



**STATE OF ALASKA
Department of Fish and Game
Division of Sport Fisheries
1255 West 8th Street
P.O. Box 115526
Juneau, Alaska 99811-5526**

**Request For Proposals
RFP 2010-1100-8989A
Date of Issue: January 22, 2010**

Title and Purpose of RFP:

The Alaska Department of Fish and Game is soliciting the services of an entity that, through an established fee schedule, can keep the Susitna Landing boat launch facility open and manned year-round to provide the following to the public: recreational boat launching/retrieving; sport angler bank access; parking; camping; and a recreational winter access point.

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.

**Tom Taylor
Procurement Officer
Department of Fish and Game**

TABLE OF CONTENTS

1.	SECTION ONE INTRODUCTION AND INSTRUCTIONS.....	4
1.01	RETURN MAILING ADDRESS, CONTACT PERSON, TELEPHONE, FAX NUMBERS AND DEADLINE FOR RECEIPT OF PROPOSALS.....	4
1.02	CONTRACT TERM AND WORK SCHEDULE.....	4
1.03	PURPOSE OF THE RFP	5
1.04	BUDGET.....	5
1.05	LOCATION OF WORK	5
1.06	ASSISTANCE TO OFFERORS WITH A DISABILITY	6
1.07	REQUIRED REVIEW.....	6
1.08	QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS.....	6
1.09	AMENDMENTS	6
1.10	ALTERNATE PROPOSALS.....	6
1.11	RIGHT OF REJECTION.....	6
1.12	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	7
1.13	DISCLOSURE OF PROPOSAL CONTENTS.....	7
1.14	SUBCONTRACTORS	7
1.15	JOINT VENTURES	7
1.16	OFFEROR'S CERTIFICATION	7
1.17	CONFLICT OF INTEREST	8
1.18	RIGHT TO INSPECT PLACE OF BUSINESS	8
1.19	SOLICITATION ADVERTISING	8
1.20	NEWS RELEASES	8
1.21	ASSIGNMENT	8
1.22	DISPUTES.....	9
1.23	SEVERABILITY	9
1.24	FEDERAL REQUIREMENTS	9
2.	SECTION TWO STANDARD PROPOSAL INFORMATION.....	10
2.01	AUTHORIZED SIGNATURE.....	10
2.02	PRE-PROPOSAL CONFERENCE	10
2.03	SITE INSPECTION	10
2.04	AMENDMENTS TO PROPOSALS	10
2.05	SUPPLEMENTAL TERMS AND CONDITIONS.....	10
2.06	CLARIFICATION OF OFFERS	10
2.07	DISCUSSIONS WITH OFFERORS	11
2.08	PRIOR EXPERIENCE.....	11
2.09	EVALUATION OF PROPOSALS	11
2.10	VENDOR TAX ID	11
2.11	F.O.B. POINT.....	11
2.12	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	12
2.13	APPLICATION OF PREFERENCES	12
2.14	5 PERCENT ALASKAN BIDDER PREFERENCE	13
2.15	FORMULA USED TO CONVERT COST TO POINTS	13
2.16	ALASKAN OFFEROR'S PREFERENCE	14
2.17	CONTRACT NEGOTIATION	15
2.18	FAILURE TO NEGOTIATE.....	15
2.19	NOTICE OF INTENT TO AWARD (NIA) — OFFEROR NOTIFICATION OF SELECTION	15
2.20	PROTEST	16
3.	SECTION THREE STANDARD CONTRACT INFORMATION.....	17

3.01	CONTRACT TYPE	17
3.02	CONTRACT APPROVAL	17
3.03	STANDARD CONTRACT PROVISIONS	17
3.04	PROPOSAL AS A PART OF THE CONTRACT	17
3.05	ADDITIONAL TERMS AND CONDITIONS	17
3.06	INSURANCE REQUIREMENTS.....	17
3.07	BID BOND - PERFORMANCE BOND - SURETY DEPOSIT.....	18
3.08	CONTRACT FUNDING	18
3.09	PROPOSED PAYMENT PROCEDURES	18
3.10	CONTRACT PAYMENT	18
3.11	INFORMAL DEBRIEFING	18
3.12	CONTRACT PERSONNEL	18
3.13	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES.....	18
3.14	TERMINATION FOR DEFAULT	19
3.15	LIQUIDATED DAMAGES	19
3.16	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	19
3.17	CONTRACT INVALIDATION	19
3.18	NONDISCLOSURE AND CONFIDENTIALITY	19
4.	SECTION FOUR BACKGROUND INFORMATION.....	21
4.01	FACILITY DESCRIPTION	21
5.	SECTION FIVE SCOPE OF WORK	28
5.01	SCOPE OF WORK.....	28
5.02	DELIVERABLES	32
6.	SECTION SIX PROPOSAL FORMAT AND CONTENT.....	33
6.01	PROPOSAL FORMAT AND CONTENT	33
6.02	INTRODUCTION	33
6.03	UNDERSTANDING OF THE PROJECT	33
6.04	MANAGEMENT PLAN FOR THE PROJECT	33
6.05	EXPERIENCE AND QUALIFICATIONS.....	33
6.06	COST PROPOSAL	34
6.07	EVALUATION CRITERIA	34
7.	SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION	35
7.01	UNDERSTANDING OF THE PROJECT (15 PERCENT)	35
7.02	MANAGEMENT PLAN FOR THE PROJECT (25 PERCENT).....	35
7.03	EXPERIENCE AND QUALIFICATIONS (10 PERCENT)	36
7.04	CONTRACT COST (40 PERCENT)	36
7.05	ALASKAN OFFEROR'S PREFERENCE (10 PERCENT)	36
8.	SECTION EIGHT ATTACHMENTS.....	37
8.01	ATTACHMENTS	37
9.	GENERAL PROVISIONS	40

