

# STATE OF ALASKA INFORMAL REQUEST FOR PROPOSALS (IRFP)



## MONTANA CREEK STATE RECREATION SITE CONCESSIONAIRE IRFP 10-014-22

ISSUED JANUARY 21, 2021

THE PURPOSE OF THIS IRFP IS TO AWARD A CONTRACT FOR MANAGING AND RUNNING THE MONTANA CREEK STATE RECREATION SITES AS AN INDEPENDENT OPERATOR, FOLLOWING THE GUIDELINES AS SET FORTH BY ALASKA STATE PARKS.

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### ISSUED BY:

DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF PARKS AND OUTDOOR RECREATION

### PRIMARY CONTACT:

DAVID N. BAKER  
PROCUREMENT OFFICER  
[DAVID.BAKER@ALASKA.GOV](mailto:DAVID.BAKER@ALASKA.GOV)

(907) 269-0998

**OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.**

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

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE IRFP

The Department of Natural Resources (DNR), Division of Parks and Outdoor Recreation, is soliciting proposals for a qualified entity to operate and manage the Montana Creek State Recreational Site. A more detailed description including scope of work can be found in Section 3.

### SEC. 1.02 BUDGET

The Contractor shall make an annual payment of \$500 for the life of the contract, and a minimum of 7% of net income annually for the specified period of operations. The annual payment fee may be waived in part or in whole by the State. If the annual payment fee is not waived, the annual payment fee may in part or in whole be deposited into a Major Maintenance account upon discussion with the project manager. Expenditures from the Major Maintenance account shall be only on approval from the project manager. DNR has authority to roll forward any Major Maintenance account funds used on any previous concessionaire contract. Periods of operation shall be May 1 through September 31. The Contractor may negotiate adding or removing time as needed. The Contractor shall provide the State with a Profit and Loss (income) statement specific to the park unit being managed. (i.e., Contractor may be managing multiple units for the state. Contractor must generate a profit and loss (income) statement for this specific unit). Contractor is responsible for all work and related expenses as outlined in Section 3.

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

Approval or continuation of a contract resulting from this IRFP is contingent upon legislative appropriation.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** Alaska Time on **FEBURARY 15, 2021**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.04 PRIOR EXPERIENCE

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

- MINIMUM REQUIREMENT 1: Previous experience operating small businesses, campgrounds or similar outdoor recreation facilities whether public or private.
- MINIMUM REQUIREMENT 2: Demonstrated understanding and knowledge of Alaska State Park campgrounds.
- MINIMUM REQUIREMENT 3: Demonstrated capacity (financial and staff capacity) to operate at a remote location.

Offerors meeting these requirements must check the box on Attachment 2 Application Form.

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

**SEC. 1.05 REQUIRED REVIEW**

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least 10 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 IRFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the IRFP. The procurement officer will make that decision.

Deadline to receive questions is February 3, 2021 by 2:00 PM Alaska Time.

Procurement Officer: David N. Baker – Phone: (907) 269-0998 – TDD: (907) 269-8411 – Email: [david.baker@alaska.gov](mailto:david.baker@alaska.gov)

**SEC. 1.07 RETURN INSTRUCTIONS**

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to [david.baker@alaska.gov](mailto:david.baker@alaska.gov) as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the offeror). The email must contain the IRFP 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.

If submitting proposals using U.S. mail, or delivery service, offerors must submit one hard copy of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Natural Resources  
Procurement Section  
Attention: David N. Baker  
Informal Request for Proposal (IRFP) Number: 10-014-22  
IRFP Title: Montana Creek State Recreational Site Concessionaire  
550 West 7<sup>th</sup> Avenue, Suite 1330  
Anchorage, Alaska 99501

It is the offeror's responsibility to contact the issuing agency at (907) 269-0998 to confirm that the proposal has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

### **SEC. 1.08 ENROLLMENT IN IRIS**

Offerors will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this IRFP. Enrollment can be done online at the following link: <https://iris-vss.alaska.gov/webapp/PRDVSS1X1/AltSelfService>. Offerors who are not enrolled prior to award of a contract will be notified by DNR Procurement. Failure of an offeror to enroll in the IRIS database will delay award of the contract and may delay issuance of contract work.

### **SEC. 1.09 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 IRFP. 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 IRFP;
- 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.

**SEC. 1.10 ASSISTANCE TO OFFERORS WITH A DISABILITY**

Offerors with a disability may receive accommodation regarding the means of communicating this IRFP or participating in the procurement process. For more information, contact the procurement officer no later than 10 days prior to the deadline for receipt of proposals.

