Alaska, and;
- the ARC site and the development of the transportation network in Alaska.

The Permittee will be responsible for managing the park like the State's previous management, including providing janitorial and facility maintenance and repairs, resource protection, public services, site supervision, and fee collection. The permittee will be responsible for operating the Restaurant Facility.

In return for operating and maintaining the park, the Permittee will be allowed to collect fees for: overnight camping, daily parking, historic site access fees, historic tours, firewood sales, restaurant, and gift sales. All additional business conducted in the parks must be related to outdoor recreation. Respondents should specify in their proposals the types and dollar amounts of fees they intend to charge, as well as any additional business activities they intend to pursue, for consideration by the State during proposal evaluations and permit negotiations. See Appendix 8.11 for concession contract stipulations

3.02 Contract Term and Work Schedule

The length of the contract will be from the date of award, approximately December 26, 2018 until

December 31, 2023.

There will be two (2) ten-year, renewal options for this contract, which are to be exercised at the sole discretion of the State.

3.03 Deliverables

The contractor will be required to provide the following deliverables:

The contractor will be responsible for managing the park like the State's previous management, including providing janitorial and facility maintenance and repairs, resource protection, lawn, garden, and animal care, public services, site supervision and fee collection.

The contractor will also be responsible for providing all supervision and management, labor, supplies, and materials necessary for café maintenance and food service operations. The food service will be available to the public between 9 a.m. and 5 p.m. from May 15th through September 15th.

Detailed descriptions of required services are contained in Appendix 8.11, Proposed Contract Stipulations.

3.04 Contract Type

This contract is a concession contract.

3.05 Proposed Payment Procedures

The Contractor shall pay to the State during the entire term of this contract for the right to exercise the privileges herein contained, a minimum consideration of 3 percent of monthly gross revenues. Any payments to the State shall be made on or before the 15th of each calendar month, unless otherwise negotiated with the Project Director. The payment shall be based on gross revenues of the preceding calendar month. Payments to the State shall be made to the Project Director.

The Maintenance Generalist will turn on the water and get the roadhouse and café running in the spring and shut the water system down in the fall without charge the first season. If the concessionaire requires start-up and shutdown procedures in following years, they will be billed \$61.96/hr. The concessionaire will also be billed for any other maintenance requested.

3.06 Prompt Payment for State Purchases

Not applicable to the RFP or the resulting contract.

3.07 Contract Payment

Contract payments must be received by the Project Director prior to the 15th of each calendar month. Failure to submit the payment may result in termination of the contract. Any late payments under this contract shall, in addition to allowing the State to declare a breach of contract obligations, accrue interest owed to the State at the maximum rate allowed under AS 45.45.010(a).

3.08 Location of Work

Big Delta State Historical Park is located at Mile 274.5 Richardson Highway, Delta Junction Alaska.

By signature on their proposal the offeror certifies that;

- (a) all services provided under this contract by the contractor and all subcontractors shall be performed in the United States; and
- (b) 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/g/tip/>

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

3.09 Third-Party Service Providers

Not applicable to the RFP or the resulting contract.

3.10 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 names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- a. Complete name of the subcontractor;
- b. Complete address of the subcontractor;
- c. Type of work the subcontractor will be performing;
- d. Percentage of work the subcontractor will be providing;
- e. Evidence that the subcontractor holds a valid Alaska business license; and
- f. A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

Notwithstanding the approval of any subcontract the Contractor shall be solely responsible for the satisfactory performance of all subcontractors and subcontracted services and for the compensation of all subcontractors. The Contractor shall be and remain liable for all costs and damages caused by negligent performance or non-performance of the subcontracted services and shall indemnify, defend, and hold harmless the State and its officers, employees, and agents from and against any such claims or failures by subcontractors.

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

3.11 Joint Ventures

Joint ventures will not be allowed

3.12 Right to Inspect Place of Business

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

3.13 F.O.B. Point

Not applicable to the RFP or the resulting contract.

3.14 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.

3.15 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.

3.16 Liquidated Damages

The State reserves the right to include liquidated damages in the contract to ensure the contractor's performance of all contract provisions in a timely manner.

3.17 Contract Changes - Unanticipated Amendments

During 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.

3.18 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 confidential information.

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

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable 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.

3.19 Insurance Requirements

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

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

Offerors must review 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.

3.20 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.

3.21 Contract Prices and Price Adjustments

The Contractor may charge fees only to the extent that the State can charge fees under existing law and regulations. Fees listed below show the current fee structure and the maximum fees allowed under existing law. The Contractor must provide to the State for approval prior to contract award, the fee structure for these basic services for the 2019 season. Prior to March 15 of subsequent years, any changes to these basic fees must be submitted to the State for prior approval.

Activity	Current Fee	Maximum Fee
Overnight Camping	\$20	\$30 per night
Historic Access Fee	\$5 per person	\$5 per person
Firewood bundles	\$8 per bundle	\$15 per bundle
Dump Station	\$10 per use	\$10 per use
Reserved exclusive use	dependent on size/impact	\$500
Tour Bus per client fees	.50 per person	.50 per person

All food and merchandise prices and fee schedules are subject to approval by the State. In reviewing and approving food and merchandise prices and fee schedules, the Project Director shall consider if the proposed food and merchandise prices and fee schedules are consistent with those charged under similar circumstances and are within the cap established by Park regulation (i.e. in the case of reserved use of a facility).

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. Offerors are advised to carefully review the Evaluation

Criteria and Contractor Selection information shown in Section Five of this RFP when preparing their proposal.

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.

4.03 Proposed Operation & Services

Offerors should submit this information as described in the Application Form (8.01), Annual Operations Plan (8.02), and Business Plan (8.03).

4.04 Managerial Ability and Business Experience

Offerors should submit this information as described in the Application Form (8.01), Annual Operations Plan (8.02), and Business Plan (8.03).

4.05 Business Plan

Offerors should submit this information as described in the Application Form (8.01), Annual Operations Plan (8.02), and Business Plan (8.03).

4.06 Financial Resources

Offerors should submit this information as described in the Application Form (8.01), Annual Operations Plan (8.02), and Business Plan (8.03).

4.07 Fees Charged to the Public

Offerors should submit this information as described in the Application Form (8.01), Annual Operations Plan (8.02), and Business Plan (8.03).

4.08 Optional Additional Services

Offerors should submit this information as described in the Application Form (8.01), Annual Operations Plan (8.02), and Business Plan (8.03).

4.09 Compensation (return) to the State

Offerors should submit this information as described in the Application Form (8.01), Annual Operations Plan (8.02), and Business Plan (8.03).

4.10 Evaluation Criteria

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

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE PROPOSALS IS 100

Each proposal will be evaluated based on the criteria indicated below. These criteria are listed in descending order of importance. The objective is to select the respondent whose proposal best serves the public need. The Proposal Evaluation Committee will evaluate each proposal in accordance with the evaluation criteria in this section.

5.01 Proposed Operation and Services (25 points)

Information contained in the Offeror's Operations Plan (**Appendix 8.01,8.02,8.03**) will be used to evaluate this criterion.

- How well does the proposal adequately address the goods and/or services, quality, and costs to the public as requested in the RFP?
- How well does the proposal reflect an understanding of the enhancement and preservation of the cultural and historic resources?
- How well does the proposal reflect an understanding of the operational issues and questions that are likely to arise and include realistic means of dealing with those matters?
- How well does the proposal reflect an understanding of the resources and time that will be needed to provide the services requested in the RFP?
- How well does the proposed operational schedule meet all the requirements specified in the RFP?

5.02. Managerial Ability and Business Experience (20 points)

Information contained in the Offeror's Business Plan (**Appendix 8.01,8.02,8.03**), and in the required letters of reference will be used to evaluate this criterion.

- How well do the Offeror's resume, references, and current or past performance in this kind of enterprise indicate sound business ability and a good client/community

- relationship?
- How well do the Offeror's resume and references prove that they have the ability to provide the required services?
- How well does the Offeror know the cultural history of the Big Delta area?
- If the Offeror has no directly relevant experience, what evidence is provided that the firm has the skills and resources to successfully perform?

5.03. Business Plan (15 points)

Information contained in the Offeror's Business Plan (**Appendix 8.01,8.02,8.03**) will be used to evaluate this criterion.

- How well does the proposal provide detailed plans, specifications, cost estimates, and a plan of operation that meets all requirements specified in the RFP, and falls within the scope of required services?
- How realistic is the Offeror's business plan for the conditions and visitation expected? Is the business plan complete?
- How well have all the reasonable costs for operating been considered in the business plan?
- How well has the Offeror calculated their projected revenue for the business?

5.04. Financial Resources (10 points)

Information contained in the Offeror's Business Plan (**Appendix 8.01,8.02,8.03**) will be used to evaluate this criterion.

- How well has the Offeror demonstrated that they have enough resources (i.e.: staff, equipment, finances, etc.) committed to providing the services as required under this RFP?

5.05. Fees Charged to the Public (10 points)

The information contained in the Offeror's Business Plan (**Appendix 8.01,8.02, 8.03**) will be used to evaluate this criterion.

