



Department of Natural Resources
Division of Support Services
550 W 7th Avenue, Suite 1230
Anchorage, AK 99501

Request for Proposals

RFP 2014-1000-2254

ASP 10-14-019

Date of Issue: **November 1, 2013**

Title and Purpose of RFP:

Concession Contract for Private Operation of Food Services at Big Delta State Historical Park

The State of Alaska, Department of Natural Resources is soliciting offers for a qualified entity to obtain a concession Contract to operate food services at Big Delta State Historical Park, located 8 miles north of the community of Delta Junction at mile 274.5 of the Richardson Highway. The Contractor may provide additional services, including sale of gifts, souvenirs, books, maps or other educational materials, or rental fees for the reserved use of the premises for special events such as wedding receptions, banquets, or other activities that are compatible with the facility.

Offerors Are Not Required To Return This Form.

Important Notice: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

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Support Services Division
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SECTION ONE

INTRODUCTION AND INSTRUCTIONS

1.01

Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit five copies of their proposal, in writing, to the procurement officer in a sealed envelope. It must be addressed as follows:

Department of Natural Resources
Division of Support Services
Attention: Marlys Hagen, C.P.M.
Request for Proposal (RFP) Number: 2014-1000-2254

Project name: Concession Contract for Private Operation of
Commercial Services at Big Delta State Historical Park
550 W. 7th Avenue, Suite 1230
Anchorage, AK 99501

Proposals must be received no later than 4:00 P.M., Alaska Time on Friday December 13, 2013. Fax proposals are acceptable but not encouraged. Oral proposals are not acceptable.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

PROCUREMENT OFFICER: Marlys Hagen, C.P.M. – PHONE (907) 269-8666 - FAX (907) 269-8909-TDD (907) 269-8411

1.02

Contract Term and Work Schedule

The contract term and work 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 opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, approximately January 24, 2014, for an initial term of 5 years, with two additional ten-year renewal options upon mutual agreement between the State and the Contractor.

The approximate contract schedule is as follows:

- Issue RFP November 1, 2013
- Pre-Proposal Conference November 14, 2013
- Proposals Due December 13, 2013
- Proposal Evaluation Committee complete evaluation by January 10, 2014
- State of Alaska issues Notice of Intent to Award a Contract January 10, 2014
- State of Alaska issues contract January 24, 2014
- First contractor work period January 24, 2014 through January 23, 2019

1.03

Purpose of the RFP

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

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

1.04

Budget

The State requires a minimum return of 5 percent of gross revenues from the contractor providing these services.

1.05

Location of Work

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

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

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

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

Failure to comply with this requirement or to obtain a waiver may cause the state to reject the proposal as non-responsive, or cancel the contract.

1.06

Human Trafficking

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>

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

1.07

Assistance to Offerors with a Disability

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

1.08

Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the time set for opening.

1.09

Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed 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.

1.10

Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer as having downloaded the RFP from the State of Alaska Online Public Notice web site.

1.11

Alternate Proposals

Offerors may only submit one proposal for evaluation.

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

1.12 Right of Rejection

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

1.13 State Not Responsible for Preparation Costs

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

1.14 Disclosure of Proposal Contents

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.15 Subcontractors

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

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

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid Alaska business license; and
- (f) a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

1.16 Joint Ventures

Joint ventures will not be allowed.

1.17 Offeror's Certification

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

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and

- (h) that programs, services, and activities provided to the general public under the resulting contract conform to the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

1.18 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., employed by the State of Alaska) and, if so, the nature of that conflict. The Commissioner, Department of Natural Resources, reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.19 Right to Inspect Place of Business

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

1.20 Solicitation Advertising

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

1.21 News Releases

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

1.22 Assignment

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

1.23 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

1.24 Severability

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

1.25 Federal Requirements

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

SECTION TWO

STANDARD PROPOSAL INFORMATION

2.01

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 ninety (90) days from the opening date.

2.02

Pre-proposal Conference

A pre-proposal conference will be held at 10:30 a.m. Alaska Time, on Thursday, November 14th, 2013 at Big Delta State Historical Park, Mile 274.5 Richardson Highway, Delta Junction, Alaska. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting. Staff from the Division of Parks and Outdoor Recreation will conduct a tour of the facility as part of the pre-proposal conference.

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

2.03

Site Inspection

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

2.04

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.

2.05

Supplemental Terms and Conditions

Proposals must comply with Section 1.11 **Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null

and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.06

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 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 proposal evaluation committee may be adjusted as a result of a clarification under this section.

2.07

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 proposal evaluation committee. 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.

2.08

Prior Experience

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

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

2.09 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 7** of this RFP.

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.

2.10 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.

2.11 Alaska Business License and Other Required Licenses

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license with the correct SIC code;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license.

2.12 Application of Preferences

Certain preferences apply to all contracts for services, regardless of their dollar value. The Alaskan Bidder and Offeror preferences are the two most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how

to calculate the preferences are available at the Department of Administration, Division of General Services' web site:

http://www.commerce.state.ak.us/ded/dev/smallbus/pub/Preferences_for_Alaska.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 36.30.170(c)

Alaskans with Disability Preference - AS 36.30.170 (e)

Employers of People with Disabilities Preference - AS 36.30.170 (f)

Alaska Veteran's Preference - AS 36.30.175

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs; a list of individuals who qualify as persons with a disability; and a list of persons who qualify as employers with 50 percent or more of their employees being disabled. A person must be on this list at the time the bid is opened in order to qualify for a preference under this section.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the Employment Program Preference, Alaskans with Disability Preference or Employers of People with Disabilities Preference described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to the proposal. The offeror's failure to provide the certification letter mentioned above with the proposal will cause the state to disallow the preference.

2.13

5 Percent Alaskan Bidder Preference 2 AAC 12.260 & AS 36.30.170

An Alaskan Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who:

- (a) holds a current Alaska business license;
- (b) submits a proposal for goods or services under the name on the Alaska business license;
- (c) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- (d) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and
- (e) if a joint venture, is composed entirely of entities that qualify under (a)-(d) of this subsection.

Alaskan Bidder Preference Affidavit

In order to receive the Alaskan Bidder Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaskan Bidder Preference.

2.14

5 Percent Alaska Veteran Preference

AS 36.30.175

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.170 (b) 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.

Alaska Veteran Preference Affidavit

In order to receive the Alaska Veteran Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

2.15

Formula Used to Convert Compensation to Points

AS 36.30.250 & 2 AAC 12.260

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

EXAMPLE

Formula Used to Convert Compensation to Points

[STEP 1]

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

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

[STEP 2]

Convert compensation to points using this formula.

$$\frac{(\text{Compensation in each Proposal} \times \text{Maximum Points for Compensation})}{(\text{Compensation of the Highest Proposal})} = \text{SCORE}$$

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

Offeror #1 receives 15 points.

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

Offeror #2 receives 12.6 points.

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

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

Offeror #3 receives 9.9 points.

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

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

2.16

Alaskan Offeror's Preference AS 36.30.250 & 2 AAC 12.260

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

EXAMPLE

Alaskan Offeror's Preference

[STEP 1]

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

Total number of points available - 100 Points

$$100 \quad \times \quad 10\% \quad = \quad 10$$

Total Points Available	x	Alaskan Offerors Percentage Preference	=	10	Number of Points Given to Alaskan Offerors Under the Preference
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[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors; Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaskan Offeror's Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

Offeror #1 - 89 points
Offeror #2 - 80 points
Offeror #3 - 88 points

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

*Offeror #1 - **89 points***
*Offeror #2 - **90 points***
*Offeror #3 - **98 points***

Offeror #3 is awarded the contract.

2.17

Contract Negotiation

2 AAC 12.315

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

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

2.18

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.

2.19

Notice of Intent to Award (NIA) — Offeror Notification of Selection

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

2.20 Protest

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

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

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

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

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

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

- (a) the name, address, and telephone number of the protester;
- (b) the signature of the protester or the protester's representative;
- (c) identification of the contracting agency and the solicitation or contract at issue;
- (d) a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (e) 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."

SECTION THREE STANDARD CONTRACT INFORMATION

3.01

Contract Type

This contract is a concession contract under which a minimum of 5 percent of gross revenues must be paid to the State.

3.02

Contract Approval

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.

3.03

Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services (**Section 8.01**). 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 (Section 8.02)** must be set out in the offeror's proposal. The attached draft stipulations **Appendix C (Section 8.04)** will be made part of the Concession Contract and should be carefully reviewed by potential Respondents prior to offering a proposal. Proposals should identify any Contract terms and stipulations that are unacceptable and need revision or deletion. Any additional terms or stipulations should also be identified.

3.04

Proposal as a Part of the Contract

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

3.05

Services to be Provided

The successful offeror will be required to perform services as outlined in **Section 5**. Proposals for activities in addition to those required should describe in detail the services and their relation to the park's theme and purpose. Services to be provided will be negotiated based on the offeror's proposal and the requirements of the RFP.

3.06 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.

3.07 Insurance Requirements

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

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

Offerors must review form **8.03 Appendix B**, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in **8.03 Appendix B** must be set out in the offeror's proposal.

3.08 Bid Bond - Performance Bond - Surety Deposit

The Contractor shall secure a performance bond or other acceptable surety in an amount of \$5,000. Bonds may take the form of corporate surety, U.S. Treasury bills, notes, bonds, or other negotiable securities, cash deposits, irrevocable letters of credit, assignment of savings accounts, or assignment of certificates of deposit. (For example, see **9.12**) The bond shall be held by the State for the duration of the contract term, unless the Project Director determines that the need for the bond requirement no longer exists after one or more operating seasons. Upon completion of that review, the Project Director may reduce the amount of the bond or eliminate the need for the bond.

The performance bond may be used by the State, at its sole discretion, to protect the interests of the State in the event the Contractor fails to comply with contract terms or stipulations, fails to make necessary and appropriate repairs to State or other facilities, damages park resources, or fails to correct a condition which may cause damage to an adjoining landowner. A forfeiture bond is not required; the bond will only be used to cover actual costs associated with repairs and maintenance.

