



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

Request For Proposals
RFP Number 2007-11006725
Date of Issue: November 2, 2006

**Title and Purpose of RFP: Economic Significance of Alaska Sport Fishing
Regionally and Statewide**

The Department of Fish and Game, Division of Sport Fish, is soliciting proposals for technical economic research to provide an analysis of the economic contribution of sport fishing to the economy of Alaska statewide and within important fisheries management regions. Separate analyses will also be conducted for Cook Inlet and marine fisheries in Southeast Alaska. This study will document direct, indirect and induced effects of sport fishing activities on the state economy.

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. Additional distribution of this RFP is prohibited.

Tom Taylor
Procurement Officer
Department of Fish and Game
Phone 907-465-6177 – Fax 907-465-6078 – TDD 800-478-3648 – E-Mail Tom_Taylor@fishgame.state.ak.us

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01

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

Offerors must submit four (4) copies of their proposal, in writing using the attached project proposal form, 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
Project name: Economic Significance of Alaska Sport Fishing Regionally and Statewide
P.O. Box 115526
1255 W. 8th Street
Juneau, Alaska 99811-5526

Proposals must be received no later than 1:30 P.M., Alaska Standard Time on **December 5, 2006**. 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 907-465-6078 - TDD 800-478-3648

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 contract will be from the date of award, approximately January 31, 2007 through December 30, 2008

The approximate contract schedule is as follows:

- Issue November 2, 2006
- Open proposals December 5, 2006
- Proposal Evaluation Committee complete evaluation by December 18, 2006
- State of Alaska issues Notice of Intent to Award a Contract December 21, 2006
- State of Alaska issues contract January 31, 2007
- Contract start January 31, 2007
- Task 1 Finalize mutually agreeable study plan by March 30, 2007.

- Task 2 Complete initial report by September 2008.
- Task 3 Final report completed by December 2008. Must include cleaned and edited survey datasets.

1.03

Purpose of the RFP

The Department of Fish and Game, Division of Sport Fish, is soliciting proposals for technical economic research to provide an analysis of the economic activity related to sport fishing in Alaska, and the contribution of sport fishing-related activities to the statewide economy and to the economies within each of three geographic regions of the state. Analysis will also be conducted for two important sub-regions: Cook Inlet and marine fisheries in Southeast Alaska. This study will document direct, indirect and induced effects on the state economy and each of the specified sub-state economies.

1.04

Budget

Department of Fish and Game, Division of Sport Fish estimates a maximum budget of \$415,500.00 dollars for completion of this project. Proposals priced at more than \$415,500 will be considered non-responsive.

1.05

Location of Work

The location(s) the work is to be performed is within the United States. Occasional travel to Juneau or Anchorage, Alaska to meet with the project team may be required.

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. Failure to comply with this requirement may 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. 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 may be used to perform work under this contract. If a proposer intends to use subcontractors the proposer must identify in their proposal the names of the subcontractors and the portions of the work the subcontractors will perform as follows:

- [a] complete name of the subcontractor,
- [b] complete address of the subcontractor,
- [c] type of work the subcontractor will be performing,
- [d] percentage of work the subcontractor will be providing.
- [e] evidence of an Alaska business license.

The substitution of one subcontractor for another may be made only at the discretion of the project director and with prior written approval from the project director. Proposals must include evidence that all subcontractors meet the minimum qualifications outlined in Section 2.06.

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:

- (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 university or any individuals working on the contract has a possible conflict of interest (e.g., employed by the State of Alaska) and, if so, the nature of that conflict. The Commissioner, Department of 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 (firm/individual or University) 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 ninety (90) days from the opening date.

2.02

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.

2.03

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.

2.04

Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee 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.

2.05

Discussions with Offerors

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal.

Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the 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.

2.06

Prior Experience/Minimum Qualifications

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

- 1) The offeror must have successfully completed at least one research project that is similar in scope and detail described in this RFP for other government or non-governmental agencies. Offerors must provide copies of reports or at least executive summaries of results along with detailed descriptions of the methods used (e.g., the methods chapter of reports if the reports themselves are proprietary).
- 2) Alternative: The principal investigator has published at least one paper in a scholarly peer-reviewed economic journal concerning regional economic models to assess economic contribution of fishing or other outdoor recreation. Offerors must provide copies of journal articles with their submission.