SECTION ONE

INTRODUCTION AND INSTRUCTIONS

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

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

Department of ***Fish and Game***
Division of ***Administrative Services***
Attention: ***Tom Taylor***
Request for Proposal (RFP) Number: ***2010-1100-8989A***
Project name: ***Susitna Landing Boat Launch Operator***
P.O. Box 115526
1255 West 8th street
Juneau, Alaska 99811-5526

Proposals must be received no later than 1:30 P.M., Alaska Time on **February 22, 2010**. Fax proposals are not acceptable. Oral proposals are not acceptable. Electronic 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: ***Tom Taylor*** – PHONE **907-465-6177** - FAX **907-465-6181** - TDD **907-465-3646**

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 accordingly.

The length of the original period of the contract will be from the date of award, approximately **March 19, 2010** through **March 31, 2011** with ten one-year renewals options.

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

The approximate contract schedule is as follows:

- Issue ***RFP January 22, 2010*** (Minimum 30-days circulation period between issue and opening date also requires posting on the State of Alaska Online Public notice web site.),

- Open **RFP February 22, 2010**,
- Proposal Evaluation Committee complete evaluation by **March 9, 2010**,
- State of Alaska issues Notice of Intent to Award a Contract **March 9, 2010**,

(Minimum period between issuing Notice of Intent and issuing contract is 10 days - to allow time for protests.)

- State of Alaska issues contract **March 19, 2010**,
- Contract start **March 19, 2010**,
- First contractor work period March 19, **2010** to October **31, 2011**

1.03 Purpose of the RFP

The Alaska Department of Fish and Game is soliciting the services of an entity that, through an established fee schedule, can keep the Susitna Landing boat launch facility open and manned year-round to provide the following to the public: recreational boat launching/retrieving; sport angler bank access; parking; camping; and a winter recreational access point.

1.04 Budget

Department of **Fish and Game**, Division of **Sport Fish**, estimates a budget of not to exceed **\$5,000.00** dollars per year for actual disbursement to the Contractor. The Contractor's primary compensation shall be from revenues collected at the facility. Proposals priced at more than **\$5,000.00** per year will be considered non-responsive.

1.05 Location of Work

The location(s) the work is to be performed, completed and managed at **Susitna Landing**.

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;
- 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; or
- if the offeror is 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, a certified copy of the offeror's policy against human trafficking must be submitted to the State of Alaska prior to contract award.

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 (a) and/or either (b) or (c) of this requirement will cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

1.06 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.

1.07 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.

1.08 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.

1.09 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.

1.10 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.

1.11 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.

1.12 State Not Responsible for Preparation Costs

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

1.13 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.

1.14 Subcontractors

Subcontractors will not be allowed.

1.15 Joint Ventures

Joint ventures will not be allowed.

1.16 Offeror's Certification

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

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;

- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (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 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.

1.17 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner, Department of Fish and Game, 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.

1.18 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.

1.19 Solicitation Advertising

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

1.20 News Releases

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

1.21 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.

1.22 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.

1.23 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.

1.24 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 90-days from the opening date.

2.02 Pre-proposal Conference

There will be no Pre-Proposal Conference.

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 PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

2.08 Prior Experience

No specific minimums have been set for this RFP.

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 SEVEN 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 F.O.B. Point

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

2.12 Alaska Business License and Other Required Licenses

At the time the proposals are opened, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Proposals must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. 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. Offerors must submit evidence of a valid Alaska business license with the proposal. An offeror's failure to submit this evidence with the proposal will cause their proposal to be determined non-responsive. 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 NAICS 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.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one

2.13 Application of Preferences

Certain preferences apply to all contracts for professional 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.state.ak.us/local/akpages/ADMIN/dgs/policy.htm>

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)

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.

2.14 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.

