

STATE OF ALASKA REQUEST FOR PROPOSALS



RFP 2023-1000-0089

KACHEMAK BAY TEMPORARY PUBLIC USE STRUCTURE ASSEMBLY AND SERVICES

ISSUED OCTOBER 24, 2022

THE PURPOSE OF THIS RFP IS TO AWARD A CONTRACT FOR KACHEMAK BAY TEMPORARY PUBLIC USE STRUCTURE ASSEMBLY AND SERVICES AS AN INDEPENDENT OPERATOR, FOLLOWING THE GUIDELINES AS SET FORTH BY ALASKA STATE PARKS.

ISSUED BY:

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF SUPPORT SERVICES

PRIMARY CONTACT:

[DAVID N. BAKER](#)

PROCUREMENT OFFICER

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 RFP

The Department of Natural Resources, Division of Parks and Outdoor Recreation, is soliciting proposals for a qualified entity to obtain a concession contract to operate and manage the Kachemak Bay Temporary Public Use Structure Shelter Assembly and Services. 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 \$2000.00 for the life of the contract. Payments shall be made in two installments of \$1,000. The first payment being due by June 15 and the second by September 15 of each year. Periods of operations shall be May 15th through September 30th. 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 RFP 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 **NOVEMBER 14, 2022**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

No 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 RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

Deadline to receive questions is **Friday, November 4th, 2022, by 2:00 PM** Alaska Time.

Procurement officer: **DAVID N. BAKER**; – PHONE: 1 (907) 269–0998; TDD: 1 (907) 269–8411;

Email: david.baker@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

If submitting a proposal via email, the technical proposal and application package must be saved as separate PDF documents and emailed to david.baker@alaska.gov as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Application package.pdf” (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the State is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the State recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

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 application package included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Natural Resources
Division of Parks and Outdoor Recreation
Attention: **DAVID N. BAKER**
Request for Proposal (RFP) Number: 2023-1000-0089
RFP Title: Kachemak Bay Temporary Public Use Structure Assembly and Services
550 West 7th Avenue, Suite 1330

Anchorage, Alaska 99501

It is the offeror's responsibility to contact the issuing agency at **1 (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 RFP. Enrollment can be done online at the following link: <https://iris-vss.alaska.gov>. 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 RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(b) OFFEROR'S CERTIFICATION

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

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

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

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

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

(e) FEDERAL REQUIREMENTS

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

SEC. 1.10 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.11 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 RFP

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

SEC. 1.13 RFP SCHEDULE

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

- Issue RFP **October 24, 2022**
- Deadline for Receipt of Question – **2:00 PM Alaska Time, November 4, 2022,**
- Deadline for Receipt of Proposals – **2:00 PM Alaska Time, November 14, 2022,**
- **ANTICIPATED** Proposal Evaluation Committee complete evaluation by week of **November 14, 2022,**
- **ANTICIPATED** State of Alaska issues Notice of Intent to Award a Contract by week of **November 14, 2022,**
- **ANTICIPATED** State of Alaska issues contract week of **November 28, 2022,**
- **ANTICIPATED** Contract start **December 1, 2022.**

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

SEC. 1.14 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

Kachemak Bay State Park is located across Kachemak Bay from Homer with a maximum boating distance of 17 miles, Alaska and contains approximately 175,000 acres and 70+ miles of coastline. It has nearly 90 miles of trails, 16 trailheads, 21 campsites, a public dock, six public use structures and a Ranger Station. From May 15 to September 15 of each year, the Park's Public Use Structures experience nearly 100% occupancy at \$75.00 per night for up to six adults. In 2002, the park recorded 62,000 visitor use days. There 21 water taxi commercial operators providing public access to the park with 25 vessels. In addition, there are two kayak tour companies, two flight services, one helicopter service, one guided hiking service and two lodges operating within the park. There are at least four other lodges located just outside the Park Boundaries.

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

- Campground Season: May 1st to September 30th or through approved modification.