**SEC. 1.11 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. 1.12 AMENDMENTS TO THE IRFP**

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

**SEC. 1.13 IRFP SCHEDULE**

The IRFP 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 IRFP – **January 21, 2021,**
- Deadline for Receipt of Question – **2:00 PM Alaska Time, February 3, 2022,**
- Deadline for Receipt of Proposals – **2:00 PM Alaska Time, February 15, 2021,**
- **ANTICIPATED** Proposal Evaluation Committee completes evaluation week of **February 21, 2022,**
- **ANTICIPATED** State of Alaska issues Notice of Intent to Award week of **February 21, 2022,**
- **ANTICIPATED** State of Alaska issues contract week of **February 21, 2022,**
- **ANTICIPATED** Contract start **March 1, 2022.**

This IRFP 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. 1.14 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.



## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

Montana Creek State Recreational Site is available for camping and fishing. Located on the George Parks Highway at MP 96.6. This site is popular for fishing and has 36 campsites. Trails allow access to Montana Creek and down to the Susitna River.

Contractor is expected to maintain the following seasonal opening and closing dates:

- **Main Day Use Parking Area:** May 1<sup>st</sup> to September 31<sup>st</sup> Annually
- **Campground Season:** May 1<sup>st</sup> to September 31<sup>st</sup> Annually

Current Fee Structure:

- **Day Use Parking:** \$7/ vehicle / day
- **Camping:** \$25 / vehicle. (14 day stay limit) One vehicle per site

Revenues:

- 2019 gross revenues \$11,681.48
- 2020 gross revenues \$10,332.64
- 2021 gross revenues \$17,232.49

Visitor Numbers:

YEAR	CAMPING	DAILY PARKING FEE	DAILY PASS*	DAV PASS
2017	317	629	xx	xx
2018	332	406	xx	xx
2019	312	323	XX	XX

\* **Note:** Represents Annual Day Use Pass not included in revenue. Annual Passes are purchase directly from the state.

Visitor Numbers 2018:

MONTH	CAMPING	DAY USE	DAY PASS*	DAV PASS
May	63	23		
June	95	48		
July	83	120		
August	72	179		
September	19	36		

**TOTALS 332 406**

\* **Note:** Represents Annual Day Use Pass not included in revenue. Annual Passes are purchase directly from the state.

**Visitor Numbers 2019:**

MONTH	CAMPING	DAY USE	DAY PASS*	DAY PASS
May	22	7		
June	91	37		
July	79	84		
August	83	163		
September	37	32		
<b>TOTALS</b>	<b>312</b>	<b>323</b>		

\* **Note:** Represents Annual Day Use Pass not included in revenue. Annual Passes are purchase directly from the State.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Department of Natural Resources, Division of Parks and Outdoor Recreation, is soliciting proposals for campground host services in the Montana Creek State Recreation Area.

The Contractor shall be responsible for park management, including janitorial and facility maintenance and repairs, resource protection, public services, site supervision, and fee collection.

In return for operating and maintaining the park, the Contractor will be allowed to collect fees for:

#### **Montana Creek State Recreation Site - overnight camping, daily parking, and firewood**

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

At a minimum, camping and day use activities must be provided. All additional business conducted in the park must be related to the park and outdoor recreation. Retail sales (excluding Alcoholic Beverages), equipment rentals, and food/beverage services (excluding Alcoholic Beverages) are examples of other business activities that may be proposed. Offerors should specify in their proposal the additional types and dollar amounts of the services they intend to provide, as well as any additional business activities they intend to pursue, for consideration by the State.

### SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of fully executed contract, for approximately four years.

Unless otherwise provided in this IRFP, 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 written notice to the Contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

### SEC. 3.03 DELIVERABLES

The Contractor is authorized and required to provide the following services:

- facility and janitorial maintenance, as further described in Section 3.07 below;
- protection of park natural resources;
- visitor information;
- collection of applicable park user fees;

- compliance with applicable sanitary standards, including drinking water and sewage, and solid waste; and
- inform visitors of park rules and seek compliance.

The Contractor will be responsible for providing all items need to maintain and operate the park units listed in this IRFP, and to the standards specified in this IRFP. These include, but are not limited to:

- Toilet paper, cleaning and disinfecting/deodorizing solutions, shovels, brooms, mops, toilet brushes, paint brushes, paint, chain saws, brush cutters, drills, generators, carts, and any other tools and supplies necessary to accomplish operation and maintenance of the park units listed in this IRFP. Paint and stain used by the Contractor shall conform to DPOR standards for type and color.
- Telephones, cellular phones or two-way radios, fax machines, computers, and any other office equipment necessary to maintain records and fee collection duties described in this IRFP. The Contractor shall be responsible for all utility fees associated with such equipment.
- All vehicles necessary to perform the work described in this IRFP.
- Vault pumping and electrical utility costs.
- All storage buildings or containers, employee housing, or other facilities proposed by the Contractor must have written approval of the State prior to installation. If applicable, the Contractor's trailer or motor home must fit in the available space, and present a neat, clean, and professional image. All facilities used in the park unit listed in this IRFP must be neat, clean, and well maintained.
- All combination, keyed or deadbolt locks required for operations and maintenance of the park units. The Contractor will furnish the State with combinations or keys to locks on all state-owned facilities (except the fee station).