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

2.07

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.

2.08

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.

2.09

Alaska Business License and Other Required Licenses

All offerors, at the time the proposals are opened, must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Offerors should contact the Department of Community and Economic Development, Division of Occupational 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 SIC code;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license.

2.10

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.

2.11

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 an affidavit certifying that the offeror is eligible to receive the Alaskan Bidder Preference.

2.12

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 70% 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

Formula Used to Convert Cost to Points

[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 60% (60 points) of the total of 100 points for cost.

Offeror #1 receives 60 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, 60 points.

Offeror #2 receives 56.14 points.

$$\begin{array}{r} \$40,000 \\ \text{Lowest} \\ \text{Cost} \end{array} \times \begin{array}{r} 60 \\ \text{Max} \\ \text{Points} \end{array} = 2,400,000 \div \begin{array}{r} \$42,750 \\ \text{Offeror \#2} \\ \text{Adjusted By} \\ \text{The Application Of} \\ \text{All Applicable Preferences} \end{array} = 56.14 \text{ Points}$$

Offeror #3 receives 50.53 points.

$$\begin{array}{r} \$40,000 \\ \text{Lowest} \\ \text{Cost} \end{array} \times \begin{array}{r} 60 \\ \text{Max} \\ \text{Points} \end{array} = 2,400,000 \div \begin{array}{r} \$47,500 \\ \text{Offeror \#3} \\ \text{Adjusted By} \\ \text{The Application Of} \\ \text{All Applicable Preferences} \end{array} = 50.53 \text{ Points}$$

2.13

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

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

[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.

2.14 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 a Fish and Game conference room in a Fish and Game Building in Juneau and/or Anchorage, Alaska.

If the contract negotiations take place in Juneau and/or Anchorage, Alaska, the offeror will be responsible for their travel and per diem expenses.

2.15 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.

2.16

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.

2.17

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 Firm 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

If the successful bidder is not a university, 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. Successful university bidders will be managed through an RSA or cooperative agreement.

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 B2, attached, for details on required coverage.

3.07

Bid Bond - Performance Bond - Surety Deposit

No Bid, Performance, or Surety Deposit will be required.

3.08

Contract Funding

Payment for the contract is subject to funds already appropriated and identified.

3.09

Proposed Payment Procedures

The state will make payment upon task completion, with holdback of 20% of total budget amount until completion of the entire project.

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

No informal debriefing required.

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 (firm, individual, or university) 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. Should the project director determine that corrections or modifications are necessary in order to accomplish its intent, the project director may direct the contractor to make such changes. 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

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.

3.16

Contract Invalidation

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

SECTION FOUR

BACKGROUND INFORMATION

4.01

Background Information

The economic significance of sport fishing in Alaska (in terms of direct, indirect and induced expenditures, sales, jobs and associated financial activity including government revenue) is an important consideration for natural resource managers, regulatory or policy decision-makers, and public officials. Although statewide estimates of sport fishing related expenditures are available for Alaska every 5-7 years as part of the National Survey of Fishing, Hunting, and Wildlife-Associated Recreation (FHWAR), the FHWAR economic estimates are based upon a relatively small sample of angler households which does not provide the level of precision desired by the Division nor the ability to develop estimates of the economic contribution of sport fishing at the region or sub-region level as often desired by managers and regulatory or policy decision-makers. Thus, the Division has decided to periodically obtain its own estimates of economic contribution of sport fishing at the statewide and regional level via contract with a reputable survey firm or research institution. The most recent economic study conducted by the Division was completed in 1999 with estimates for the 1993 fishing activity, meaning that available economic impact estimates are at best 7 years old, but more likely 12-13 years old. In addition to the interest in having more current estimates of the economic contribution of sport fishing to the economy of Alaska, the Department of Fish and Game and the Division of Sport Fish are now currently required to provide annual updates on a number of key performance measures related to its management of fish and wildlife resources in Alaska, several of which are economic measures. Assuming that economic significance of sport fishing does not change significantly from year to year, but may over a period of a few years, the Division is looking to establish a consistent methodology for obtaining economic information every 3 to 5 years to provide meaningful updates on the economic performance measures outlined in the State of Alaska Performance Measures Report.