- Are the rates to be charged fair and consistent for services to be provided?

5.06. Optional Additional Services and Proposed Changes to the Contract Stipulations (5 points)

Information included in the Concession Contract Application (**Appendix 8.02**), Operations Plan, (**Appendix 8.02**), or Business Plan (**Appendix 8.03**) will be used to evaluate this criteria.

- What contract stipulations are proposed for revision or deletion, and what effect would the proposed change have?
- Are additional services offered beyond those specified in the RFP? How do they affect the overall operation and service requirements of this RFP?
- How well do the proposed contract stipulation changes enhance safety, convenience and efficiency of park users beyond that required in the RFP?
- Will the proposed changes affect the basic services requested in this RFP in a

- negative way?
- Are the proposed changes compatible with the purpose of the park -- to preserve and interpret the site, its buildings, and its structures as representative of important periods and themes in Alaska's history?

5.07. Compensation (return) to the State (5 points)

Information contained in the Offeror's Concession Contract Application (**Appendix 8.01,8.02,8.03**) will be used to evaluate this criterion. This criterion will be scored in accordance with Section 6.15.

5.08. Alaska Offeror's Preference

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 project director. 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 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.

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 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 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 the offeror must travel to attend contract negotiations the offeror is responsible for their travel 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.

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:

- 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;
- 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

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

Formula Used to Convert Compensation to Points

AS 36.30.250 & 2 AAC 12.260

Due to the fact that this RFP will result in a concession contract with potential revenue returned to the State, the distribution of points based on cost will be determined as set out in 2 AAC 12.260 (d), except in reverse. The highest compensation proposal will receive the maximum number of points allocated to this criteria. The point allocations for compensation on the other proposals will be determined through the method set out below. In the generic example below, compensation is weighted as 15% of the overall total score. The weighting of compensation may be different in your particular RFP. See **Section 7** to determine the value, or weight of compensation for this RFP.

EXAMPLE

Formula Used to Convert Compensation to Points

[STEP 1]

List all proposal compensation, adjusted where appropriate by the application of all applicable preferences.

Offeror #1	-	Non-Alaskan Offeror	5%
Offeror #2	-	Alaskan Offeror	4.2%
Offeror #3	-	Alaskan Offeror	3.3%

[STEP 2]

Convert compensation to points using this formula.

(Compensation in each Proposal x Maximum Points for Compensation

(Compensation of the Highest Proposal) = SCORE

The RFP allotted 15% (15 points) of the total of 100 points for compensation.

Offeror #1 receives 15 points.

The reason they receive that amount is because the highest compensation proposal, in this case 5%, receives the maximum number of points allocated to compensation, 15 points.

Offeror #2 receives 12.6 points.

$$4.2\% \times 15 = 63 \div 5\% = 12.6$$

Offeror #2	Max	Highest	Points
Adjusted By	Points	Compensation	
The Application			
Of All Applicable			
Preferences			

Offeror #3 receives 9.9 points.

$$3.3\% \quad \times \quad 15 \quad = \quad 49.5 \quad \div \quad 5\% \quad = \quad 9.9$$

Offeror #3	Max	Highest	Points
Adjusted By	Points	Compensation	
The Application			
Of All Applicable			
Preferences			

6.16

Alaskan Offeror's Preference

AS 36.30.250 & 2 AAC 12.260

- 2 AAC 12.260(e) provides Alaskan offerors a 10 percent overall evaluation point preference. Alaskan Bidders, as defined in AS 36.30.170(b), are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 10 percent of the total available points added to their evaluation score as a preference.

EXAMPLE

Alaskan Offeror's Preference

[STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

Total number of points available - 100 Points

100	x	10%	=	10
Total Points		Alaskan Offerors		Number of Points
Available		Percentage Preference Given to Alaskan Offerors		

Under the Preference

[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors; Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaskan Offeror's 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. Their scores at this point are:

Offeror #1 - 89 points

Offeror #2 - 80 points

Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

*Offeror #1 - **89 points***

*Offeror #2 - **90 points***

*Offeror #3 - **98 points***

Offeror #3 is awarded the contract.

7. General Legal Information

7.01 Standard Contract Provisions

The contractor will be required to sign and submit the State's Master Agreement Form generated by the IRIS database or the State's Standard Agreement Form for Professional Services Contracts. Appendix B1, General Conditions, 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.

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 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.

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

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APPENDIX 8.01

APPLICATION FORM

IN ORDER FOR THIS PROPOSAL TO BE CONSIDERED, THE OFFEROR MUST PROVIDE THE FOLLOWING INFORMATION.

PLEASE PRINT

NAME OF FIRM: _____

ADDRESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

BUSINESS PHONE: _____ **FAX:** _____

24 HOUR CONTACT PHONE: _____

DO YOU HAVE A VALID ALASKA BUSINESS LICENSE ISSUED UNDER YOUR FIRM'S NAME?

Yes ☐ No ☐ License Number _____ (PLEASE ATTACH COPY OF LICENSE OR ACCEPTABLE EVIDENCE)

NOTE: Offerors must have a current business license before award and should submit acceptable evidence of a business license (See Section 2.12 of the RFP) with their proposal if they want to qualify for preferences.

IN ACCORDANCE WITH A.S. 37.05.240, IS THE OFFEROR IN ARREARS ON TAXES DUE?

Yes ☐ No ☐

Will any additional commercial activities be offered other than providing guided interpretive tours, charging for camping, use of dump station, historic access fee, restaurant / gift sales?

(circle) YES NO

Specify and elaborate: _____

The minimum contract fee is specified in **3.05** of this RFP, and the proposal should confirm that the Respondent is offering this minimum. Proposals not offering the minimum contract fee will be rejected as nonresponsive. Offerors must be willing to guarantee the payments to the State.

I am proposing:

_____ % of gross revenues from commercial activities to be paid to the State

Is there any conflict of interest with the Applicant, Respondent, Employee, or other potential Contractor? (circle) YES NO

If so, elaborate: _____

I certify that I have read and understand the stipulations and contract provisions. If I do not provide satisfactory proof of business license by the date indicated, I understand the contract may be awarded to someone else.

Further, by my signature on the proposal, I certify that I will comply with:

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued there under 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 there under by the federal government.

The information I have entered on this form and the other required forms for this proposal is complete and true to the best of my knowledge. I understand that any false, fictitious, or fraudulent statement or representation may result in denial, suspension or revocation of any contract issued. I also certify that the proposal compensation was arrived at independently without collusion and the offer made in this proposal will remain in effect for at least 60 days from proposal deadline submittal date.

I agree to provide the services indicated in a satisfactory manner, to abide by the terms and conditions of any contract that might be issued, and to confine activities to those described.

My proposal and all required forms for this contract are attached to this document.

Signed: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX 8.02

ANNUAL OPERATIONS PLAN AND REQUESTED CHANGES TO CONTRACT STIPULATIONS

Offerors to this RFP are required to submit an annual operations plan for the 2019 season as a part of their proposal. This plan, the contract stipulations included in this RFP and other portions of the successful Offeror's proposal shall control the Contractor's activities allowed in the Park. It is understood that all of these items may be modified by negotiations between the State and successful Offeror (which will become the Contractor). Further, the plan and contract stipulations may be modified during the period of the contract by mutual agreement of the parties.

Generally, the State does not regulate prices, so long as the park fees do not exceed the allowable maximum (**8.04, # 16**), but reserves the right to do so. Please specify how prices and fees shall be established, how the fees will be collected, etc. Offeror should provide a list of all proposed fees to be charged to the public within the first five years of the contract, including pricing policies. The proposed fees should be tied to your proposed operating plan provisions.

Please provide detailed information regarding the facility management and operation plan, as it relates to this RFP. Additionally, list any revisions, deletions, and additions that you wish to make to the contract terms or stipulations. These proposed changes to the contract terms and stipulations will be the subject of negotiations. The State will assume that, unless specifically identified by the Offeror in this section, the contract terms and stipulations in this RFP are acceptable.

The following outline may be used to help structure the operations plan.

Sample Operating Plan Outline

A. Operating Season

B. Staffing and Management

1. Staffing
2. Personnel

3. Employee Training
4. Employee Services
5. Employee Conduct
6. Contingency Plans for staff turnover
7. Uniforms or insignia

C. General Operations

1. Restaurant Facility Operations
 - a. Hours of Operation
 - b. Seasonal changes to schedule for days and hours
 - d. Cleaning and Maintenance
2. Building and Grounds Operations
 - a. Hours of Operation
 - b. Staffing
 - c. Landscaping, animal pens, garden
 - d. Cleaning and Maintenance
3. Pricing Policy and Fee Management
 - a. Fee schedule (define fees to be charged, and what types of services may be provided at no charge to visitors, if applicable)
 - b. Fee collection and refunds
 - c. Other service fees/rentals
 - d. Sundries
 - e. Financial control and accounting procedures
4. Insurance
5. Communication systems
6. Equipment and supplies
7. Use reports
8. Utilities
9. Garbage Management
10. Water system operation and testing

- 11. Waste management
- 12. Site Hazards
- 13. Signs and Posters
- 14. Advertising
- 15. Vandalism
- 16. Improvements
- 17. Facilities maintenance
- 18. Other optional services

D. Summer season Operations

E. Winter Season Operations

F. Special Conditions

APPENDIX 8.03

BUSINESS PLAN FORMAT

The State is required to evaluate RFP responses by technical and financial capability. Please use the following guidelines in preparing the Business Plan.