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

**Park Hazard Inspection:**

The Contractor shall conduct a safety inspection to detect any hazards present in the park unit that need to be corrected prior to public use and occupancy. Hazards such as dead trees, hazardous limbs, tripping hazards on pathways or other public use areas, holes, structural deficiencies, etc. must be identified and the hazard remedied prior to the site being opened to the public. The inspection must be documented on a form provided by the State, with reports provided annually to the State (see Attachment 6 Park Hazard Inspection form).

**Water Systems:**

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

The Contractor is responsible for all hand pump apparatus or other above-ground plumbing repairs of the water systems which are caused by vandalism, natural events, forces of nature, and events attributed to the Contractor's actions or negligence. Valves, water lines, or other system parts which break due to any water being left in the system and subsequently freezing over winter shall be the responsibility of the Contractor.

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

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

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

**General Facilities Maintenance:**

A thorough cleaning of all facilities shall be completed prior to the visitor season so that sites meet standards when they are opened to the public.

**Bulletin Boards, Fee Stations and Signs:**

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

**SEC. 3.04 POST-SEASON OPERATIONS**

The Contractor must winterize water systems in preparation with winter shut down. Remove bulletin boards and signs as necessary to reduce winter vandalism loss. Pump latrine vaults (if half full or more) at sites that experience heavy early spring use. Notify utility companies of telephone and/or electric disconnects, as applicable. Conduct year-end report and submit to project manager within 30 days of year-end closing.

**SEC. 3.05     DAMAGE TO STATE FACILITIES**

The Contractor is only liable for their own negligence that causes claims, and only during the operating season.

In case of vandalism or other causes of damage to State facilities, the State and the Contractor shall determine the best course of action to make repairs as budgets allow. The Contractor and project manager will negotiate each one's share of those costs. Applicable repair costs may be used to reduce the Contractor's annual fee, if negotiated and agreed to in writing before repairs are made.

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

**SEC. 3.06     CUSTOMER SERVICE**

The mission of the Alaska Division of Parks and Outdoor Recreation is:

*To provide outdoor recreation opportunities and conserve and interpret natural, cultural and historic resources for the use, enjoyment and welfare of the people.*

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

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

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

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

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

**Employee Conduct**

- The Contractor is responsible for the conduct of his or her employees. This IRFP does not shield the Contractor or his or her employees from prosecution if they violate any laws, either while performing their duties or while on their own time.
- The Contractor's employees or agents shall not engage in activities that would lead a member of the public to believe they are state employees.
- The Contractor shall not allow its employees, agents, or guests to create a disturbance that could be disruptive to the public's use and enjoyment of the area.
- The Contractor shall cooperate with other groups or organizations permitted to use the area or premises.
- The Contractor shall ensure that employees do not use or work under the influence of intoxicating beverages, illicit or mind-altering drugs while on duty or representing the Contractor.
- Alaska State Parks is committed to providing a safe and comfortable environment for the recreating public. At no time may the Contractor nor their staff be permitted under any circumstances to carry on their person at any time while on duty a firearm of any type (i.e. handguns, shotguns, rifles, etc.). Contractor shall assume responsibility for the possession or use firearms by the Contractor, their employees and staff comply with this mandate. Firearms may be kept in their personal vehicle or recreational vehicle. At no time shall they carry the weapon in public in the campground.

The Contractor shall make Park User surveys available to the public (see Attachment 7).

**SEC. 3.07 FACILITY AND JANITORIAL MAINTENANCE STANDARDS**

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

The Contractor agrees to meet all requirements of quality and standards of service prescribed by law or regulation, or which are necessary to protect the public health, safety, and welfare. All repairs and improvements shall be done in a professional manner using generally accepted techniques and practices. Anything that appears to be a threat to public safety (holes or tripping hazards on pathways or other public areas, hazardous limbs or trees, structural defect, etc.) must be immediately secured to avoid safety risks to the public or visitors and repaired as soon as possible.

*Note: The below list of facilities is comprehensive for all park units, some facilities may not be present in all parks, or relevant to this IRFP.*

**Toilets:**

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

All parts (inside and outside) of the toilet fixture, including seats and lids shall be scrubbed and washed down with an approved cleaning solution and water. A long-handled brush shall be used to clean the inside and outside of the toilet fixture. After cleaning with the soap solution, the toilet seat and toilet lid must be rinsed with fresh water. A pressurized water pump may be used. Pooled water shall be removed from the floor with a broom or squeegee. Pooled water shall be swept away from in front of the door.

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

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

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

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

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

Spider webs and wasp nests found inside along wall and ceiling seams and those found under outside rooflines shall be removed upon discovery.