2.15 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260

The distribution of points based on cost will be determined as set out in 2 AAC 12.260 (d). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

[STEP 1]

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

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

[STEP 2]

Convert cost to points using this formula.

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

The RFP allotted 40% (40 points) of the total of 100 points for cost.

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.43 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$42,750 & = & 37.43 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

Offeror #3 receives 33.68 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$47,500 & = & 33.68 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

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

$$\begin{array}{ccccccc} 100 & \times & 10\% & = & 10 \\ \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\ \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\ & & & & \text{Under the Preference} \end{array}$$

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

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

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

3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

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 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.

3.06 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 APPENDIX B1, 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 APPENDIX B1 must be set out in the offeror's proposal.

3.07 Bid Bond - Performance Bond - Surety Deposit

ADF&G requires no bonding.

3.08 Contract Funding

Primary funding for this contract shall be from revenues raised at the facility. The only direct disbursement from the State shall be the proposed annual amount.

3.09 Proposed Payment Procedures

The contractor shall receive an annual payment, However primary compensation shall be from revenues raised at the facility.

3.10 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Fish and Game or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

3.11 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.

3.12 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.

3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

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

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

3.14 Termination for Default

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

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

3.15 Liquidated Damages

The state will not include liquidated damages in this contract.

3.16 Contract Changes - Unanticipated Amendments

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

The contractor will not commence additional work until the 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 Fish and Game or the Commissioner's designee.

3.17 Contract Invalidation

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

3.18 Nondisclosure and Confidentiality

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential

information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

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

SECTION FOUR BACKGROUND INFORMATION

4.01 Facility Description

The Susitna Landing boat launch site was originally constructed in the 1970's. During the mid-1980's, Alaska Department of Fish and Game (ADF&G) learned that the site and surrounding property was for sale. Potential private buyers had proposed closing the access site to the general public. Project F-13-L-1 provided the funding necessary for purchase of the site to insure continued public access. Susitna Landing is located near the confluence of the Kashwitna and Susitna Rivers at approximate river mile 61 of the Susitna River. The Landing provides access to a multitude of tributaries in the Susitna River drainage. There are a wide variety of sport angling opportunities available to those launching out of the facility including fishing for king, silver, red, chum, and pink salmon as well as Dolly Varden, rainbow trout, Arctic grayling and northern pike.

The original project objective was to purchase 59 acres of land at the confluence of the Kashwitna and Susitna Rivers to be used primarily for access onto the Susitna River by sport anglers. The site would provide seasonal boat launching, parking, and camping. ADF&G finalized purchase of the property in the fall of 1986; the Susitna Landing Boat Launch is an ADF&G-owned facility. A state contracted private Contractor provides day-to-day operation and maintenance of the site. Throughout the past several years there has been encouragement from sport anglers utilizing the Susitna Landing to develop a winter schedule. Subsequently a schedule was implemented to fulfill this need making available parking and snow-machine launching for those sport anglers wanting to access Trapper, Neil and Parker Lakes and beyond via the Susitna River from Susitna Landing during the winter months.

Over the years, Alaska Department of Fish and Game, Division of Sport Fish has made numerous improvements to the site that includes buildings, Americans with Disabilities Act (ADA) improvements including accessible showers and sanitation services, parking, hardening of the boat launch ramp and a boarding dock. The facility now provides a double lane boat launch ramp, a mooring basin, RV and tent camping, fish cleaning tables, small convenience store and accessible trails, boat trailer and vehicle parking. Presently, there are three camping loops at Susitna Landing, loops A, B and C. Camping loop A has a total of 31 camping sites (3 with electrical hook-ups), camping loop B has 14 camping sites (14-with electrical hook-ups) and camping loop C has 12 camping sites (with no electrical hook-ups).

Utilities include telephone, electricity, on site well and waste disposal (septic tank/lift station and drain field new in 2007), propane fueled hot water heater, clothes washer and dryer, and cook stove and fuel oil heaters in Contractor's dwelling, outbuilding, and office/convenience store.

4.02 Use Patterns

The facility receives approximately 25,360 visitors during the summer season per year based on the past 5-year average, and 955 visitors during the winter season per year based on a 3-year average. The Facility is open year round, with seasonal adjustments of days and hours as appropriate. The potential for increased facility use exists as a result of recent site improvements as detailed on page 27 (project F-13-D-110).

Use information is contained in the following tables:

SUMMER SITE USE INFORMATION 2004-2008

NUMBER OF VEHICLES PARKED DAY USE ^a

MONTH	2004	2005	2006	2007^b	2008
May	91	47	58	28	70
June	236	157	169	146	340
July	87	52	170	107	105
August	52	72	68	97	263
September	73	75	73	46	47
October	<u>1</u>	<u>2</u>	<u>0</u>	<u>4</u>	<u>0</u>
TOTAL	540	405	538	428	825

a The above totals are for day use only and do not include Season Pass Holders

b Major construction periods in May and June caused a decrease in usage.