Documentation of Business Company or Corporation

Respondents should include information about the business organization and organizational structure, i.e., organization and/or individual name, mailing address, designated agent, evidence of incorporation and good standing, and name and address of each affiliate of the applicant. Respondents that are limited-liability companies should provide the names and interests of the company's principals. Should the respondent not be incorporated in the State of Alaska, the respondent must submit a valid license to do business in Alaska.

Name of Company: _____

Address: _____

Designated Agent: _____

Type of Business: Sole Proprietor ☐ Corporation ☐ Partnership ☐

Limited Liability ☐ Other? ☐

(Please check one)

If Other, please list what type _____

State Incorporated: _____

Date incorporated: _____

Include any appropriate information, including shareholder or partnership agreements, as an attachment to this Business Plan, and complete the following list of owners:

<i>Name</i>	<i>Address</i>	<i>SSN</i>	<i>% Ownership</i>
--------------------	-----------------------	-------------------	---------------------------

Personnel/Staffing

Explain how you plan to recruit, develop and maintain your workers. List the number of employees you will have, as well as their job titles and required skills. Discuss any training that you plan for your employees, including any first aid certification.

Business Experience/Performance (if more room is required, include as attached document)

Offerors should furnish a detailed description of their experience as it relates to operating and maintaining a restaurant. The description should include experience in private business, public service, or any nonprofit or other related enterprises. For each business venture, include the following information:

- The dates of the business experience
- The location of the business
- A description of services provided
- A description of customers served
- The number of employees supervised
- The volume of business

Financial Data

The Offeror must list all projected annual operating costs for managing the Restaurant Facility, providing sufficient detail to show how those costs are determined. Any financial information submitted by Offerors should conform to generally accepted accounting principles or other comprehensive bases of accounting. Any previously prepared financial documents that are submitted should be unmodified and in their original form, including footnotes. Offerors must show that they have 25 percent of the first year's operating costs in liquid assets. Liquid assets are those that can be readily converted to cash.

Capital Equipment List:

Capital equipment is defined as assets which have useful lives of more than one year.

Examples include machines, equipment, vehicles, computers, etc. Describe the equipment, the quantity, whether the equipment is new or used (N/U), the expected useful life, and the cost.

Equipment	Quantity	N/U	Life	Cost
Total Cost of Capital Equipment				

\$ _____

Start-up Expenses

Item	Cost
Total cost of capital equipment	
Beginning inventory of operating supplies	
Legal Fees	
Accounting Fees	
Other Professional Fees	
Licenses and Permits	
Annual Contract Fee	
Remodeling and repair work	
Deposits (public utilities such as phones, etc.)	
Advertising	
Insurance	
Bonds	
Advance Contract Fees	
Other Expenses:	
Total Start-up Expenses	
\$ _____	

Sources and Uses of Financing

A. Sources of Financing	
Investment of cash by owners/organization	\$
Investment of cash by shareholders/organization	
Investment of non-cash assets by owners/organization	
Investment of non-cash assets by shareholders/organization	
Bank loans to business: short term (1 yr or less)	
Bank loans to business: long term (more than 1 yr)	
Bank loans secured by personal assets	
Small Business Administration loans	
Other sources of financing (specify)	
•	
•	
•	
Total sources of Financing	\$ _____

<u>B. Uses of Financing</u>	
Buildings	
Equipment	
Initial Inventory	
Working Capital to pay operation expenses	
Non-cash assets contributed by owners/organization (use same amount as in Sources, above)	
Other assets (specify)	
•	
•	
Total Uses of Financing	\$ _____

Cash Flow Projection

The cash flow projection is the most important financial planning tool available to you. The cash flow projection attempts to budget the cash needs of a business and shows how cash will flow in and out of the business over a stated period of time. A cash flow deals only with actual cash transactions. Depreciation, a non-cash expense, does not appear on a cash flow. Loan repayments (including interest), on the other hand, do, since they represent a cash disbursement.

Please complete the cash flow projection chart on the following page using the existing format.

Cash Flow Projection (or Cash Flow Budget) by Month – Year One

1		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TOTAL
2	Cash Receipts													
3	Sales Receivables													
4	Food													
5	Merchandise													
6	Other Services													
7	Total Cash Receipts													
8	Cash Disbursements													
9	Cost of Goods													
10	Variable Labor													
11	Advertising													
12	Legal and Accounting													
13	Delivery Expenses													
14	Fixed Cash Disbursements*													
15	Term Loan													
16	Line of Credit													
17	Other													
18	Total Cash Disbursements													
19	Cumulative Cash Flow													
20	* Fixed Cash													

	Disbursements:													
21	Utilities													
22	Salaries													
23	Payroll Taxes and Benefits													
24	Office Supplies													
25	Maintenance & Cleaning													
26	Licenses/Contract fees													
27	Boxes/paper, etc.													
28	Phones													
29	Miscellaneous													
30	Total FCD/Year													
31	FCD/Month													
32	Cash on Hand													
33	Opening Balance													
34	+ Cash Receipts													
35	- Cash Disbursements													
36	Total = New Balance													

Start-up Balance Sheet

Balance sheets are designed to show how the assets, liabilities and net worth of a company are distributed at a given point in time. Please complete the following Start-up balance sheet:

Start-up Balance Sheet

Assets

Current Assets		\$ _____
Fixed Assets	\$ _____	
Less Accumulated Depreciation	\$ _____	
Net Fixed Assets		\$ _____
Other Assets		\$ _____
Total Assets		\$ _____

Footnotes:

Liabilities

Current Liabilities	\$ _____
Long term Liabilities	\$ _____
Total Liabilities	\$ _____

Net Worth or Owner's/Organization's Equity	\$ _____
(Total assets minus total liabilities)	
Total Liabilities and Net Worth	\$ _____

Footnotes:**Start-up Income Statement Projection:**

Income statements (also called profit and loss statements) complement balance sheets. The income statement provides a moving picture of the company during a particular period of time. For most businesses, income projections covering one to three years are more than adequate.

Please complete the start-up income statement projection chart on the following page using the existing format.

Income Projection by Month – Year One

1		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TOTAL
2														
3	Sales													
4	Food													
5	Merchandise													
6	Total Sales:													
7														
8	Cost of Materials													
9	Variable Labor													
10	Cost of Goods Sold													
11														
12	Gross Margin													
13	Operating Expenses													
14	Utilities													
15	Salaries													
16	Payroll Taxes & Benefits													
17	Advertising													
18	Office Supplies													
19	Insurance													

20	Maintenance & Cleaning													
21	Legal & Accounting													
22	Delivery expenses													
23	Licenses/Contract fees													
24	Boxes/paper, etc.													
25	Phone													
26	Depreciation													
27	Miscellaneous													
28	Total Operating Expenses:													
29														
30	Other Expenses													
31	Interest (Term Loan)													
32	Interest (Line of Credit)													
33	Total Other Expenses:													
34	Total Expenses:													
35														
36	Net Profit (loss) Pre-Tax													

Request for Verification

State of Alaska, Department of Natural Resources		
Division of Parks and Outdoor Recreation		
REQUEST FOR VERIFICATION		
Instructions: Applicant -Complete items 1 thru 5. Forward directly to bank or lending institution. Lender -Please complete items 6 thru 15. Return directly to Alaska Division of Parks and Outdoor Recreation, 550 W. 7 th , Suite 1380, Anchorage, AK 99501 ATTN: Melissa Richie		
Part I – REQUEST		
1.	TO: Name and Address of Bank or other Lending Institutions	2. FROM: (Name and Address of Applicant)
3. STATEMENT OF APPLICANT		
TYPE OF ACCOUNT	ACCOUNT NUMBER	CURRENT BALANCE
CHECKING ACCOUNT		
SAVINGS ACCOUNT		
OTHER		
I have applied for a concession contract with the State of Alaska, DNR, Division of Parks and Outdoor Recreation and state that my balance with the bank or lending institution named in item 1 are as shown in item 3. My signature below authorizes verification of the information. Your response is solely a matter of courtesy for which no responsibility is attached to your institution or any of your officers.		
4. Signature of Applicant		5. Date / /
PART II – VERIFICATION		
6. Does the applicant have any outstanding loans? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete item 7		10. Is the account less than 2 months old? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete item 11

7. TYPES OF LOANS	MONTHLY PYMT.	PRESENT BALANCE	11.Date account was opened:
Secured			
Unsecured			12.Payment Experience:
8. Is applicant's statement in item 3 correct? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete item 9			<input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable If unfavorable, please explain in remarks
9. CURRENT BALANCES			
CHECKING	SAVINGS		
13. REMARKS:			
THE INFORMATION ON THIS FORM IS CONFIDENTIAL. IT IS TO BE TRANSMITTED DIRECTLY, WITHOUT PASSING THROUGH THE HANDS OF THE APPLICANT OR ANY OTHER PARTY.			
14. Signature of Bank or Lending Institution Officer			15. Date
			/ /

SUPPORTING DOCUMENTS

Each Offeror is required to submit the following additional items listed below:

- _____ 1. Provide a minimum of two written letters of reference from individuals who can attest to your ability to perform successfully under this RFP
- _____ 2. Bank or investor letters of intent to finance project
- _____ 3. Request for Verification Form completed by financial institution
- _____ 4. Copies of business leases pertinent to this business, if applicable
- _____ 5. Copies of all pertinent existing permits or licenses applicable to this business

APPENDIX 8.04

Preliminary Decision

PRELIMINARY DECISION

to offer a

CONCESSION CONTRACT FOR OPERATIONS OF BIG DELTA STATE HISTORICAL PARK

SECTION 1.

