

STATE OF ALASKA REQUEST FOR PROPOSALS



MERCHANDISING AND MARKETING SERVICES OF ALASKA STATE PARKS PRODUCTS RFP 2022-1000-5020

ISSUED NOVEMBER 9, 2021

THE DEPARTMENT OF NATURAL RESOURCES, DIVISION OF SUPPORT SERVICES IS SOLICITING PROPOSALS FOR
MERCHANDISING AND MARKETING SERVICES OF ALASKA STATE PARKS PRODUCTS

ISSUED BY:

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF PARKS AND OUTDOOR RECREATION

PRIMARY CONTACT:

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CHRISTOPHER.BROOKS@ALASKA.GOV
(907) 269-8666

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS	4
SEC. 1.01 PURPOSE OF THE RFP	4
SEC. 1.02 BUDGET	4
SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.04 PRIOR EXPERIENCE	4
SEC. 1.05 REQUIRED REVIEW	4
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS.....	4
SEC. 1.07 RETURN INSTRUCTIONS.....	5
SEC. 1.08 PROPOSAL CONTENTS.....	5
SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY	6
SEC. 1.10 AMENDMENTS TO PROPOSALS	6
SEC. 1.11 AMENDMENTS TO THE RFP	7
SEC. 1.12 RFP SCHEDULE.....	7
SEC. 1.13 PRE-PROPOSAL CONFERENCE	7
SEC. 1.14 ALTERNATE PROPOSALS	7
SEC. 1.15 NEWS RELEASES.....	7
SECTION 2. BACKGROUND INFORMATION	8
SEC. 2.01 BACKGROUND INFORMATION	8
SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION	9
SEC. 3.01 SCOPE OF WORK	9
SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE	10
SEC. 3.03 DELIVERABLES	10
SEC. 3.04 CONTRACT TYPE	10
SEC. 3.05 PROPOSED PAYMENT PROCEDURES	10
SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES	11
SEC. 3.07 CONTRACT PAYMENT.....	11
SEC. 3.08 CONTRACT PRICE ADJUSTMENTS	11
SEC. 3.09 MANDATORY REPORTING	11
SEC. 3.10 LOCATION OF WORK.....	11
SEC. 3.11 THIRD-PARTY SERVICE PROVIDERS.....	11
SEC. 3.12 SUBCONTRACTORS.....	11
SEC. 3.13 JOINT VENTURES.....	12
SEC. 3.14 RIGHT TO INSPECT PLACE OF BUSINESS.....	12
SEC. 3.15 F.O.B. POINT.....	12
SEC. 3.16 CONTRACT PERSONNEL	12
SEC. 3.17 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	12
SEC. 3.18 LIQUIDATED DAMAGES	12
SEC. 3.19 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS.....	12
SEC. 3.20 NONDISCLOSURE AND CONFIDENTIALITY	13
SEC. 3.21 INDEMNIFICATION	13
SEC. 3.22 INSURANCE REQUIREMENTS	14
SEC. 3.23 TERMINATION FOR DEFAULT	14
SECTION 4. PROPOSAL FORMAT AND CONTENT	15
SEC. 4.01 PROPOSAL FORMAT AND CONTENT	15
SEC. 4.02 INTRODUCTION	15
SEC. 4.03 UNDERSTANDING OF THE PROJECT	15
SEC. 4.04 METHODOLOGY AND BUSINESS PLAN.....	15