3.09 Contract Funding

The contractor must make a minimum payment to the State of at least 5 percent of monthly gross revenues.

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

3.10 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 5 percent of monthly gross revenues. Any payments to the State shall be made on or before the 15th of each calendar month, unless otherwise negotiated with the Project Director. The payment shall be based on gross revenues of the preceding calendar month. Payments to the State shall be made to the Project Director.

3.11 Contract Payment

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

3.12 Capital Improvements

Any Capital Improvements required by the offeror must be submitted with the proposal. A Proposal for Capital Improvements must include a cost estimate and a description of the funding source to be used for the construction. Proposals should also include an operating plan for improvements that is commensurate with the park's theme and purpose. Capital Improvements must adhere to the Secretary of the Interior's Standards for Treatment of Historic Properties in 36 CFR Part 68 (See **Attachment 9.09**).

Any Capital Improvement once installed shall become the State's property, without compensation to the successful respondent, unless this contract requires their removal at the end of the contract term. No improvements once installed may be altered or removed without the Project Manger's written consent.

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

3.13 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the Project Director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

3.14 Contract Personnel

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the Project Director. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

3.15

Failure to Comply

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

- Correct the failure utilizing State employees or a private contractor, and billing the Contractor at cost for time and materials;
- Issue a second notice of non-compliance with a penalty of up to \$300.00 owed to the State by the Contractor. (This assessment will be in addition to the contract payments specified in this contract.); or
- Institute Termination for Default proceedings as outlined below in **3.16**.
- Initiate criminal prosecution, if applicable.

3.16

Termination for Default

If the Contractor remains in non-compliance with the terms of this contract after being served with a second "Notice of Non-Compliance" under **3.15**, or the failure jeopardizes public safety or park resources or otherwise constitutes a significant breach, the Project Director may immediately terminate the contract. The Contractor is not entitled to reimbursement for damages suffered in the event that the contract is revoked under this section.

This clause does not restrict the state's termination rights under the contract provisions of **Appendix A (8.02)**, attached.

3.17

Liquidated Damages

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

3.18

Contract Changes - Unanticipated Amendments

If, during the course of this contract, an additional service that is commercial in nature is proposed by the contractor or other entity, the state may negotiate an amendment to the contract to allow the contractor to perform the service.

The contractor will not perform the additional services until the Project Director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee.

3.19

Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

3.20

Contract Management

The Project Director has the authority to negotiate the final terms and conditions of the contract subject to the Procurement Officer's approval. The Project Director is also responsible for contract administration that includes approving deliverables, accepting proposals for changes, reviewing work and compliance with contract stipulations, and approving invoices.

SECTION FOUR

BACKGROUND INFORMATION

Following the completion of requirements within AS 41.21.027 (b) and (c), the Commissioner of the Department of Natural Resources has prepared a Preliminary Decision and a Final Decision (9.04 and 9.05) determining that the State may proceed with the offering of a Concession Contract for this service.

4.01

Park Background Information

Big Delta State Historical Park gives visitors an opportunity to take a walk back in time. The park is comprised of Rika's Roadhouse and the Big Delta State Historic District, both on the National Register of Historic Places. The historic district was an important crossroad for prospectors, travelers, traders, and the military during the early days of the 20th century. Rika's Roadhouse, the centerpiece of the park, served travelers of the historic Valdez-to-Fairbanks Trail from 1913 to 1947. Also located at the park are the Delta Historical Society Museum, the McCarty Washington to Alaska Military Cable and Telegraph System (WAMCATS) station and the Alaska Road Commission (ARC) site. The park is located 8 miles north of Delta Junction, Alaska at Mile 274.5 of the Richardson Highway.

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

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

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

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

The park was maintained and operated by Whitestone Farms, Inc. from 1987 to 2012 under a Concession Contract. During this contract period Whitestone Farms, Inc. also operated a gift shop and restaurant in the park. In December of 2012 the State took over the responsibility of operations and maintenance of the park. Whitestone Farms, Inc. operated a restaurant and gift shop from December of 2012 until September of 2013 under a Concession Contract with the State. Whitestone Farms, Inc. has chosen to terminate the contract, expecting visitation to decrease by 65% with Holland America Tours eliminating the Richardson Highway segment of their tour.

4.02 Facility Description

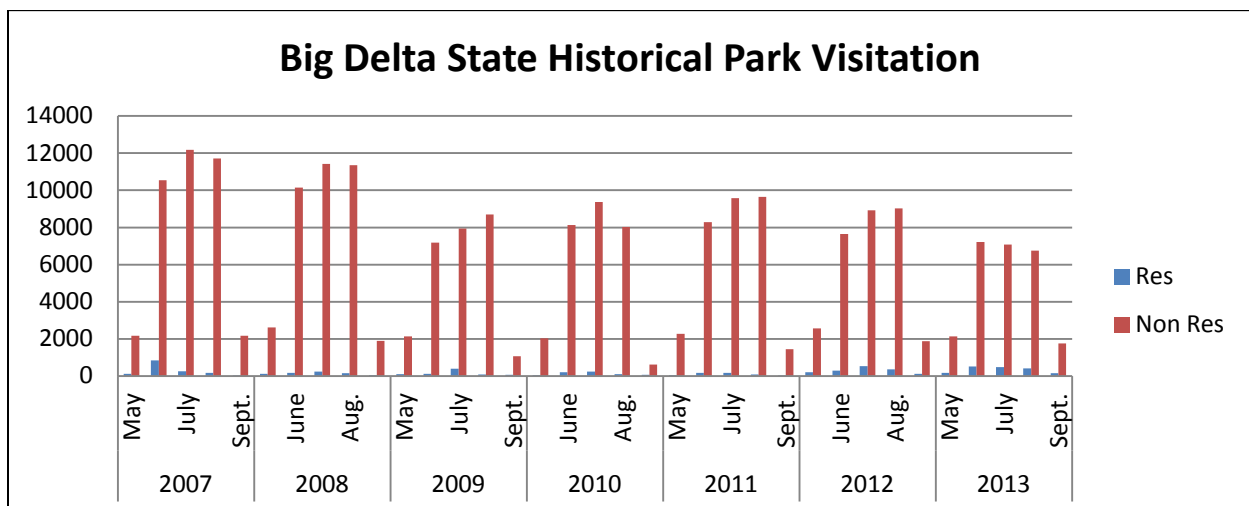
The Restaurant Facility, constructed in 1987, is a 4,745 square foot framed structure located at Big Delta State Historical Park. The public area is 2,926 square feet and includes men’s and women’s restrooms. Over 1,675 square feet are devoted to kitchen, storage, and office area. Two utility rooms make up approximately 125 square feet. See **Attachment 9.07** Floor Plan. There is additional storage in the attic above the kitchen area.

Utilities include telephone, electricity, and an oil boiler heating system with five heating units throughout the building. There is onsite well and waste disposal. A propane hot water heater and a pressure tank are located in the building. This water system also supplies the water for the park’s RV dump station requiring that a second pressure tank is located in the building. There is a separate waste disposal system for the dump station.

4.03 Visitation and Use Patterns

The Park received an average of over 32,000 visitors per year during the past seven years. Tour groups make up a majority of the park’s visitors. These visitors enjoy a meal at the restaurant, shop at the gift shop and take a quick self-guided tour of the historic buildings and interpretive displays. Independent travelers and locals also visit the park. Their visits are usually for a longer duration with more opportunity to explore this historic site.

With Holland America Tours eliminating the Richardson Highway segment of their tour, visitation is expected to decrease by 65%.



2007						
	May	June	July	Aug	Sept	Total
Resident	128	840	252	165	34	1419
Non-Res	2177	10543	12181	11719	2166	38786
Total	2305	11383	12433	11884	2200	40205

2008						
	May	June	July	Aug	Sept	Total
Resident	112	177	244	150	44	727
Non-Res	2616	10153	11421	11352	1900	37442
Total	2728	10330	11665	11502	1944	38169

2009						
	May	June	July	Aug	Sept	Total
Resident	106	122	394	93	77	759
Non-Res	2129	7178	7942	8706	1071	27026
Total	2235	7300	8336	8799	1148	27818

2010						
	May	June	July	Aug	Sept	Total
Resident	53	212	244	95	65	669
Non-Res	2036	8122	9367	8027	621	28173
Total	2089	8334	9611	8122	686	28842

2011						
	May	June	July	Aug	Sept	Total
Resident	55	174	180	91	39	539
Non-Res	2270	8281	9586	9648	1443	31228
Total	2325	8455	9766	9739	1482	31767

2012						
	May	June	July	Aug	Sept	Total
Resident	210	298	534	358	129	1529
Non-Res	2561	7640	8917	9024	1870	30012
Total	2771	7938	9451	9382	1999	31541

2013						
	May	June	July	Aug	Sept	Total
Resident	168	513	490	410	157	1738
Non-Res	2139	7212	7081	6761	1765	24958
Total	2307	7725	7571	7171	1922	26696