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

**Tables:**

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



**Fire Pits:**

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

**Water Hydrants/Hand Pumps:**

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

**Litter and Trash:**

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

**Signs, Posts, and Other Barriers:**

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

**Bulletin Boards:**

Bulletin boards must be maintained in good repair with accurate, uncluttered, current information regarding the facility, regulations, fishing and natural resources information and local services information. Temporary notices, such as bear advisories may be stapled to the wooden sides of the bulletin board. Staples must be removed when notice is removed. Inserts must follow State format on the main side.

**Fee Station Area:**

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

**Road Maintenance:**

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

**Trails:**

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

**Vegetation Control:**

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

**Painting:**

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

**Recreation Site Improvements or Alterations:**

Any permanent site improvement or alterations by the Contractor must first be approved by the State. The State will also be responsible for planning park improvements. The State will consider allowing the Contractor to construct a campground store and/or a caretaker residence, or place portable structures used as a rental outlet for watercraft and/or bikes. The size, design and location will be approved by the State. These may be only summer seasonal facilities and must be temporary buildings that can be moved when no longer needed. An electrical utility installation will be considered if brought into the recreation site and provided to a concession building or seasonal caretaker residence.

**Minor Repairs:**

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

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

**Cleaning Time:**

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

**Removal of Unauthorized Equipment or Structures:**

The Contractor shall not allow any publicly installed structures in the park unless authorized by the State. This includes any rope swings, ramps, jumps, etc. Any exception to this is Geocaches which may only be installed in the park as per authorized in their annual Mat-Su Area State Parks permit.

**SEC. 3.08 CONTRACT TYPE**

The resulting contract will be a concession contract.

**SEC. 3.09 PROPOSED PAYMENT PROCEDURES**

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

**SEC. 3.10 CONTRACT PAYMENT**

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

**SEC. 3.11 LOCATION OF WORK**

The location(s) the work is to be performed, completed, and managed shall be at the **MONTANA CREEK STATE RECREATION SITE**.

The State **WILL NOT** provide workspace for the Contractor. The Contractor must provide its own workspace and living quarters as appropriate for long-term occupancy at the host location should they choose to have one.

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

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

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

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

### **SEC. 3.12 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 3.13 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 3.14 RIGHT TO INSPECT PLACE OF BUSINESS**

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

### **SEC. 3.15 CONTRACT PERSONNEL**

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

### **SEC. 3.16 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 manager 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. 3.17 NONDISCLOSURE AND CONFIDENTIALITY**

The Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The Contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the Contractor with all applicable

federal and state law, including the Social Security Act and HIPAA. The Contractor must promptly notify the State in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

If confidential information is requested to be disclosed by the Contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable federal or state 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. 3.18 INDEMINIFICATION**

The Contractor shall indemnify, hold harmless, and defend the State 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 State for a claim of, or liability for, the independent negligence of the State. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the State, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "State", 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 State's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

### **SEC. 3.19 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 contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

**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. 3.20 TERMINATION FOR DEFAULT

If the project manager or procurement officer 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 IRFP 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 IRFP; 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 SOLICITATION REQUEST**

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

### **SEC. 4.04 MANAGEMENT PLAN FOR THE PROJECT**

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

### **SEC. 4.05 EXPERIENCE AND QUALIFICATIONS**

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

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

- title,
- location(s) where work will be performed,

### **SEC. 4.06 FEES CHARGED TO THE PUBLIC**

Offerors must submit this information as described in the Application Form (Attachment3).

### **SEC. 4.07 COMPENSATION (RETURN TO THE STATE**

Offerors must submit this information as described in the Application Form (Attachment3).

**SEC. 4.08      OPTIONAL ADDITIONAL SERVICES AND PROPOSED CHANGES TO THE CONTRACT STIPULATIONS**

Offerors must provide comprehensive narrative statements that details all optional additional services, and/or proposed contract stipulations.

**SEC. 4.09      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 SOLICITATION REQUEST (10%)

Proposals will be evaluated against the questions set out below:

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

### SEC. 5.02 MANAGEMENT PLAN FOR THE PROJECT (30%)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the state operational requirements and logically lead to the deliverables required in the IRFP?
- 2) How well is accountability completely and clearly defined?
- 3) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 4) Does it appear that the offeror can meet the required schedule of operations set out in the IRFP?
- 5) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the IRFP?
- 6) To what degree is the proposal practical and feasible?
- 7) To what extent has the offeror identified potential problems?

### SEC. 5.03 EXPERIENCE AND QUALIFICATIONS (30%)

Proposals will be evaluated against the questions set out below:

*1) Questions regarding the personnel:*

- a) Do the individuals assigned to the project have experience managing similar facilities?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in managing park facilities?
- c) Is the experience of the personnel designated to work on managing the facilities appropriate?