The Department of Natural Resources, Division of Parks and Outdoor Recreation is considering soliciting proposals to provide management and operations at Big Delta State Historical Park, under a concession contract authorized under AS 41.21.027.

Big Delta State Historical Park has been managed to preserve and interpret the site, its buildings, and its structures as representative of important periods and themes in Alaska's history. One of the primary activities enjoyed by the public is the cultural history interpretive program offered at the Park. The visitors have also come to expect food services to be provided at the Park.

The buildings, grounds, café, and giftshop at Big Delta State Historical Park were operated by Whitestone Farms, Inc. under Concession Contracts from 1987 through 2012. Beginning in 2013, the state resumed day to day operations of the park providing site security, grounds maintenance, and interpretive services. The Café and gift shop were put under a separate concession contract. During 2017/2018 the state issued a commercial use permit for management of the grounds and buildings. This new concession contract covers all aspects of park operations at Big Delta State Historical Park. The proposed concession contract merges buildings, grounds and restaurant management under one contract, similar to the parks management from 1987 through 2012.

The Department of Natural Resources is responsible for meeting the requirements of AS 41.21.27 in considering a concession contract. Although it is impossible to delineate at this

time all of the features of a concession contract, the division anticipates that the contract will provide for:

- a. An exclusive right to manage the buildings, grounds, interpretive services, café, and gift shop.
- b. A reasonable fee schedule to be set by contract, subject to Division review and approval.
- c. Adequate and effective safety precautions.
- d. Adequate accommodations for persons with disabilities.
- e. A five-year term, with option to renew at the pleasure of the Division for two additional ten-year terms.
- f. Full compliance with all relevant state and local laws.

1. Identification of local concerns

Pursuant to AS 41.21.027(c)(1), the Department has conducted a preliminary inquiry to identify local concerns regarding the potential decision to enter into a concession contract for the operation of Big Delta State Historical Park which includes the building, grounds, café, and gift shop. Public Notice was posted in Delta Junction at City Hall, Delta Library, and IGA Grocery Store September 26th 2018.

The Northern Area, Alaska State Parks, Citizens Advisory Board voted unanimously on September 17, 2018 to go ahead with the project.

The following discussion summarizes comments expressed by the public and during public discussions with the Northern Area State Park Citizen's Advisory Board.

2. Preliminary Findings

- a. Findings pursuant to AS 41.21.027(b)

I find that authorizing a concession contract providing for the private operation of Big Delta State Historical Park is consistent with the statutory purposes of the Park - to preserve and interpret the site, its buildings, and its structures as representative of important periods and themes in Alaska's history. Further, authorizing a concession contract will enhance public use and enjoyment of the park unit while maintaining a high-quality environment and the opportunity for high quality cultural history interpretive programs.

This authorization will provide services that are not feasible or affordable for the state to provide directly. Contractors have been operating a restaurant at the Park for over 25 years. Private management is essentially the only option for continued management and operations of the grounds and buildings. I find that entering into a concession contract for operation of Big Delta State Historical Park is based upon and consistent with the expressed need and desire of the public. The majority of the public supports the continuation of a concession contract for these services.

A concession contract of this nature will not create unacceptable adverse environmental effects as the contractor will continue utilizing the infrastructure originally established at Big Delta State Historical Park. The contract will contain stipulations to further protect sensitive resources in the park.

In addition, the concession contract will require the accommodation, at no additional cost, of ordinary uses of the area. This includes use of the latrines and water at no cost, for example.

I find that any contract to be offered would require that the contractor hire Alaska residents, to the extent available and qualified, when hiring persons to work under the contract.

Further, I find that any contract to be entered into will require payment to the State of a minimum of 3% for the concession. I find that such a share of revenues is a fair and equitable portion, given our experience with and review of the costs of doing business in the past. The Department will establish maximum charges assessable by the concessionaire and will retain control over the level of fees and design and appearance of any park improvements or renovations that may occur.

Any concession contract to be entered into will encourage the contractor to accommodate visitors with special circumstances, including handicapped persons, senior citizens, and school children.

Any contract to be entered into would also require termination of the contract if there were substantial violation of the contract or AS 41.21.027.

b. Findings pursuant to AS 41.21.027(c)

1. Assessment of existing visitor use.

Existing visitor use is accommodated through interpretive presentations or self-guided tours of the Park and food and gift services. It is not expected that operation under a concession contract will differ from the past use.

2. Assessment of potential conflicts with wildlife, water, scenic values and other resources.

It is not expected that any potential conflicts with wildlife, water, scenic values, cultural resources or other resources will result from this concession contract under the proposed contract stipulations that are intended to protect local resources from impacts.

3. Services to be provided and terms of contract.

The services to be provided include management, maintenance and operation of Big Delta State Historical Park, providing grounds maintenance, building security, camping, dump station, interpretive, restaurant, and giftshop services to the visiting public. The specific terms and conditions of the contract are too numerous to be listed in detail here. However, in addition to the general terms previously identified herein, the Division anticipates that the terms of any concession contract would be substantially similar to the terms previously required in the most recent concession contract issued by the Division in the past. The Department does, however, reserve the right to amend contract terms as may be in the best interest of the State.

4. Authorization to manage and operate Big Delta State Historical is appropriate.

All comments received show support for Big Delta State Historical Park to be operated by a private business.

5. The Northern Area State Park Citizen's Advisory Board supports the State's interest in requesting proposals for a concession contract to operate and manage Big Delta State Historical Park.

By a unanimous vote of the board members during the September 17, 2018 meeting, the board showed their clear support for the RFP process leading to a concession contract.

I find, therefore, that it is appropriate for the Department of Natural Resources to issue a request for Proposals to seek a qualified business to operate Big Delta State Historical Park. As previously noted, the commercial operations are consistent with the purposes for which Big Delta State Historical Park is managed, relevant state law, and with the desire of the public users of the area.

Dated in Anchorage, Alaska, this October 15, 2018.

Ethan Tyler

10/15/2018

Ethan Tyler

Date

Director, Division of Parks and Outdoor Recreation

APPENDIX 8.05

FINAL DECISION

to offer a

CONCESSION CONTRACT FOR OPERATION OF BIG DELTA STATE HISTORICAL PARK

On October 15, 2018, the Department of Natural Resources, Division of Parks and Outdoor Recreation issued a preliminary decision to enter into a concession contract to manage Big Delta State Historical Park. Pursuant to AS 41.21.027, I hereby make the final determination to enter into concession contract for the above-referenced purposes.

SEC. 1.01 PUBLIC COMMENT

Following the issuance of the preliminary decision, the Division did not receive any comments from the public regarding the proposed concession.

Findings pursuant to AS 41.21.027(c)

1. Assessment of existing visitor use.

Existing visitor use is accommodated through interpretive presentations or self-guided tours of the Park and food and gift services. It is not expected that operation under a concession contract will differ from the past use.

2. Assessment of potential conflicts with wildlife, water, scenic values and other resources.

It is not expected that any potential conflicts with wildlife, water, scenic values, cultural resources or other resources will result from this concession contract under the proposed contract stipulations that are intended to protect local resources from impacts.

3. Services to be provided and terms of contract.

The services to be provided include management, maintenance and operation of Big Delta State Historical Park, providing services to the visiting public. The specific terms and conditions of the contract are too numerous to be listed in detail here. However, in addition to the general terms previously identified herein, the Division anticipates that the terms of any concession contract would be substantially similar to the terms previously required in the most recent concession contract issued by the Division in the past. The Department does, however, reserve the right to amend contract terms as may be in the best interest of the State.

4. Authorization to manage and operate Big Delta State Historical Park is appropriate.

There were no public comments against Big Delta State Historical Park being operated by a private business.

5. The Northern Area State Park Citizen's Advisory Board supports the State's interest in requesting proposals for a concession contract to operate and manage Big Delta State Historical Park.

By a unanimous vote of the board members during the September 17, 2018 meeting, the board showed their clear support for the RFP process leading to a concession contract.