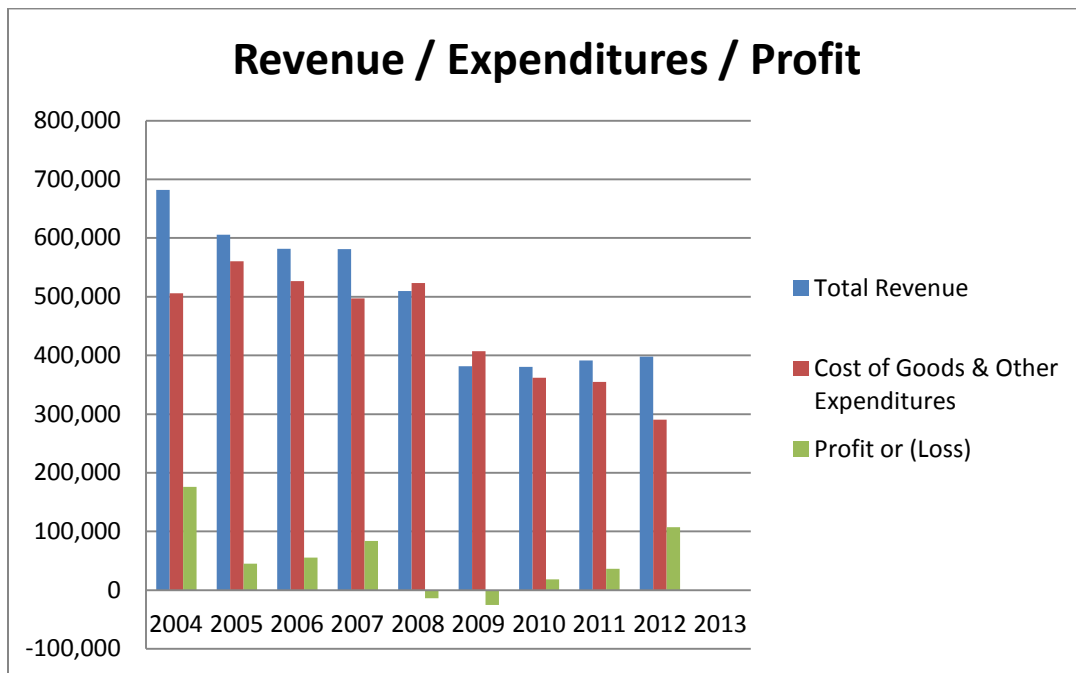
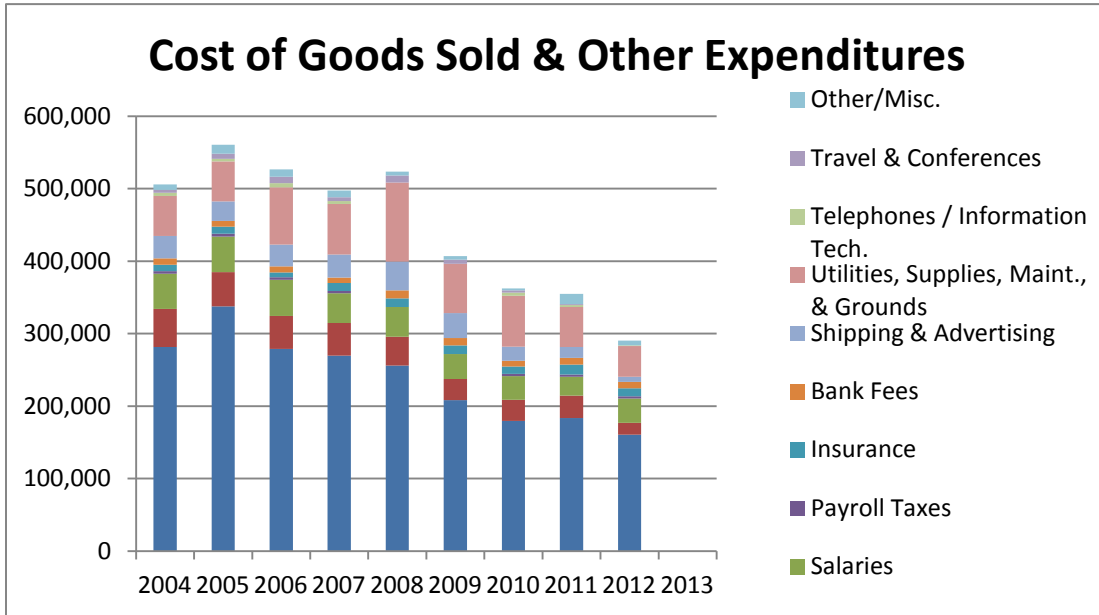
4.04 Historic Operating Budget

The current contractor's gross sales averaged \$400,295 per year over the past five years, with approximately one-third in food and beverage sales and two-thirds in gift shop sales. For the past two years, the restaurant and gift shop have been open 9:00am to 4:00pm May 15 through September 15. Information for the following tables and charts was compiled from the current contractor's IRS 990 forms which are open to public inspection.

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Gross Sales	668,806	591,695	568,949	569,349	497,784	369,591	368,769	383,672	388,842	May-Aug 302,346
MMA and PIA Reimbursement	13,000	14,000	13,000	12,000	12,000	12,000	12,000	7,857	9,000	0
Total Revenue	681,806	605,695	581,949	581,349	509,784	381,591	380,769	391,529	397,842	
Cost of Goods Sold	281,671	337,646	278,863	269,653	256,052	208,137	179,441	83,402	160,644	
Gross Profit	400,135	268,049	303,086	311,696	253,732	173,454	201,328	208,127	237,198	

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Commission to State	52,316	47,281	45,449	44,987	39,505	29,321	29,287	31,003	16,386	May-Aug 18,140
Salaries	48,521	48,999	49,772	40,949	41,027	34,445	32,557	26,216	33,576	
Payroll Taxes	3,712	3,748	3,808	3,133			3,107	2,955	3,107	
Insurance	9,037	9,902	6,547	11,101	12,020	12,109	10,079	13,773	10,736	
Bank Fees	8,687	8,076	8,294	7,401	11,251	9,813	8,343	9,056	9,048	
Shipping & Advertising	30,782	26,759	30,250	31,985	39,403	34,445	19,198	15,323	7,230	
Utilities, Supplies, Maint. & Grounds	55,342	54,996	79,059	69,673	109,425	67,982	70,316	55,194	42,046	
Telephones / Information Tech.	4,213	3,920	5,453	3,957			4,387	2,535	1,112	
Travel & Conferences	4,259	6,694	8,990	5,168	9,638	6,034	3,486	1,287	0	
Other/Misc.	7,228	12,346	9,917	9,373	5,168	4,665	2,247	14,327	6,628	
Total Expenditures	224,097	222,721	247,539	227,727	267,437	198,814	183,007	171,669	129,869	

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Total Revenue	681,806	605,695	581,949	581,349	509,784	381,591	380,769	391,529	397,842	
Cost of Goods & Other Expenditures	505,768	560,367	526,402	497,380	523,489	406,951	362,178	355,071	290,513	
Profit or (Loss)	176,038	45,328	55,547	83,969	(13,705)	(25,360)	18,591	36,458	107,329	



4.05 Utility Estimates

The recent contractor provided these estimates for their yearly cost for utilities.

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

4.06 Facility Improvements

The Contractor may be permitted to construct minor facilities that are in keeping with the nature of the operation. Written authorization is required before any new facilities are constructed. Before the construction of any major facility is authorized, the Department of Natural Resources must conduct a public review process as required under AS 41.21.027.

4.07 State-Furnished Equipment

The State will provide six picnic tables on the grounds near the restaurant entrance for the Contractor's use.

An assortment of state-owned equipment may be provided as part of this contract, pending negotiations with the recent concessionaire. See **Attachment 9.08** for the inventory list.

SECTION FIVE

SCOPE OF WORK

5.01

Goals of this Project

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

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

The contractor will provide visitor services including food service. The Concessionaire will be responsible for operating the Restaurant Facility and surrounding grounds, including janitorial and facility maintenance and repairs in accordance with the Secretary of Interior's Standards for the Treatment of Historic Properties (see **Attachment 9.09**), cultural and natural resource protection, public services, and site supervision.

The State is willing to consider other revenue enhancing services proposed that are compatible with the primary objective of historic preservation and interpretation, and are commensurate with the Division of Parks and Outdoor Recreation's mission to "provide outdoor recreation opportunities and conserve and interpret natural, cultural and historic resources for the use, enjoyment and welfare of the people." Respondents should specify in their proposals any additional business activities they intend to pursue, for consideration by the State during proposal evaluations and contract negotiations.

5.02

Contract Area

The area affected by this contract is the restaurant facility at Big Delta State Historical Park and its surrounding grounds, as depicted in **Attachments 9.06 and 9.07**.

This Contract does not convey any property interest to the Contractor. The lands and facilities remain part of Alaska State Parks, and are owned and managed under AS 41.21.020 by the State of Alaska.

5.03

Summary of Services to be Provided

The Contractor will be responsible for providing all supervision and management, labor, supplies, and materials necessary for food service operations. The food service will be available to the public between 8 a.m. and 6 p.m. from May 15th through September 15th.

The Contractor may expand services at the Park to include longer hours of operation, more months of operation, or other services which are consistent with the park's purpose.

The details of the scope of work are contained in the attached contract stipulations (see **8.04**).

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01

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. Incomplete forms or failure to include any of the forms or items requested could result in a lower score with respect to the evaluation criteria to which the information pertains or may result in disqualification of the proposal.

6.02

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.

6.03

Response Format

Proposals should include the following items and be submitted in the order listed below.

Concession Contract Application (9.01)

This form must be completed in its entirety.

Operations Plan (9.02)

Respondents to this RFP are required to submit an annual operations plan for the 2014 season as a part of their proposal. (See **9.02**) This plan, the contract stipulations included in this RFP and other portions of the successful Offeror's proposal shall control the Contractor's activities allowed in the facility. It is understood that all of these items may be modified by negotiations between the State and successful Offeror (which will become the Contractor). Further, the plan and Concession Contract stipulations may be modified during the period of the Concession Contract by mutual agreement of the parties.

Business Plan. (9.03)

Offerors are required to submit a Business Plan. **Attachment 9.03** has a suggested Business Plan format. Offerors should use it or another format that provides the necessary information. The Business Plan should include information on startup capital such as personal savings, letter of credit, and other information that will indicate that the Offeror is capable of obtaining sufficient financial resources to operate the Park under their operations plan and proposed first year budget. The Business Plan will be used to evaluate the Offeror's financial and technical ability.