Current Fee Structure:

Revenues:

- 2015 – approximately \$56,025
- 2016 – approximately \$57,825
- 2018 - approximately \$47,550
- 2019 - approximately \$42,975
- 2020 -approximately \$56,700
- 2021-approximately \$67, 270

Total Reservations:

- YEAR - Total
- 2015 - 489
- 2016 - 771
- 2018- 352
- 2019 - 314
- 2020 -756
- 2021 - 897

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 management of Kachemak Bay Temporary Public Use Structure Assembly and Services with Kachemak Bay State Park.

The Contractor shall be responsible for janitorial and facility maintenance and repairs, resource protection, public services, site supervision, and fee collection for each temporary structure, associated amenities, and access points.

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

Kachemak Bay Temporary Public Use Structure Assembly and Services: 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. The concessionaire is encouraged to:

- Organize and promote special events.
- Advertise the Camp and its opportunities and services.
- Promote outdoor education and recreation with local organizations and individuals.
- Develop new activities that further the Camp's use and enjoyment by the public.

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 RFP, the State and the successful offeror/Contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide 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 through the maintenance, assembly, and/or restoration of access trails to comply with Park standards as outlined in the Alaska State Parks Trail Management Handbook, outdoor campfire area maintenance, litter removal, and other related items;
- visitor information including renter notifications before and during renter visits;
- collection of applicable park user fees;
- compliance with applicable DEC sanitary standards, including drinking water and sewage, and solid waste; and
- inform visitors of park rules and seek compliance by posting and following regulations.

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

- Offer to the public up to nine temporary structures at State Park staff designated sites for rental daily. This will include: Conduct all marketing and advertising, and provide a place of business or booking service to rent the structures.
- A map of the current sites are located under the attachment section on pages 59 and 60 and all new sites will need prior approval by State Park staff prior to placing the temporary structure.
- Provide temporary Structures, all materials for assembly and furnishing, and labor to assemble facilities.
- Each Structure shall be properly assembled on a temporary foundation that is assembled to a safe standard. All steps and staircase construction methods shall meet Uniform Building Codes.
- The Contractor will be allowed to use locally sourced material to assemble foundations and or use other assembly needs with authorization from the District Ranger.
- Place and maintain one latrine at each site following DEC standards. Latrines shall be at least 200 feet from any surface water source. The latrine shall be cleaned and maintained regularly and kept stocked with toilet paper. In locations where a park latrine is already located within 200 feet of a Structure site, the Contractor and District Ranger may agree that the Contractor may allow clients to use this facility. This will be determined on a case-by-case basis. The Contractor would then be responsible for cleaning and maintenance of the park latrine under this arrangement.
- Boats in sites shall provide a bear proof steel storage box with at least 20 cubic feet of storage capacity and designed to accommodate a cooler. The container must be designed to keep out bears and other animals such as mice and voles and should be uniform at each location. The location of the box shall be at least 100" from the structure and secured to an object to prevent movement. The Contractor shall be responsible for keeping the containers functional, provide a temporary solution when maintenance is required, post information pertaining to operation and capacity on their website, and notify park staff when repairs are expected to take longer than one week. The Contractor shall be held accountable for any wildlife incident that upon investigation, is found to be a direct result of faulty or non-complaint equipment.

- Each Structure shall be provided with a heating source, which may be a wood, oil or propane stove.
- Each Structure shall be provided with the following: a broom and dustpan, a splitting maul, wood saw, smoke and CO2 alarm (battery powered), five-gallon water container, bucket, and one five-pound ABC fire extinguisher.
- Each Structure site shall be provided with a small bulletin board, either inside or outside the Structure. On each bulletin board shall be posted Structure care and use information, Contractor contact information, plus information provided by the District Ranger that must include: Park Regulations, contact phone numbers, emergency procedures and other pertinent and current information.

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:

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

- Structure Area Inspection: The Contractor shall conduct a safety inspection to detect any hazards present in or near the structures 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.
- Hazard inspection reports must be submitted annually to Alaska State Parks prior to any clients renting any provided structure at the start of the season. If structures are to be rented year-round, a Hazard Inspection report must be submitted by April 31st of each year.
- Signs: Bulletin boards shall be updated with current information. Signs that may have been taken down during the winter shall be re-installed.

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

Remove bulletin boards, structures, and signs as necessary to reduce winter vandalism loss. Clean surrounding area of all trash and debris. Fix and update trails. Pump latrine vaults (if half full or more) at sites that experience heavy early spring use. Conduct year-end report and submit to Chief Ranger within 30 days of year-end closing.