NUMBER OF VEHICLES PARKED SEASON PASS HOLDERS

MONTH	2004	2005	2006	2007	2008
May	152	77	52	51	52
June	181	94	146	154	131
July	109	118	127	67	114
August	128	148	92	98	204
September	121	91	41	31	41
October	<u>18</u>	<u>7</u>	<u>6</u>	<u>9</u>	<u>3</u>
TOTAL	709	535	464	410	545

NUMBER OF VEHICLES PARKED CHARTER PASS HOLDERS

MONTH	2004	2005	2006	2007	2008
May	94	28	17	15	14
June	216	66	55	42	26
July	69	41	47	15	13
August	87	49	41	33	13
September	42	27	9	9	15
October	<u>4</u>	<u>2</u>	<u>1</u>	<u>2</u>	<u>0</u>
TOTAL	512	213	170	116	81
PARKING GRAND TOTAL	1,761	1,153	1,172	954	1,451

NUMBER OF BOATS LAUNCHED DAY USE ^a

MONTH	2004	2005	2006	2007^b	2008
May	40	17	24	12	22
June	102	71	66	59	89
July	39	52	51	44	48
August	48	42	26	42	101
September	25	31	27	24	18
October	<u>1</u>	<u>2</u>	<u>0</u>	<u>1</u>	<u>0</u>
TOTAL	255	215	194	182	278

a The above totals are for day use only and do not include Season Pass Holders or Commercial Charters Passes

b Major construction periods in May and June caused a decrease in usage.

NUMBER OF BOATS LAUNCHED SEASON PASS HOLDERS

<u>MONTH</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
May	118	56	33	26	27
June	218	153	135	144	161
July	133	162	138	77	90
August	131	152	77	121	178
September	44	25	13	24	20
October	<u>2</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>
TOTAL	646	548	399	392	476

NUMBER OF BOATS LAUNCHED CHARTER PASS HOLDERS

<u>MONTH</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
May	53	56	23	4	7
June	96	76	96	55	45
July	69	57	97	34	25
August	64	61	46	43	34
September	10	24	2	7	9
October	<u>0</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL	292	278	264	143	120
LAUNCHES GRAND TOTAL	1,193	1,041	857	717	874

WINTER SITE USE INFORMATION 2005-2007

NUMBER OF VEHICLES PARKED DAY USE ^a

<u>MONTH</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
November	0	0	0
December	0	39	9
January	13	33	85
February	81	80	66
March	67	166	149
April	<u>0</u>	<u>22</u>	<u>16</u>
TOTAL	161	340	325

^a The above totals are for day use only and do not include Season Pass Holders

NUMBER OF VEHICLES PARKED SEASON PASS HOLDERS

<u>MONTH</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
November	0	15	0
December	0	51	58
January	33	169	158
February	226	282	194
March	112	237	243
April	<u>0</u>	<u>104</u>	<u>76</u>
TOTAL	371	858	729

NUMBER OF SNOW-MACHINES LAUNCHED DAY USE

<u>MONTH</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
November	0	0	0
December	0	31	7
January	17	45	126
February	110	109	104
March	62	188	155
April	<u>0</u>	<u>31</u>	<u>17</u>
TOTAL	189	404	409

a The above totals are for day use only and does not include Season Pass Holders

NUMBER OF SNOW - MACHINES LAUNCHED SEASON PASS HOLDERS

<u>MONTH</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
November	0	2	0
December	0	33	30
January	21	87	111
February	212	205	153
March	102	198	198
April	<u>0</u>	<u>46</u>	<u>40</u>
TOTAL	335	571	532

Facility Income and Expense Averages

Approximate income (from revenue receipts collected), and operation and maintenance (O&M) expenses for the last five years of facility operations are provided below. Operation and maintenance expenses include, but are not limited to: portable toilet renting and pumping, vault toilet pumping, operating supplies, trash collection, utility costs, employee wages, boat and mooring basin dredging, equipment rental, road grading and repair, insurance costs, general grounds keeping (e.g. painting, grass water and mowing), small repairs, and snow removal.

SUMMER SEASON 5-YEAR INCOME DATA 2004-2008^a

<u>YEAR</u>	<u>AMOUNT</u>
2004	\$34,896.00
2005	\$29,312.00
2006	\$26,352.00 ^b
2007	\$20,400.00 ^c
2008	<u>\$30,788.00</u>
5-YEAR AVERAGE	\$28,349.60

^a Based on last concessionaire reporting for revenue receipts collected.