Letters of Reference

Attach a minimum of two written letters of reference from individuals or business representatives who can attest to your ability to perform successfully under this RFP.

Offeror's Experience

The proposal should include detailed information on the offeror's proposed staff and their experience. It is important to state the amount of time key participants will give to the operation. Provide information for all key staff that relates to their skill or experience in business management, public service.

Proposed Revision, Addition, or Deletions to Draft Stipulations

List any revisions, deletions, or additions that the Respondent desires to make to the draft Contract terms and stipulations listed in **8.04 Appendix C** of this RFP. These proposed changes to the draft Contract terms and stipulations will be the subject of negotiations. The State will assume that, unless specifically identified by the Offeror in this section, the draft Contract terms and stipulations in this RFP are acceptable. The final negotiated terms must fall within the general scope of services outlined in this RFP.

6.04 Compensation Proposal

Offeror's must complete the Fee Proposal section of the Concession Contract Application Form (**Attachment 9.01**) in its entirety. The minimum guarantee to the State is 5 percent (5%) of gross receipts. Offerors may choose to offer additional guaranteed revenue to the State, but it is not required.

6.05 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in **Section 7**.

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.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives established in the request for proposals, in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

SECTION SEVEN

EVALUATION CRITERIA AND CONTRACTOR SELECTION

7.01

Evaluation Details

THE TOTAL NUMBER OF POINTS USED TO SCORE PROPOSALS IS 100

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

1. Proposed Operation and Services (25 points)

Information contained in the Offeror's Operations Plan (**Attachment 9.02**) will be used to evaluate this criteria.

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

2. Managerial Ability and Business Experience (20 points)

Information contained in the Offeror's Business Plan (**Attachment 9.03**), and in the required letters of reference (**6.03**) will be used to evaluate this criteria.

- How well do the Offeror's resume, references, and current or past performance in this kind of enterprise indicate sound business ability and a good client/community relationship?
- How well do the Offeror's resume and references prove that they have the ability to provide the required services?
- How well does the Offeror know the cultural history of the Big Delta area?
- If the Offeror has no directly relevant experience, what evidence is provided that the firm has the skills and resources to successfully perform?

3. Business Plan (15 points)

Information contained in the Offeror's Business Plan (**Attachment 9.03**) will be used to evaluate this criteria.

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

4. Financial Resources (10 points)

Information contained in the Offeror's Business Plan (**Attachment 9.03**) will be used to evaluate this criteria.

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

5. Fees Charged to the Public (10 points)

The information contained in the Offeror's Business Plan (**Attachment 9.03**) will be used to evaluate this criteria.

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

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

Information included in the Concession Contract Application (**Attachment 9.01**), Operations Plan, (**Attachment 9.02**), or Business Plan (**Attachment 9.03**) will be used to evaluate this criteria.

- What contract stipulations are proposed for revision or deletion, and what effect would the proposed change have?
- Are additional services offered beyond those specified in the RFP? How do they affect the overall operation and service requirements of this RFP?
- How well do the proposed contract stipulation changes enhance safety, convenience and efficiency of park users beyond that required in the RFP?
- Will the proposed changes affect the basic services requested in this RFP in a negative way?
- Are the proposed changes compatible with the purpose of the park -- to preserve and interpret the site, its buildings, and its structures as representative of important periods and themes in Alaska's history?

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

Information contained in the Offeror's Concession Contract Application (**Attachment 9.01**) will be used to evaluate this criteria.

7.02

Alaskan Offeror's Preference (10 points)

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

SECTION EIGHT

STANDARD CONTRACT FORM & APPENDICES

8.01 Standard Agreement Form for Professional Services

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	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

10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.	
ARTICLE 2. Performance of Contract:	
2.1 Appendix A ¹ (General Conditions), Items 1 through 17, govern contract performance.	
2.2 Appendix B sets forth the liability and insurance provisions of this contract.	
2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.	
ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.	
ARTICLE 4. Considerations:	
4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ _____ in accordance with the provisions of Appendix D.	
4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:	
11. Department of	Attention: Division of
Mailing Address	Attention:

12. CONTRACTOR	14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.
Name of Firm	
Signature of Authorized Representative	Date
Typed or Printed Name of Authorized Representative	
Title	
13. CONTRACTING AGENCY	Signature of Head of Contracting Agency or Designee Date
Department/Division	Date
Signature of Project Director	Typed or Printed Name
Typed or Printed Name of Project Director	
Title	
Title	

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

8.02 Appendix A

GENERAL CONDITIONS

Article 1. Definitions

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspection and Reports

- 2.1 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.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes

Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in a contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. 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 Project Director and the Agency Head.

- Article 7. No Additional Work or Material.**
No claim for additional 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 Project Director and approved by the Agency Head.
- Article 8. 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.
- Article 9. 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.
- Article 10. Ownership of Documents.**
All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.
- Article 11. Governing Law.**
This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.
- Article 12. Conflicting Provisions.**
Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.
- Article 13. Officials Not to Benefit.**
Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.
- Article 14. Covenant Against Contingent Fees.**
The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

8.03

Appendix B

INDEMNITY AND INSURANCE

Article 1. 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.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a notice of cancellation, nonrenewal, 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.

2.1 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.

2.2 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 occurrence.

2.3 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 occurrence.

8.04 Appendix C

DRAFT CONTRACT STIPULATIONS – SCOPE OF WORK/SERVICES

This section contains the draft stipulations that will be made part of the Concession Contract and should be carefully reviewed by potential Offerors prior to offering a proposal. A copy of the Standard Agreement Form is found in **Section 8**, and will serve as the cover document for the stipulations below. In addition, the General Provisions (**8.02 Appendix A**) and the Insurance Requirements (**8.03 Appendix B**) will be part of the final Contract. Proposals should identify any Contract terms and stipulations that are unacceptable and need revision or deletion. Any additional terms or stipulations should also be identified.

1. Contract Area

The area affected by this contract is the Restaurant Facility at Big Delta State Historical Park and its surrounding grounds, as depicted in **Attachments 9.06 and 9.07**.

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

2. Contractor Use of Premises

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

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

Visitor services must also be commensurate with the Division of Parks and Outdoor Recreation's mission to "provide outdoor recreation opportunities and conserve and interpret natural, cultural and historic resources for the use, enjoyment and welfare of the people." The lands, facilities and structures described in **5.01** and **9.06** are available for use by the Contractor for these authorized operations.

3. Services to be Provided

The contractor will provide food services. The food services shall be available to the public with emphasis upon times when the most visitors are in the historical park, at a minimum from May 15th through September 15th, from 8 a.m. to 6 p.m. daily. The Contractor may expand services at the Park to include longer hours of operation or more months of operation.

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

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

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

similar circumstances, and are within the cap established by Park regulation (i.e. in the case of reserved use of a facility).

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

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

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

The Contractor or his/her employees, agents, or clients may not interfere with free public use of State park lands, waters, or facilities in the area of Contract operations. This includes the use of the grounds and trails outside the Restaurant Facility for self-guided nature walks or the use of the vaulted latrine.

All Contractor operations at the facility must comply with the Secretary of the Interior's Standards for Treatment of Historic Properties in 36 CFR Part 68 (See **Attachment 9.09**).

4. Assignment

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

5. Contract Term

The initial term of this concession contract is five (5) years in length, and begins on approximately January 24, 2014, or the date it is signed by both parties, whichever is later, and expires on January 23, 2019.

6. Contract Renewal

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

7. Contract Funding

The Contractor shall pay to the State during the entire term of this contract for the right to exercise the privileges herein contained, a minimum consideration of 5 percent of monthly gross revenues. Any payments to the State shall be made on or before the 15th of each calendar month. The payment shall be based on gross revenues of the preceding calendar month. Payments to the State shall be made to the Project Director. Contract fee changes may be negotiated periodically throughout the life of this contract to ensure a fair return to the state.

8. Contract Payments

Contract payments, as indicated in the Proposal, must be received by the Project Director prior to the 15th

of each calendar month. Failure to submit the payment may result in termination of the contract, and the State will advertise for a new Contractor. Any late payments under this contract shall, in addition to allowing the State to declare a breach of contract obligations, accrue interest owed to the State at the maximum rate allowed under AS 45.45.010(a).

9. Maintenance and Examination of Books of Accounts

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

10. Audits

On or before March 15 of 2015 and every third year thereafter, Contractor shall submit to the State a certified audit of Contractor's gross receipts for the previous calendar year of operation. The State may, at its option, require the Contractor to submit a certified audit of gross receipts on an annual basis. The State may, at its expense, conduct, or cause to be conducted, an audit of full operations.

11. Annual Operations Plan and Budget

The Contractor shall prepare an annual operations plan and budget for State approval that includes operating procedures for providing food and merchandizing services for the coming year, expenses projected for its activities, improvements to be made, equipment purchases, projected marketing and promotion costs, salaries to be paid, and other operating costs. The annual operating plan and budget shall be submitted on or before March 15 for that calendar year. (See **9.03**, Business Plan, for forms that may be used to provide future expense projections.)

12. Hours of Operation

The food services will be available to the public, at a minimum, from May 15th through September 15th, from 8 a.m. to 6 p.m. daily. Any changes to this schedule must be approved in writing by the Project Director. The State encourages the Contractor to operate the facility at other times, as appropriate for the season and target audiences.

13. Staffing

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

Contractor duties

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

Employee Conduct

- The Contractor is responsible for the conduct of his or her employees. This contract does not

shield the Contractor or his or her employees from prosecution if they violate any laws, either while performing their duties or while on their own time.

- The Contractor's employees or agents shall not engage in activities that would lead a member of the public to believe they are State employees.
- The Contractor shall not allow its employees, agents, or guests to create a disturbance that could be disruptive to the public's use and enjoyment of the Park.
- The Contractor shall cooperate with other groups or organizations permitted to use the Park.
- The Contractor shall ensure that employees do not use or work under the influence of intoxicating beverages, illicit or mind altering drugs while on duty or representing the Contractor.

