

STATE OF ALASKA REQUEST FOR PROPOSALS



LITTLE SUSITNA PUBLIC USE FACILITY BOAT LAUNCH & CAMPGROUND CONCESSIONAIRE

RFP 210000062

ISSUED FEBRUARY 18, 2021

THE PURPOSE OF THIS RFP IS TO AWARD A CONTRACT FOR THE PURPOSE OF OPERATING AND MAINTAINING THE LITTLE SUSITNA PUBLIC USE FACILITY (LSPUF) BOAT LAUNCH & CAMPGROUND AS AN INDEPENDENT OPERATOR, FOLLOWING THE GUIDELINES AS SET FORTH BY ALASKA DEPARTMENT OF FISH & GAME.

ISSUED BY:

DEPARTMENT OF FISH AND GAME
DIVISION OF SPORT FISH

PRIMARY CONTACT:

DAVE MITCHELL
PROCUREMENT OFFICER
DAVE.MITCHELL@ALASKA.GOV
(907) 465-4131

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 NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Fish and Game (DFG), Division of Sport Fish Access Program, is soliciting proposals for a qualified entity to obtain a concessions contract for the purpose of operating and maintaining the Little Susitna Public Use Facility Boat Launch & Campground as a seasonal independent operator, following the guidelines as set forth by the Alaska Department of Fish & Game. A more detailed description including Scope of Work can be found in Section 3.

SEC. 1.02 BUDGET

Contractor compensation will consist of all revenue collected at the facility; and disbursements based on a cost proposal for personnel and or other associated management and maintenance costs.

It is anticipated that the cost proposal should fall within a range of \$15,000 - \$35,000 seasonally.

Approval or continuation of a contract resulting from this RFP is contingent upon approval of the project by the Federal Aid Office of the U.S. Fish and Wildlife Service and legislative appropriation.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** prevailing Alaska Time on March 12, 2021. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

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

- MINIMUM REQUIREMENT 1: Previous experience operating campgrounds or similar outdoor recreation facilities whether public or private.
- MINIMUM REQUIREMENT 2: Demonstrated understanding and knowledge of Alaska Department of Fish and Game Public Use Facilities.
- MINIMUM REQUIREMENT 3: Demonstrated capacity (financial, staff, and equipment required) to operate at a remote location.

Offerors meeting these requirements must check the box on Attachment 1 Proposal Cover.

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

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least 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 proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

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

PROCUREMENT OFFICER: Dave Mitchell– PHONE (907) 465-4131 – FAX (907) 465-6181 – TDD (907) 465-3646

Deadline to receive questions is March 12, 2021 by 2:00 p.m. Alaska Prevailing time.

SEC. 1.07 RETURN INSTRUCTIONS

Because of the COVID-19 Pandemic, the preferred method of submitting proposals is by EMAIL. However, if necessary; Offerors may submit proposals in hardcopy.

If Submitting by hardcopy, Offerors must submit one hard copy of their 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 Fish and Game

Attention: Dave Mitchell

Request for Proposal (RFP) Number: 210000062

RFP Title: Little Susitna Public Use Facility Boat Launch & Campground Concessionaire

If using U.S. mail, please use the following address:

PO Box 115526

Juneau, AK 99811-5526

If using a delivery service, please use the following address:

1255 West 8th Street

Juneau, AK 99801

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to dfg.contracting@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 note that email transmission is not instantaneous. Like sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror’s responsibility to contact the issuing agency at **907-465-4131** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 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; and
- G. that the offers will remain open and valid for at least 90 days.

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

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

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

(e) FEDERAL REQUIREMENTS

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

(f) BID BOND - PERFORMANCE BOND - SURETY DEPOSIT

Not Required for this contract.

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.10 AMENDMENTS TO PROPOSALS

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

SEC. 1.11 AMENDMENTS TO THE RFP

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

SEC. 1.12 RFP SCHEDULE

Procurement Officer Note: enter appropriate information.

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 accordingly. All times are Alaska Time.

- Issue RFP February 18, 2021,
- Deadline for Receipt of Questions March 3, 2021 by 2:00 p.m. Alaska Time,
- Deadline for Receipt of Proposals March 12, 2021 by 2:00 p.m. Alaska Time,
- ANTICIPATED Proposal Evaluation Committee complete evaluation by week of March 22, 2021,
- ANTICIPATED State of Alaska issues Notice of Award week of March 22, 2021,
- ANTICIPATED State of Alaska issues contract week of April 5, 2021,
- ANTICIPATED Contract start by April 10, 2021.

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 Fish and Game, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be conducted.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

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

SEC. 1.15 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The 720-acre Little Susitna Public-Use-Facility (LSPUF) is a gateway to the Susitna Flats State Game Refuge. It serves as a spectacular destination for a multitude of recreational opportunities, including sport fishing, camping, boating, wildlife viewing, and photography. Outside of the public use facility, the 300,800-acre refuge provides hunting opportunities for small game, waterfowl, moose, and bear. The facility is located approximately 30 road miles southwest of the city of Wasilla.

Construction of the LSPUF was completed in 1989, using Federal Aid in Sport Fish Restoration funds. The site now provides easy boating access to the river and includes many improvements. Since original construction, numerous grant-funded upgrades have occurred that have helped enhance the site. Improvements include: A paved two lane boat launch and mooring area; life jacket station; boathouse shed; fish cleaning table; fish rack and scale; twelve elevated light penetrating fishing platforms with river access stairs; three miles of gravel road; two miles of improved trails; twenty-one interpretive signs; two potable water wells; a RV dump station; forty road accessible campsites; four (double sided) CXT vault latrines; ten bear proof food caches, and seven remote campsites that are only accessible by boat, each site includes a pit toilet, a picnic table, fire pit, tent platform(s), bear resistant food container(s), ELP stairway with platform, and signage to educate users and to help manage the sites.

The Little Susitna River provides a multitude of sport angling opportunities. King, silver, chum, red, and pink salmon are available, as well as some Dolly Varden and rainbow trout. Other popular activities along the river include camping, wildlife viewing, photography, and hunting.

USE PATTERNS

The facility receives approximately 34,163 visitors seasonally based on the 4-year average of facility user counts (2017-2020). The Facility is open annually April 15 to October 31 while camping is typically available May 15 to September 15 depending on winterization of well and outhouse facilities. Useful information is contained in the following table:

Little Susitna Public Use Facility use figures, 2017-2020.

Year ¹	# Annual Passes Sold ²	# Vehicles Parked	# Boats Launched	# Days Camping	# Dump Station Use	# Total Vehicles	# Total Visitors
2017	9	2,680	1,259	676	13	16,224	36,991
2018	12	1,966	1,138	519	29	14,323	32,656
2019	28	1,529	1,301	445	23	15,221	34,704
2020	29	1,983	904	877	40	14,168	32,303
Average	20	2,040	1,151	629	26	14,984	34,163

¹ During 2017, vehicle & visitor counts were by calendar year while remaining categories derived from revenue reports per fiscal year. During 2018-2020, all estimates based on fiscal year.