SEC. 3.05 DAMAGE TO STATE FACILITIES

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

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

If a single event of damage or vandalism of non-insured facilities exceeds \$1000 in estimated repair costs, or if ordinary wear and tear is considered excessive, the Contractor and Kenai Area Superintendent 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.

Should damage occur to facilities other than within the Contractor's operating season, the Contractor agrees to pay up to \$500 per incident to repair. When damages exceed \$500, the Contractor and the Kenai Area Superintendent will negotiate each one's share of the 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 must 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 regular visits to the park to ensure public use, enjoyment, and safety. While the Contractor is not required to provide on-site staff, when present the Contractor and their staff shall endeavor to answer questions and assist the visiting public to a reasonable extent.

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.

When applicable, 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 Alaska State Park Rangers. If no Ranger is working, contact the Alaska State Troopers. If an emergency exists call 911 immediately.

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. After notifying the appropriate law enforcement authority, the Chief Park Ranger shall be notified within 24 hours when such acts are discovered.

Employee Conduct

- The Contractor is responsible for the conduct of his or her employees. This RFP does not shield the Contractor or his or her employees from prosecution if they violate any laws, either while performing their duties or while on their own time.
- The Contractor’s employees or agents shall not engage in activities that would lead a member of the public to believe they are state employees.
- The Contractor shall not allow its employees, agents, or guests to create a disturbance that could be disruptive to the public's use and enjoyment of the area.
- The Contractor shall cooperate with other groups or organizations permitted to use the area or premises.
- The Contractor shall ensure that 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. Firearms may be carried in conjunction with bear spray as a secondary deterrent for wildlife. The Contractor shall make Park User surveys available to the public (see Attachment 6).

SEC. 3.07 FACILITY AND JANITORIAL MAINTENANCE STANDARDS

The Contractor shall be responsible for all janitorial and facility maintenance of the structures during the designated operating season. The services must be conducted on a regularly scheduled basis to maintain the cleanliness, safety, and serviceability of the parks and facilities.

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, problematic wildlife, etc.) must be immediately address before the public can occupy the structure. This may include closing the structure.

Recreation Site Improvements or Alterations:

Any site improvement or alterations by the Contractor must first be approved by the State. The Division of Parks and Outdoor Recreation will conduct site planning for park improvements. The State will consider allowing the Contractor to provide a portable or temporary building. The size, design and location will be approved by Alaska State Parks. These must be temporary building that can be moved when no longer needed. An electrical utility installation will be considered if brought into the recreation site.

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 RFP.*

Latrines:

Place and maintain one latrine at each site. The latrine will be an assembled outhouse or approved design by DEC for a composting latrine. Outhouse buildings must follow standard drawings provided by Alaska State Parks, though size may change to a larger square footage. Each latrine must have a working door, vent, riser, and shall be at least 200 feet from any surface water source. The latrine shall be cleaned and maintained regularly and kept stocked with toilet paper. In locations where a park latrine is already located within 200 feet of a Structure site, the Contractor and District Ranger may agree that the Contractor may allow clients to use this facility. This will be determined on a case-by-case basis. The Contractor would then be responsible for cleaning and maintenance of the park latrine under this arrangement.

All latrine buildings and fixtures must be cleaned at least twice per week and inspected each day the Contractor or other staff members is in the park. Messy toilets must be cleaned whenever found. Each toilet must be furnished with two rolls of toilet paper and 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.

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 markings on the walls must be obliterated by eraser, 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 may, following DEC guidelines, fill the old pit toilet in and dig a new pit toilet. At no time shall a pit toilet or new hole be left exposed. If the Contractor needs to leave the area while digging a new pit toilet or moving an old pit toilet, the pit or hole shall be 100% covered with material that can support 500 lbs.

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 Chief Ranger 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.

Litter and Trash:

- All litter shall be picked up when found.
- All garbage must be removed from the Park.

Signs, Posts, and Other Barriers:

Ensure that all signs are maintained, replacing faded or shot up signs as often as necessary. All signposts shall be straightened or replaced as necessary. 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.