SEC. 4.05	EXPERIENCE AND QUALIFICATIONS	15
SEC. 4.06	DESIGN SAMPLES	16
SEC. 4.07	COMPENSATION PROPOSAL	16
SEC. 4.08	EVALUATION CRITERIA	16
SECTION 5.	EVALUATION CRITERIA AND CONTRACTOR SELECTION	17
SEC. 5.01	UNDERSTANDING OF THE PROJECT (20%)	17
SEC. 5.02	METHODOLOGY AND BUSINESS PLAN (30%).....	17
SEC. 5.03	EXPERIENCE AND QUALIFICATIONS (20%)	18
SEC. 5.04	DESIGN SAMPLES (10%)	18
SEC. 5.05	COMPENSATION PROPOSAL (10%)	18
SEC. 5.06	ALASKA OFFEROR PREFERENCE (10%)	19
SECTION 6.	GENERAL PROCESS INFORMATION	20
SEC. 6.01	INFORMAL DEBRIEFING	20
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....	20
SEC. 6.03	SITE INSPECTION	20
SEC. 6.04	CLARIFICATION OF OFFERS	21
SEC. 6.05	DISCUSSIONS WITH OFFERORS.....	21
SEC. 6.06	EVALUATION OF PROPOSALS	21
SEC. 6.07	CONTRACT NEGOTIATION	21
SEC. 6.08	FAILURE TO NEGOTIATE.....	22
SEC. 6.09	OFFEROR NOTIFICATION OF SELECTION	22
SEC. 6.10	PROTEST	22
SEC. 6.11	APPLICATION OF PREFERENCES	23
SEC. 6.12	ALASKA BIDDER PREFERENCE.....	23
SEC. 6.13	ALASKA VETERAN PREFERENCE	24
SEC. 6.14	ALASKA OFFEROR PREFERENCE	24
SEC. 6.15	FORMULA USED TO CONVERT COST TO POINTS	24
SEC. 6.16	EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES	25
SECTION 7.	GENERAL LEGAL INFORMATION	27
SEC. 7.01	STANDARD CONTRACT PROVISIONS	27
SEC. 7.02	QUALIFIED OFFERORS	27
SEC. 7.03	PROPOSAL AS PART OF THE CONTRACT.....	27
SEC. 7.04	ADDITIONAL TERMS AND CONDITIONS	27
SEC. 7.05	HUMAN TRAFFICKING	27
SEC. 7.06	RIGHT OF REJECTION	28
SEC. 7.07	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	28
SEC. 7.08	DISCLOSURE OF PROPOSAL CONTENTS	28
SEC. 7.09	ASSIGNMENTS	29
SEC. 7.10	DISPUTES	29
SEC. 7.11	SEVERABILITY	29
SEC. 7.12	SUPPLEMENTAL TERMS AND CONDITIONS.....	29
SEC. 7.13	SOLICITATION ADVERTISING	29
SEC. 7.14	FEDERALLY IMPOSED TARIFFS	29
SECTION 8.	ATTACHMENTS.....	31
SEC. 8.01	ATTACHMENTS.....	31

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Natural Resources, Division of Parks and Outdoor Recreation, is soliciting proposals for merchandising and marketing services of Alaska State Parks Products. A more detailed description including scope of work is provided in Section 3 Scope of Work and Contract Information.

SEC. 1.02 BUDGET

A contract resulting from this RFP will be a no cost to the State of Alaska contract. The Department of Natural Resources, Division of Parks and Outdoor Recreation has no funds available for this contract. The selected contractor will pay the State an agreed to percentage of gross sales for merchandise sold or marketed through the contract resulting from this RFP. The State desires a minimum of 10% of gross sales for a contract resulting from this RFP. Proposals less than 10% of gross sales will be considered non-responsive and will be rejected by the State. Offerors should review Section 3 of this RFP for more information on scope of work. Proposals requiring expenditure of State funds will be considered non-responsive and will be rejected.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00PM prevailing Alaska Time on November 30, 2021. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

Offerors submitting a proposal in response to this RFP must be an established company that is in the business of purchasing and marketing promotional merchandise. No specific minimums have been set on the minimum amount of experience required by the State for offerors submitting a proposal in response to this RFP, however, a minimum of three years of experience is desired. Offerors should highlight their experience in purchasing and marketing promotional items and merchandise, preferably within the State of Alaska.

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.

The deadline for submission of questions is 2:00PM prevailing Alaska Time on November 19, 2021.