(a) FINAL DECISION

Having duly considered these comments and other information referenced in my preliminary decision, I conclude that entering into a concession contract is consistent with the purposes for which the park was created and entering into a concession contract will serve the public interest and enhance public use and enjoyment of the park. I also hereby incorporate by reference as part of this decision the findings and reasons set forth in my preliminary decision.

Ethan Tyler

Director, Division of Parks and Outdoor Recreation

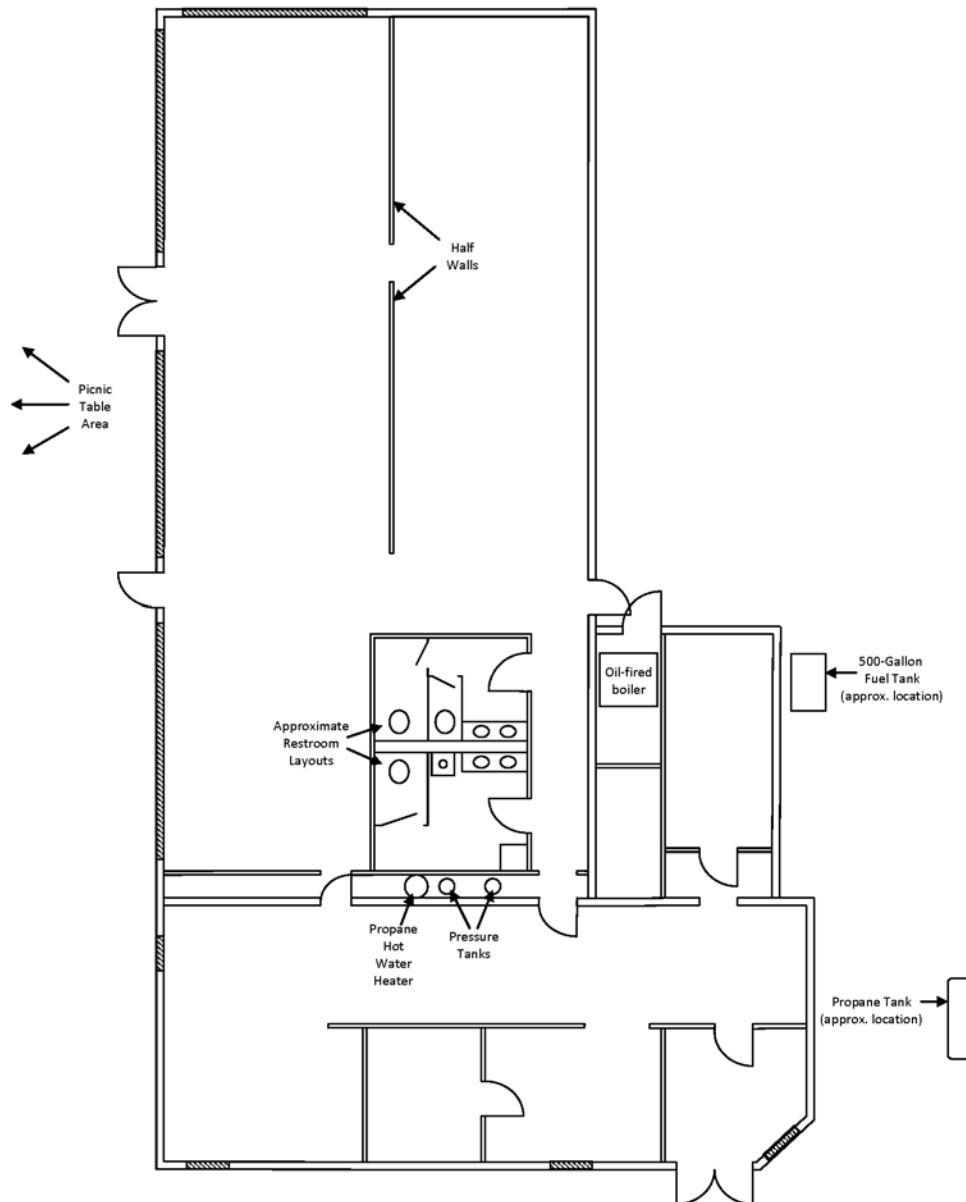
Date

APPENDIX 8.06

Contract Area- Site Plan



Big Delta State Historical Park Restaurant Facility



APPENDIX 8.07

Secretary of the Interior's Standards for Treatment of Historic Properties

Standards for Preservation

1. A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color, and texture.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Standards for Restoration

1. A property will be used as it was historically or be given a new use which reflects the property's restoration period.
2. Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces, and spatial relationships that characterize the period will not be undertaken.
3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Materials, features, spaces, and finishes that characterize other historical periods will be documented prior to their alteration or removal.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.
6. Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials.
7. Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.
8. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
9. Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
10. Designs that were never executed historically will not be constructed.

Standards for Reconstruction

1. Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture, and such reconstruction is essential to the public understanding of the property.
2. Reconstruction of a landscape, building, structure, or object in its historic location will be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts which are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.
3. Reconstruction will include measures to preserve any remaining historic materials, features, and spatial relationships.
4. Reconstruction will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color, and texture.
5. A reconstruction will be clearly identified as a contemporary re-creation.
6. Designs that were never executed historically will not be constructed.

APPENDIX 8.08

Monthly Report

SECTION 2. SAMPLE MONTHLY REPORT (REVISE AS NECESSARY) Big Delta State Historical Park Restaurant Facility

Month/Year _____

Numbers of People Served _____

Total Revenue Collections

Food Services	Retail Sales	Entrance Fee	Camping/Dump Station Fees	Total

Successes/Challenges (Please give details below):

(Please include things that are working well, things that are not working well, issues which are of concern, etc.)

Incident Recap (Please give details below):

(Please include personal injuries or fatalities, damage to structures, interactions with regulatory agencies, etc.)

APPENDIX 8.09

Annual Report Form

Big Delta State Historical Park

Year _____

Number of Customers Served _____

Total Revenue Collections (Revise revenue categories across the top, as applicable)

	Food Services	Retail Sales	Rental of Facilities	Donations	Total
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					

December					
Column Total					
<u>TOTAL REVENUE:</u>					

Total Costs

Cost of Goods Sold		Contractor Fees	
Payments to State		Utilities	
Wages		Supplies	
Taxes and Licenses		Repairs and Maintenance	
Insurance		Rent or Lease	
Bank Fees		Office Supplies	
Advertising		Telephones / Information Tech	
Legal and Professional Services		Other/Misc.	

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Maintenance (Please describe any maintenance concerns, suggestions for improvements, and other matters of interest. List material and equipment required to address/resolve and the cost and time estimate.)

Incident Recap (Please include personal injuries or fatalities, damage to structures, interactions with regulatory agencies, etc.)

APPENDIX 8.10

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APPENDIX 8.11

Concession Contract Stipulations

SCOPE OF WORK/SERVICES

This section contains the draft stipulations that will be made part of the Concession Contract and should be carefully reviewed by potential Offerors prior to offering a proposal. The Standard terms and conditions are found in Appendices A and B attached to this RFP, and will serve as the cover document for the stipulations below. In addition, the General Provisions (6) and the Insurance Requirements (3.19) will be part of the final Contract. Proposals should identify any Contract terms and stipulations that are unacceptable and need revision or deletion. Any additional terms or stipulations should also be identified.

1. Contract Area

The area affected by this contract is all the buildings and facilities at Big Delta State Historical Park and its surrounding grounds, as depicted in **Appendix 8.06**.

This Contract does not convey any property interest to the Contractor. The lands and facilities remain part of Alaska State Parks and are owned and managed under AS 41.21.020 by the State of Alaska. The Contractor is authorized by this contract to engage in certain activities as defined herein.

2. CONTRACTOR USE OF PREMISES

The Contractor shall use the premises for the purpose of providing food and visitor services consistent with the park's purpose of preserving and interpreting the site, its buildings, and its structures as representative of important periods and themes in Alaska's history;

- Rika's Roadhouse providing a vital link in services for travelers on the Valdez-Fairbanks Trail and for pioneers who settled in the area
- The U.S. signal Corps military reservation as the site of the McCarty WAMCATS telegraph station and the development of a communication system in Alaska
- The ARC site and the development of the transportation network in Alaska.

Visitor services must also be commensurate with the Division of Parks and Outdoor Recreation's mission to "provide outdoor recreation opportunities and conserve and interpret natural, cultural and historic resources for the use, enjoyment and welfare of the people." The lands, facilities and structures described in **8.06** are available for use by the Contractor for these authorized operations.

3. Services to be Provided

The contractor will provide food and visitor services. The food and visitor services shall be available to the public with emphasis upon times when the most visitors are in the historical park, at a minimum from May 15th through September 10th, from 9 a.m. to 5 p.m. daily. The Contractor may expand services at the Park to include longer hours of operation or more months of operation.

The Contractor may provide additional services, including sale of gifts, souvenirs, books, maps or other educational materials, or rental fees for the reserved use of the premises for special events such as wedding receptions, banquets, or other activities that are compatible with the facility. Merchandise sales must support the interpretive themes of Big Delta State Historical Park. Special events must not displace satisfaction of day visitors.

The Contractor may develop other services which are consistent with the park's purpose, subject to the prior approval of the Project Director.

All food and merchandise prices and fee schedules are subject to approval by the State. In reviewing and approving food and merchandise prices and fee schedules, the Project Director shall consider if the proposed food and merchandise prices and fee schedules are consistent with those charged under similar circumstances and are within the cap established by Park regulation.

Only those commercial activities specifically authorized herein are permitted under this contract. Contractor is responsible for securing written authorization from the Project Director for all other services and activities not specifically authorized herein, but consistent with the original RFP. The Project Director must respond in writing within fourteen (14) days of the request. Justifications for the denial of a request will be provided to the Contractor in writing.

The Contractor must provide all labor, supplies, materials, and equipment necessary for operations under this contract, and to the standards specified in this RFP. These include, but are not limited to, staff, restaurant equipment, dining room and food preparation supplies, goods, commodities, utility costs (including electricity, heating, fuel, propane, water and sewer costs), telephones, cellular phones, fax machines, computers, and any other office equipment necessary to maintain records, toilet paper, cleaning and disinfecting/deodorizing solutions,

brooms, mops, toilet brushes, paint brushes, paint, and any other tools, materials, and supplies necessary to accomplish operation and maintenance of the restaurant facility, park buildings, and its surrounding grounds.

The Contractor must be in compliance with applicable sanitary standards, including food safety, drinking water, sewage, and solid waste.

All Contractor operations at the facility must comply with the Secretary of the Interior's Standards for Treatment of Historic Properties in 36 CFR Part 68 (See **Attachment 8.07**).

4. Assignment

This Contract, or any part of it, or any right to any of the money that might be earned under it, may not be assigned or transferred without the written permission of the State. Assignment includes entering into contracts with other entities to provide goods or services under this Contract.

5. Contract Term

The initial term of this concession contract is five (5) years in length, and begins on approximately XXXXXXXXXXXX, or the date it is signed by both parties, whichever is later, and expires on XXXXXXXX.

6. Contract Renewal

Prior to the expiration of the primary term of this contract, and provided the Contractor has, in the judgment of the State, satisfactorily provided the services contemplated in this agreement, Contractor may apply to have the contract renewed for up to two additional ten-year terms. A renewal application shall be in writing at least 60 days before the expiration of this contract. Before renewal is granted the State will provide for public review and comment required under AS 41.21.027(d).

7. Contract Funding

The Contractor shall pay to the State during the entire term of this contract for the right to exercise the privileges herein contained, a minimum consideration of 3 percent of monthly gross revenues. Any payments to the State shall be made on or before the 15th of each calendar month. The payment shall be based on gross revenues of the preceding calendar month. Payments to the State shall be made to the Project Director. Contract fee changes may be negotiated periodically throughout the life of this contract to ensure a fair return to the state.

8. Contract Payments

Contract payments, as indicated in the Proposal, must be received by the Project Director prior to the 15th of each calendar month. Failure to submit the payment may result in termination of the contract, and the State will advertise for a new Contractor. Any late payments under this contract shall, in addition to allowing the State to declare a breach of contract obligations, accrue interest owed to the State at the maximum rate allowed under AS 45.45.010(a).

9. Maintenance and Examination of Books of Accounts

Contractor shall keep separate true and accurate books and records showing all Contractor's business transactions under this contract in a manner acceptable to the State, and the State shall have the right through its representative and at all reasonable times, to examine such books and records including all tax return records. Contractor hereby agrees that all such records and books are available to the State for inspection.

10. Audits

On or before March 15 of 2020 and every third year thereafter, Contractor shall submit to the State a certified audit of Contractor's gross receipts for the previous calendar year of operation. The State may, at its option, require the Contractor to submit a certified audit of gross receipts on an annual basis. The State may, at its expense, conduct, or cause to be conducted, an audit of full operations.

11. Annual Operations Plan and Budget

The Contractor shall prepare an annual operations plan and budget for State approval that includes operating procedures for providing food and merchandizing services for the coming year, expenses projected for its activities, improvements to be made, equipment purchases, projected marketing and promotion costs, salaries to be paid, and other operating costs. The annual operating plan and budget shall be submitted on or before March 15 for that calendar year. (See **8.03**, Business Plan, for forms that may be used to provide future expense projections.)

12. Hours of Operation

The food services and historic buildings will be available to the public, at a minimum, from May 15th through September 15th, from 9 a.m. to 5 p.m. daily. Any changes to this schedule must be approved in writing by the Project Director. The State encourages the Contractor to operate the facility at other times, as appropriate for the season and target audiences.

13. Staffing

The Contractor shall provide adequate staffing to meet the requirements of the RFP and shall ensure that all training and supervision of the personnel is provided while performing under the provisions of this contract. The Contractor must also meet the requirements of state and Federal laws governing employment, wages, worker safety, food safety, etc. Applicable laws include, but are not limited to, laws governing equal opportunity, civil rights, fair labor standards, minimum wage, worker's compensation, OSHA regulations, ADA, immigration laws regarding employment of non-citizens, and Department of Environmental Conservation food safety laws.

Contractor duties

- Contractor shall hire residents of the state, to the extent available and qualified, when hiring persons to work in the park.
- Contractor shall designate in writing to the Project Director one person who shall be responsible for all of the Contractor's operations under this contract.
- Contractor shall provide a competent, reliable supervisor to be on duty at all times during operational hours.
- Contractor shall report to the State in a timely manner any significant problems its employees or agents observe in the Park.

Employee Conduct

- The Contractor is responsible for the conduct of his or her employees. This contract does not shield the Contractor or his or her employees from prosecution if they violate any laws, either while performing their duties or while on their own time.
- The Contractor's employees or agents shall not engage in activities that would lead a member of the public to believe they are State employees.
- The Contractor shall not allow its employees, agents, or guests to create a disturbance that could be disruptive to the public's use and enjoyment of the Park.
- The Contractor shall cooperate with other groups or organizations permitted to use the Park.
- The Contractor shall ensure that employees do not use or work under the influence of intoxicating beverages, illicit or mind-altering drugs while on duty or representing the Contractor.

Uniforms

Contractor and employees shall wear an insignia or uniform, identifying themselves clearly as private contractors. The purpose of this rule is to distinguish Contract staff from State employees or volunteers. The insignia or clothing may not resemble uniform items worn by State employees or volunteers and must be maintained in a clean and presentable manner while performing duties.

14. Customer Service

The mission of the Alaska Division of Parks and Outdoor Recreation is to provide outdoor recreation opportunities and conserve and interpret natural, cultural and historic resources for the use, enjoyment and welfare of the people. Contractors who operate within Alaska State

Park units are expected to assist in achieving this mission. Customer or visitor service is central to the park operation. As such, the Contractor is expected to develop and implement methods for responding to visitor needs in a helpful, professional, prompt, and courteous manner, giving timely and friendly information and assistance, and doing those things necessary to ensure that visitors have a safe and enjoyable stay in the park.

Contractor employees will be responsible for greeting all those who enter Big Delta State Historical Park and encourage them to participate in a self-guided or Park employee guided tour of Big Delta State Historical Park.

The Contractor shall also observe such requirements respecting quality and standards of service as dictated by laws or regulations or as is necessary to protect the public health, safety, and welfare.

15. Access for Persons with Disabilities

The Contractor shall maintain accessibility to the facilities. When making facility improvements, the Contractor shall use the guidelines under the Americans with Disabilities Act.

The Contractor is also authorized to sell food, beverages, gifts, souvenirs, educational material and other merchandise as agreed upon and approved by the project manager. The State reserves the right to prohibit the sale of items that it deems inappropriate for sale at the Park.

The Contractor may serve beer and wine with meals. The Contractor is solely responsible for obtaining a license from the Alcohol Beverage Control Board and any other necessary permits or licenses before selling or serving alcoholic beverages if they choose to do so.

The Contractor must provide to the State prior to contract issuance, and prior to March 15 of subsequent years, a comprehensive list of services and products and their prices for approval for the season of operation. The menu must have a variety of offerings and portions must be reasonable for the prices set by the contractor. Merchandise offered for sale must be adequate in quality or appropriate for sale under this contract consistent with the purposes of the Park. Merchandise should promote awareness, understanding, and appreciation of the park and its resources and interpret those resources. The State reserves the right to require menu adjustments or reject merchandise items if they do not meet the requirements of this paragraph.

The Contractor will be allowed minor price changes with approval by the Project Manager during the operating season if actual costs of goods or services delivery are demonstrated to have increased.

17. Advertising Signage

Any printed material to be used, including stationery, brochures, postcards, display advertising, and other like material in connection with the operation of this business, or any advertising of any manner or form, whether in or about the Restaurant Facility or elsewhere, or in any newspaper or other publications, and the location of such advertising, shall be approved by the State prior to being displayed, distributed, or advertised. The Contractor agrees to not display, distribute or advertise anything, or place any sign in connection with the operation of this facility, which has not been approved in advance by the Project Director.

The Contractor shall install signs that indicate that the Restaurant Facility is being operated by a private entity under a contract issued by the State. The Project Director will provide sign guidelines and locations. At a minimum, a sign stating, "This Facility is operated under a concession contract issued by Alaska State Parks to (*insert business name*)" should be placed near the entrance to the Restaurant Facility. The Contractor is responsible to fabricate, post, and maintain signs at appropriate locations.

18. Historic Appearance

To maintain historic integrity the Contractor shall minimize the appearance of modern appliances and vehicles in the Park including;

- Limiting service vehicles to after-hours only, unless essential to restaurant operations for items such as food delivery, trash pickup, or necessary supplies.
- Providing a padlock to be attached to the State Park's padlock on the service gate and keeping the service gate locked, except as noted above.
- Restrict vehicular traffic to parking only in designated parking lots outside of inner park area. No vehicular traffic is to be allowed on walking paths inside park, except in emergency or as noted above,
- To reduce pressure for parking, limit parking of contractor-owned vehicles to a maximum of four vehicles at a time, only one of which may park on the east side nearest the park entrance.

19. State Equipment Loaned to Contractor

The State-owned equipment listed in **8.12** is loaned to the Contractor for use in activities conducted under this Contract. Contractor agrees to take reasonable care of this equipment and to replace equipment lost or damaged by actions of Contractor.

20. Equipment

Equipment, appliances, and machinery provided by the Contractor, as well as plans for location and installation, must be approved by the Project Director. Equipment, appliance, and machinery approvals shall be consistent with a low risk of fire.

21. Facility and Janitorial Maintenance Standards

The Contractor shall maintain all facilities at its own expense. Maintenance shall include keeping the restaurant, historic buildings, interpretive displays and grounds in a clean and safe condition, free of trash and obstructions, and in compliance with all applicable safety and sanitary laws and regulations.

The Contractor is responsible for all repairs including but not limited to roofs, painted surfaces, hardware, electrical systems, security or fire alarm systems, plumbing, foundations, stairs, walls, ceilings, or decks. This includes painting, preserving, and providing preventive maintenance for all items within the Contract Area.

The Contractor agrees to meet all requirements of quality and standards of service prescribed by law or regulation, or which are necessary to protect the public health, safety, and welfare. All repairs and improvements will be done in a professional manner in accordance with the Secretary of Interiors Standards for the Treatment of Historic Properties in CFR 36 part 68 (see **Attachment 8.07**). Anything that appears to be a threat to public safety must be immediately secured to avoid safety risks to the public or visitors and repaired as soon as possible.

Water Systems

The Contractor is responsible for maintaining the public water supply and meeting Alaska Department of Environmental Conservation (DEC) standards in the restaurant. These standards require regular bacteriological testing, and annual testing for Nitrate by a certified laboratory. In the event of an “unsafe” sample, the Contractor is required to notify the Project Director and complete all required retesting. (Specific questions may be directed to the Department of Environmental Conservation.) Contractor shall maintain records of all maintenance and testing done on wells.

Sewage System

The Contractor is responsible for maintaining the sewage system for the restaurant, roadhouse, dump station, and restrooms. The Contractor must monitor sewage levels and have sewer tanks professionally pumped as necessary in compliance with all applicable laws.

Heating System

The restaurant's heating system shall be scheduled for professional maintenance once per year.

Windows

All windows shall be washed at least twice per year, or more often in heavy traffic areas. Any broken or defective windows shall be replaced.

Building Interior

All buildings and interpretive displays will be maintained in a clean and neat manner. Surfaces shall be dusted as needed. All floors shall be vacuumed or dust mopped at least 1 time per week and mopped as needed. Finger prints should be spot-cleaned daily with attention to areas such as door knobs and frames, switch plates, and walls in high traffic areas. Walls and curtains shall be cleaned once per year.

Interior Bathroom

The bathroom shall be cleaned and sanitized once per day or more often as needed.

Kitchen

The kitchen shall be maintained in a sanitary and neat condition. The stove, sink, countertops and floors shall be regularly scrubbed clean of any grease, oil, dirt, or food residue.

Litter and Trash

All litter shall be picked up when found. The Contractor shall provide and service regularly either garbage cans or dumpsters suitable to contain all the trash generated at the park. All garbage must be disposed of at a DEC-approved facility. Garbage may not be burned or disposed of on State Park lands or waters. The Contractor is encouraged to recycle when practical.

Picnic Tables

All picnic tables must be sanitized and cleaned at beginning of each season. Tables must be cleaned and sanitized as required. Tables must be kept in good repair.

Painting

The buildings must be painted every five years. The Project Director will specify the paint and stain type and color standards.

22. Capital Improvements

When this contract requires the Contractor to construct improvements on State property, all

such improvements shall conform to lands and specifications, and meet a construction schedule, approved by the State.

The Contractor may, during the term of the contract, make proposals for Capital Improvement projects. Construction of any Capital Improvements will require written advanced approval by the Project Director.

23. Ownership of Improvements

All capital or park improvements once installed shall become the State's property, without compensation to the Contractor, unless this contract requires their removal at the end of the contract term. No improvements once installed may be altered or removed without the Project Manager's written consent.

If the Contractor has made previous arrangement with the Project Manager to retain ownership of improvements, they must be removed from the premises immediately upon contract expiration, revocation, or termination and the surrounding grounds restored to their original condition.

24. Safety

Hazardous equipment and conditions may be encountered (risk of burns, cuts, falls, ergonomic hazards, etc.) during operation under this contract. It shall be the Contractor's responsibility to ensure that all equipment is used in accordance with manufacturer instructions. It shall also be the contractor's responsibility to provide necessary safety equipment and ensure that they are used whenever unsafe conditions might be encountered. The Contractor is also responsible for providing necessary information, training, and other preventative measures to themselves and their employees.

Hazardous chemicals, cleaning agents, equipment, and conditions may be encountered during operations under this contract as a result of routine facility and janitorial maintenance duties. It shall be the Contractor's responsibility to ensure that paints, chemicals, and equipment are used and disposed of in a responsible manner per manufacturer's recommendations. It shall also be the Contractor's responsibility to provide necessary safety equipment (including gloves, goggles, boots, etc.), and insure that they are used whenever unsafe conditions might be encountered. Pathogens, which may cause diseases such as hepatitis and cholera, and intestinal problems, may be encountered during bathroom maintenance. It shall be the Contractor's responsibility to provide necessary information, training, safety equipment, and any other preventive measures, including vaccinations, to themselves and their employees.

25. Accident Notification

The Contractor shall notify the Project Director within twenty-four (24) hours of any accidents involving personal injury.

26. Communication with Regulatory Agencies

The Contractor shall provide timely written advance notice to the Project Director of communications, including meetings, audits, inspections, hearings and other proceedings,

between regulatory agencies and the Contractor related to compliance with applicable laws and regulations concerning operations of the Restaurant Facility. The Contractor shall also provide to the Project Director any written materials prepared or received by the Contractor in advance of or subsequent to any such communications. The Contractor shall allow the Project Director to participate in any such communications. The Concessioner shall also provide timely notice to the Director following any unplanned communications between regulatory agencies and the Contractor.

27. Protection of Lands, Facilities, Resources

The Contractor shall exercise due diligence in protecting the facilities, lands, waters, and other resources of the park from damage due to natural or human causes.

28. Commercial Property Insurance

The state will insure the property and contents of the building.

29. Catastrophic Events

If a catastrophic event occurs, the State and Contractor shall meet to discuss if this Contract should be cancelled, amended, or if another course of action should be taken to respond to the event. It is understood that neither party has an obligation to spend funds nor staff time to respond to such an event.

30. Archaeological-Paleontological Discoveries

The Contractor shall immediately notify the Project Director of any antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this contract. The Contractor shall leave such discoveries intact until authorized to proceed by the State Historic Preservation Officer. Protective and mitigative measures specified by the State Historic Preservation Officer shall be the responsibility of the Contractor.

31. Park Rules and Regulations

The Contractor should be generally familiar with Alaska State Park regulations. The State will provide the Contractor with an orientation on these regulations that apply to the Park.

32. Site Security and Law Enforcement

The Contractor is responsible for providing site supervision and building security to ensure public use, enjoyment, and safety. In responding to violations of state and local laws, regulations and ordinances, the Contractor has the same authority as a private citizen. The Contractor may not enforce state or local laws but should be knowledgeable of applicable park regulations or other applicable state regulations or laws and should report violations of regulations or laws to the appropriate law enforcement authorities.

The Contractor shall take reasonable measures to prevent and discourage vandalism, theft and disorderly conduct within the park. The Contractor shall be responsible for reporting acts of vandalism or destruction of state or personal property to the Project Director, after notifying the appropriate law enforcement authority. The Project Director shall be notified within 24 hours when such acts are discovered.

The Contractor shall provide and maintain within the buildings, fire extinguishers of approved type and locations.

The Contractor shall prohibit smoking in the buildings.

33. Cooperation – Inspections and Other Access

The Contractor shall work closely with the State to further the Park and its programs. The Contractor will provide the State with reasonable access to the Restaurant Facility for the purpose of conducting inspections of facilities and activities for compliance with the terms of this contract and as otherwise necessary to ensure that public safety, services, and other park purposes are maintained. The Contractor agrees to provide the Project Director with keys to all locks on the premises with the exception of the keys to the Contractor's cash storage device. The Project Director should address all inquiries regarding Restaurant operations to the Contractor's designated agent. If the State finds any health or safety hazard it may immediately require the Contractor to take action to correct it, or at its discretion, correct the hazard itself at the Contractor's expense.

34. State Use of Premises

The State reserves the right to utilize all facilities for its purposes, and to replace or construct additional facilities it deems necessary for park operations. Facilities will be constructed in a manner that will not unduly interfere with Contractor's operations. The State reserves the right to make use of the premises for official purposes such as meetings or special events. However, when such use represents a special cost to the Contractor, the State shall compensate the Contractor in an appropriate manner.

35. Use of Premises by other Commercial Operators

The State may grant permits to any persons or entity to engage in activities in the Park that are outside the scope of services contained in this contract, but such activities may not unreasonably interfere with Contractor's business in the Park.

36. Other Permitted Uses

The State reserves the right to issue permits for other special activities within the Park, under the authority of 11 AAC 18.010. Except as provided below, the Contractor is not authorized to

issue permits for activities addressed within this regulation except for the authorization of an organized or promoted assembly of more than 20 persons associated with a reserved use of the restaurant facility (for group assemblies, weddings receptions, banquets, etc.). Alaska State Parks will refer requests for these activities to the Contractor.

37. Cooperation with Other Groups or Concessionaires

Contractor will cooperate with other profit and non-profit concessionaires or permittees that the State may permit to operate in the park. Such cooperation may include but is not limited to making the Restaurant Facility available at reasonable cost for fund raising efforts, group meetings in the park, community functions, promotional efforts, and other activities of a commercial or non-commercial nature. The State will not permit other concessionaires or permittees to engage in commercial activities that would inhibit or prevent the Contractor's ability to perform under this contract.

The Contractor will cooperate with the State and the Delta Historical Society in the display of artifacts, other materials, and the interpretive programs in the Park.

38. Other Third Party Interests

This contract is subject to all valid and existing contracts, leases, licenses, encumbrances and other third-party interests covering the premises. Copies of all agreements or encumbrances will be made available to the Contractor.

39. Non-Profit Status

If the Contractor is a non-profit corporation, it agrees to maintain that status throughout the term of this contract unless the State agrees in writing to a change in non-profit status.

40. Reports

The Contractor shall present the following reports to the Project Manager by the dates indicated:

A Monthly Report (**8.08**) is due on or before the 15th of each calendar month, addressing the previous calendar month. The Monthly Report shall include;

- Number of people served
- Revenue collections appropriately categorized by: food sales, gift sales, reserved use fees, donations, grants, or other appropriate categories.
- Successes, challenges, accidents, facility damage, vandalism, resource damages, personal injuries or fatalities, and similar topics.

An Annual Report (**8.09**) is due on or before January 31 of each year of the Contract period, addressing the previous calendar year. The Annual Report shall include;

- Number of people served
- Revenue collections appropriately categorized by: food sales, gift sales, reserved use fees, donations, grants, or other appropriate categories.

- An itemized accounting of the Contractor's costs
- List of services provided
- A short narrative report describing the season, management issues, suggestions for improvements, and other matters of interest.
- Maintenance issues and incidents.

On or before April 15 of each year, Contractor shall submit to the State notarized copies of its federal tax return for the previous calendar year, provided that such tax return deals completely and exclusively with the Contractor's business activities under this Contract.

41. Performance Bond or Assignment of Time Certificate of Deposit

NOT APPLICABLE

42. Modification/Amendment of Contract

Notwithstanding any of the provisions of this RFP, the parties may hereafter, by mutual consent, agree to modifications thereof, additions thereto, or termination thereof, in writing, which are not forbidden by law. Any modifications shall be in writing and shall be consistent with the original scope of services specified in the RFP.

43. Failure to Comply

The State will notify the Contractor of unacceptable performance as soon as possible after the failure is reported. The Contractor must, without additional cost to the State, remedy and correct any deficiency in work or in articles provided in connection therewith. Upon determination of non-compliance with this contract, the Project Director will deliver to the Contractor a "Notice of Non-Compliance." Such notice shall be delivered as soon as possible after the failure is reported. The notice will include a description of the failure and a written statement of necessary remedial action to be taken by the Contractor. If the failure is not corrected within the time limits specified in the first notice, the Project Director may:

- Correct the failure utilizing State employees or a private contractor, and billing the Contractor at cost for time and materials;
- Issue a second notice of non-compliance with a penalty of up to \$300.00 owed to the State by the Contractor. (This assessment will be in addition to the fee payments specified in this contract.); or
- Institute Contract revocation proceedings as outlined below in #44.
- Initiate criminal prosecution, if applicable.

44. Contract Revocation

If the Contractor remains in non-compliance with the terms of this permit after being served with a second "Notice of Non-Compliance" under #43, or the failure jeopardizes public safety or park resources or otherwise constitutes a significant breach, the Project Director may immediately revoke the contract. The Contractor is not entitled to reimbursement for damages suffered in the event that the contract is revoked under this section.

45. Contract Termination when Contractor has not Breached Contract

The Commissioner of the Department of Natural Resources, after 30 days written notice, may terminate this contract when it is in the best interest of the State. In the event the contract is terminated under this article the Contractor must within 90 days make a claim with the Department of Administration under AS 44.77 for reimbursement for damages suffered upon termination or thereafter be barred from doing so.

46. Warranty

The State makes no warranty, express or implied, with respect to the consumer demand for, or acceptance of this service. The State assumes no risk of financial loss by the Contractor, and cannot guarantee financial gain or any opportunity to profit under this Contract.

47. Definitions

Unless the context clearly indicates otherwise, the following definitions apply in this contract and any attachment:

"Division" means the Division of Parks and Outdoor Recreation in the Alaska Department of Natural Resources.

"Project Director" or "Project Manager" means the person who is named such in this contract on behalf of the Department of Natural Resources or his/her designee and includes a successor or authorized representative of the Project Manager

"Gross revenues" means all monies, fees, property, services, or any other things of value that the Contractor receives, directly or indirectly, through operations under this contract.

"Gross receipts" does not include any sales taxes imposed by any Alaskan governmental entity and which Contractor collects or contributions collected by the Contractor for the Delta Historical Society or the State. No other reductions are allowed in calculating "gross revenues."

"Park" means Big Delta State Historical Park

"State park" means any land, water, facility, or improvement managed by the Division.

"Contractor" means the applicant, company, business, employee, operator, or representative of the person and business named on the contract face authorized to conduct activities under the contract.

APPENDIX 8.12 INVENTORY

Big Delta State Historical Park Restaurant Facility

- Six picnic tables located on the grounds near the restaurant entrance- good

Inventory list of State-owned equipment in the Restaurant Facility

Equipment Description	Condition
26 Dining Tables	Good
95 Dining Chairs	Good
Various Serving Line Tables and Curtains	Poor
Serving Line Hand Sink Station with Hand Towel Dispenser	Good
Serving Line Hot Case	Good
Serving Line Cold Case	Good
Serving Line Pie Case	Good
Prep Sink	Good
Triple Sink	Good
Sink Rack (under triple sink)	Good
Hand Sink Station with Dispenser	Good
Grill/6-burner Stove with Grill Hood Ventilation System	Fair (oven not working)
Refrigerated Sandwich Prep Bar	Good
Commercial Dishwasher	Good
2 Commercial Convection Ovens	Good
Upright Refrigerator	Good
3 Butcher Block Work Tables	Fair

Assorted Mounted Shelving	Fair
Washing Machine	??
Washroom Sink Station	Fair
Boiler / Mechanical Room	Poor
Toyo Stove / fuel tank	good
Office Desk-counter and Shelves	Fair
Bathrooms	Fair
Hot Water Heater	Fair

Big Delta SHP

DATE: 9/30/18

INVENTORY CONDUCTED BY: K&K Operations, LLC.

PROPERTY	QUANTITY	REMARKS
Picnic Tables	16	May need paint 2019
Fire rings	6	5 by RV parking, 1 dump station
Benches	8	7 wooden, one concrete/metal
Latrines (CXT)	2	1 good at dump station / 1 fair shape
Trails	1	Fair to good shape
Water Hydrants/faucet	1	Hose bib on back of roadhouse not working
Ferryman's Cabin	1	State renting out as a public use cabin
Iron Ranger (fee safe)	2	Good
Fee Station Signs	2	May need new fee plates
Historic Buildings	4	Barn-good, roadhouse-good, museum-poor, ARC Garage-unfinished, ARC Storage building- good
Interpretive Kiosks	many	Throughout park- good shape
Bulletin Boards	1	Parking lot needs updated
Gate	1	Operable but bent
Class A Entrance Sign	2	One at dump station faded
Signs	2	Highway directional and logo- good