^b Flood year closed August and September

^c Construction project-not fully operational May, June and July

SUMMER SEASON 5-YEAR EXPENSE DATA 2004-2008^a

<u>YEAR</u>	<u>AMOUNT</u>
2004	\$17,490.57
2005	\$10,107.55
2006	\$12,742.91
2007	\$11,697.24
2008	\$14,062.26
5-YEAR AVERAGE	\$13,220.11

^a Based on last concessionaire reporting

^b Flood year closed August and September

^c Construction project-not fully operational May, June and July

WINTER SEASON 3-YEAR INCOME DATA 2005-2007^a

<u>YEAR</u>	<u>AMOUNT</u>
2005	\$5,916.00
2006	\$6,678.00
2007	\$6,743.00
3-YEAR AVERAGE	\$6,445.67

^a Based on last concessionaire reporting

WINTER SEASON 3-YEAR EXPENSE DATA 2005-2007^a

<u>YEAR</u>	<u>AMOUNT</u>
2005	\$5,413.20
2006	\$5,372.85
2007	\$4,929.02
3-YEAR AVERAGE	\$5,238.36

Facility Operational Cost to the State of Alaska

Operational costs covered by the State of Alaska may include major repair or replacement of facility amenities, for example septic lift station work (old septic has since been replaced), additional dredging, signage, fencing, picnic tables & fire rings, road improvement materials, plumbing and electrical repairs.

OPERATIONAL COSTS 2004-2008

<u>YEAR</u>	<u>AMOUNT</u>
2004	\$4,957.01
2005	\$12,212.38
2006	\$43,292.15 ^a
2007	\$10,503.26
2008	\$7,780.16

^a Flood damage year requiring significant additional, equipment rental, site clean-up and dredging costs.

4.03 Facility Management Issues

The facility receives its most significant visitor use during summer months, with less use observed during the fall, winter, and spring months. The main management responsibilities at the site include: security, facility maintenance, maintaining intended purpose of site, parking, and refuse management and removal.

Security:

The remoteness of the site and the quality and extent of the facilities require that the Contractor have an understanding of potential security issues. In order to insure proper security at the facility the Contractor must provide a detailed security plan that will be reviewed and approved by ADF&G. At a very minimum it will include how day to day security precautions will be implemented and how emergencies, natural disasters, and environmental threats will be addressed to protect the safety of the facility, staff and visitors.

In addition to having a security plan, a good working relationship between the Contractor and the Alaska State Troopers (AST) and Alaska Wildlife Troopers (AWT) law enforcement staff is essential to keep problems to a minimum and receive prompt assistance if issues do arise. It is expected that the Contractor will contact and coordinate with these agencies.

Facility Maintenance:

The Contractor will be expected to maintain the entire facility including the on-site residence in a clean and orderly fashion and will not exceed the residences or facilities maximum capacity for individuals, pets and storage as established by ADF&G.

Grass grooming, snow plowing and removal, walkway clearing and sanding, refuse removal, cleaning, and general maintenance of the facility will be required. The Contractor will provide the equipment necessary to maintain the facility in addition to demonstrating the ability to use and maintain the equipment. All walkways will be maintained and regularly sanded during the winter season to insure public safety. All refuse removal will be the responsibility of the Contractor and specific requirements are described below under the refuse heading. Areas for on-site grass and snow deposit are available if necessary but must be pre-approved by ADF&G.

Maintaining Intended Purpose of Site:

Unless otherwise specified, the State of Alaska prohibits commercial activities by the Contractor that do not coincide with the intended use of the facility and that of its visitors. The intended use of the facility is to provide sport angler and recreational boating access to the Susitna River in addition to providing overnight camping for those users.

Prohibited activities include, but are not limited to, use by commercial operators (and/or the contractors private business ventures), which displace the recreational boating and sport angling public.

Parking:

The Contractor's and other vehicles belonging to on-site staff will be parked within the facility's boundaries and will not interfere with public access into the facility, the launch or camping sites. The Contractor will monitor visitor's parking to ensure that no access is obstructed.

Refuse:

Wildlife concerns at the facility include brown and black bears that are attracted to the area for the seasonal salmon runs or garbage that might be stored inappropriately at the facility. The Contractor will need to ensure that garbage and any food is properly stored so that no attractants to bears are available at the facility. The Contractor will provide dumpster(s) year-round in sufficient number and size to handle user refuse loads and provide an appropriate maintenance schedule to insure proper and timely waste disposal. In addition, portable latrine and dumpsters should be placed in the designated enclosures in camping loops A, B, and C as needed throughout the summer camping season.