PROCUREMENT OFFICER: Chris Brooks – PHONE (907)269-8666 – EMAIL christopher.brooks@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit four hard copies of their proposal, in writing, to the procurement officer in a sealed package. The compensation proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Natural Resources
Division of Support Services
Attention: Chris Brooks
Request for Proposal (RFP) Number: 2022-1000-5020

RFP Title: Merchandising and Marketing Services of Alaska State Parks Products

**550 W. 7TH AVE, SUITE 1330
ANCHORAGE, AK 99501**

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

**550 W. 7TH AVE, SUITE 1330
ANCHORAGE, AK 99501**

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

**550 W. 7TH AVE, SUITE 1330
ANCHORAGE, AK 99501**

If submitting a proposal via email, the technical proposal and compensation proposal must be saved as separate PDF documents and emailed to christopher.brooks@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Compensation 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. Similar to 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 christopher.brooks@alaska.gov 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.

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

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 November 9, 2021,
- Pre-proposal conference on November 17, 2021,
- Deadline for Receipt of Proposals November 30, 2021 at 2PM AK Time,
- Proposal Evaluation Committee complete evaluation by week of December 6, 2021,
- State of Alaska issues Notice of Intent to Award a Contract by week of December 13, 2021,
- State of Alaska issues contract by week of December 27, 2021,
- Contract start by week of January 3, 2022.

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

SEC. 1.13 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held at 10:00AM, Alaska Time, on November 17, 2021 via teleconference. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made. Participants may dial into the meeting using the following number: 800-315-6338 access code 98666

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

In the past ten years, merchandising of Alaska State Parks promotional items such as but not limited to: t-shirts, sweatshirts, hoodies, collectible pins, stickers, hats, mugs, maps, posters, etc was done through the Department of Natural Resources, Public Information Centers, located in Anchorage and Fairbanks, or through regional park offices. Merchandise was purchased by Alaska State Parks and provided to the Public Information Centers or regional offices for display and over-the-counter sale.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The State of Alaska, Department of Natural Resources (DNR), Division of Parks and Outdoor Recreation (DPOR) is looking for qualified contractor to partner in the purchase and merchandising of Alaska State Parks (ASP) merchandise, of which a pre-determined portion of the proceeds will be returned by the selected contractor to the State. Merchandise may include but is not limited to: t-shirts, sweatshirts, hoodies, collectible pins, stickers, hats, mugs, maps, posters, etc. As stated in Section 1.02 Budget of this RFP, the State desires a minimum of 10% of gross sales for any contract resulting from this RFP. Proposals less than 10% of gross sales will be considered non-responsive and will be rejected by the State.

DNR/DPOR envisions a working partnership with selected contractor and Development Specialist, or other ASP designee, to utilize existing ASP logos on merchandise, development of logos and design for ASP commemorative events, and independent contractor development of logos and designs for marketing and sale of ASP merchandise. The selected contractor will be responsible for establishing a relationship with merchandise vendors that are U.S. based and operated, using Alaska vendors whenever possible, the creation and production of merchandise, and the marketing and sale of merchandise throughout the State of Alaska and nationwide. The selected contractor must have the ability to have merchandise ready for marketing and distribution before May 1st of each contract year beginning in 2022. As May 2022 is a tight timeline from the contract begin date, ASP does realize that there will not be a full rollout of product until May 2023, but would like to see some product available to the public in 2022.

Per the requirements of Alaska Statute (AS) 41.21.026 governing DPOR merchandise: “To the extent practicable, the department shall sell only merchandise produced or manufactured, including printing, screen printing, and embroidery, in the United States that, subject to AS 36.30, is procured from either an Alaska bidder or a person that employs prisoners under AS 33.30.191(b).” Use of Made in Alaska and products listed on the current Alaska Product Preference list is desired but not required. Information on these and other programs managed by the Department of Commerce, Community, and Economic Development, Division of Economic Development can be found at the following link: [Development Section, Division of Economic Development \(alaska.gov\)](https://alaska.gov/economic-development). Use of Alaska Forest Product Preference and Alaska Agricultural and Fisheries and Product Preference as specified within AS 36.15.010 and AS 36.15.050 are also desired, where applicable and possible.

In addition to the General Conditions listed in Appendix A and Appendix B1 Indemnity and Insurance requirements (attached to this RFP), the selected contractor will also be required to sign the DPOR logo licensing agreement. An example of the logo licensing agreement is attached to this RFP. The selected contractor will also be required to have written approval from the DPOR on all additional designs and merchandise and for any online marketing.