**2) Questions regarding the firm:**

- a) How well has the firm demonstrated experience in managing similar facilities within budget?
- b) How successful is the firm regarding managing other similar facilities?

**SEC. 5.04 FEES CHARGED TO THE PUBLIC (5%)**

Proposals will be evaluated against the questions set out below:

Information contained in the Offeror's Operation Plan will be used to evaluate the criterion.

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

**SEC. 5.05 COMPENSATION (RETURN) TO THE STATE (7%)**

The information contained in the Offeror's Operation Plan will be used to evaluate this criterion.

**SEC. 5.06 OPTIONAL ADDITIONAL SERVICES AND PROPOSED CHANGES TO THE CONTRACT STIPULATIONS (10%)**

The information contained in the Offeror's Operations Plan will be used to evaluate this criterion.

- 1) What contract stipulations are proposed for revision or deletion, and what effect would the proposed change have?
- 2) Are additional services offered beyond those specified in the IRFP? How do they affect the overall operation and service requirements of the IRFP?
- 3) How well do the proposed contract stipulation changes enhance safety, convenience, and efficiency of park users beyond that required in the IRFP?
- 4) Will the proposed changes affect the basic services requested in the IRFP in a negative way?
- 5) To what extent are the proposed changes compatible with the purpose of the campground?

**SEC. 5.07 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 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. 6.02 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. 6.03 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. 6.04 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 IRFP and proposal. Discussions will be limited to specific sections of the IRFP 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. 6.05 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 IRFP, 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. 6.06 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.

If the contract negotiations take place the procurement officer will provide a dial in teleconference number.

**SEC. 6.07 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. 6.08 OFFEROR NOTIFICATION OF SELECTION**

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

**SEC. 6.09 PROTEST**

2 AAC 12.695 provides that an interested party may protest the content of the IRFP or the award of a contract.

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 the issuance of a contract solicitation, the award of a contract, or the failure to award a contract.”

Per 2 AAC 12.695, an interested party must first attempt to informally resolve the dispute with the procurement officer. If that attempt is unsuccessful, the interested party may file a written protest to the solicitation or the award of the contract. The protest must be filed with the Commissioner of the Department of Natural Resources or the Commissioner’s designee. The protester must also file a copy of the protest with the procurement officer. The protest 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.

If an interested party wishes to protest the content of a solicitation, the protest must be filed before the date and time that proposals are due.

If an offeror wishes to protest the award of a contract not greater than \$50,000, the protest must be filed within 10 days from the date of the solicitation or award, whichever is later.

If an offeror wishes to protest the award of a contract greater than \$50,000, the protest must be filed within 10 days from the date that notice of award is made.

A protester must have submitted a proposal in order to have sufficient standing to protest the award of a contract.

The procurement officer shall immediately give notice of the protest to the Contractor or, if no award has been made, to all offerors who submitted proposals.

If the protestor agrees, the Commissioner of the Department of Natural Resources or the Commissioner's designee may assign the protest to the procurement officer or other State official for alternate dispute resolution. In other cases, the Commissioner or the Commissioner's designee may issue a decision denying the protest and stating the reasons for denial, issue a decision sustaining the protest, in whole or in part, and instruct the procurement officer to implement an appropriate remedy, or conduct a hearing using procedures set out in AS 36.30.670(b).

## SEC. 6.10 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 IRFP 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:

<https://www.commerce.alaska.gov/web/portals/4/pub/APP/00ApplicationOfPreferences2017.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. 6.11 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 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 IRFP. 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. 6.12 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 IRFP. An offeror's failure to provide this completed form with their proposal will cause the State to disallow the preference.

**SEC. 6.13 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% of the total available points added to their overall evaluation score as a preference.

**SEC. 6.14 FORMULA USED TO CONVERT COST TO POINTS**

Due to the fact that this IRFP will result in a concession contract with potential revenue returned to the State, the distribution of points based on cost will be determined as set out in 2 AAC 12.260(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. 6.15 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES****(a) FORMULA USED TO CONVERT COST TO POINTS****STEP 1**

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

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

**STEP 2**

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

**Offeror #1 receives 40 points.**

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

**Offeror #2 receives 37.4 points.**

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

**Offeror #3 receives 33.7 points.**

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



**(b) ALASKA OFFEROR PREFERENCE****STEP 1**

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

100 Total Points Available in 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)
<b>Offeror #3</b>	<b>90 points</b>	<b>(80 points + 10 points)</b>

**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 Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached in **SECTION 8. EXHIBITS** 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 IRFP, 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 IRFP.

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

### SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

### SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

The State reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the IRFP 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 IRFP, the State Procurement Code (AS 36.30), and all applicable federal, state, and local 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 IRFP.