4.04 Past Facility Improvements

- Susitna Landing Improvements (F-13-D-23) - This project had several objectives that were accomplished during the years 1992–1994. Americans with Disability Act (ADA) compliant accessible ramps were constructed into the concession store and residence buildings; commercial grade electric power and telephone service were installed; and, larger signs identifying the site were posted on the Parks Highway.
- Susitna Landing Building Replacement (F-13-D-39) - This project replaced the old dilapidated on-site concession building with a new mobile building. New electrical, telephone, water, and sewer lines were installed and an ADA accessible deck. Five RV electrical hook-ups were also installed and a covered day-use picnic area was constructed. All aspects of the project were complete by 1997.
- Susitna Landing Housing Replacement (F-13-D-48) - The objective of this project was to replace the existing Contractor residence with a new, lower maintenance modular building and upgrade the water well system. The well system was upgraded and the building and utilities were installed in 1998. A deck was constructed on the new house that linked it to the ADA accessible office/concession building.
- Susitna Landing ADA Facility Upgrade (F-13-D-74) - This project provided a new hardened boat launch ramp consisting of articulated concrete matting to cover and replace the old gravel ramp and supplied various ADA accessible improvements. The accessible improvements included hardened campsites and parking spaces, a floating boat loading dock, and an asphalt trail system that connects the essential amenities of the facility. The project was completed in 2001.
- Susitna Landing Facility Upgrade (F-13-D-110) - This project provided facility improvements/renovations which included riverbank restoration/stabilization in the form of riprap, cobbles, bank access stairways, and vegetation; completion of three camping loops and new electrical RV hook-ups within two of the loops; road improvements and overflow parking; a concrete vaulted toilet, and coin-operated showers with on demand propane water heaters; picnic tables, fire rings, landscaping, fencing, manual and electric gates, security system and a new septic system. All aspects of the project were complete by 2008.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

Goals of this Project

ADF&G's goal in issuing this RFP is to issue a contract to an entity that, through an established fee schedule, can keep the facility open and manned year-round and would provide the following to the public: recreational power boat launching; sport angler bank access; parking; camping; and a recreational winter access point. Note no commercial activity by the contracted Contractor or otherwise shall displace the intended purpose of the facility which is to provide public sport angler and recreational power boating access to the Susitna River in addition to providing overnight camping for those users.

Contract Area

The area affected by this contract includes the Susitna Landing Boat Launch Facility single family residence, office, storage shed and a 30' X 40' weather-port workshop. A concrete double lane boat launch, a boat mooring basin, a covered picnic area, 57-designated campsites within three camping loops and electrical RV hook-ups within two of the loops (17-electrical hook ups total), designated vehicle and boat trailer parking area, overflow parking, a two-hole concrete vaulted toilet, a shower building with coin operated showers with on demand propane water heaters, picnic tables, fire rings, fencing, manual and electric gates, security system and septic system.



Summary of Services to be Provided

All prospective bidders shall carefully review the following minimum requirements for the operation and maintenance of the Susitna Landing Boat Launch Facility. They are advised to review and address all management issues described in section 4.03.

The minimum services required shall be:

- Provide adequate personnel to accomplish the following: to operate the facility in a professional and courteous manner; to insure security of the premises; to maintain public health and safety standards; and to provide reasonable public access year round. (from May 1 through October 31 summer season and November 1 through April 30 winter season). A 24-hour, seven day per week, 365-days per year security presence shall be provided for the facility. The Contractor shall submit a detailed security plan as part of the bid requirements.
- Maintain and monitor orderly parking for all types of vehicles, including vehicles with boat trailers and motor homes. Both long and short term parking areas shall be designated and monitored.
- Maintain the entire facility including the on-site residence in a clean and orderly fashion and will not exceed the residences or facilities maximum capacity for individuals, pets and storage as established by ADF&G. The Contractor will provide the equipment necessary to maintain the facility.
- A supervisor or attendant shall be on duty during peak business hours (**5:00 AM through 12:00 PM summer season - 8:00 AM through 9:00 PM winter season**). The Contractor shall describe how they intend to address night and off-peak user needs.
- The Contractor may make improvements to the site but these are not required. Plans should be feasible and of overall benefit to the operation of the site. All improvements or additions to the project site become the property of the State of Alaska (SOA), ADF&G. The Contractor shall keep the improvements and the existing facility free and clear of liens and shall hold the SOA, ADF&G harmless from all cost, expenses, or liability resulting from any construction. The SOA, ADF&G will consider proposals for improvements or site development that will require departmental support or Contractor ownership and removal. Any improvements must be approved in writing by the department's Project Director prior to implementation.
- All cost of operation, routine maintenance, improvements, repairs and insurances, unless otherwise specified, will be the responsibility of the Contractor.
- The Contractor shall be subject to all appropriate federal, state and local laws, regulations, ordinances and codes in the operations, maintenance, repairs, improvement and modification of this facility.

The **maximum rates for the following services are established by the SOA** and shall not be exceeded during the life of the contract without written approval from the department's Project Director.

Summer Season Current Maximum Rates

- o Launch Fees (include take-out) _____ \$14.00 per boat
- o Day Parking _____ \$6.00 per vehicle
with or without boat trailer
- o Private Season Passes (boat launching and vehicle parking) _\$350.00 per
person/season @ 1
- o Commercial season passes _____ \$650.00 per
Company / @ 2
- o Camping fee (non-electric) _____ \$12.00 / vehicle / night
- o Camping fee (electric hook-up) _____ \$24.00 / vehicle
/ night
- o Commercial – Day (launch and parking) _____ \$40.00 / vehicle

Winter Season Current Maximum Rates

- o Launch Fees _____ \$2.00 per snow-machine
 - o Day Parking _____ \$8.00 per vehicle with or without snow-machine trailer
 - o Private Season Pass (snow-machine launching and vehicle parking) \$200.00 per person/season
- Contractor services or commercial activities that are additional to current facility operations will require submittal of a business plan to the Project Director. All contractor services or commercial activities will require written approval from the Project Director prior to implementation. However, the contract will specifically prohibit the sale of any type of alcoholic beverages, firearms and ammunition on the premises.
 - The primary function of this facility is a public access sport fishing and recreational boating site. Any other type of operation is secondary and may be operated only if it does not interfere with the primary intended use of the facility. Examples of acceptable secondary services: supply barges, fuel sales, locked storage of boats, firewood sales etc.
 - The Alaska Department of Fish and Game and Department of Public Safety, shall have reasonable use of the site without cost.
 - Advertising or promotional materials may not contain any representation that the Contractor's services are endorsed by the State of Alaska.
 - The Contractor is responsible for the day to day operational costs including utility bills, employee wages, operating supplies, road maintenance and boat basin dredging.
 - The State of Alaska is responsible for all local assessments for state improvements to the property. Nothing in the contract will transfer title, land jurisdiction, or ownership of buildings or structures from the State of Alaska to the Contractor.
 - In the event of an Act of God, the Alaska Department of Fish and Game shall assess the damage and elect to repair the site, contract with the Contractor to repair the site, or terminate the contract without fault.
 - Should the State of Alaska desire to improve the site, it will do so in such a manner as to not impact the intended purpose of the site, specifically recreational boat launching, sport angler bank access, parking and camping. Any interruptions should be noted by the Contractor. Compensation for lost revenue from the above stated activities will be determined by the State of Alaska.

- Should the contract be terminated due to an Act of God, the State of Alaska will not be responsible to the Contractor for any loss of income as a result of the occurrence.
- The Contractor shall maintain an acceptable method of accounting which, upon request, may be reviewed by a representative of the State of Alaska during normal business hours.
- The Contractor shall provide to the Project Director a monthly detailed report of usage, income and expenses including the various types of service fees charged (electronic copies of the aforementioned report forms will be supplied by the State of Alaska). These service fees include but are not limited to the following: the number of launches and day use parked vehicles; the number of people using the facility, non-electric and electric campers; and the number of seasonal and commercial pass holders for the month being reported.
- Any vendor costs, such as dumpster rental fees and service or portable toilet fees, shall be the responsibility of the Contractor.

Maintenance provided by the State of Alaska:

- Should the parking area and boat ramp be damaged through an "Act of God" (e.g. flooding) additional dredging (beyond normal seasonal) of the boat ramp basin and grading of the parking area will be conducted by ADF&G.

Maintenance provided by the Contractor:

The Contractor shall, beginning no later than April 15, prepare the site for the summer season, and no later than October 15, prepare the site for the winter season. Summer operations are conducted from May 1 through September 30 and winter operations are conducted from November 1 through April 30.

- **Seasonal** maintenance shall include but is not limited to:
 - o Maintain good sanitary conditions.
 - Vault latrines shall be cleaned, sanitized and restocked daily. Vaults shall be pumped out as needed or at least once per season.
 - Shower-units shall be cleaned, prepped, and serviceable for the summer season and winterized (water lines drained) prior to the winter season.
 - Maintain trash dumpster service on-site on a year round basis.
 - Police grounds for litter and empty trash receptacles as needed.
 - o Grading and repair of the entrance road and camping loop access roads as necessary.
 - o Annual dredging of the boat basin and launch basin if needed.¹
 - o The grounds shall be groomed (grass cut, downed trees removed etc) as needed.
 - o Provide routine maintenance and repair of structures, equipment, and grounds as needed or requested by the Project Director. This shall include but is not limited to: plumbing, electrical, and heating systems, repair and painting of interior and exterior walls of all buildings and structures; the covered picnic area; the vault latrine; the shower units; the bulletin boards; fencing and signs. Equipment and materials used by the Contractor to maintain the facility shall be in good shape

¹ The State of Alaska shall be responsible for obtaining any and all necessary permits required for dredging the launch. All permit stipulations will become part of the contract and must be strictly adhered to by the Contractor.

- and of recent manufacture. All costs of repairs will be the responsibility of the Contractor unless otherwise determined by the Project Director.
- o Security for the site (buildings, structures, and equipment) shall be provided by the Contractor. Note - in 2007 the State of Alaska installed an on-site video camera security system to help monitor the facility.
 - o Maintain the on-site residence and office/concession building in a clean and orderly fashion.