DPOR Mission and Vision

Mission: The DPOR provides outdoor recreation opportunities and conserves and interprets natural, cultural, and historic resources for the use, enjoyment, and welfare of the people.

Vision: The DPOR envisions an affordable and accessible system of parks that provide diverse, safe, year-round, high-quality, family-oriented, outdoor recreation experiences; statewide programs that enhance the enjoyment and stewardship of the State’s outdoor recreation, natural, historic, and cultural resources; and a dedicated professional staff that fully meets the needs of the public.

Offerors should carefully review Section 4 Proposal Format and Content and Section 5 Evaluation Criteria and Contractor Selection, for information regarding proposal structure and information to include in proposal.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately week of January 3, 2022, through approximately January 2, 2027. There will be three, five-year renewal options for this contract. Renewal options are to be exercised at the sole discretion of the State under the same terms, conditions, and specifications of the contract and subject to continuing need for the service. If all renewal options are exercised, the contract will expire on January 2, 2042.

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

Contractor will be required to provide the following deliverables:

- a. Quarterly financial report with information on the merchandise sold, targeted audience, gross sales amount, and amount that will be remitted to the State of Alaska, DNR;
- b. Bi-annual financial reports in July and January of each contract year consolidating information from the quarterly reports for the previous six-month period (January through June reported in July and July through December reported in January; and
- c. Bi-annual meetings in June and December of each contract year with DPOR management on merchandising and marketing plans for the upcoming six-month period. Upon agreement between the contractor and State, meetings may be held via teleconference, WEBEX, in person, or by another mutually agreed to method.
- d. Offerors may propose a timeline that is commiserate with their organization or agency fiscal year and business plan, that still reflects bi-annual meetings and reports.

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

SEC. 3.04 CONTRACT TYPE

A contract resulting from this RFP will be a no cost to the State of Alaska contract. Contractor will pay the State an agreed to amount based on gross sales for merchandise sold. As stated in Section 1.02 Budget, the State desires a minimum of 10% of gross sales for any contract resulting from this RFP. Proposals of less than 10% of gross sales will be considered non-responsive and will be rejected by the State.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The selected contractor will propose a payment procedure to the State of Alaska, DNR. Payment amount will vary based upon the percentage of gross sales of merchandise sold through the contractor. Percentage of gross sales will be the percentage agreed to in the proposal(s) selected for award of a contract.

SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES

Not applicable to this RFP.

SEC. 3.07 CONTRACT PAYMENT

Not applicable to this RFP.

SEC. 3.08 CONTRACT PRICE ADJUSTMENTS

Not applicable to this RFP.

SEC. 3.09 MANDATORY REPORTING

See Section 3.01 Scope of Work.

SEC. 3.10 LOCATION OF WORK

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

SEC. 3.11 THIRD-PARTY SERVICE PROVIDERS

Not applicable to this RFP.

SEC. 3.12 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience shall not be considered in determining whether the offeror meets the requirements set forth in Section 1.04 Prior Experience.

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

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

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

Not applicable to this RFP.

SEC. 3.16 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project 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 RFP.

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 Natural Resources 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).

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

- Information determined by the DPOR to be of a sensitive and/or proprietary nature and not releasable to the public; and
- Copies of any State of Alaska, DNR, DPOR, or ASP logos and/or designs without expressed written permission of the agency.

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

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

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 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 along with their business proposal.

SEC. 4.04 METHODOLOGY AND BUSINESS PLAN

Offerors must provide comprehensive narrative statements that set out the methodology and management plan they intend to employ and illustrate how the methodology and management plan will serve to accomplish the services outlined in this RFP. Offerors need to address the types of Alaska State Parks (ASP) promotional gear and clothing items they envision merchandising; proposed use of Made in U.S., Made in Alaska, Alaska Product Preference, methods and locations they envision designing, producing, and marketing the merchandise including use of Alaskan companies, subcontractors, and marketing through State Parks social media and website; proposed interaction with Division of Parks and Outdoor Recreation (DPOR), Development Specialist, and other ASP designee(s) to design, produce, and market the merchandise during the term of the contract; approximate annual volume of ASP merchandise offerors anticipate being able to market; ability to market merchandise statewide; ability to have merchandise ready for marketing and distribution before May 1st of each contract year beginning in 2022; pertinent problems and issues related to the project and potential solutions to mitigate or overcome the issue; and other information the offeror feels may illustrate how they intend to accomplish the services outlined within this RFP. Offerors must provide detailed product information on their product offerings in their proposal. Product information shall include: sizes, colors, and product type.