This project will provide updated information on the economic contribution of sport fishing to the economy of Alaska on a statewide, regional, and sub-regional level, which is not currently available from another source. The project will be designed to supplement traditional fisheries information on angler effort, catch, and harvest collected by the Division of Sport Fish statewide harvest survey and enable the Division to develop, implement, and evaluate projects, policies and management strategies in ways that seek to optimize social and economic benefits to Alaskans. The study will provide managers, regulators, and policy-makers with up-to-date information on the economic contributions of the sport fishing industry and associated businesses to the Alaska economy. This information can be used to help evaluate the relative merits of alternative land and water resource management decisions in Alaska. The survey results will be used to assess whether the Division of Sport Fish is meeting established performance measures related to optimizing social and economic benefits of sport fishing in Alaska as outlined in the Division of Sport Fish Strategic Plan and State of Alaska Performance Measures documents.

SECTION FIVE

SCOPE OF WORK

5.01

Scope of Work

The development of the research plan, data collection, analysis and reporting will be the responsibility of the contractor, with significant involvement and review by ADF&G project staff. The research plan will be a consensus document to be completed prior to any data collection efforts. Once the research plan is complete and signed off by the Division and contractor, data collection efforts will begin via appropriate methodologies outlined in the plan. It is anticipated that data collection efforts may involve a combination of telephone, mail, and/or internet-based surveys of individuals licensed to recreationally fish in Alaska, as well as directed surveys of guide/charter operators, related sport fishing businesses, or government entities to obtain the necessary expenditure, wage, employment, and government revenue data at the regional and sub-regional level. In addition to obtaining information on nature and location of fishing-related expenditures, it is expected that surveys of anglers would also include questions that inform the economic analysis, including basic measures of fishing participation (number of days fished in/out of Alaska, areas/regions fished, days guided vs. unguided, etc.), key fishing preferences (water type, key factors in fishery selection), fishing satisfaction, and demographics. Depending upon the research plan, samples for surveys of angler populations and guides/outfitters would most likely be drawn from the Division of Sport Fish License Database as well as the Guide Licensing Database. It is anticipated that data collection efforts will span more than one fiscal year.

The objectives for this project are to:

1. estimate the total resident and nonresident expenditures related to sport fishing in Alaska statewide and within primary management regions as well, as Cook Inlet¹ and Southeast marine waters² fisheries in 2007 (i.e. total direct economic contribution); such that each estimate by residency group within each region is within 25% of the true value 90 percent of the time.
2. estimate the total direct, indirect and induced economic effects of resident and nonresident expenditures for sport fishing by sector on the Alaska economy in terms of economic output, earnings, employment (direct and indirect jobs) and government revenues accrued statewide and within primary management regions as well, as Cook Inlet and Southeast marine fisheries in 2007³.
3. estimate the combined total economic contribution (direct, indirect and induced economic contributions) of resident and nonresident sport fishing to the Alaska economy statewide and within primary management regions as well as Cook Inlet and Southeast marine fisheries in 2007.
4. estimate the mean per-person and mean per-day expenditures of resident and non-resident anglers in Alaska statewide and within primary management regions as well, as Cook Inlet and Southeast marine fisheries in 2007 for the purpose of approximating changes in economic activity related to changes in fishery participation over time.
5. establish a consistent and repeatable methodology for collecting and reporting estimates of economic contribution of sport fishing in Alaska on a periodic basis (3-5 years) at the statewide, regional, and sub-regional level for the purposes of tracking and comparing such estimates over time, as well as making reasonably current estimates available to planning and regulatory decision-makers.

¹ all waters, including the Susitna River downstream of Devil's Canyon, draining into Cook Inlet north of the latitude of Anchor Point

² salt waters of Alaska east of the longitude of Cape Suckling (144 degrees W. long.) and north of the International Boundary at Dixon Entrance

³ For objectives 2 – 4, the goal precision for these estimates have been set at the level expected to result from sample sizes set to achieve the objective criterion for Objective 1.

5.02 Deliverables

The contractor will be required to provide the following deliverables;

- (a) Research plan describing data collection, analysis and reporting conventions by March 30, 2007.
- (b) Draft report completed by September 2008.
- (c) Final Report by December 2008.
- (d) Final (cleaned/edited) survey dataset(s) associated with the project for archival purposes and further use and analyses by ADF&G.