Trails:

All trail work shall be in consultation with Alaska State parks. Trail maintenance includes brushing, downed tree removal, litter pickup, light erosional damage repairs to trail tread and minor repairs to railings shall be conducted in compliance with the Alaska State Park Trail Management Handbook. Trail erosion issues shall be addressed in a timely manner to prevent further damage. Trail hardening, reroutes, abandonment, and structures may be implemented to improve trail conditions. Social and abandoned trails shall be revegetated with locally source vegetation and access restricted with brush or logs.

Vegetation Control:

Brush and vegetation shall be cut back from, signs, bulletin boards, latrines, and structure seasonally or as needed. No vegetation should touch, lean over, or obstruct the view or function of structures or signage. Any felling or removal of trees greater than six inches at base must be approved in advance by the Chief Ranger. Removed or trimmed vegetation must be removed from the site and can be dispersed throughout the woods. Trimmings may not be visible from the structure, surrounding area, or trails. Downed trees may be bucked and stacked to be used by recreators as firewood.

Painting:

All signposts, outhouses, railings, etc. shall be painted State Parks Brown as approved by the Chief Ranger. All structures shall be painted when current paint begins to weather.

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 assemble a caretaker residence, or place portable structures used as a rental outlet for

watercraft. 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.

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 Kenai Area Superintendent 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.

SEC. 3.08 CONTRACT TYPE

This contract is 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 \$2000.00 per year. The first payment being due by June 15 and the second by September 15 of each year.

SEC. 3.10 CONTRACT PAYMENT

Contract payments due by June 15 and the second by September 15 of each year. 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 MANDATORY REPORTING

The Contractor must provide a quarterly usage report to the procurement officer in an electronic format (Excel). The report must contain at least the following information: purchasing entity, description of items and/or services purchased, date of purchase, contract price, retail price, extended contract and retail price, and savings.

These reports are due 30 days after the end of each quarter. The Contractor's failure to provide these reports as required may result in contract default action.

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

Any quarter with zero sales must be reported as zero sales. This may be done via email to the procurement officer.

SEC. 3.12 LOCATION OF WORK

The location of the work is at Kachemak Bay State Park is located six to 20 miles across Kachemak Bay from Homer, Alaska and contains approximately 175,000 acres and 70+ miles of coastline.

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 State

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. 3.13 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.14 JOINT VENTURES

Joint ventures will not be allowed.

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 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.17 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. 3.18 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. 3.19 INDEMNIFICATION

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

SEC. 3.20 INSURANCE REQUIREMENTS

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

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

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

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

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

SEC. 3.21 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 RFP and provide all information requested.

SEC. 4.02 INTRODUCTION

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

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

SEC. 4.03 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the State's 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 RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

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

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

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

SEC. 4.06 FEES CHARGED TO THE PUBLIC

Offerors must submit this information as described in the Application Form (Attachment2).

SEC. 4.07 COMPENSATION (RETURN) TO THE STATE

Offerors must submit this information as described in the Application Form (Attachment 2).

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 PROJECT (20%)

Proposals will be evaluated against the questions set out below:

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

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

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the state operational requirements and logically lead to the deliverables required in the RFP?
- 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 RFP?
- 5) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 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 on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

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

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the firm regarding managing other similar facilities?
- c) Has the firm provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

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

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 (5%)

Information contained in the Offeror's Operation Plan will be used to evaluate the 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 RFP? How do they affect the overall operation and service requirements of the RFP?
- 3) How well do the proposed contract stipulation changes enhance safety, convenience, and efficiency of park users beyond that required in the RFP?
- 4) Will the proposed changes affect the basic services requested in the RFP 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 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. 6.03 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.04 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three State employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 6.05 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. 6.06 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. 6.07 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.08 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least 10 days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within 10 days after the date the Notice of Intent to Award the contract is issued.

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

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

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

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

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

SEC. 6.09 APPLICATION OF PREFERENCES

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

<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. 6.10 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a Limited Liability Company (LLC) organized under AS

10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of the state; and

- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

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

SEC. 6.11 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 6.12 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. 6.13 FORMULA USED TO CONVERT COST TO POINTS

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

[(Price of Lowest Application package) x (Maximum Points for Cost)] ÷ (Cost of Each Higher Priced Proposal)

SEC. 6.14 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES**(a) FORMULA USED TO CONVERT COST TO POINTS****STEP 1**

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

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

STEP 2

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

$\$40,000$ lowest cost x 40 maximum points for cost = 1,600,000 ÷ $\$42,750$ cost of Offeror #2's proposal = **37.4**

Offeror #3 receives 33.7 points.