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

SEC. 4.05 EXPERIENCE AND QUALIFICATIONS

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

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

Offerors should outline the mission and vision of their organization and how their mission and vision complement the DPOR mission and vision stated within this RFP.

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

SEC. 4.06 DESIGN SAMPLES

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

The design samples must be either a hardcopy document or a PDF file attached to an email per the requirements of Section 1.07 Return Instructions, in this RFP. Design samples must be submitted on paper, cardboard, or equivalent "hard" stock no smaller or larger than 8 ½ inches by 11 inches (letter size). Design sample orientation on the submittal medium (stock), i.e. landscape or portrait, will be at the offerors discretion. Samples can be actual product offerings.

Reference to a website to review the design samples in lieu of hardcopy samples or a PDF file attached to an email, or submittal of designs larger or smaller than 8 ½ inches by 11 inches (letter size), are not acceptable.

SEC. 4.07 COMPENSATION PROPOSAL

Offerors must submit the Compensation Proposal form attached to this RFP within their proposal package. Submittal instructions are shown in Section 1.07 Return Instructions of this RFP. The State will evaluate and award cost based upon a percentage of the gross sales of ASP merchandise in the offered proposal. As stated in Section 1.02 Budget of this RFP, the State desires a minimum of 10% of gross sales for a contract resulting from this RFP. Proposals less than 10% of gross sales will be considered non-responsive and will be rejected by the State. Review Section 5 Evaluation Criteria and Contractor Selection and Section 6 General Process Information of this RFP for more information on cost and evaluation of cost.

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 (20%)

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 METHODOLOGY AND BUSINESS PLAN (30%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?
- 4) How well does the offeror outline the types of Alaska State Parks (ASP) promotional gear and clothing items they envision merchandising and to what degree do the proposed items support the desires of the Division of Parks and Outdoor Recreation (DPOR)?
- 5) How well does the offeror propose using Made in the U.S., Made in Alaska, or Alaska Product, Forest Product, or Agricultural and Fisheries Product preference merchandise and to what degree do these items meet the requirements of Alaska Statute 41.21.026 shown in Section 3.01 Scope of Work of this RFP?
- 6) How well does the offeror outline the methods and locations they envision designing, producing, and marketing the merchandises and to what degree do their envisioned methods and locations include using Alaskan companies or Alaskan subcontractors and through ASP concessionaire contractors that operate State parks approved gift shops?
- 7) How often does the offeror envision interacting with the DPOR, Development Specialist, and other ASP designee(s) in designing, producing, and marketing the merchandise during the term of the contract?
- 8) To what degree does the offeror outline their ability to have merchandise ready for marketing and distribution prior to May 1st of each contract year?
- 9) To what degree is the approximate annual volume of DPOR merchandise the offeror anticipates being able to market feasible and viable?
- 10) How well has the offeror identified pertinent issues and potential problems related to the project and how feasible are the proposed solutions to mitigate or overcome the issue or problem?

- 11) To what degree has the offeror included any other information within the proposal they feel may illustrate how they intend to accomplish the services outlined within the RFP?
- 12) If an offeror intends to use subcontractors, how well did the offeror identify in the proposal the subcontractors name and address, type of work the subcontractor will be performing, and the percentage of work the subcontractor will be performing, and did the offeror include a statement or memo signed by the subcontractor that clearly verifies the subcontractor is committed to render the services required by the contract and will adhere to the requirements of the logo licensing agreement?
- 13) Did the offeror provide a detailed explanation on their product offerings in their proposal?

SEC. 5.03 EXPERIENCE AND QUALIFICATIONS (20%)

Proposals will be evaluated against the questions set out below:

- 1) To what degree does the organization of the project team clearly illustrate the lines of authority specifically regarding interaction with DNR staff during each phase of the contract with regards to design, producing, marketing, overall contract management, etc.?
- 2) To what degree does the offerors experience in designing, producing, and marketing promotional items and merchandise include providing such items for a private park or local, State, or federal government park or park system, or of an outdoor nature?
- 3) How well does the offerors experience include designing, producing, or marketing promotional items and merchandise within the State of Alaska?
- 4) Did the offeror outline the mission and vision of their organization and how well does their mission and vision complement the DPOR mission and vision stated in this RFP?
- 5) Did the offeror provide a minimum of three reference names or letters for similar projects the offerors firm has completed and how well does the information provided indicate the compatibility of the work with the DPOR requirements described in this RFP?

SEC. 5.04 DESIGN SAMPLES (10%)

Proposals will be evaluated against the questions set out below:

- 1) Did the offeror submit a minimum of three quality design samples and were the samples within the 8 ½ inches by 11 inches (letter size) requirement described in Section 4.06 Design Samples of this RFP?
- 2) To what degree are the design samples of an outdoor theme, preferably an Alaskan outdoor theme?
- 3) To what degree are the design samples submitted of a visual and aesthetic quality of that desired by the DPOR?

SEC. 5.05 COMPENSATION PROPOSAL (10%)

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

Overall, a minimum of 10% 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 Application of Preferences.

Converting Compensation to Points

The highest compensation 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 Formula Used to Convert Cost to Points.

SEC. 5.06 ALASKA OFFEROR PREFERENCE (10%)

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

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 Division of Parks and Outdoor Recreation. 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 via teleconference or email.

If the contract negotiations take place in Anchorage, 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

Due to the fact that this RFP will result in a contract with potential revenue returned to the State, the distribution of points based on cost will be determined as set out in 2 AAC 12.260(c), except in reverse. The highest compensation proposal will receive the maximum number of points allocated to this criteria. The point allocations for compensation on the other proposals will be determined through the method set out below:

$$[(\text{Compensation Rate in Proposal}) \times (\text{Maximum Points for Compensation})] \div (\text{Highest Compensation Rate Proposal})$$

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

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

List all proposal compensation rates, 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 IRFP allotted 40% of the available 100 points to compensation. This means that the highest compensation rate will receive the maximum number of points.

Offeror #3 receives 40 points.

The reason they receive that amount is because the highest compensation rate, in this case \$47,500, receives the maximum number of points allocated to compensation, 40 points.

Offeror #2 receives 36 points.

$\$42,750 \text{ compensation rate in proposal} \times 40 \text{ maximum points for compensation} = 1,710,000 \div \$47,500 \text{ compensation rate of Offeror \#2's proposal} = 36$

Offeror #1 receives 33.7 points.

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

i) ALASKA OFFEROR PREFERENCE

STEP 1

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

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

STEP 2

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

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

STEP 3

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

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

STEP 4

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

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

This RFP and the successful proposal will 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 counter-offer and the proposal may be rejected.

Minor informalities that:

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

may be waived by the procurement officer.

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

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

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 Section 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. Offeror's Checklist (1 page)
2. Compensation Proposal (2 pages)
3. Standard Contract Form for Goods and Non-Professional Services – Appendix A (3 pages)
4. Alaska State Parks Logo License Agreement (7 pages)

OFFEROR'S CHECKLIST

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

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

_____ 1. Technical Proposal including Design Samples. Submitted as required by Section 1.07 Return Instructions of this RFP;

_____ 2. Compensation Proposal. Submitted separately within the proposal package as required by Section 1.07 of this RFP;

_____ 3. Mandatory Return Amendment(s). Written acknowledgement of mandatory return amendment(s) either within the proposal package or submitted to the DNR Procurement Office prior to the deadline set for receipt of proposals for your proposal to be considered responsive;

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

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

Reminders:

1. It is the offeror's responsibility to make sure they comply with all requirements of this RFP and submit all required documents.
2. Technical proposal and compensation proposal are to be submitted in separate packages within the proposal package or email. Review Section 1.07 Return Instructions for more information.
3. Proposals must be received in their entirety no later than the deadline set for receipt of proposals. Late proposals will be considered non-responsive and will be rejected.

COMPENSATION PROPOSAL

RFP 2022-1000-5020 Merchandising and Marketing Services of Alaska State Parks Products

This compensation proposal form must be submitted separately as required in Section 1.07 Return Instructions of this RFP.

As stated in Section 1.02 Budget of this RFP, the State desires a minimum of 10% of gross sales for a contract resulting from this RFP. Proposals less than 10% of gross sales will be considered non-responsive and will be rejected by the State.

1. Percentage Offered

I am offering a percentage of _____% of gross sales of merchandise bearing the Alaska State Parks logo.

2. 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 proposal or upon request by the DNR Procurement Officer. Also, preference is statutorily capped at \$5,000.00.

(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 proposal. Failure to provide a copy of the certification letter with your proposal will result in disallowance of the preference.

3. Amendments

The offeror acknowledges receipt of the following amendment(s) issued for this

RFP: _____.

SEE COMPENSATION PROPOSAL CONTINUATION PAGE

COMPENSATION PROPOSAL (CONTINUATION PAGE)

4. Offeror Information

Company Name:

Company Address:

Contact Person Name:

Contact Person Phone Number:

Contact Person Email Address:

Authorized Signature:

Reminder: Offerors should review the Offeror's Checklist provided in this RFP, to ensure required information is provided with their proposal.

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	Division	hereafter the State, and	
9. Contractor hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4

<p>10.</p> <p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of 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>	
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 sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

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

12. Contract Prices:

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

13. Contract Funding:

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

14. Force Majeure:

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

15. Contract Extension:

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

16. Severability:

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

17. Continuing Obligation of Contractor:

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

18. Governing Law; Forum Selection

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



ALASKA STATE PARKS LOGO PROMOTIONAL GEAR/CLOTHING LICENSE AGREEMENT

Agreement for RFP 2022-1000-5020 Merchandising and Marketing
Services of Alaska State Parks Products

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

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

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

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

4. **Quality Control.**

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

b. DPOR retains the right to specify the format in which Licensee shall use and display the Logos, and Licensee shall only use or display the Logos in a format approved by DPOR. DPOR

also retains the right to approve the vendors or retailers to whom Licensed Products are sold, and the locations or stores where Licensed Products can be sold.

c. Only accurate reproductions of the Logos may be utilized on Licensed Products, and except for size, Licensee shall not alter the Logos in any manner, including style, proportions, colors, or elements, nor animate, morph, or otherwise distort the Logo's perspective or appearance. The Logo must appear by itself on any Licensed Product and may not be combined with any other graphic or textual elements without prior written consent of DPOR.

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

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

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

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

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

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

9. Termination.

9.1 This Agreement and all rights granted hereby to Licensee shall automatically terminate without notice from Licensor upon a material breach of any provision of this agreement, including without limitation if (i) Licensee adopts, uses, registers, or attempt to register anywhere in the world any name, trademark, logos, or designation that is confusingly similar to the Logos or any other *Alaska State Parks* marks, in violation of Section 2 of this Agreement; (ii) Licensee violates the restriction of use provisions of Section 3 of this Agreement; (iii) Licensee attempts to assign, sublicense, transfer, or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee by or in connection with this Agreement, in violation of Section 10(a) of this Agreement; or (iv) Licensee uses the Logos in a manner not expressly permitted by this Agreement.

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

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

10. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1

T-shirts, sweatshirts, hoodies, hats, collectible pins, stickers, mugs, maps, posters, and other items.

EXHIBIT 2

Alaska State Parks Marks

Logos:

“Alaska State Parks” logo

Marks and Designations:

“Alaska State Parks”



EXHIBIT 2 (continuation)

Logos:

“Alaska 50th Anniversary” logo

Marks and Designations:

“50th Anniversary - Alaska State Parks”