Uniforms

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

14. Customer Service

The mission of the Alaska Division of Parks and Outdoor Recreation is to provide outdoor recreation opportunities and conserve and interpret natural, cultural and historic resources for the use, enjoyment and welfare of the people. Contractors who operate within Alaska State Park units are expected to assist in achieving this mission. Customer or visitor service is central to the park operation. As such, the Contractor is expected to develop and implement methods for responding to visitor needs in a helpful, professional, prompt, and courteous manner, giving timely and friendly information and assistance, and doing those things necessary to ensure that visitors have a safe and enjoyable stay in the park.

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

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

15. Access for Persons with Disabilities

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

16. Sales and Prices

The Contractor may charge fees only to the extent that the State can charge fees under existing law and regulations. Fees listed below show the current fee structure and the maximum fees allowed under existing law. The Contractor must provide to the State for approval prior to contract issuance, the fee structure for these basic services for the 2014 season. Prior to March 15 of subsequent years, any changes to these basic fees must be submitted to the Project Director for prior approval. The State may set the maximum price charged for any services.

<u>Activity</u>	<u>Current Fee</u>	<u>Maximum Fee</u>
Reserved Exclusive Use	Not currently offered	\$1,000.00 per day

The Contractor may not charge for the following uses, whether used singly or in any combination:

- Drinking water (excluding bottled water)
- Toilets

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

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

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

17. Advertising, Signage

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

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

18. Historic Appearance

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

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

19. State Equipment Loaned to Contractor

The State owned equipment listed in **9.08** is loaned to the Contractor for use in activities conducted under this Contract. Contractor agrees to take reasonable care of this equipment and to replace equipment lost or damaged by actions of Contractor.

20. Equipment

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

21. Facility and Janitorial Maintenance Standards of the Restaurant (attachment 9.06)

The Contractor shall maintain all restaurant facilities as shown in **Attachment 9.06 and 9.07**, at its own expense. Maintenance shall include keeping the restaurant and immediate grounds in a clean and safe condition, free of trash and obstructions, and in compliance with all applicable safety and sanitary laws and regulations.

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

The Contractor agrees to meet all requirements of quality and standards of service prescribed by law or regulation, or which are necessary to protect the public health, safety, and welfare. All repairs and improvements will be done in a professional manner in accordance with the Secretary of Interiors Standards for the Treatment of Historic Properties in CFR 36 part 68 (see **Attachment 9.09**). Anything that appears to be a threat to public safety must be immediately secured to avoid safety risks to the public or visitors and repaired as soon as possible.

Water Systems

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

Sewage System

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

Heating System

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

Windows

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

Building Interior

The restaurant interior will be maintained in a clean and neat manner. Surfaces shall be dusted at least once per week. All floors shall be vacuumed or dust mopped at least 3 times per week and mopped as needed. Finger prints should be spot-cleaned daily with attention to areas such as door knobs and frames, switch plates, and walls in high traffic areas. Walls and curtains shall be cleaned once per year.

Interior Bathroom

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

Kitchen

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

Litter and Trash

All litter shall be picked up when found in the immediate vicinity of the restaurant. The Contractor shall provide and service regularly either garbage cans or dumpsters suitable to contain all the trash generated at the Restaurant Facility. All garbage must be disposed of at a DEC-approved facility. Garbage may not be burned or

disposed of on State Park lands or waters. The Contractor is encouraged to recycle when practical.

Picnic Tables

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

Painting

The Restaurant Facility must be painted every two years beginning in the first year of the permit, unless schedule is modified by mutual agreement with Project Manager. The Project Director will specify the paint and stain type and color standards.

22. Capital Improvements

When this contract requires the Contractor to construct improvements on State property, all such improvements shall conform to lands and specifications, and meet a construction schedule, approved by the State.

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

23. Ownership of Improvements

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

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

24. Safety

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

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

25. Accident Notification

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

26. Communication with Regulatory Agencies

The Contractor shall provide timely written advance notice to the Project Director of communications, including meetings, audits, inspections, hearings and other proceedings, between regulatory agencies and the Contractor related to compliance with applicable laws and regulations concerning operations of the Restaurant Facility. The Contractor shall also provide to the Project Director any written materials

prepared or received by the Contractor in advance of or subsequent to any such communications. The Contractor shall allow the Project Director to participate in any such communications. The Concessioner shall also provide timely notice to the Director following any unplanned communications between regulatory agencies and the Contractor.

27. Protection of Lands, Facilities, Resources

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

28. Commercial Property Insurance

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

29. Catastrophic Events

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

30. Archaeological-Paleontological Discoveries

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

31. Park Rules and Regulations

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

32. Site Security and Law Enforcement

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

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

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

The Contractor shall prohibit smoking in the Restaurant Facility.

33. Cooperation – Inspections and Other Access

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

correct the hazard itself at the Contractor's expense.

34. State Use of Premises

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

35. Use of Premises by other Commercial Operators

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

36. Other Permitted Uses

The State reserves the right to issue permits for other special activities within the Park, under the authority of 11 AAC 18.010. Except as provided below, the Contractor is not authorized to issue permits for activities addressed within this regulation except for the authorization of an organized or promoted assembly of more than 20 persons associated with a reserved use of the restaurant facility (for group assemblies, weddings receptions, banquets, etc.). Alaska State Parks will refer requests for these activities to the Contractor.

37. Cooperation with Other Groups or Concessionaires

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

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

38. Other Third Party Interests

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

39. Non-Profit Status

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

40. Reports

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

A Monthly Report (9.10) is due on or before the 15th of each calendar month, addressing the previous calendar month. The Monthly Report shall include;

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

An Annual Report (9.11) is due on or before January 31 of each year of the Contract period, addressing the previous calendar year. The Annual Report shall include;

- Number of people served
- Revenue collections appropriately categorized by: food sales, gift sales, reserved use fees, donations, grants, or other appropriate categories.
- An itemized accounting of the Contractor's costs
- List of services provided
- A short narrative report describing the season, management issues, suggestions for improvements, and other matters of interest.
- Maintenance issues and incidents.

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

41. Performance Bond or Assignment of Time Certificate of Deposit

The Contractor shall secure a performance bond in an amount of \$5,000. Bonds may take the form of corporate surety, U.S. Treasury bills, notes, bonds or other negotiable securities, cash deposits, irrevocable letters of credit, assignment of savings accounts, or assignment of certificates of deposit. (For example, see **9.12**) The bond shall be held by the State for the duration of the contract term, unless the Project Director determines that the need for the bond requirement no longer exists after one or more operating seasons. Upon completion of that review, the Project Director may reduce the amount of the bond or eliminate the need for the bond.

The performance bond may be used by the State, at its sole discretion, to protect the interests of the State in the event the Contractor fails to comply with contract terms or stipulations, fails to make necessary and appropriate repairs to State or other facilities, damages park resources, or fails to correct a condition which may cause damage to an adjoining landowner. A forfeiture bond is not required; the bond will only be used to cover actual costs associated with repairs and maintenance.

42. Modification/Amendment of Contract

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

43. Failure to Comply

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

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

44. Contract Revocation

If the Contractor remains in non-compliance with the terms of this permit after being served with a second "Notice of Non-Compliance" under **#43**, or the failure jeopardizes public safety or park resources or otherwise constitutes a significant breach, the Project Director may immediately revoke the contract. The

Contractor is not entitled to reimbursement for damages suffered in the event that the contract is revoked under this section.

45. Contract Termination when Contractor has not Breached Contract

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

46. Warranty

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

47. Definitions

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

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

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

"Gross revenues" means all monies, fees, property, services, or any other things of value that the Contractor receives, directly or indirectly, through operations under this contract. "Gross receipts" does not include any sales taxes imposed by any Alaskan governmental entity and which Contractor collects or contributions collected by the Contractor for the Delta Historical Society or the State. No other reductions are allowed in calculating "gross revenues."

"Park" means Big Delta State Historical Park

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

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

"State" means the State of Alaska.

The word "employee," with reference to the Contractor, includes officers, employees, volunteers and other agents of the Contractor working in the park or otherwise acting under the authority granted to the Contractor under this contract.

SECTION NINE ATTACHMENTS

9.01 APPLICATION

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

PLEASE PRINT

NAME OF FIRM: _____

ADDRESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

BUSINESS PHONE: _____ FAX: _____

24 HOUR CONTACT PHONE: _____

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

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

NOTE: Offerors must have a current business license on the date proposals are due and should submit acceptable evidence of a business license (See Section 2.12 of the RFP) with their proposal.

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

Yes No

Will any additional commercial activities be offered other than providing guided interpretive tours or charging for camping and use of dump station?

(circle) YES NO

Specify and elaborate: _____

The minimum contract fee is specified in **3.09** of this RFP, and the proposal should confirm that the Respondent is offering this minimum. The minimum contribution to reserve accounts is specified in **3.12** of this RFP. Proposals not offering the minimum contract fee or the minimum contribution to reserve accounts will be rejected as nonresponsive. Offerors must be willing to guarantee the payments to the State.

I am proposing:

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

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

If so, elaborate: _____

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

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

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and

- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

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

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

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

9.02 Annual Operations Plan and Requested Changes to Contract Stipulations

Offerors to this RFP are required to submit an annual operations plan for the 2014 season as a part of their proposal. This plan, the contract stipulations included in this RFP and other portions of the successful Offeror's proposal shall control the Contractor's activities allowed in the Park. It is understood that all of these items may be modified by negotiations between the State and successful Offeror (which will become the Contractor). Further, the plan and contract stipulations may be modified during the period of the contract by mutual agreement of the parties.