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, individual or university 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, individual or university 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 a comprehensive narrative statement that demonstrates their understanding of regional economic analysis and how it can be used to measure the direct, indirect and induced contributions of sport fishing in terms of output, employment, earnings, and government revenues. Offerors must also discuss how the economic analysis they propose can provide the Division of Sport Fish with reliable economic measures for the recreational fishing industry at the statewide and regional level. Offerors must also describe their understanding of sampling, questionnaire design and administration as it relates to gathering supplemental data for economic analyses. Finally, offerors should illustrate their understanding of the project objectives, requirements and schedule. Copies of publications or full reports (or at least executive summaries of results) along with detailed descriptions of the methods used (e.g., the methods chapter of reports if the reports themselves are proprietary) demonstrating compliance with 2.06 (2) of this contract is required. Also provide copies of survey instruments used for these studies.

6.04

Methodology Used for the Project

Offerors must provide a complete description of the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the project schedule. The narrative will explain why the proposed methodology is the most appropriate for this project and include a discussion of key assumptions as well as the strengths and limitations of the proposed methodology. Offerors will also describe how the methodology will be repeatable for use by the Division of Sport Fish on a periodic basis.

6.05

Management Plan for the Project

Offerors must outline 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. The proposal must identify one principal staff member to serve as project leader and primary contact for the Division of Sport Fish principal investigator.

6.06

Experience and Qualifications

Offerors must have prior experience with regional economic models and analysis, and any experience preparing fisheries and/or wildlife analyses should be highlighted. Offerors must provide an organizational chart specific to the personnel assigned to accomplish the project requirements; 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) work experience,
- (c) location(s) where work will be performed,
- (d) estimates of the number of billed hours and the total cost for each individual named above.

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

6.07

Cost Proposal

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, and percentage of each person's time devoted to the project.

6.08

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 CONTRACT IS 100

7.01

Understanding of the Project (5 Percent)

Proposals will be evaluated against the questions set out below:

- [a] 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, particularly in respect to sampling issues and data needs related to regional/sub-regional analyses?
- [c] 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 that they can meet it?

7.02

Methodology Used for the Project (3 Percent)

Proposals will be evaluated against the questions set out below:

- [a] Does the methodology match and fully achieve the objectives set out in the RFP?
- [b] Is the proposed methodology consistent with generally-accepted economic research methods?
- [c] Does the methodology depict a logical and realistic approach to fulfilling the requirements of the RFP?

- [d] Does the methodology interface with the time schedule in the RFP?
- [e] Is the proposed methodology repeatable so that comparable estimates could be generated in subsequent years as needed by the Division?

7.03

Management Plan for the Project (2 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] Does it appear that the offeror has allocated sufficient staff and resources to the project to meet the schedule set out in the RFP?
- [c] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [d] Is the proposal practical, feasible, and within budget?
- [e] How well have any potential problems been identified?
- [f] Is the proposal submitted responsive to all material requirements in the RFP?

7.04

Experience and Qualifications (20 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the organization:

- [a] Does the offeror have experience on similar projects, particularly experience with fisheries/wildlife economic models and analysis?
- [b] Has the offeror provided an organizational chart outlining the personnel assigned to accomplish the project, illustrating lines of authority and who is responsible for completion of each component and deliverable of the RFP?
- [c] Has the offeror provided a complete narrative description of the project team personnel, their qualifications, and assignments as outlined in Section 6.06?
- [d] How well has the firm, individual or university demonstrated experience in completing similar projects on time and within budget?
- [e] How successful is the general history of the firm, individual or university regarding timely and successful completion of projects?
- [f] Has the firm provided letters of reference from previous clients?
- [g] Has the firm provided copies of up to three publications of relevant peer-reviewed literature or reports with a brief summary describing their relevance to this scope of work and demonstrating their experience with similar projects?

- [h] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

Questions regarding the personnel assigned to the project:

- [i] Do the individuals assigned to the project have experience on similar projects, particularly experience with fisheries/wildlife economic models and analysis?
- [j] How extensive is the applicable education and experience of the personnel designated to work on the project?

7.05 Contract Cost (60 Percent)

Overall 60% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 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 2.12.

7.06 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 Appendix A
2. Appendix B2
3. Alaska Offeror Affidavit
4. Economic Significance of Alaska Sport Fishing Project--Frequently Asked Questions

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
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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
Department/Division	Date	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 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 2007-11006725, 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.