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 IRFP;
- 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be Confidential Business

Information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

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

## **SEC. 7.11      SEVERABILITY**

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

## **SEC. 7.12      SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with **SEC. 7.06 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this IRFP or that diminish the State's rights under any contract resulting from the IRFP, 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 IRFP, the term or condition of the IRFP 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      FEDERALLY IMPOSED TARRIFFS**

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) Standard Contract Form for Goods and Non-Professional Services - Appendix A, General Conditions
- 2) Certification of Entitlement to the Alaska Bidder Preference
- 3) Application Form,
- 4) Monthly Use Report Form,
- 5) End of Season Report Form,
- 6) Park Hazard Inspection Form,
- 7) Sample Park User Survey,
- 8) Standard Performance Evaluation Form.

## 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 Internal Use Only	4. Agency Appropriation Code Internal Use Only
5. Vendor Number	6. IRIS Document ID #	7. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
8. Department of Natural Resources		Division	Hereafter the State, and
9. Contractor		Hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Contract:</b></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><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins <u>XXXX</u>, and ends <u>XXXX</u>. There are no renewal options for this contract.</p> <p><b>ARTICLE 4. Considerations:</b></p> <p>4.1 In full consideration of the contractor's performance under this contract, the Contractor shall pay the State a sum not to exceed <u>\$XXXX</u> in accordance with the provisions of Appendix D.</p> <p>4.2 When submitting payment to the State, the Contractor shall refer to the Agency Contract Number and send the payment to:</p>			
11. Department of Natural Resources		Attention: Division of	
Mailing Address		Attention:	
12. <b>CONTRACTOR</b>		13. <b>CONTRACTING AGENCY</b>	
Name of Firm		Department/Division Natural Resources, Division of Shared Services	
Signature of Authorized Representative		Signature of Procurement Officer	
Typed or Printed Name of Authorized Representative		Typed or Printed Name of Procurement Officer	
Date		Date	

**NOTICE: This contract has no effect until signed by the contracting agency.**

## 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 reasonable requires.

### 2. Suitable Materials, Etc.:

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

### 3. Disputes:

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

### 4. Default:

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

### 5. No Assignment or Delegation:

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

### 6. No Additional Work or Material:

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

### 7. Independent Contractor:

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

### 8. Payment of Taxes:

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



**9. Compliance:**

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

**10. Conflicting Provisions:**

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

**11. Officials Not to Benefit:**

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

**12. Contract Prices:**

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

**13. Contract Funding:**

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

**14. Force Majeure:**

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

**15. Contract Extension:**

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

**16. Severability:**

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

**17. Continuing Obligation of Contractor:**

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

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

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

## ATTACHMENT 2

### CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

I am the offeror or a duly authorized agent of the offeror, and I certify that the offeror is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides for substantial benefits which could be favorable to the offeror and which could affect the award of the Informal Request for Proposals to the offeror's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (AS 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference:

- 1) As of the deadline for receipt of the bids, the offeror possesses a valid Alaska business license in any one of the following forms:
  - a copy of an Alaska business license;
  - certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
  - 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 notarized affidavit that the offeror has applied and paid for the Alaska business license.
- 2) In addition to holding a current Alaska business license prior to the deadline for receipt of proposals, the offeror:
  - (a) is submitting a bid for goods or services under the name appearing on the offeror's current Alaska business license;
  - (b) has maintained a place of business within the state staffed by the offeror, or an employee of the bidder, for a period of six months immediately preceding the date of the proposal;
  - (c) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the state, is a Limited Liability Company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; *AND*
  - (d) if a joint venture, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

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Signature of Bidder or Bidder's Authorized Agent

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Date

---

Printed Name

## ATTACHMENT 3

### APPLICATION FORM

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

#### OFFEROR INFORMATION

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

#### PRIOR EXPERIENCE CERTIFICATION

IS THE OFFEROR IN ARREARS ON TAXES DUE?

YES ☐ NO ☐

Does the Offeror meet the prior experience requirement in Sec. 1.04 Prior Experience?

YES ☐ NO ☐

IS THERE ANY CONFLICT OF INTEREST WITH THE OFFEROR PER SECTION 1.09(d) OF THIS IRFP?

YES ☐ NO ☐

If Yes, please explain:

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

YES ☐ NO ☐

If Yes, please explain:

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The minimum contract fee is specified in section 1.02 of this IRFP, and the proposal shall confirm that the offeror is offering this minimum. Proposals not offering the minimum contract fee will be rejected as nonresponsive. Offerors shall be willing to guarantee the payments to the state.

I am proposing:

\_\_\_\_\_ % of net income from commercial activities to be paid to the state.

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

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

The information I have entered on this form and the other required forms for this proposal is complete and true to the best of my knowledge. I understand that any false, fictitious, or fraudulent statement or representation may result in denial, suspension or revocation of any contract issued. I also certify that the proposal compensation was arrived at independently without collusion and the offer made in this proposal will remain in effect for at least 90 days from proposal deadline submittal date.