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

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

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

Sample Operating Plan Outline

A. Operating Season

B. Staffing and Management

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

C. General Operations

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

11. Garbage Management
12. Water system operation and testing
13. Waste management
14. Site Hazards
15. Signs and Posters
16. Advertising
17. Vandalism
18. Improvements
20. Other optional services

D. Summer season Operations

E. Winter Season Operations

F. Special Conditions

Personnel/Staffing

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

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

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

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

Financial Data

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

Capital Equipment List:

Capital equipment is defined as assets which have useful lives of more than one year. Examples include machines, equipment, vehicles, computers, etc. Describe the equipment, the quantity, whether the equipment is new or used (N/U), the expected useful life, and the cost.

Equipment	Quantity	N/U	Life	Cost
Total Cost of Capital Equipment				\$ _____

Start-up Expenses

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

Sources and Uses of Financing

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

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

Cash Flow Projection

The cash flow projection is the most important financial planning tool available to you. The cash flow projection attempts to budget the cash needs of a business and shows how cash will flow in and out of the business over a stated period of time. A cash flow deals only with actual cash transactions.

Depreciation, a non-cash expense, does not appear on a cash flow. Loan repayments (including interest), on the other hand, do, since they represent a cash disbursement.

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

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

1		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TOTAL
2	Cash Receipts													
3	Sales Receivables													
4	Food													
5	Merchandise													
6	Other Services													
7	Total Cash Receipts													
8	Cash Disbursements													
9	Cost of Goods													
10	Variable Labor													
11	Advertising													
12	Legal and Accounting													
13	Delivery Expenses													
14	Fixed Cash Disbursements*													
15	Term Loan													
16	Line of Credit													
17	Other													
18	Total Cash Disbursements													
19	Cumulative Cash Flow													
20	* Fixed Cash Disbursements:													
21	Utilities													
22	Salaries													
23	Payroll Taxes and Benefits													
24	Office Supplies													
25	Maintenance & Cleaning													
26	Licenses/Contract fees													
27	Boxes/paper, etc.													
28	Phones													
29	Miscellaneous													
30	Total FCD/Year													
31	FCD/Month													
32	Cash on Hand													
33	Opening Balance													
34	+ Cash Receipts													
35	- Cash Disbursements													
36	Total = New Balance													

Start-up Balance Sheet

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

**Start-up
Balance Sheet**

Assets

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

Footnotes:

Liabilities

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

Net Worth or Owner's/Organization's Equity

(Total assets minus total liabilities)		\$ _____
Total Liabilities and Net Worth		\$ _____

Footnotes:

Start-up Income Statement Projection:

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

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

Income Projection by Month – Year One

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TOTAL
1													
2													
3	Sales												
4	Food												
5	Merchandise												
6	Total Sales:												
7													
8	Cost of Materials												
9	Variable Labor												
10	Cost of Goods Sold												
11													
12	Gross Margin												
13	Operating Expenses												
14	Utilities												
15	Salaries												
16	Payroll Taxes & Benefits												
17	Advertising												
18	Office Supplies												
19	Insurance												
20	Maintenance & Cleaning												
21	Legal & Accounting												
22	Delivery expenses												
23	Licenses/Contract fees												
24	Boxes/paper, etc.												
25	Phone												
26	Depreciation												
27	Miscellaneous												
28	Total Operating Expenses:												
29													
30	Other Expenses												
31	Interest (Term Loan)												
32	Interest (Line of Credit)												
33	Total Other Expenses:												
34	Total Expenses:												
35													
36	Net Profit (loss) Pre-Tax												

Request for Verification

State of Alaska, Department of Natural Resources
 Division of Parks and Outdoor Recreation
REQUEST FOR VERIFICATION

Instructions: **Applicant**-Complete items 1 thru 5. Forward directly to bank or lending institution.
Lender-Please complete items 6 thru 15. Return directly to Alaska Division of Parks and Outdoor Recreation, 550 W. 7th, Suite 1380, Anchorage, AK 99501 ATTN: Jamie Walker

Part I – REQUEST

1. TO: Name and Address of Bank Lending Institutions	or other	2. FROM: (Name and Address of Applicant)
---	----------	--

3. STATEMENT OF APPLICANT

TYPE OF ACCOUNT	ACCOUNT NUMBER	CURRENT BALANCE
CHECKING ACCOUNT		
SAVINGS ACCOUNT		
OTHER		

I have applied for a concession contract with the State of Alaska, DNR, Division of Parks and Outdoor Recreation and state that my balance with the bank or lending institution named in item 1 are as shown in item 3. My signature below authorizes verification of the information. Your response is solely a matter of courtesy for which no responsibility is attached to your institution or any of your officers.

4. Signature of Applicant	5. Date / /
---------------------------	--------------------

PART II – VERIFICATION

6. Does the applicant have any outstanding loans? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete item 7	10. Is the account less than 2 months old? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete item 11
--	---

7. TYPES OF LOANS	MONTHLY PYMT.	PRESENT BALANCE	11.Date account was opened:
Secured			12.Payment Experience: <input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable If unfavorable, please explain in remarks
Unsecured			

8. Is applicant's statement in item 3 correct? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete item 9	12.Payment Experience: <input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable If unfavorable, please explain in remarks
--	---

9. CURRENT BALANCES	
CHECKING	SAVINGS

13. REMARKS:

THE INFORMATION ON THIS FORM IS CONFIDENTIAL. IT IS TO BE TRANSMITTED DIRECTLY, WITHOUT PASSING THROUGH THE HANDS OF THE APPLICANT OR ANY OTHER PARTY.

14. Signature of Bank or Lending Institution Officer	15. Date / /
--	---------------------

Supporting Documents

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

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

9.04

Preliminary Decision

PRELIMINARY DECISION

to offer a

CONCESSION CONTRACT FOR OPERATION OF FOOD SERVICES AT BIG DELTA STATE HISTORICAL PARK

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

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

Since 1987, the Restaurant Facility at Big Delta State Historical Park has been operated by Whitestone Farms, Inc. under Concession Contracts. This organization has managed the facility with about 32,000 visitors per year, primarily during the summer season. The facility is open May 15 through September 15 each year and by appointment only in the winter.

The Department of Natural Resources is responsible for meeting the requirements of AS 41.21.027 in considering a concession contract. Although it is impossible to delineate at this time all of the features of a concession contract, the division anticipates that the contract will provide for:

- a. An exclusive right to manage the Restaurant Facility at Big Delta State Historical Park, providing food services and optional merchandising services to the visiting public.
- b. A reasonable fee schedule to be set by contract, subject to Division review and approval.
- c. Adequate and effective safety precautions.
- d. Adequate accommodations for persons with disabilities.
- e. A five-year term, with option to renew at the pleasure of the Division for two additional ten-year terms.
- f. A prohibition from significant interference with ordinary and traditional use of Big Delta State Historical Park.
- g. Full compliance with all relevant state and local laws.

Identification of local concerns

Pursuant to AS 41.21.027(c)(1), the Department has conducted a preliminary inquiry to identify local concerns regarding the potential decision to enter into a concession contract for the operation of the Restaurant Facility at Big Delta State Historical Park. Public Notice was posted in Delta Junction at the Post Office, City Hall, Chamber of Commerce, IGA Grocery Store, and Interior Building Supplies on October 1, 2013. It was also provided through the Delta News Web on October 1, 2013, the Natural Resources Website on October 8, 2013, the Delta Wind Online and the Delta Wind Newspaper on October 10, 2013 and the Fairbanks News Miner on October 3, 2013.

The following discussion summarizes the concerns and comments expressed by the public and during public discussions with the Northern Area State Park Citizen's Advisory Board during their September 25th, 2013 meeting.

Preliminary Findings pursuant to AS 41.21.027(b)

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

This authorization will provide services that are not feasible or affordable for the state to provide directly. The present contractor has been operating a restaurant at the Park for over 25 years. Private management is essentially the only option for continued management and operations of this restaurant facility. The previous contractor has shown that providing high quality food services encourages visitation and enhances the public's understanding for and appreciation of Big Delta State Historical Park and its important cultural resources. I find that entering into a concession contract for operation of the restaurant facility at Big Delta State Historical Park is based upon and consistent with the expressed need and desire of the public. The majority of the public supports the continuation of a concession contract for these services.

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

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

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

Further, I find that any contract to be entered into will require payment to the State of a minimum of 5 percent of gross revenue for the concession. I find that such a share of revenues is a fair and equitable portion, given our experience with and review of the costs of doing business in the past. The Department will establish maximum charges assessable by the concessionaire, and will retain control over the level of fees and design and appearance of any park improvements or renovations that may occur.

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

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

I find, therefore, that it is appropriate for the Department of Natural Resources to issue a Request for Proposals to seek a qualified business to operate the Restaurant Facility at Big Delta State Historical Park, and to continue providing food services, through a concession contract. As previously noted, the commercial operations are consistent with the purposes for which Big Delta State Historical Park is managed, relevant state law, and with the desire of the public users of the area.

Dated in Anchorage, Alaska, this 15th day of October, 2013.

Ben Ellis
Director

Date

9.05 Final Decision

FINAL DECISION

to offer a

CONCESSION CONTRACT FOR OPERATION OF FOOD SERVICES AT BIG DELTA STATE HISTORICAL PARK

On October 15th, 2013, the Department of Natural Resources, Division of Parks and Outdoor Recreation issued a preliminary decision to enter into a concession contract to provide food services and optional gift services at Big Delta State Historical Park. Pursuant to AS 41.21.027, I hereby make the final determination to enter into concession contract for the above-referenced purposes.

Public Comment

Following the issuance of the preliminary decision, the Division received several comments from the public regarding the proposed concession. The comments that were received were supportive of the Division proceeding with the RFP. The Division was encouraged to solicit a business that focuses on quality visitor services similar to what has been provided during the past year.

Findings pursuant to AS 41.21.027(c)

1. Assessment of existing visitor use.

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

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

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

3. Services to be provided and terms of contract.

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

- 4. Authorization to manage and operate the Restaurant Facility at Big Delta State Historical Park is appropriate.