The Contractor shall be responsible for obtaining any necessary licenses for operations and routine maintenance, in addition to any type of licenses required for secondary services.

General Conditions

The State of Alaska, ADF&G may inspect, in the manner and at reasonable times it considers appropriate, all of the State of Alaska and Contractor facilities and activities under this contract. The Contractor shall make progress and other reports in the manner and at the times the ADF&G reasonably requires.

5.02 Deliverables

Monthly reports of expenses, income and public use are due no later than mid-month following the month being reported. An annual report summarizing each season's expenses, income and public use are due by November 1 (for the summer season) and May 1 (for the winter season) of each year.

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.

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 Understanding of the Project

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

6.04 Management Plan for the Project

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

6.05 Experience and Qualifications

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

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

- a. title,
- b. resume,
- c. itemize the total cost and the number of estimated hours for each individual named above.

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

6.06 Cost Proposal

The offeror shall provide an annual cost proposal (minimum of \$1.00) for operation of the facility. This amount is the direct payment from the State to the Contractor. The Contractor's primary compensation shall be from revenues collected at the facility. Proposals priced at more than **\$5,000.00** per year will be considered non-responsive. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

6.07 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 SEVEN.

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

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

7.01 Understanding of the Project (15 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

7.02 Management Plan for the Project (25 Percent)

Proposals will be evaluated against the questions set out below:

- [a] [How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- [c] How does the business plan address security at the facility?
- [d] [How well is accountability completely and clearly defined?
- [e] [Is the organization of the project team clear?
- [f] [How well does the management plan illustrate the lines of authority and communication?
- [g] [To what extent does the offeror already have the hardware, software, tools, and other equipment, and licenses necessary to perform the contract?
- [h] Does it appear that the offeror can meet the schedule set out in the RFP?
- [i] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [j] To what degree is the proposal practical and feasible?
- [k] To what extent has the offeror identified potential problems?

- [l] Does any proposed commercial activity coincide with the intended use of the facility and that of its visitors?
- [m] How does the management plan address night and off- peak hours?

7.03 Experience and Qualifications (10 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- [c] How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the firm:

- [d] How well has the firm demonstrated experience in completing similar projects on time and within budget?
- [e] If offeror has no directly relevant experience, what evidence is provided that the firm has the skills and resources to successfully perform?
- [f] How successful is the general history of the firm regarding timely and successful completion of projects?
- [g] Has the firm provided letters of reference from previous clients?

7.04 Contract Cost (40 Percent)

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. The offeror shall provide an annual cost proposal (minimum of \$1.00) for operation and maintenance costs which will not be covered by anticipated revenue receipts or other personal income. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

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

7.05 Alaskan Offeror's Preference (10 Percent)

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 ATTACHMENTS

8.01 Attachments

Attachments

1. Standard Agreement Form
2. Appendix A
3. Appendix B1
4. Alaskan Preference Affidavit

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number	2. ASPS 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 Sport Fish	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 Service: 2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the 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 Authority Number or 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 alterations 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 John White	

Typed or Printed Name of Project Director	Title Procurement Officer
Title	

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

02-093 (12/03/02)

BACK 02-093 (04/01/03)**APPENDIX A****GENERAL PROVISIONS****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 a 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 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.

- 3.1 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, 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 any 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 the 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.

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.

APPENDIX B¹

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 30-day prior notice of cancellation, nonrenewal or material change of conditions. 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.

ALASKA BIDDER PREFERENCE AFFIDAVIT
(AS 36.30.170)

In response to Request for Proposal number ASPS 2010-1100-8989A, I certify under penalty of perjury that

(Name)

qualifies for the Alaska Bidder Preference under the following conditions:

- (1) holds a current Alaska business license (**A COPY OF THE LICENSE OR ACCEPTABLE EVIDENCE MUST BE INCLUDED WITH YOUR PROPOSAL. SEE SECTION 2.09 FOR ACCEPTABLE EVIDENCE**);
- (2) submits a proposal for goods or services under the name on the Alaska business license;
- (3) has maintained a place of business within the state staffed by the proposer, or an employee of the proposer for a period of six months immediately preceding the date of the proposal;
- (4) is incorporated or qualified to do business under the laws of the State, is a sole proprietorship, and the proprietor is a resident of the State, is a limited liability company 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
- (5) if a joint venture, is composed entirely of entities that qualify under (1) to (4) of this section.

Authorized Signature

Alaska Business License Number

Printed Name

Date

Employer ID No. (EIN) or SSN

Telephone Number

Note: This "Alaska Bidder Preference Affidavit" and a copy of your current Alaska business license, or acceptable evidence, must accompany your proposal in order to ensure that the Alaska bidder preference is applied during the evaluation process.