² During 2017-2018, annual pass was for parking only. During 2019-2020, annual pass includes parking, camping, and boat launch passes.

FACILITY INCOME & EXPENSE AVERAGES

Approximate income (from revenue receipts/user fees collected), and operation and maintenance (O&M) expenses for the past five years of facility operations are provided below. O&M expenses include, but are not limited to: vault latrine pumping, trash collection, road grading and repair, routine maintenance, and general grounds keeping (e.g. painting, mowing, etc.).

Little Susitna Public Use Facility, Approximate 5-Year Income Data 2016-2020

YEAR	AMOUNT
2016	\$ 65,511.00
2017	\$ 58,810.00
2018	\$ 49,588.00
2019	\$ 41,668.00
2020	\$ 47,041.00
AVERAGE	\$ 52,523.60

Note: Based on contractor reporting for revenue receipts collected.

Little Susitna Public Use Facility, Approximate 5-Year Expense Data 2016-2020

YEAR	AMOUNT
2016	\$ 11,727.03
2017	\$ 13,136.15
2018	\$ 13,243.50
2019	\$ 10,831.28
2020	\$ 11,165.51
AVERAGE	\$ 12,020.69

Note: Based on contractor reporting for expenses including vault latrine pumping, trash collection, road grading, routine maintenance and general grounds keeping. *employee wages not included.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Fish and Game, Division of Sport Fish Access Program, is soliciting proposals for boat launch and campground host services at the Little Susitna Public Use Facility located in the Susitna Flats State Game Refuge.

The Contractor shall be responsible for facility management, including janitorial and facility maintenance and repairs, resource protection, public services, site supervision, and fee collection April 15 – October 31 each year.

CONTRACT AREA

The area affected by this contract includes the Little Public Use Facility, My Creek Trailhead within the LSPUF, and seven upstream developed campsites (see Attachment 7 Aerial Map).

In return for operating and maintaining the facility, the Contractor will be allowed to collect fees as listed in the fee schedule:

Fee schedule is set per 5 AAC 93.060.

LSPUF Fee Schedule

Open April 15 - October 31

Day Use Parking (With or Without Trailer)	\$7.00 Per Vehicle
Boat Launch & Day Use Parking	\$15.00 Per Vehicle w/ Boat
Camping	\$15.00 Per Vehicle/Night
Season Boat Launch & Day Use Parking Pass - (April 15 - October 31)	\$200.00 Per Person
Annual Vehicle Parking Pass (April 15 - October 31)	\$100.00 Per Vehicle
Day Parking Unattached Boat Trailer Parking (Upper Parking Lot)	\$15.00 Per Trailer
Annual Camping Pass (April 15 - October 31)	\$150.00 Per Vehicle
Dump Station	\$10.00 Per Vehicle
Annual Commercial Operator Boat Launch & Day Use Parking (April 15 - October 31)	\$450.00 Per Company (1 boat)
Annual Commercial Operator Camping Pass (April 15 - October 31)	\$300.00 Per Vehicle
Commercial Operator Unattached Boat Trailer Parking (Upper Parking Lot)	\$15.00 Per Trailer

The State is willing to consider other revenue enhancing services proposed by the offeror that are recreation related and benefit the public's use and enjoyment of the facility. All services to be provided must be identified in the offeror's proposal.

At a minimum, boat launching, day use activities, and overnight camping must be provided. All additional business conducted in the facility must be related to the facility and outdoor recreation. Offerors should specify in their proposal the additional type(s) and fee schedule for the additional services they would like to provide, as well as any additional on-site business activities they intend to pursue, for consideration by the State. However, the contract will specifically prohibit the sale of any type of alcoholic beverages, firearms, ammunition, tobacco and marijuana products on the premises.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of the fully executed contract, approximately April 1, 2021, through December 31, 2021 with nine one-year renewal options.

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

SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

- provide adequate personnel to have staff onsite 24-hours, seven days per week May 1 – October 15;
- provide an attendant on duty during peak business hours, (6:00 am to 11:30 pm). Staffing hours can be adjusted depending on public use. The contract shall describe how they intend to address night and off-peak user needs;
- facility and janitorial maintenance, as further described in Section 3.07 below;
- protection of facility natural resources;
- visitor information;
- collection of applicable facility user fees;
- compliance with applicable/state regulatory sanitary standards: including drinking water, sewage, and solid waste; and
- inform visitors of facility rules and seek compliance;
- provide detailed monthly expense, income, public use and fishing reports; reports are due no later than mid-month following the month being reported.

The Contractor will be responsible for providing all equipment and materials needed to maintain and operate the facility units listed in this RFP, and to the standards specified in this RFP. These include, but are not limited to:

- Toilet paper, cleaning and disinfecting/deodorizing solutions, shovels, brooms, mops, toilet brushes, paint brushes, paint, chainsaws, brush cutters, drills, generators, carts, and any other tools and supplies necessary to accomplish operation and maintenance of the facility units listed in this RFP. Paint and stain used by the Contractor shall conform to DFG standards for type and color.
- Satellite telephones, cellular phones, or two-way radios (there is no land-line phone available at the facility), fax machines, computers, and any other office equipment necessary to maintain records and fee collection duties described in this RFP. The Contractor shall be responsible for all utility fees associated with such equipment.
- All vehicles necessary to perform the work described in this RFP.
- Vault pumping and refuse removal costs.
- All storage buildings, containers, temporary employee housing, and other facilities proposed by the Contractor must have written approval of the State prior to installation. If applicable, the Contractor's trailer or motor home must fit in the available space, and present a neat, clean, and professional image. All equipment and facilities that will be provided and used must be neat, clean, and well maintained.
- All combination, keyed or deadbolt locks required for operation and maintenance of the facility. The Contractor will furnish the State with combinations or keys to locks on all state-owned facilities (except the fee station).

Before opening the facility for the season, the Contractor shall be responsible for meeting the following pre-season inspections and maintenance standards:

Facility Hazard Inspection:

The Contractor shall conduct a safety inspection to detect any hazards present at the facility that need to be corrected prior to public use and occupancy. Hazards such as dead trees, hazardous limbs, tripping hazards on pathways or other public use areas, potholes, structural deficiencies, etc. must be identified and the hazard remedied prior to the site being opened to the public. The inspection must be documented on a form provided by the State, with reports provided seasonally to the State (see Attachment 5 Facility Hazard Inspection form).

Water Systems:

The Contractor is responsible for meeting all applicable health and safety standards for managing the facility potable water systems. The State will provide assistance during the initial year to help the Contractor become familiar with each water system. It is the responsibility of the Contractor to ensure that the water systems are properly shut down and winterized prior to the winter season and then turned back on before opening the facility, unless other arrangements have been made with the project director.

The Contractor is responsible for all hand pump apparatus or other above-ground plumbing repairs of the water systems which are caused by vandalism, natural events, forces of nature, and events attributed to the Contractor's actions or negligence. Valves, water lines, or other system parts which break due to contractor negligence in following proper winterization in the prior season shall be the responsibility of the Contractor.

Fees for overnight camping may not be collected unless potable water is provided at the site. The Contractor is responsible for maintaining the public water supply and meeting Alaska Department of Environmental Conservation (DEC) standards. These standards require annual testing for Nitrate/Nitrite, and quarterly coliform by a certified laboratory (<https://dec.alaska.gov/eh/lab/micro-lab-cert-status.aspx>). 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 DEC). The Contractor shall maintain records of all maintenance and testing done on the wells.

When the LSPUF does not have potable water available due to system failure, unsafe water tests, or other causes, the Contractor may not charge overnight camping fees until potable water is once again restored for visitors. An alternative source of potable water may be provided to remove this restriction.

Water pumps and hydrants shall be inspected and cleaned regularly. Overhanging brush and ground vegetation must be removed from access paths. Each pump shall be posted with a sign that states: "To keep this water clean, please clean fish or wash at least 200 feet from this water source. The State of Alaska recommends that all water from this well be boiled for your protection."

General Facilities Maintenance:

A thorough cleaning of all facilities and camping spots shall be completed prior to, and at the end of the visitor season to ensure that all facility amenities remain safe, clean and functional for the public.

Bulletin Boards, Fee Stations, and Signs:

Bulletin boards and fee stations shall be updated with current information pertaining to LSPUF. Bulletin board format must utilize the State's template on at least the main side. Signs that may have been taken down during the winter shall be re-installed.

POST-SEASON OPERATIONS

The Contractor must winterize water systems in preparation with winter shut down by September 15th. Remove bulletin boards and signs as necessary to reduce winter vandalism loss. Pump latrine vaults (if half full or more) at the four locations that experience heavy early spring use (two in the campground, two at the boat launch). Conduct year-end report and submit to project director within 30 days of year-end closing.

DAMAGE TO STATE FACILITIES

In case of vandalism or other causes of damage to State facilities, the State shall self-insure the following structures

within the facility:

- All CXT Latrines
- Fee Station
- Boathouse
- Angler access platforms and stairways

In the event of a claim, the State and the Contractor shall split the cost of the deductible (\$1,000 per insured structure).

If a single event of damage or vandalism of non-insured facilities exceeds \$1,000 in estimated repair costs, or if ordinary wear and tear is considered excessive, the Contractor and project director will negotiate each one's share of those costs. Applicable repair costs may be used to reduce the Contractor's annual fee, if negotiated and agreed to in writing before repairs are made.

Should it be determined that the Contractor's actions contributed to the damage to the facility, the State's commitment in the above sections is not implied, and the Contractor shall be fully responsible for the repair costs.

Should damage occur to facility amenities other than within the Contractor's operating season, the Contractor agrees to pay up to \$500 per incident to repair. When damages exceed \$500, the Contractor and the project director will negotiate each one's share of the costs.

CUSTOMER SERVICE

The mission of the Alaska Department of Fish and Game is:

To protect, maintain, and improve the fish, game, and aquatic plant resources of the state, and manage their use and development in the best interest of the economy and the well-being of the people of the state, consistent with the sustained yield principle.

Contractors who operate within Alaska Department of Fish and Game, Division of Sport Fish facilities are expected to assist in achieving this mission. Customer service is central to the permitted operation. As such, the Contractor is expected to develop and implement methods for responding to visitor needs in a helpful, professional 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 facility.

The Contractor is responsible for providing site supervision at the Facility to ensure public use, enjoyment, and safety. Contractor's staff must be on-site and available to answer questions and perform other public services for a minimum of ten hours during peak daylight operating hours each day of the operating season.

In responding to violations of state and local laws, regulations and ordinances, the Contractor has the same authority as a private citizen. Contractors cannot enforce state or local laws, but should be knowledgeable of applicable facility regulations, Fish and Game regulations, or other applicable state regulations or laws, and should report violations of regulations to the appropriate law enforcement authorities.

The Contractor will be expected to inform visitors of the rules and regulations applicable to public use in the facility. If the Contractor needs assistance in dealing with unruly, criminal, and other behavior that creates public safety concerns, the Contractor shall gather as much information as possible on the violator without jeopardizing his or her own safety and contact the nearest appropriate law enforcement authority.

The Contractor shall take reasonable measures to prevent and discourage vandalism, theft, and disorderly conduct within the facility. 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.

Employee Conduct

- The Contractor is responsible for the conduct of his or her employees. This RFP 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 area.
- The Contractor shall cooperate with other groups or organizations permitted to use the area or premises.
- The Contractor shall ensure that their employees do not use or work under the influence of intoxicating beverages, illicit or mind-altering drugs while on duty or representing the Contractor.
- The Alaska Department of Fish and Game is committed to providing a safe and comfortable environment for the recreating public. At no time may the Contractor nor their staff be permitted under any circumstances to carry on their person at any time while on duty a firearm of any type (i.e. handguns, shotguns, rifles, etc.). The contractor and staff shall assume responsibility for the possession of their firearms and comply with this mandate. Firearms may be kept in their personal vehicle or recreational vehicle. At no time shall they carry a firearm in public in the facility.

FACILITY AND JANITORIAL MAINTENANCE STANDARDS

The Contractor shall be responsible for all janitorial and facility maintenance of the facility during the designated operating season. The services shall be conducted on a regularly scheduled basis (as outlined below) to maintain the cleanliness, safety, and serviceability of the facility. The Contractor is responsible for all repairs to facilities, structures, parking areas, roads, camping sites, trails, signs and signposts, bulletin boards, trash containers, and other improvements, and to the grounds in general. This includes painting, preserving and providing preventive maintenance for all items within and associated with the facility. The Contractor is also responsible for replacement and improvements of damaged or destroyed facility furnishings, as negotiated with the project director.

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 shall be done in a professional manner using generally accepted techniques and practices. Anything that appears to be a threat to public safety (holes or tripping hazards on pathways or other public areas, hazardous limbs or trees, structural defect, etc.) must be immediately secured to avoid safety risks to the public or visitors and repaired as soon as possible.

Note: The list below of facility amenities is comprehensive for all State facilities; listed amenities may not be present at this facility or relevant to this RFP

Toilets:

All toilet buildings and fixtures must be cleaned at least twice per week and inspected each day the Contractor or other staff members are in the facility. Messy toilets must be cleaned whenever found. Each toilet must be furnished with two rolls of paper in theft proof hangers, plus fumigants.

All parts (inside and outside) of the toilet fixture, including seats and lids shall be scrubbed and washed down with an approved cleaning solution and water. A long-handled brush shall be used to clean the inside and outside of the toilet fixture. After cleaning with the soap solution, the toilet seat and toilet lid must be rinsed with fresh water. A

pressurized water pump may be used. Pooled water shall be removed from the floor with a broom or squeegee. Pooled water shall be swept away from the door entrance way.

All walls, edges, and floors shall be free of dust, dirt and loose material. Fecal matter found on the floors, walls or side of the toilet shall be placed in the pit /vault using a shovel, and residue removed by scrubbing with a brush and cleaning solution or pressurized water spray.

All writing or marking on the walls must be removed by erasure, sanding, washing, or over-painting, immediately upon discovery.

A fumigant or bacterial agent must be used to control odors in the vault or pit. Severe odor problems may require repeated treatments. Solution shall be poured evenly over the fecal matter in the pit/vault.

If insects are observed inside the pit, the Contractor must spray the inside with insecticide. The Contractor is responsible for scheduling vault pumping and cleaning to prevent the vaults from getting too full and to assist with odor control. A certified sewage handler must pump toilet vaults whenever the sewage level reaches 12 inches below the floor level. All solids and liquids shall be removed from the facility and taken to an approved facility.

The Contractor shall repair all deficient hinges, springs, hooks, latches, or other door hardware upon discovery. Rusty or faulty toilet seats must be fixed or replaced. If damage is beyond the immediate capability of repair, it must be reported to the project director within 24 hours of discovery and provide details on how and when the damage will be repaired.

Spider webs and wasp nests found inside the vault latrines and those found outside along rooflines shall be removed upon discovery.

Tape or other adhesives may NOT be applied to toilet doors or walls without authorization.

Tables:

All tables shall be scrubbed down with a cleaning solution and rinsed with clear water. This service is to be completed on the first visit of the season and the first week of the month for all tables, whether soiled or not. All soiled tables shall be scrubbed down and rinsed, as necessary. Any tables that are broken or vandalized must be repaired immediately. Tables must be kept clean, in good repair, and painted every two years. Repair of damaged table planks will be the responsibility of the Contractor.

Fire pits:

Fire pits and/or grills must not be allowed to fill up. Rocks, garbage, broken bottles and burned-out cans must be removed from fire pits during scheduled maintenance. Ashes must be removed from fire pits when they are half full. Ashes may not be placed in dumpsters or trash cans while hot. Broken grills or fireplaces shall be repaired immediately. Fire pits will be thoroughly cleaned out on the first service visit of the year and the first week of each month during the operating season. Re-level any fire pits that require it. Remove any rock fire rings or modifications that were not installed or approved by the State. Remove ashes from unauthorized fire rings, scatter rocks and spread soil over these sites to make them less conspicuous.

Water Hydrants/Hand Pumps:

All hand pumps shall be maintained in clean, safe operating conditions. This includes regularly washing and sanitizing the drinking fountain orifice, bowl, and jug spigots to keep free of dirt or debris. All hinge points on pump assemblies shall be greased (standard bearing grease) at least once per season, or when dry (usually noisy) to reduce wear. Drainage from the pump area shall be kept free of food scraps, litter, or other material deposited. Pump parts will be painted the proper color green. Appropriate signage must be maintained regarding water treatment and shall indicate prohibited activities such as fish cleaning and dish washing (if applicable).

Litter and Trash:

- All litter shall be picked up when found. All near water areas shall be free of litter and garbage. When garbage cans have been knocked over or garbage overflows on the ground, it must be picked up, bagged, and removed from the area or placed in a dumpster AS SOON AS POSSIBLE since this is an animal attractant. The Contractor shall provide either garbage cans or dumpsters suitable to contain all the trash generated on site and shall provide service regularly.
- The Contractor is encouraged to provide animal-resistant garbage containers to reduce the incidence of bear problems.
- All garbage must be disposed of at a DEC-approved facility. Garbage may not be burned or disposed of on State lands or waters.
- The Contractor is encouraged to place and regularly service an aluminum recycling container.

Signs, Posts, and Other Barriers:

Ensure that all signs are maintained, replacing faded or vandalized signs as often as necessary. All signposts and vertical parking barriers shall be straightened or replaced as necessary. Parking bumpers shall be maintained free of obscuring brush and grass, and in a level position. At no time may signage be affixed to vegetation. All permanent signs must follow Alaska Department of Fish and Game standards and be approved prior to installation.

Bulletin Boards:

Bulletin boards must be maintained in good repair with accurate, uncluttered, current information regarding the facility, regulations, fishing and natural resources information and local services information. Temporary notices, such as bear advisories may be stapled to the wooden sides of the bulletin board. Staples must be removed when notice is removed. Inserts must follow State format on the main side. No advertisements for private businesses or other personal ventures are allowed.

Fee Station Area:

The fee station area shall be maintained in a neat, clean and professional manner. Fee station signs shall not be defaced with other signage, flyers or other temporary messages. No tape, staples, or other fasteners may be used on any signage or structures without authorization (except as described above). An exception to this is Contractor information, which may be affixed to the iron fee box describing payment information.

Boat Launch:

The launch must be maintained in good working order and kept free of woody debris, and planks monitored for distortion or other subsurface hazards.

Road Maintenance:

The Contractor shall conduct routine road maintenance, such as pothole filling, water diversion, grading, and other road maintenance as necessary to enable safe and reasonably comfortable vehicular use of facility roads. The Contractor shall grade all gravel park road surfaces at least once annually, preferably before the season begins. The State may require additional grading, pothole filling, dust abatement or other road maintenance as necessary to enable safe and reasonably comfortable vehicular use of the facility roads. Contractor will not be responsible for pavement damage such as asphalt breakage or frost heaving, however, will sweep asphalt and repair pavement cracks. The Contractor shall propose a road maintenance schedule to accomplish these goals.

Trails:

Trail maintenance includes brushing, downed tree removal, litter pickup, light erosion damage repairs to trail treads and minor repairs to railings.

Elevated Light Penetrating (ELP) Walkways, Staircases, and Fishing Platforms:

ELP maintenance includes seasonal installation and removal of staircases and handrails, minor damage repairs to level platforms and minor repairs to railings. Removable staircases must be stored inland or attached and locked to permanent platforms above ordinary high water to prevent damage from occurring during winter months.

Vegetation Control:

Brush and annual vegetation shall be cut back from parking bumpers, signs, bulletin boards, latrines, roadside, etc. seasonally or more frequently as needed. Roadsides and campsite pullouts must have brush trimmed back to no closer than five feet from the drivable road surface. Lawn areas shall be mowed weekly. Any felling or removal of trees greater than six inches at base must be approved in advance by the project director. Gate tie-back posts must be visible with all brush cleared at ground level, leaving no stakes to prevent potential accidents. Gates shall be secured to the tie-back post, when opened.

Painting:

All painted signposts, litter barrels and stands, bulletin boards, water pumps, and gates shall be repainted every two years beginning in the first year of the contract. New CXT concrete toilets should not need paint other than routine touch up or graffiti removal. Toilet painting will be coordinated with the project director. The project director will specify the paint and stain type and color standards for all structures.

Recreation Site Improvements or Alterations:

Any permanent site improvement or alterations by the Contractor must first be approved by the State. The State will also be responsible for planning facility improvements. The State will consider allowing the Contractor to construct a campground store and/or a caretaker residence, or place portable structures used as a rental outlet for watercraft and/or bikes. The size, design and location will be approved by the State. These may only be summer seasonal facilities and must be temporary buildings that can be removed from the facility at the end of the season.

Minor Repairs:

Repairs of hinges, toilet paper holders, door hooks or latches, and door springs shall be performed when discovered. Graffiti on walls, rocks or other places shall be painted over or otherwise removed upon discovery; it may be necessary to sand the area prior to painting to ensure graffiti does not show through.

If a single event of damage or vandalism of facilities exceeds \$500 in estimated repair costs, or if ordinary wear and tear is considered excessive, the Contractor and project director will negotiate each one's share of those costs.

Cleaning Time:

The site shall be cleaned between the hours of 7:00 a.m. and 5:00 p.m.

Removal of Unauthorized Equipment or Structures:

The Contractor shall not allow any publicly installed structures in the facility unless authorized by the State. This includes any rope swings, ramps, jumps, etc.

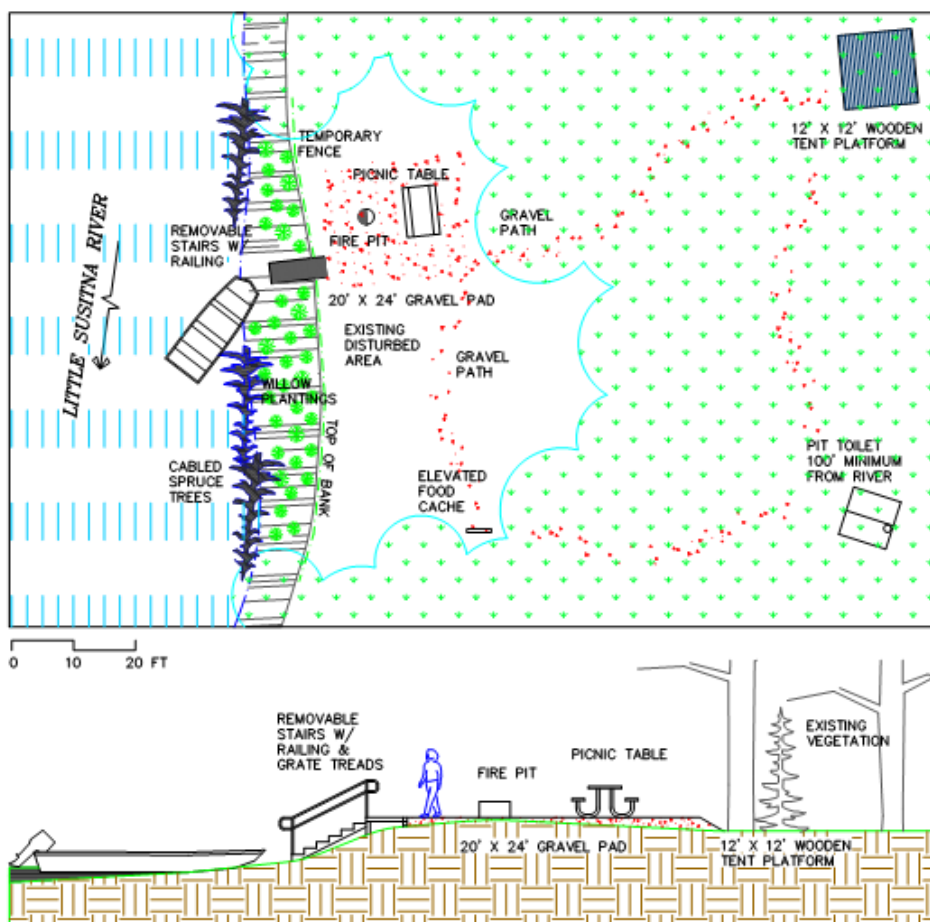
Remote Campsites:

Maintain the seven upstream on-river campsites, (see Attachment 7 Aerial Map). The campsites are located between RM 30 and RM 34 and range from 1.5 miles to 3.8 miles upstream from the boat launch, all of which are downstream of the ADF&G floating weir. Site 1 is located 1.5 miles upstream from the boat launch is also accessible via the My Creek Trailhead, while the remaining campsites are only accessible via boat.

Each site includes a pit toilet, a picnic table, fire pit, tent platform(s), ELP stairway with platform, and signage to educate users and to help manage the sites. Maintenance for these amenities is the same as listed above with the following exceptions:

- Pit toilets – cleaned and stocked every two weeks, or weekly during high-use periods.
- Fire pits – cleaned every two weeks.
- Tent platform(s) – seasonally inspected, leveled and repaired as needed
- Bear resistance food containers – cleaned and disinfected at the beginning of the season, then cleaned monthly.
- Vegetation Control – brush shall be cut back on the trail from the ELP to the campsite and around all the campsite amenities.

Typical Layout for Remote Campsites



SEC. 3.04 CONTRACT TYPE

This contract is a **FIXED PRICE CONCESSION** contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and monthly use report. No payment will be made until the progress report and invoice has been approved by the project director. Additional compensation shall be from revenues raised at the facility.

SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES

Not applicable to this contract.

SEC. 3.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Fish and Game or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

SEC. 3.08 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through **12/31/2021**.

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June 2020 (225.049)); and each (January through June six-month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

SEC. 3.09 CANCELLATION FOR CONVENIENCE

The state reserves the right to cancel the contract at its convenience upon 45 calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

SEC. 3.10 LOCATION OF WORK

The location(s) the work is to be performed, completed, and managed is at the Little Susitna Public Use Facility and seven boat accessible improved campsites.

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

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

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

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

SEC. 3.11 THIRD-PARTY SERVICE PROVIDERS

Third-party service providers will not be allowed.

SEC. 3.12 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.13 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.14 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.15 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

SEC. 3.16 CONTRACT PERSONNEL

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.17 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 director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

SEC. 3.18 LIQUIDATED DAMAGES

Not applicable to this contract.

SEC. 3.19 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

SEC. 3.20 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.

SEC. 3.21 INDEMNIFICATION

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

SEC. 3.22 INSURANCE REQUIREMENTS

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

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

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

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

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

SEC. 3.23 TERMINATION FOR DEFAULT

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 8. ATTACHMENTS.**

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 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.

SEC. 4.02 INTRODUCTION

Proposals must include the Proposal Cover document which will provide the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.03 UNDERSTANDING OF THE PROJECT

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

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,
- resume,
- location(s) where work will be performed,
- itemize the total cost and the number of estimated hours for each individual named above.

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed.

SEC. 4.07 COST PROPOSAL

Offeror's must submit their cost proposal as a separate document from the proposal. Proposed costs must all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

SEC. 4.08 EVALUATION CRITERIA

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

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

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 UNDERSTANDING OF THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.02 MANAGEMENT PLAN FOR THE PROJECT (20%)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?
- 10) Does any proposed commercial activity conflict/interfere with the intended use of the facility and that of its visitors?

SEC. 5.03 EXPERIENCE AND QUALIFICATIONS (20%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

2) Questions regarding the firm and subcontractor (if used):

- a) How well has the firm demonstrated experience in completing similar projects in a quality manner, on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided 3 letters of reference from previous clients?

SEC. 5.04 CONTRACT COST (40%)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11.

Converting Cost to Points

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

SEC. 5.05 ALASKA OFFEROR PREFERENCE (10%)

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

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 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.

SEC. 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 Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 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.

SEC. 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.

SEC. 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.

SEC. 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.

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the ALCES conference room of the Alaska Department of Fish and Game Building located at 1800 Glenn Highway in Palmer, Alaska.

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

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 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:

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

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

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

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

SEC. 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 Shared 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)

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

Sec. 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:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 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;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 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.

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

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

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

STEP 2

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$$

Offeror #3 receives 33.7 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.7$

(b) ALASKA OFFEROR PREFERENCE

STEP 1

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

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

STEP 2

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

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

STEP 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

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

STEP 4

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

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached in **SECTION 8. ATTACHMENTS** 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 in a separate document. Please include the following information with any change that you are proposing:

1. Identify the provision the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

SEC. 7.02 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

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

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.05 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 7.06 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 counteroffer and the proposal may be rejected.

Minor informalities that:

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

may be waived by the procurement officer.

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

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

SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.08 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.

SEC. 7.09 ASSIGNMENTS

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. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 7.10 DISPUTES

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

SEC. 7.11 SEVERABILITY

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

SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 7.13 SOLICITATION ADVERTISING

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

SEC. 7.14 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Proposal Cover,
- 2) Standard Contract Form for Goods and Non-Professional Services - Appendix A,
- 3) Topo, Site, Aerial Maps,
- 4) Fee Schedule & Definitions

ATTACHMENT 1 Proposal Cover

IN ORDER FOR THIS PROPOSAL TO BE CONSIDERED RESPONSIVE, THE OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION AND SUBMIT THIS FORM WITH THEIR PROPOSAL.

OFFEROR INFORMATION

Company Name: _____

Physical Address: _____

Mailing Address: _____

Contact Name: _____

Contact Telephone Number: _____

Contact Fax Number: _____

Contact Email Address: _____

PRIOR EXPERIENCE CERTIFICATION

Does the Offeror meet the prior experience requirement in Sec. 1.04 Prior Experience? YES ☐ NO ☐

Is there any conflict of interest with the offeror per section 1.08(d) of this RFP? Yes ☐ no ☐ (if Yes attach an explanation)

Will any additional commercial activities be offered other than charging for boat launch, day use, overnight camping, use of dump station, or firewood? YES ☐ NO ☐

If Yes, please explain:

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

- The laws of the State of Alaska;
- The applicable portion of the Federal Civil Rights Act of 1964;
- The Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- All terms and conditions set out in this RFP;
- A condition that the proposal submitted was independently arrived at without collusion, under penalty of perjury;
- That the offers will remain open and valid for at least 90 days; and

- 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.

FEDERAL COMPLIANCE REQUIREMENTS:

1. Political Activity – Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.
2. Civil Rights – No person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded in whole or in part by federal funds.
3. Allowable Costs/Cost Principles – 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, establishes principles and standards for determining costs for Federal awardees carried out through grants, cost reimbursement contracts, and other agreements with State and local governments and federally-recognized Indian tribal governments (governmental units). A cost is allowable for federal reimbursement only to the extent of benefits received by federal programs, and costs must meet the basic guidelines for allowability, reasonableness, and allocability.
4. Drug-Free Workplace Act – The Offeror, by signing this agreement, certifies that they will provide a drug-free workplace.
5. Debarment/Suspension – The Offeror, by signing this agreement, certifies that neither it, nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federal financial assistance programs or activities.
6. Where The Offeror is unable to certify to any of the statements in this certification, The Offeror shall attach an explanation to this agreement.
7. Audits – The Offeror acknowledges that 75 % of the funding for this agreement is from the Federal (Sport Fish Restoration - Boating Access Program), CFDA (15.605). The Offeror acknowledges that receipt of federal funds may create audit requirements under OMB 2 CFR 200.

▪

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 90 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.

By signature on this cost proposal form, the offeror certifies that this price proposal was independently arrived at without collusion and includes all costs required to provide the services as described in this RFP.

Offeror's Authorized Signature

Date

Printed Name

Title

PREFERENCE CERTIFICATION

(a) Does your company qualify for the Alaska Bidder's Preference? YES ☐ NO ☐

If yes, you must have a current Alaska Business license at the Deadline for Responses.

License Number: _____

(b) Does your company qualify for the Alaska Veteran's Preference? YES ☐ NO ☐

If yes, provide a copy of your DD214 with social security number, serial number, date of birth, and other Privacy Act information redacted out with your bid or upon request by the DFG Procurement Officer.

(c) Does your company qualify for the Alaska Employment Program or Alaskans with

Disabilities preference? YES ☐ NO ☐

If yes, provide a copy of the certification letter issued by the Division of Vocational Rehabilitation with your bid. Failure to provide a copy of the certification letter with your bid will result in disallowance of the preference.

ATTACHMENT 2

STANDARD CONTRACT FORM

Goods and Non-Professional Services

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code See Appendix D	4. Agency Appropriation Code See Appendix D
5. Vendor Number	6. IRIS Document ID #	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of Fish and Game	Division Sport Fish	hereafter the State, and	
9. Contractor hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4

10.	<p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Contract:</p> <p>2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the scope of work/services to be performed by the Contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed \$ _____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the Contractor shall refer to the Agency Contract Number and send the billing to:</p>
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11. Department of	Attention: Division of
Mailing Address	Attention:

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm	Department/Division
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer
Date	Date

APPENDIX A GENERAL CONDITIONS

1. Inspections and Reports:

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

2. Suitable Materials, Etc.:

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

3. Disputes:

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

4. Default:

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

5. No Assignment or Delegation:

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

6. No Additional Work or Material:

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

7. Independent Contractor:

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

8. Payment of Taxes:

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

9. Compliance:

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

10. Conflicting Provisions:

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

11. Officials Not to Benefit:

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

12. Contract Prices:

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

13. Contract Funding:

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

14. Force Majeure:

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

15. Contract Extension:

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

16. Severability:

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

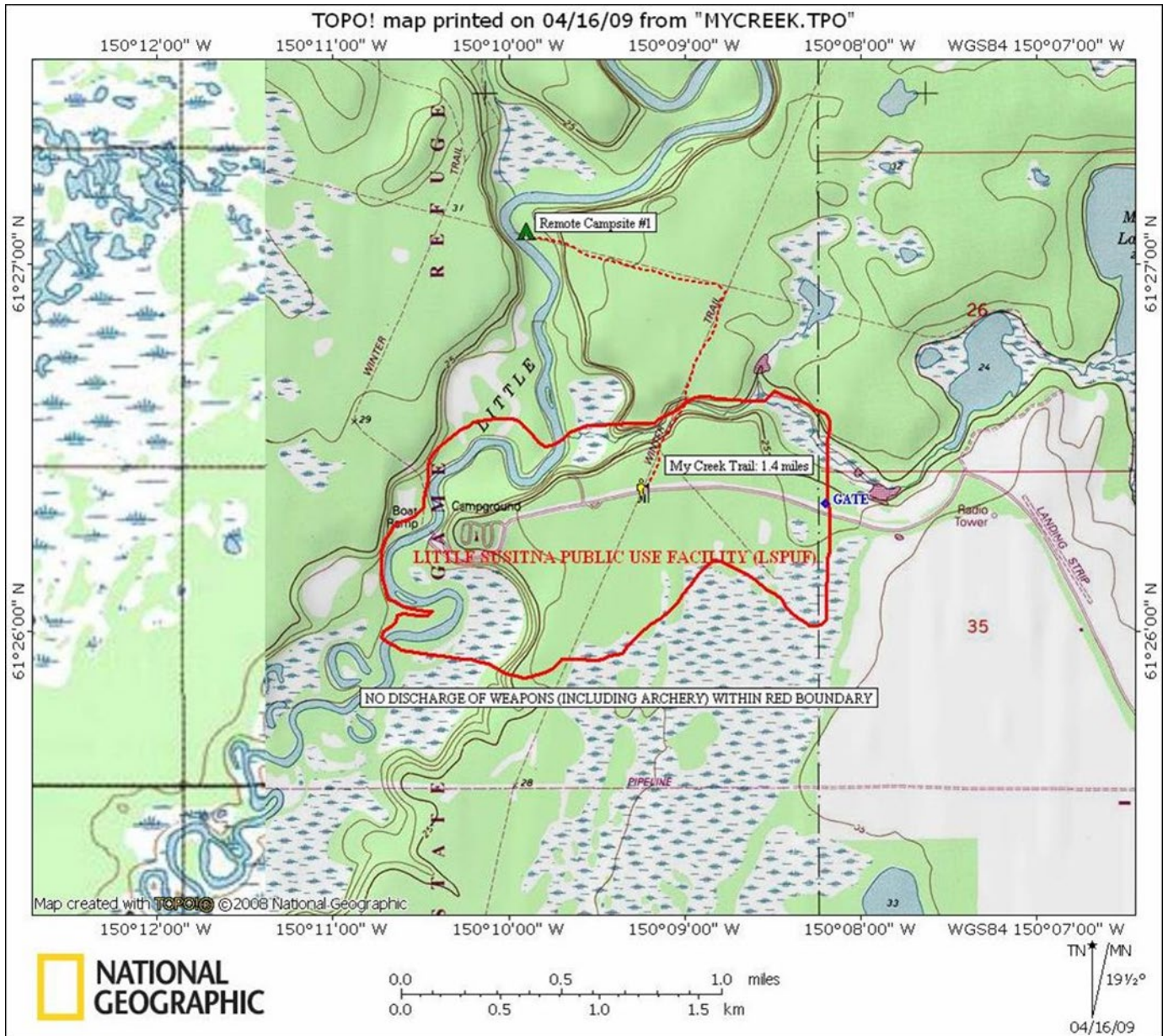
17. Continuing Obligation of Contractor:

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

18. Governing Law; Forum Selection:

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

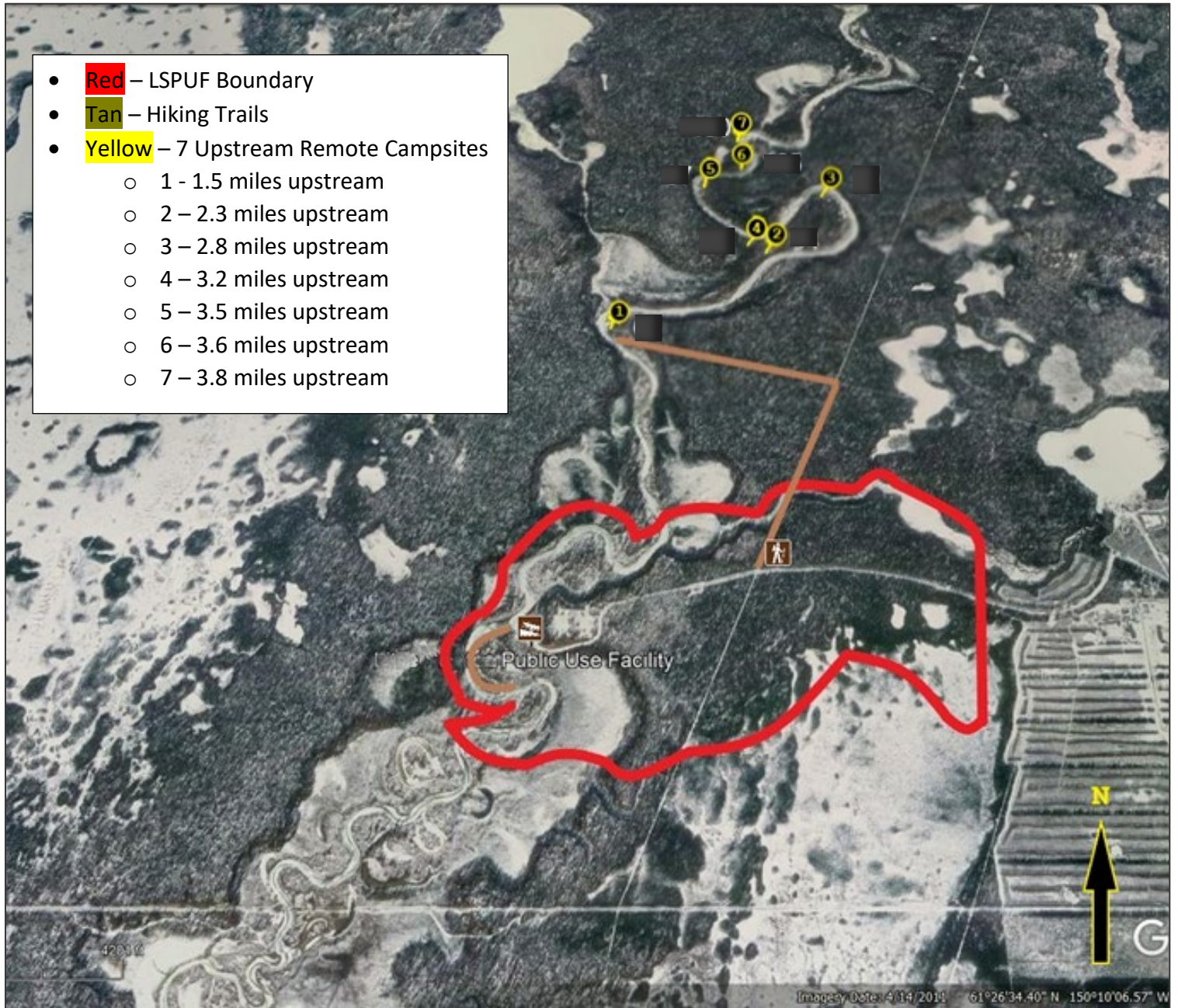
ATTACHMENT 3: TOPO MAP



ATTACHMENT 3: SITE MAP



ATTACHMENT 3 AERIAL MAP



ATTACHMENT 4

FEE SCHEDULE & DEFINITIONS

Little Susitna Public Use Facility Fee Schedule & Definitions

Fee schedule per 5 AAC 93.060

LSPUF Fee Schedule

Day Use Parking (With or Without Trailer)	\$7.00 Per Vehicle
Boat Launch & Day Use Parking	\$15.00 Per Vehicle w/ Boat
Camping	\$15.00 Per Vehicle/Night
Season Boat Launch & Day Use Parking Pass - (April 15 - October 31)	\$200.00 Per Person
Season Vehicle Parking Pass (April 15 - October 31)	\$100.00 Per Vehicle
Day Use Parking Unattached Boat Trailer Parking (Upper Parking Lot)	\$15.00 Per Trailer
Season Camping Pass (April 15 - October 31)	\$150.00 Per Vehicle
Dump Station	\$10.00 Per Vehicle
Commercial Operator Season Boat Launch & Day Use Parking (April 15 - October 31)	\$450.00 Per Company
Commercial Operator Season Camping Pass (April 15 - October 31)	\$300.00 Per Vehicle
Commercial Operator Unattached Boat Trailer Parking (Upper Parking Lot)	\$15.00 Per Trailer

Day Use Parking Fee: \$7

Entitles the vehicle operator to park within a single parking space for one calendar day.

**Pass is valid until 11:59 pm of that calendar day.*

Boat Launch Fee: \$15 Per Vehicle with Boat

Entitles the holder of the pass to one launch and retrieval of one boat, and parking for one vehicle with an attached trailer for one calendar day. **Pass is valid until 11:59 pm of that calendar day.*

Camping: \$15 Per Vehicle, Per Night

Entitles the holder of the pass to overnight use of a developed campsite and parking for one vehicle.

**Camping Limit: No more than 15 consecutive days within a 30-day period unless otherwise posted by an authorized representative of the state. 5 AAC 95.515(4)(K). Once the campsite has been occupied for the posted time limit, or 15 consecutive days, whichever is less, the camper may not return for an additional 15 days. 11 AAC 12.230(c)*

Season Boat Launch & Day Use Parking Pass: (April 15 – October 31): \$200 Per Vehicle w/Boat

Entitles the holder of the pass to unlimited launches and retrievals for one boat, to parking for one vehicle with an attached trailer, and to tie up/moor one boat along the riverbank within the Little Susitna Public Use Facility for the season, depending on space availability. Mooring can only occur at the established tie-downs provided; moorage space cannot be reserved or occupied unattended overnight.

**Passes cannot be transferred and can only be used on one trailer.*

Season Vehicle Parking Pass: (April 15 – October 31): \$100 Per Vehicle

Entitles the holder of the pass to unlimited day use parking for one vehicle within the Little Susitna Public Use Facility for the season, depending on space availability.

**Passes cannot be transferred and can only be used on one vehicle.*

Day Parking Unattached Boat Trailer Parking (Upper Parking Lot #2 or #3): \$15.00 Per Trailer Per Day

For each calendar day for parking an unattached trailer in the upper parking lot; an unattached trailer may not be parked in the lower lot. **The maximum stay limit for an unattached trailer is 10 days. 11 AAC 12.020(d)*

Season Camping Pass: (April 15 – October 31): \$150 Per Vehicle

A season camping pass entitles the holder of the pass to overnight use of a developed campsite and parking for one vehicle for the season, depending on space availability, campsite must be occupied;

**Camping Limit: No more than 15 consecutive days within a 30-day period unless otherwise posted by an authorized representative of the state. 5 AAC 95.515(4)(K). Once the campsite has been occupied for the posted time limit, or 15 consecutive days, whichever is less, the camper may not return for an additional 15 days. 11 AAC 12.230(c)*

Dump Station: \$10.00 Per Vehicle

For each vehicle use of the dump station.

Commercial Operator Season Boat Launch & Day Use Parking (April 15 – Oct 31) \$450 per company

Entitles the holder of the pass to unlimited launches and retrievals of one boat, to parking for one vehicle with an attached trailer, and to tie up/moor boat along the riverbank within the Little Susitna Public Use Facility for the season, depending on space availability. Mooring can only occur at the established tie-downs provided; moorage space cannot be reserved or occupied unattended overnight.

**A commercial pass is nontransferable.*

**There is no daily launch and parking pass and no daily camping pass available to commercial users.*

Commercial Operator Season Camping Pass (April 15 – Oct 31) \$300 per vehicle

Entitles the holder of the pass to overnight use of a developed campsite for the season, depending on space availability.

**Camping Limit: No more than 15 consecutive days within a 30-day period unless otherwise posted by an authorized representative of the state. 5 AAC 95.515(4)(K). Once the campsite has been occupied for the posted time limit, or 15 consecutive days, whichever is less, the camper may not return for an additional 15 days. 11 AAC 12.230(c)*

Commercial Operator Unattached Boat Trailer Parking (Upper Parking Lot): \$15.00 Per Trailer

For each calendar day for parking an unattached trailer in the upper parking lot; an unattached trailer may not be parked in the lower lot. **The maximum stay limit for an unattached trailer is 10 days. 11 AAC 12.020(d)*