All comments received show support for the Restaurant Facility at Big Delta State Historical Park to be operated by a private business as this has proven to be successful during the past 26 years.

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

By a unanimous vote of the board members during the Sept. 25th, 2013 meeting, the board showed their clear support for the RFP process leading to a concession contract.

Final Decision

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

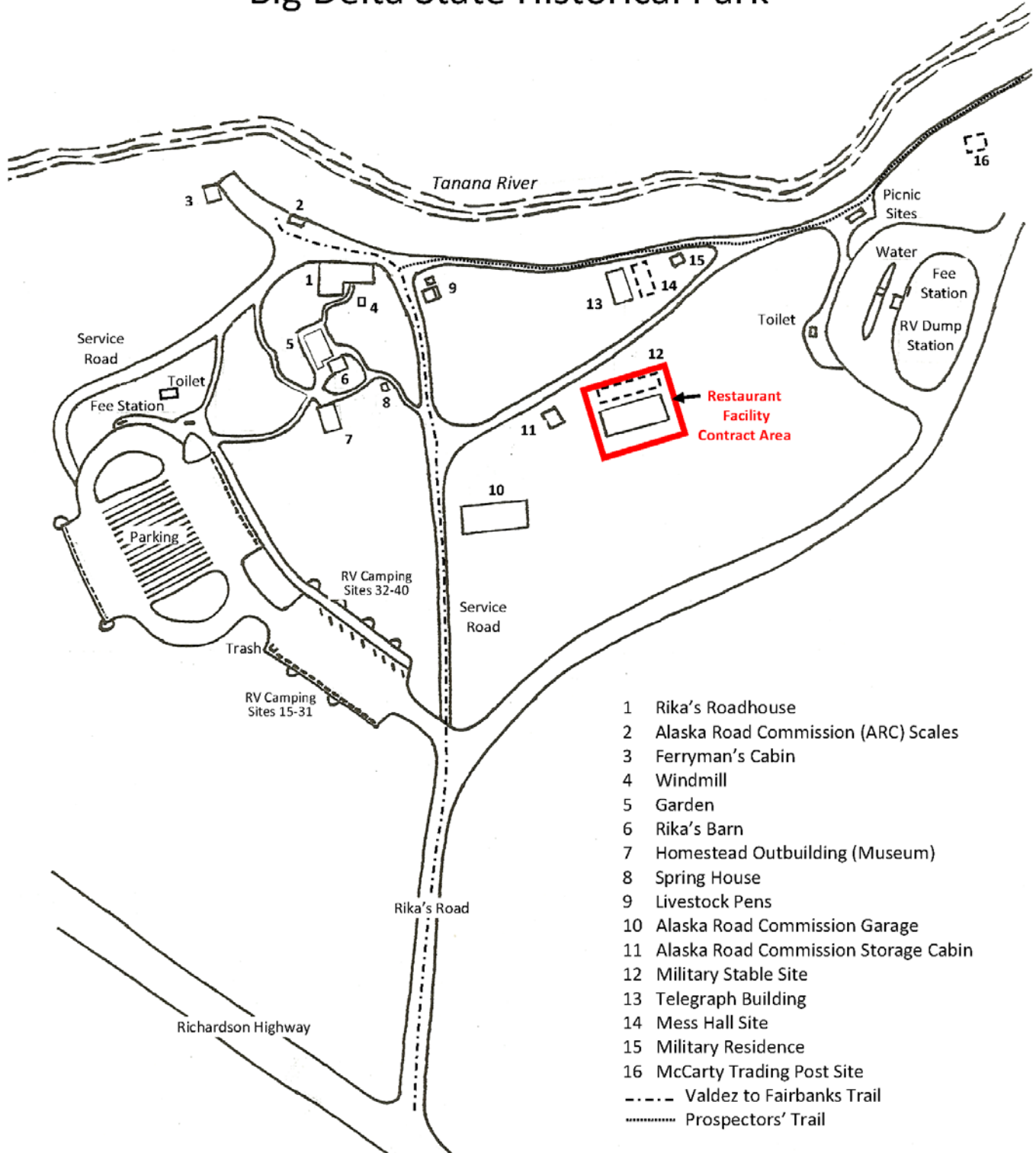
Ben Ellis
Director

Date

9.06

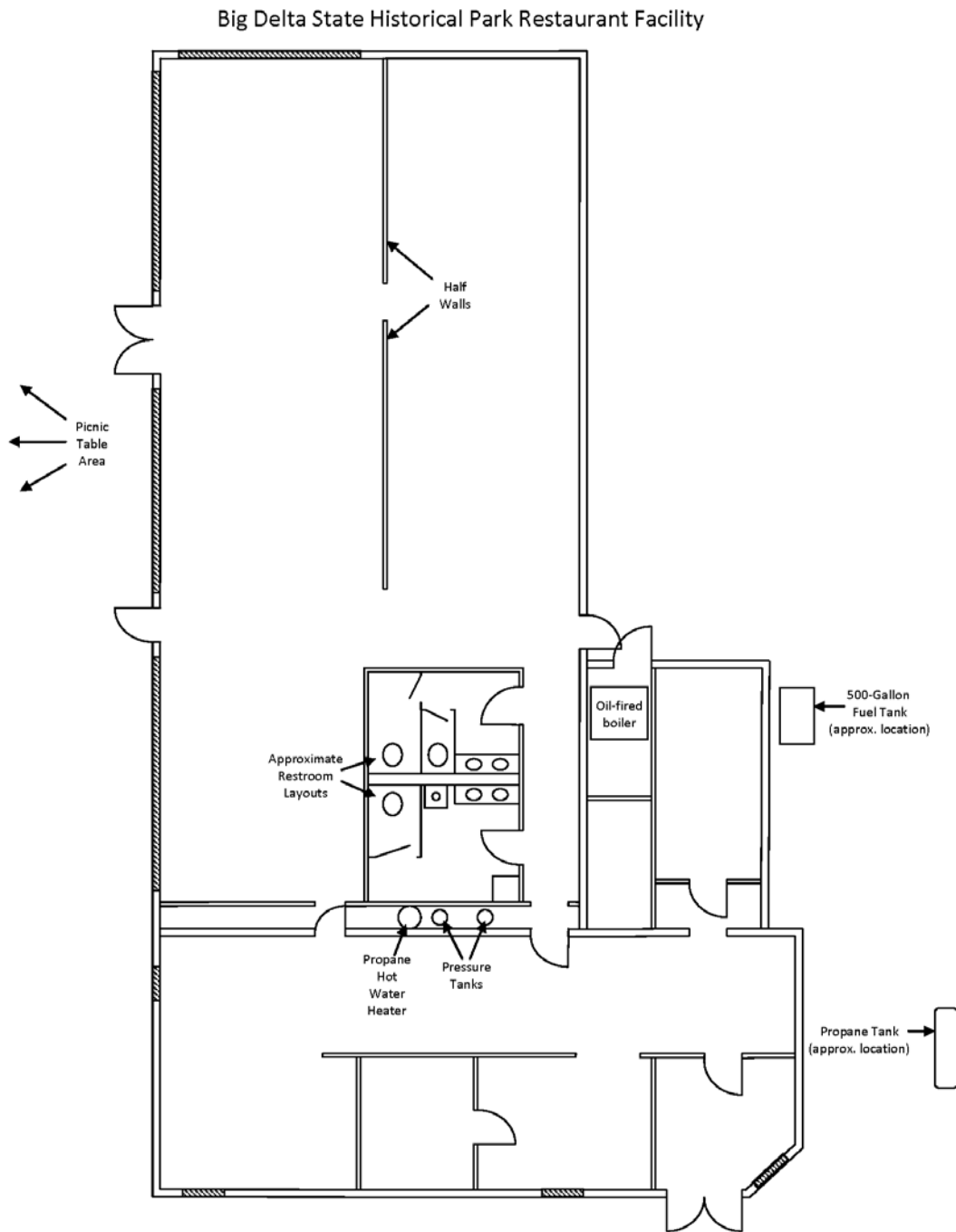
Contract Area – Site Map

Big Delta State Historical Park



- 1 Rika's Roadhouse
- 2 Alaska Road Commission (ARC) Scales
- 3 Ferryman's Cabin
- 4 Windmill
- 5 Garden
- 6 Rika's Barn
- 7 Homestead Outbuilding (Museum)
- 8 Spring House
- 9 Livestock Pens
- 10 Alaska Road Commission Garage
- 11 Alaska Road Commission Storage Cabin
- 12 Military Stable Site
- 13 Telegraph Building
- 14 Mess Hall Site
- 15 Military Residence
- 16 McCarty Trading Post Site
- Valdez to Fairbanks Trail
- Prospectors' Trail

9.07 Restaurant Facility Floor Plan



9.08

State-owned Equipment

Big Delta State Historical Park Restaurant Facility

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

Inventory list of State-owned equipment which may be provided as part of this contract, pending negotiations with the recent concessionaire

Equipment Description	Condition
16 Restaurant Tables	Good
60 Restaurant Chairs	Good
Various Serving Line Tables	Good
Triple Sink	Good
Grill/6-burner Stove	Fair (oven not working)
Refrigerator	Fair
Butcher Block Table	Fair

9.09

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

Standards for Preservation

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

Standards for Rehabilitation

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

Standards for Restoration

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

Standards for Reconstruction

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

9.10 Monthly Report

SAMPLE MONTHLY REPORT (Revise as necessary) Big Delta State Historical Park Restaurant Facility

Month/Year _____

Numbers of People Served _____

Total Revenue Collections

Food Services	Retail Sales	Rental of Facilities	Donations	Total

Successes/Challenges (Please give details below):

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

Incident Recap (Please give details below):

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

9.11 Annual Report

ANNUAL REPORT Form Big Delta State Historical Park Restaurant Facility

Year _____

Number of Customers Served _____

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

	Food Services	Retail Sales	Rental of Facilities	Donations	Total
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
Column Total					
<u>TOTAL REVENUE:</u>					