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

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

---

Offeror's Authorized Signature

---

Date

---

Printed Name

---

Title

**PREFERENCE CERTIFICATION**

**(a)** Does your company qualify for the Alaska Bidder's Preference?

YES ☐ NO ☐

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

Alaska Business License Number: \_\_\_\_\_

**(b)** Does your company qualify for the Alaska Veteran's Preference?

YES ☐ NO ☐

If yes, provide a copy of your DD214 with social security number, serial number, date of birth, and other Privacy Act information redacted out with your bid or upon request by the 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 bid. Failure to provide a copy of the certification letter with your bid will result in disallowance of the preference.

## ATTACHMENT 4

### MONTHLY USE REPORT FORM

Park Unit: \_\_\_\_\_ Month/Year: \_\_\_\_\_

DAY	OVERNIGHT CAMPING - RESIDENTS	OVERNIGHT CAMPING – NON-RESIDENTS	DAY USE PARKING	BOAT LAUNCH USE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
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## ATTACHMENT 4

### MONTHLY USE REPORT FORM, Page 2

Park Unit: \_\_\_\_\_ Month/Year: \_\_\_\_\_

**Incident Recap (Please give details below; use additional sheets as required):**

(Please include law enforcement incidents, search and rescues, resource damages, personal injuries or fatalities, wildfires, floods, etc.)

**Incident Reports:** \_\_\_\_\_

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**Hazards Noted/Action taken:**

(Please describe any hazards or other safety concerns and how they were addressed.)

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## ATTACHMENT 5

### END OF SEASON REPORT FORM

Park Unit: \_\_\_\_\_ Month/Year: \_\_\_\_\_

#### Visitation – List Totals

Park Visitors	Daily Payers	Resident	Non-residents
Camping			
Daily Parking			
Boat Launching			
Total			

#### Gross Revenues Captured

	Camping	Daily Parking	Boat Launching	Firewood	Dump Station	Picnic Shelter	Other Fees Or Sales
May							
June							
July							
August							
Sept.							
Column Total							
SEASON TOTAL							

(Merchandise – please list specific types of merchandise sold below):

Comments on visitation or revenue situations:

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(Please include law enforcement incidents, search and rescues, resource damages, personal injuries or fatalities, wildfires, floods, etc.)

[illegible]

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

[illegible]

## ATTACHMENT 6

### PARK HAZARD INSPECTION FORM

Name of Unit: \_\_\_\_\_ Date: \_\_\_\_\_

Person Reporting \_\_\_\_\_

☐ Complete☐ Follow-up Needed☐ Follow-up completed; documentation attached

#### Park Inspection Report

Even if no hazards are detected, it is important to complete this form.

Time of Day: \_\_\_\_\_ AM/PM

Weather conditions: \_\_\_\_\_

Type of Inspection: (Mark any applicable)

☐ Annual Inspection☐ Emergency Inspection☐ Campground Hazards    ☐ Swimming Hazards☐ Trail Hazards☐ Structural Hazards☐ ADA Concerns    Other \_\_\_\_\_

List any hazards detected. If none are observed, write NONE DETECTED. Use sketches, maps, and additional sheets, if necessary.

List any actions taken immediately, what problems were remediated, and any recommendations.

\_\_\_\_\_  
NAME\_\_\_\_\_  
DATE

## ATTACHMENT 7 SAMPLE PARK USER SURVEY

We want your experience in the Alaska State Parks to be a positive one. Please help us by completing this short survey. Thank you.

Park: \_\_\_\_\_ Have you been here before? YES ☐ NO ☐

Date of Visit: \_\_\_\_\_ Residence – State/Province/Country: \_\_\_\_\_

Please check all activities you have participated in during your stay:

- |   |  |
|---|--|
| <input type="checkbox"/> Camping          | <input type="checkbox"/> Swimming  |
| <input type="checkbox"/> Hunting          | <input type="checkbox"/> Boating (non-motorized)                         |
| <input type="checkbox"/> Backpacking      | <input type="checkbox"/> Boating (motorized)                             |
| <input type="checkbox"/> Fishing          | <input type="checkbox"/> Wildlife/Nature Observation                     |
| <input type="checkbox"/> Picnicking       | <input type="checkbox"/> ATV/4x4 Touring                                 |
| <input type="checkbox"/> Mountain Biking  | <input type="checkbox"/> Staying at a Lodge                              |
| <input type="checkbox"/> Special Event    | <input type="checkbox"/> Visiting Historical and/or Archaeological Sites |
| <input type="checkbox"/> Family Gathering | <input type="checkbox"/> Other _____                                     |
| <input type="checkbox"/> Day Hike         |  |

FOLD HERE

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**Alaska State Parks**  
**Attention: Chief of Field**  
**Operations**  
**550 West 7th Ave. Suite 1380**  
**Anchorage, AK 99501-3561**

**Place Stamp  
Here**

## ATTACHMENT 8

### STANDARD PERFORMANCE EVALUATION FORM

**Mid-Year and Year-End Performance Appraisal  
Campgrounds under Commercial Use Contract**

Area/Park Unit(s): \_\_\_\_\_ Contractor: \_\_\_\_\_

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

Performance Item	Above Standards	Meets Standards	Below Standards	Unacceptable
<b>A. Contract Terms</b>	*****	*****	*****	*****
! 1. Insurance requirements met				
! 2. Payments timely				
3. Use reports accurate & timely				
4. Other Contract terms met (specify below)				
Communications				
Miscellaneous Sales				
<b>B. Operation and Maintenance Plan</b>	*****	*****	*****	*****
! 1. O&M Plan complete & properly submitted				
2. MAINTENANCE ACCOUNT/fee offset plan submitted in a timely manner				
! 3. MAINTENANCE ACCOUNT/Fee offset projects completed to standard				
4. Pre- and post-season ops & maintenance performed to standard and in a timely manner				
<b>C. Customer Service</b>	*****	*****	*****	*****
! 1. Good PR maintained with Park visitors				
2. Good Comments received from visitors				
! 3. Fees & services provided as represented				
4. Visitor compliance with Park regs obtained				
<b>D. Health and Cleanliness</b>	*****	*****	*****	*****
! 1. Humans free from exposure to human waste				
! 2. Water and sewage treatment systems meet w/all state standards				
3. Garbage does not exceed container capacities				
4. Garbage containers are animal resistant				
5. Sites are free of litter & animal refuse				
6. Graffiti is removed within 48 hours of discovery.				
7. Toilets & garbage locations are free of objectionable odors				
8. All other facilities are kept clean				

**! Denotes a Critical Element**

## ATTACHMENT 8

### STANDARD PERFORMANCE EVALUATION FORM page 2

Performance Item	Above Standards	Meets Standards	Below Standards	Unacceptable
<b>E. Setting</b>				
1. Numbers of people & vehicles is kept below site capacity.				
<b>F. Safety and Security</b>				
! 1. Safety inspections completed pre-season & during season. Documented high risk conditions are corrected prior to use.				
! 2. High-risk conditions that develop during the season are mitigated, or the site is closed.				
! 3. Employees have dependable communications				
! 4. Activities prohibited under specific Park Regs are dealt with appropriately.				
! 5. Utility systems meet applicable state and local regulations.				
<b>G. Responsiveness</b>				
1. All site entrances are well marked, easily found and visitors feel welcome.				
2. Info boards look fresh, professional, are uncluttered, and contain appropriate info.				
3. All personnel demonstrate good customer services practices.				
<b>H. Condition of Facilities</b>				
! 1. All restrooms are functional and in good repair.				
2. All facilities, including parking and use sites, meet Park standards for cleanliness, maintenance, and safety.				
3. Signs & bulletin boards are well maintained and meet Parks standards.				
4. Gravel roads are graded as required.				
5. Vandalism is corrected or mitigated within one week of discovery.				

**! Denotes a Critical Element**

Comments and/or corrective actions pertaining to specific items listed above:

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Have all "Below Standard" items from previous performance inspection/appraisal(s) been corrected?

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Contractor's comments:

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## ATTACHMENT 8

### STANDARD PERFORMANCE EVALUATION FORM page 3

Midyear Evaluation: ☐Year End Evaluation: ☐Above  
Standards ☐Meets  
Standards ☐Below  
Standards ☐Unacceptable  
Standards ☐

- Note:**
1. If any Critical Element is rated "Below Standards," the best possible overall rating is Below Standards.
  2. If any Critical Element is rated "Unacceptable," the best possible overall rating is Unacceptable.
  3. If one to three other elements are rated "Unacceptable," the best possible overall rating is Below Standards.
  4. If three or more Critical Elements are rated "Below Standards" or over four other elements are rated "Unacceptable," the best possible rating is Unacceptable.

**Below Standards:**

The Contractor is given notice regarding which element(s) justify the rating, and if performance in this element(s) is not improved prior to the next rating period, the Below Standards rating shall be reduced to an Unacceptable rating.

**Unacceptable:**

The Contractor is issued written "Notice of Non-Compliance," as stipulated in the Park Concessionaire contract. This is the required first step in suspension and/or revocation of use over all or portions of the contract area. In some instances, such as a lack of adequate insurance, safety issues, etc., suspension or revocation may take place immediately.

Signatures:

Contractor Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

The holder's signature denotes that the Alaska State Parks representative has discussed this evaluation/appraisal with the holder or his/her representative. A signature does not necessarily constitute agreement or acceptance of the rating.