$\$40,000$ lowest cost x 40 maximum points for cost = 1,600,000 ÷ $\$47,500$ cost of Offeror #3's proposal = **33.7**

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

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

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

STEP 2

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

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

STEP 3

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

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

STEP 4

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

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. ATTACHMENTS** for your review. The Contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

SEC. 7.02 QUALIFIED OFFERORS

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

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

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

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.05 HUMAN TRAFFICKING

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

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

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

SEC. 7.06 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable 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 RFP.

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.08 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the State's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

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

SEC. 7.11 SEVERABILITY

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

SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

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

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

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

SEC. 7.13 SOLICITATION ADVERTISING

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

SEC. 7.14 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The Contractor must promptly notify the procurement officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contact 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;
- 2) Certification of Entitlement to the Alaska Bidder Preference;
- 3) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;
- 4) Application Package;
- 5) Monthly Use Report Form;
- 6) End Of Season Report Form;
- 7) Park Hazard Inspection Form;
- 8) Sample Park User Survey;
- 9) Standard Performance Evaluation Form;
- 10) Area Maps;

ATTACHMENT 1

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	
This contract is between the State of Alaska,			
8. Department of	Division	Hereafter the State, and	
9. Contractor		Hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Contract:</p> <p>2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the scope of work/services to be performed by the Contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>XXXX</u>, and ends <u>XXXX</u>. There are no renewal options for this contract.</p> <p>ARTICLE 4. Considerations:</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	Attention: Division of		
Mailing Address	Attention:		
12. CONTRACTOR	13. CONTRACTING AGENCY		
Name of Firm	Department/Division		
Signature of Authorized Representative	Signature of Procurement Officer		
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer		
Date	Date		

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 sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the Contractor for acts of Contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

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

12. Contract Prices:

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

13. Contract Funding:

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

14. Force Majeure:

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

15. Contract Extension:

Unless otherwise provided, the State and the Contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 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 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 proposal, 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 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 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 proposal 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 offeror, for a period of six months immediately preceding the date of the bid;
 - (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.

Signature of Offeror or Offeror's Authorized Agent

Date

Printed Name

ATTACHMENT 3
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

The prospective recipient of federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name of Representative: _____.

Title of Representative: _____.

Signature: _____.

Date: _____.

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number _____ or the Cage Code _____.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving federal funds. Failure to do so will result in cancellation of the contract.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 4 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 RFP?

YES NO

If Yes, please explain:

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:

The minimum contract fee is specified in section 1.02 of this RFP, 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 RFP;
- A condition that the proposal submitted was independently arrived at without collusion, under penalty of perjury;
- That the offers will remain open and valid for at least 90 days; and
- That programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

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

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

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

Offeror's Authorized Signature

Date

Printed Name

Title

PREFERENCE CERTIFICATION

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

YES NO

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

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 5 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				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				

ATTACHMENT 6 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:

ATTACHMENT 7 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 8 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

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

Place Stamp
Here

ATTACHMENT 9 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
A. Contract Terms	*****	*****	*****	*****
! 1. Insurance requirements met				
! 2. Payments timely				
3. Use reports accurate & timely				
4. Other Contract terms met (specify below)				
Communications				
Miscellaneous Sales				
B. Operation and Maintenance Plan	*****	*****	*****	*****
! 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				
C. Customer Service	*****	*****	*****	*****
! 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				
D. Health and Cleanliness	*****	*****	*****	*****
! 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 9

STANDARD PERFORMANCE EVALUATION FORM page 2

Performance Item	Above Standards	Meets Standards	Below Standards	Unacceptable
E. Setting				
1. Numbers of people & vehicles is kept below site capacity.				
F. Safety and Security				
! 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.				
G. Responsiveness				
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.				
H. Condition of Facilities				
! 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:

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

Contractor's comments:

ATTACHMENT 9

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.

ATTACHMENT 9 AREA MAPS