Total Costs

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

Food Services Provided (Please list specific types of food services sold)

Retail Sales (Please list specific types of merchandise sold)

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

Revenue Situations and Customer Profile (Please include observed changes in revenue and customer numbers and profiles)

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

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

9.12 Assignment of Time Certificate of Deposit



Contract No. 10-036-06

Assignment of Time Certificate of Deposit Agreement Between

_____ (Bank) and _____ (Purchaser)

Purchaser: _____ SSN / TAX ID # _____

Address: _____

AMOUNT: \$ _____

ACCOUNT # _____ TERM: 18 months (with automatic renewal)

Bank Mailing Address: _____

In order to fulfill the performance guarantee requirements of the Alaska Department of Natural Resources, Purchaser does hereby assign, transfer and set over all rights in the above referenced Time Certificate of Deposit (Certificate) to the State of Alaska, Department of Natural Resources, Division of Parks & Outdoor Recreation, 550 W. 7th. Ave., Suite 1380, Anchorage, AK 99501. Purchaser does hereby acknowledge the following conditions governing the assignment of the above referenced Certificate of Deposit:

All rights to the Certificate balance are hereby transferred and assigned to the State of Alaska, with the exception of interest, which will be paid to the Purchaser. Said interest payments shall be reported to the Internal Revenue Service under the Purchaser taxpayer identification number listed above. The undersigned does hereby irrevocably constitute and appoint the State of Alaska by and through its Commissioner of the Department of Natural Resources (DNR) or his designee, as its Attorney-in-Fact to do all things necessary and appropriate to effectuate the purposes of this assignment. It is agreed and understood that this assignment shall remain in full force and effect until released by the State of Alaska. Release shall be made at the discretion of the State of Alaska upon full compliance within all terms and conditions of Contract No. 10-14-019.

The Purchaser may not withdraw the above referenced funds until such time as the State of Alaska provides written documentation to the bank releasing said funds to the Purchaser. Until such release is received, all decisions regarding the disposition of funds will be made solely by the State of Alaska, DNR. Bank shall assume no liability or responsibility for honoring the State of Alaska's instructions for disposition of funds. Bank shall not notify the Purchaser nor be liable to inquire whether there has been notice given the Purchaser by other parties. Bank will have no responsibility for determining Purchasers performance or payment under the Contract No. 10-14-019.

Purchaser further agrees to:

- * Look solely to the State of Alaska in the event of a disagreement with the State or any party on the disposition of funds.
- * Reimburse Bank for attorney's fees, costs or other expenses which Bank may incur as a result of claim made against the account balance.

ACKNOWLEDGEMENT AND ACCEPTANCE BY BANK

Bank Official	Title	Date

By signature above, the Bank:

- Agrees that only the State of Alaska, upon presentation of written notice, shall cause the release of any and all funds described above;
- Hereby acknowledges the assignment and pledge of the aforesaid CD to the State and agrees to record the assignment upon the back of the CD and upon the books of the bank. Further, the Bank acknowledges and agrees that it shall hold the moneys represented by the CD as a custodian and agent for the State and shall be liable to the State for any and all losses to the principal amount of the aforesaid CD caused in any manner whatsoever during the term of this Agreement. The bank expressly agrees to waive any and all rights or obligations, including those under federal or state law, to deduct any penalty for withdrawal by the state prior to maturity from the principal amount of the CD. If such deduction would reduce the amount of collateral assigned and pledged to the state to an amount, which is insufficient to satisfy, in full, the bond obligation as provided in the attached collateral bond. The bank expressly assumes the responsibility to design the CD so that no such penalty can be assessed against the state's rights to the aforesaid CD;
- Hereby waives, for the duration of this Assignment, all rights of setoff or liens or any other claims which it now has or might, in the future, have against the aforesaid CD or the deposited moneys upon which the certificate was issued. Any conditions pertaining to said CD to the contrary are hereby expressly rescinded.

THIS IS TO CERTIFY that on this ____ day of _____, 201____ before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared known to me to be the BANK OFFICIAL described above and who acknowledged and accepted this Assignment of Certificate and acknowledged to me freely and voluntarily signing this document for the purposes stated.

Notary Public in and for the State of Alaska

My Commission expires: _____

ACKNOWLEDGEMENT AND ACCEPTANCE BY PURCHASER,
(All persons whose names appear on the Time Certificate account must sign below in front of a notary.)

Signature _____ Purchaser

Print name and address:

By signature above, the purchaser agrees that only the State of Alaska, upon presentation of written notice, shall cause the release of any and all funds described above.

THIS IS TO CERTIFY that on this _____ day of _____, 201____, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, as such, personally appeared _____, known to me to be the person who executed the foregoing instrument, and he/she acknowledged to me that he/she signed and executed the same freely and voluntarily for the uses and purposes therein stated.

Notary Public in and for the State of Alaska

My Commission expires: _____

9.13 Proposal Evaluation Form

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name _____

Name of Proposal Evaluation Committee (PEC) Member _____

Date of Review _____

RFP Number _____

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

7.01 Evaluation Details

1. Proposed Operation and Services (25 points)

Maximum Point Value for this Section - 25 Points

100 Points x 25 Percent = 25 Points

Information contained in the Offeror's Operations Plan (**Attachment 9.02**) will be used to evaluate this criterion.

(a) How well does the proposal adequately address the goods and/or services, quality, and costs to the public as requested in the RFP?

EVALUATOR'S NOTES _____

(b) How well does the proposal reflect an understanding of the enhancement and preservation of the cultural and historic resources?

EVALUATOR'S NOTES _____

(c) How well does the proposal reflect an understanding of the operational issues and questions that are likely to arise and include realistic means of dealing with those matters?

EVALUATOR'S NOTES _____

(d) How well does the proposal reflect an understanding of the resources and time that will be needed to provide the services requested in the RFP?

EVALUATOR'S NOTES _____

(e) How well does the proposed operational schedule meet all the requirements specified in the RFP?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR OPERATIONS & SERVICES _____

2. Managerial Ability and Business Experience (20 points)

Maximum Point Value for this Section - 20 Points

100 Points x 20 Percent = 20 Points

Information contained in the Offeror's Business Plan (**Attachment 9.03**), and in the required letters of reference (**6.03**) will be used to evaluate this criteria.

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

EVALUATOR'S NOTES _____

(b) How well do the Offeror's resume and references prove that they have the ability to provide the required services?

EVALUATOR'S NOTES _____

(c) How well does the Offeror know the cultural history of the Big Delta area?

EVALUATOR'S NOTES _____

(d) If the Offeror has no directly relevant experience, what evidence is provided that the firm has the skills and resources to successfully perform?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR MANAGERIAL ABILITY & EXPERIENCE _____

3. Business Plan (15 points)

Maximum Point Value for this Section - 15 Points
100 Points x 15 Percent = 15 Points

Information contained in the Offeror's Business Plan (**Attachment 9.03**) will be used to evaluate this criterion.

(a) How well does the proposal provide detailed plans, specifications, cost estimates, and a plan of operation that meets all requirements specified in the RFP, and falls within the scope of required services?

EVALUATOR'S NOTES _____

(b) How realistic is the Offeror's business plan for the conditions and visitation expected? Is the business plan complete?

EVALUATOR'S NOTES _____

(c) How well have all the reasonable costs for operating been considered in the business plan?

EVALUATOR'S NOTES _____

(d) How well has the Offeror calculated their projected revenue for the business?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR BUSINESS PLAN _____

4. Financial Resources (10 points)

Maximum Point Value for this Section - 10 Points
100 Points x 10 Percent = 10 Points

Information contained in the Offeror's Business Plan (**Attachment 9.03**) will be used to evaluate this criterion.

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

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR FINANCIAL RESOURCES _____

5. Fees Charged to the Public(10 points)

Maximum Point Value for this Section - 10 Points
100 Points x 10 Percent = 10 Points

The information contained in the Offeror’s Business Plan (**Attachment 9.03**) will be used to evaluate this criterion.

(a) Are the rates to be charged fair and consistent for services to be provided?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR FEES CHARGED TO THE PUBLIC _____

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

Maximum Point Value for this Section - 5 Points
100 Points x 5 Percent = 5 Points

Information included in the Concession Contract Application (**Attachment 9.01**), Operations Plan, (**Attachment 9.02**), or Business Plan (**Attachment 9.03**) will be used to evaluate this criteria.

(a) What contract stipulations are proposed for revision or deletion, and what effect would the proposed change have?

EVALUATOR'S NOTES _____

(b) Are additional services offered beyond those specified in the RFP? How do they affect the overall operation and service requirements of this RFP?

EVALUATOR'S NOTES _____

(c) How well do the proposed contract stipulation changes enhance safety, convenience and efficiency of park users beyond that required in the RFP?

EVALUATOR'S NOTES _____

(d) Will the proposed changes affect the basic services requested in this RFP in a negative way?

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR OPTIONAL ADDITIONAL SERVICES _____

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

Maximum Point Value for this Section - 5 Points
100 Points x 5 Percent = 5 Points

Information contained in the Offeror's Concession Contract Application (**Attachment 9.01**) will be used to evaluate this criterion.

Overall, five percent of the total evaluation points will be assigned to compensation. The compensation amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Compensation to Points

The highest compensation proposal will receive the maximum number of points allocated to compensation. The point allocations for compensation on the other proposals will be determined through the method set out in Section 2.15.

EVALUATOR'S POINT TOTAL FOR COMPENSATION _____

**7.02
Alaskan Offeror's Preference (10 percent)**

Alaskan Bidders receive a 10 Percent overall evaluation point preference.
Point Value for Alaskan Bidders in this Section -- 10 Points
100 Points x 10 Percent = 10 Points

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

EVALUATOR'S POINT TOTAL FOR OFFEROR'S PREFERENCE (either 0 or 10) _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS _____