

S B

3 5 3

Introduced: 1/20/86
Referred: Resources

- ① Do nothing
- ② accept bill
- ③ some modification

1 IN THE SENATE

BY ZHAROFF AND PAUL FISCHER

2

SENATE BILL NO. 353

3

IN THE LEGISLATURE OF THE STATE OF ALASKA

4

FOURTEENTH LEGISLATURE - SECOND SESSION

5

A BILL

6 For an Act entitled: "An Act relating to the waterfowl conservation stamp
7 program; and providing for an effective date."

8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 * Section 1. AS 16.05.826(b) is amended to read:

10 (b) The department shall provide by appropriate means for the
11 selection of the design of the annual waterfowl conservation stamp and
12 for the production and sale of the stamps. Only designs by residents
13 may be selected.

14 * Sec. 2. This Act takes effect immediately in accordance with AS 01.-
15 10.070(c).

Anderson
Judging
Alaska Preference

give $0/0/10/0$
~~give~~ $5/10/0$

Henneman -
upholding duck stamps across
country. Does not support

Alaska State Legislature

ARLISS STURGULEWSKI, Chairman
BETTYE FAHRENKAMP, Vice Chairman
JACK COGHILL
DICK ELIASON
VIC FISCHER
RICK HALFORD
FRED ZHAROFF



POUCH V
JUNEAU, ALASKA. 99811
(907) 485-4907

Senate Committee on Resources

M E M O R A N D U M

March 13, 1986

TO: All Members
Senate Resources Committee

FROM: Staff ¹ Senate Resources Committee

RE: SB 353 "An Act relating to the waterfowl
conservation stamp program; and
providing for an effective date"

SB 353 would amend the Waterfowl Conservation Stamp Program to allow only designs by resident Alaskans.

Enclosures:

Memo from Attorney General
Letters regarding bidding procedures
March 12th Fish and Game newsletter
announcing 1986 winners
Newspaper articles
Duck stamp history
Eligibility by state
RFP for 1986 design

STATE OF ALASKA
THE LEGISLATURE

POUCH Y - STATE CAPITOL
JUNEAU, ALASKA 99811
907-465-3800

LEGISLATIVE AFFAIRS AGENCY

MEMORANDUM

January 17, 1986

SUBJECT: Waterfowl conservation stamp program
(Work Order No. 14-1581)

TO: Senator Fred Zharoff

FROM: Edward H. Hein *EHA*
Legislative Counsel

Enclosed is the draft bill you requested limiting participation in the waterfowl conservation stamp design competition to Alaska residents. Because the program solicits designs through requests for proposals leading to a contract for services, the program appears to be subject to the same constitutional requirements with regard to state residency as apply to other state procurement contracts. While the issue has not been conclusively decided by the courts, the restriction in this bill to state residents may violate constitutional provisions regarding equal protection and privileges and immunities.

EHH:mkr
M2:039

Enclosure

January 21, 1986

Peggy Sepulveda
C/O Senator Zharoff
Box V
Juneau, Ak 99811

Re: Duck Stamp Program

Dear Ms. Sepulveda,

Enclosed you will find a copy of the letter sent to Mr. Collinsworth from our publisher Mr. Dale Anerson of Juneau. We are sending this to Mr. Zharoff's office because we strongly feel the waterfowl conservation stamp program needs to be reevaluated.

Please contact us if we can be of any assistance in the future regarding this matter.

Sincerely,

Ed and Jacki Tussey

Ed and Jacki Tussey

P.O. Box 2668
Kodiak, AK 99615
(907)487-2572

COPY

NORTHLIGHT

P U B L I S H I N G

P.O. BOX 2239 • JUNEAU, ALASKA 99801 • TEL. 907-789-2310

January 8, 1986

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Don W. Collinsworth, Commissioner
STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION
Pouch C
Juneau, Alaska 99811

Dear Commissioner Collinsworth:

I am writing to you to appeal the decision of the selection committee, stated in the Notice of Award dated January 6, 1986 regarding the bid to produce the 1986 waterfowl conservation stamp and art print, naming the apparent successful contractor as Voyageur Art of Minneapolis, Minnesota.

Upon review of the evaluation summary, I have found that after the final tally of scores assessed by the selection committee, the points that separated our firm from the apparent winner was a mere 32 weighted points.

The major areas that created the gap fell under six categories. I would like to address each of those categories separately. I have serious misgivings of the accuracy, appropriateness and/or fairness of the selection committee's evaluation and I do contest their findings.

1. The first major difference is in the category of "print/image." My understanding of this area deals with how the image of the artwork will hold clarity, contrast and substance when reduced to a stamp size image. Concern was raised on our entry as to whether for certain you would be able to maintain a distinctive reproduction of the waterfowl portrayed. Without a test or advice sought from us, a decision was made that changed the course of destiny. A difference of 35 points was given for this one area. I would like an opportunity to prove to the selection committee that the image will indeed stand. The proof can be done very simply, quickly, and for very little cost.
2. Local promotion was the main push in our proposal. Our feeling is that we are Alaskans producing an Alaskan product. It goes without saying that our state and local outlets will be better promoted and served. We are creating local jobs in our state, we are keeping revenue in our state and utilizing Alaskan expertise and experience to best represent the Alaska Waterfowl Program. We are local. A differential of 15 points was given for this category.

Mr. Don W. Collinsworth

January 8, 1986

Page Two

3. Our sales distribution network is without a doubt an excellent group of outlets. It is the same group of outlets that handled Alaska's First of State stamp and print which broke all previous sales records. How can we be losing points for a proven winning team? Since our submission of the proposal, another major national distributor has indicated strong interest in distributing our product. A differential of 15 points was again given.
4. In your Request For Proposal, you outlined a schedule that you said was acceptable. If we state verbatim that we can meet that schedule, we should be awarded the maximum number of points allowed for that category. There should be no disqualifying points assessed for meeting your requirements. A 5 point differential was allowed us for complying with your department's request.
5. Under "staff qualifications" we were again seriously cut down for reasons I cannot understand. The resumes, roles, and programs outlined for each of the primary personnel involved in this endeavor are very clear and concise to point out superior abilities and past performance.

We naturally have to be considered the "underdog" coming into this bid process because of the fine job performed by Voyageur Press last year. But in a bid process, in order to maintain the integrity of the evaluation, past performance records for your department must be set aside. You must look and believe that what the respondent is claiming must be true and attainable. To merely say this company did a good job last year and we don't want to take a chance that the new bidder cannot perform, is an erroneous assumption.

If you review the reputations of Northlight Publishing, Anderson Gallery, Bean Public Relations and Award Design, you will find a strong, satisfied clientele and first class operations, fully capable of performing any tasks required by the 1986 Request For Proposal distributed by your department. Again, the differential was a stunning 15 points.

6. The most outstanding difference between any category deals with the most important aspect of this program. The "bottom line," the end results, the whole reason for sponsoring the waterfowl program - - revenue to the State.

The very reason we wanted to get involved in this program is because we believe in the results produced through these funds. The very fact that there was a 35 point differential in our favor points out our dedication to the program. In our proposal, we stated that we are not only in this for the financial gains, but we desire to assist the department in their conservation efforts. We believe in the conservation of waterfowl and habitat.

Mr. Don W. Collinsworth
January 8, 1986
Page Three

What good does it do the department to have a great piece of art, great sales force, effective promotion and not end up with the dollars on the bottom line to fund the program? The program should be designed to benefit the department's waterfowl budget to the greatest degree. The fact that we are willing to produce more revenue for the State in such a greater measure than any other respondent, should clearly indicate our sincere dedication to the program.

Through the judge's evaluation process in the 5 areas that I cannot justify the point differential, there is a negative total of 85 points. In the most important aspect under "Revenue to the State" we are given a positive total of 35 points differential. It is not evident to me the fairness or accuracy of the selection committee's findings.

One additional question that is not addressed in the Request for Proposal is whether or not this bid request conforms to any other bid I have been involved with to the State of Alaska. In every other bid, whether written in or assumed, there has been a 5% bid preference for Alaska respondents. I question whether that has entered into any evaluation process in this program. I believe strongly that it should.

I am writing this letter to you on January 8, 1986, one day after receiving notification of the apparent successful bidder. I await your response.

Sincerely,

Dale G. Anderson

DGA/bp

cc: Mrs. Jaki Beeson-Sanders
Mr. Tom Rothe
Award Design
Bean Public Relations
Anderson Gallery
Mr. Ed Tussey

Don W. Collinsworth, Commissioner

Public Communications
Box 3 - 2000
Juneau, Alaska 99802
(907) 465-4113



Alaska Department

GM BACK
HCSO

Game NEWS

FOR IMMEDIATE RELEASE

March 12, 1986

1986 DUCK STAMP PRINT SELECTED

JUNEAU--A pair of Steller's eiders in flight has been selected for the 1986 Alaska duck stamp. The print is the work of wildlife artist James Meger. The Steller's eider was chosen as the subject of this year's competition to keep the Alaska print series a unique collection of northern waterfowl. Like the emperor goose, the subject of 1985's first-of-state print, the Steller's eider is found in no other state.

Meger, a resident of Edina, Minnesota, emphasizes the uniquely northern elements of the Alaska waterfowl stamp in the attention he gives to the Alaska Peninsula habitat in his winning painting. Although the print does not represent a specific place, Meger's representation of the duck's environment is so good that some Alaskans believe they can pinpoint the location of the pictured birds. "I spent fifteen days of research on the Steller's eider and the Aleutians before I began to paint," said the artist. "While I have photographs of Izembek Lagoon (where Steller's eiders

(more)

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March 12, 1986

Sheffield's proposed budget directs those funds to waterfowl habitat improvement and protection.

The Alaska Department of Fish and Game has selected the Spectacled eider as the subject of the 1987 Alaska duck stamp contest. Interested artists who would like to be placed on the mailing list for further information are encouraged to contact Phil Koehl, Division of Game, Alaska Department of Fish and Game, P. O. Box 3-2000, Juneau, AK 99802, cr (907) 465-4190.

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March 12, 1986

congregate in July), I did not take the background from those photos. I tried to immerse myself in the habitat: what the weather would be like, the terrain, the quality of light under the heavy clouds."

The selection of the winner of the Alaska duck stamp competition is based not only on the representation of the birds, but also on other elements of the painting, and on the marketing proposal submitted by the publisher. The art work is judged on technical accuracy in the birds, artistic composition, accuracy in habitat, lighting, and how well the work will reproduce in the one and three-eighths by two inch stamp scale, and half-size print scale.

Sales of the 1986 duck stamp print are expected to drop off sharply from the more than \$900,000 generated to the state from sales of the first-of-state print in 1985. Last year's print broke all previous national records for sales of state waterfowl stamp prints. The decrease in sales is likely as subsequent year's prints will go primarily to Alaskans and serious collectors outside.

Revenue generated from the sale of the \$5.00 stamp goes directly into a dedicated fund and is spent by the Department of Fish and Game to benefit the state's waterfowl. Money generated from the sale of limited edition prints must be appropriated by the Legislature, but Governor

(more)

3-3-3-3

March 12, 1986

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STATE OF ALASKA
DEPARTMENT OF FISH AND GAME
PUBLIC COMMUNICATIONS SECTION
P.O. BOX 3-2000
JUNEAU, ALASKA 99802-2000

Duck stamp argument heats up

By ED BENNETT
Of The Star Staff

The controversy over the selection of a painting by a Minnesota artist for Alaska's 1986 duck stamp grew more heated this week. A letter to Gov. Sheffield signed by 201 Peters Creek residents demanding that the program be limited to Alaskans only was put in the mail — but two people who live in Chugiak, Eagle River and were not chosen defended the way the program was handled.

The matter began after customers at the Peters Creek Trading Post learned that one of their neighbors, Carl Branson, had not been selected as the winner in the competition. Branson's painting had been on display at the store and had drawn rave reviews, according to manager Ruth Callan.

Callan, after viewing all 29 paintings submitted in the duck-stamp contest, concluded there were plenty of Alaskan artists qualified to win. "It should be an Alaskan artist — that's the issue," she said. She and a friend wrote a letter to the governor saying so, and soon many of her customers began asking if they, too, could sign it.

Last week, Branson said he was "bitter" about the results of the contest. But this week, another local artist who submitted a painting, George Rodgers of Peters Creek, said he would abide by the results. "I find no fault with the judging," he said. "Am I bitter? Hell, no. I've been in a lot of competitions. If you don't win, you don't win. You just try again next year."

The state duck stamp program is actually two contests: one that selects a painting, and one that selects a publisher to make prints of the painting and market them nationwide to collectors. Under a complicated rating system, the combination of a publisher and an artist signed up with that publisher which gets the most points, wins.

Ben Guild, who owns Eagle River-based Alaska Nature Press, entered the contest as a publisher and lost. "I think I had a good program, a good proposal," Guild said. "It just wasn't good enough. So I'll try again next year."

Guild pointed out that two of the three publishers who entered the contest, and 20 of the 29 artists, were Alaskans. "That's bad odds," he said. He said that since the whole purpose of the duck stamp program was to raise money for state waterfowl habitat programs, it made sense for the state to select Voyageur Art of Minnesota, which had raised nearly \$1 million for the state the previous year, over a pair of "untried" publishing houses.

Rodgers said the same argument applied to the winning artist. "If only Alaskan artists were involved, the Outside publishers wouldn't enter," he said. "And if they pick an unknown Alaskan, nobody would buy the prints Outside."

"I don't think you can equate art with Alaska Hire," Rodgers added. "As a professional artist in a competition, I want to be judged by my ability, not my residency. I want to go against the best there is."

Both Guild and Sue Matthews, an Eagle River resident who defended the duck stamp program this week in a letter to the editor which appears in this edition, said Branson's painting showed the wrong kind of background for the Steller's Eider ducks. Branson showed his birds standing along what appears to be fresh water, with a tree-covered ridgeline in the background.

Guild and Matthews said that Steller's Eiders live in the Aleutian Islands, and would never been seen in the place Branson painted.

This week, Branson strongly disagreed. He quoted from several reference books which said the ducks have been found inland from the coast, along waterways and freshwater ponds. He said a friend supplied him with a photo of the ducks taken in the Talkeetna area, which abounds with tree-covered ridgelines.

So this week Branson defended his work; his supporters sent their letter to the governor; and support for the original decision was voiced by a number of people who were involved in the process.

Perhaps Matthews put it best in her letter: "It is obvious that none of the paintings was perfect and that, to some degree, judging art is a matter of taste."

Letter defends choice of Outside artist for duck stamp

Selected duck art accurate rendering

To The Editor:

I am writing in regard to the story in your January 23 issue concerning the Alaska State Waterfowl Stamp program. Because I have a strong interest in waterfowl and conservation education, I was somewhat dismayed to learn that not only could Carl Branson not recognize the fatal flaw in his painting but neither could the 48 people who signed his letter to Governor Sheffield.

I too inspected the 29 pieces of art that were submitted for consideration in this year's duck stamp program while they were on display at the Anchorage Fine Arts Museum. Although I thought Mr. Branson's painting showed great skill because of his talent for capturing the detail of the birds' feathering patterns and the background landscape, I recognized immediately that he had portrayed the birds in an inappropriate habitat for Steller's Eiders. The closest this species of open ocean duck would come to the kind of environment Mr. Branson has placed them in (which looks a great deal like Peters Creek) would be the deep water bays of the Kodiak Archipelago.

Steller's Eiders are powerful swimmers; diving to depths of over 50 feet to feed. They can do this with relative ease because their legs are set far back on their bodies and propel them through the water as they dive almost like an outboard motor. It would be very unusual for these birds to perch on a log as Mr. Branson has portrayed them. Indeed, the posture and leg position of Mr. Branson's birds more closely resembles a dabbling duck such as a mallard.

On the other hand, the selected piece of art accurately portrays the Steller's Eider in flight over Izembek Lagoon near Cold Bay. Steller's Eiders are fairly com-

CHUGIAK -
EAGLE RIVER
STAR. 11/30/86

mon near Izembek, especially during fall migration.

It is obvious that none of the paintings was perfect and that, to some degree, judging art is a matter of taste. But the purpose of the duck stamp is to raise money for Alaska's waterfowl by selling this image all over the United States. I would like the most accurate and attractive painting to represent our birds and conservation programs to other Americans.

It would be dishonest to choose Mr. Branson's painting in order to appease a small group of citizens who simply want an Alaskan artist to win, and I suspect that a good many other Alaskans, like myself, would recognize that immediately. Restricting competition would also be a disservice to Alaskan artists because it would deny them the opportunity to compete with nationally known artists, and deny them the prestige that comes with winning or placing in a national competition. The painting which most accurately portrays the striking beauty of the Steller's Eider and its environment should be (and was) selected, regardless of who the artist is or where he comes from.

Let's hope that this year's program will be as successful as last, not only in generating funds for waterfowl conservation but in promoting an understanding of this unique waterfowl species.

Sue Matthews

DEPARTMENT OF FISH AND GAME

DUCK STAMP HISTORY

The "duck stamp" was born March 16, 1934 when Congress enacted the Migratory Bird Hunting Stamp Act. This law required all waterfowl hunters age 16 or older to purchase a duck stamp, with the annual income from stamp sales to be used for the purchase and protection of important waterfowl habitats. The first federal duck stamp, displayed in this exhibit, was designed by J. N. "Ding" Darling, a well-known political cartoonist, dedicated conservationist and, later, head of the U. S. Biological Survey (now, the U. S. Fish and Wildlife Service). Today, the annual nationwide competition for the federal stamp design draws over 2,000 entries from the country's most accomplished wildlife artists and brightest newcomers. The only official award is a sheet of the following year's stamps autographed by the Secretary of the Interior, but the prestige of winning has launched the careers of numerous waterfowl artists.

Spanning 52 years, federal duck stamps and art prints are the longest running, most valued series of collectible art. Since its inception, the federal duck stamp program has generated nearly \$300 million used to preserve and protect 3.5 million acres of wetlands and other essential waterfowl habitat. Duck stamps have wholly or partly paid for 186 of the nation's 400 national wildlife refuges and waterfowl production areas in the lower 48 states.

In 1972, California issued the first state duck stamp, purchased by hunters along with the federal stamp, to fund habitat preservation for that state's waterfowl resources. Today, there are 36 states with programs that raise waterfowl funds from the sale of duck stamps. In 1981, Texas, Arkansas and South Carolina began a trend in retaining all rights to their stamp designs and receiving royalties on the sale of limited edition prints, in addition to income from stamps. In its first year, the Texas program sold 16,500 art prints and generated over \$1.2 million.

Patterned after these successful programs, the first Alaska Water Conservation Stamp was issued in 1985. The design, featuring three emperor geese by Minnesota artist Daniel Smith, has proven to be one of the most popular pieces of stamp art in recent years. The

strong image and the unique Alaskan emperor geese spurred sales of 17,350 art prints, the largest edition in the history of state duck stamps. Print royalties and stamp sales should total nearly \$900,000 for the benefit of Alaska's waterfowl and their wetland habitats.

Revenues for 1986 and subsequent years will be substantially less than in 1985, but should provide a continuing source of funds for needed waterfowl conservation projects. The Alaska Department of Fish and Game is now developing long-term plans for the use of duck stamp funds for habitat improvement, expansion and establishment of goose populations, research, public information and other conservation projects. Your comments and suggestions are welcomed. For more information on the Alaska and federal duck stamp programs contact:

Alaska Department of Fish and Game
Waterfowl Coordinator
333 Raspberry Road
Anchorage, AK 99518-1599

U. S. Fish and Wildlife Service
Duck Stamp Office
Department of the Interior
Washington, D. C. 20240

Alaska Waterfowl Conservation Stamps are sold by hunting and fishing license vendors throughout Alaska, or by mail from Alaska Department of Revenue, Fish and Game Licensing Section, 1111 West 8th Street, Room 108, Juneau, AK 99801. Duck stamp art prints are sold by many Alaska art galleries and by mail from magazine and catalogue retailers. Federal duck stamps are available (seasonally) from all U. S. Post Offices.

Fact Sheet

Alaska Waterfowl Conservation Stamp May 1985

- 1984 legislation established a waterfowl conservation stamp and fee of \$5.00 effective with the 1985-85 hunting season. With the exception of persons under the age of 16 or over 60, disabled veterans and persons who qualify for a 25 cent license fee, waterfowl hunters must have an Alaskan Waterfowl Conservation Stamp in addition to the Federal Duck Stamp.
- The First-of-State 1985 Waterfowl Conservation stamps will be available for sale from July 1, 1985 through June 30, 1987. They may be ordered directly from the Department of Revenue or purchased through the usual license outlets.
- Approximately 130,000 stamps are to be issued with 25,000 set aside to go with the limited edition prints of the artwork. The number of limited edition prints will be set by the number of prints ordered by dealers through established distributors by October 31, 1985. Approximately 4000 art quality posters will also be printed for sale.
The Limited Edition prints will be available at most art dealers. Prints will be issued to distributors no later than January 10, 1985 and perhaps earlier.
- Regular Edition prints, numbered, signed by the artist and accompanied by the stamp will retail for \$140.00. A Medallion Edition print, numbered and signed by the artist and with a gold plated medallion, plus stamp will retail for \$305.00. Executive Edition prints, numbered and signed by the artist, with stamp and artist ~~remark~~ will retail for \$775.00. Posters will retail for \$16.00. Collectors may purchase plate blocks (4 stamps with a plate block number) for \$20.00 and full sheets of 30 stamps for \$150.00. The contractor will supply some art posters for promotion and posters designed specifically for licensed vendors along with other promotional materials. Records of all print numbers and buyers will be maintained so that matching numbers may be provided in future years.
- Alaska joins New York in becoming the 30th and 31st states with waterfowl stamp programs. There is a growing demand for wildlife art and enthusiasts place great value on first of state stamps, sets in mint condition and limited edition prints. Prints and stamp series from other states have doubled in value and collections of federal stamps are extremely valuable.

It is expected that 83 percent of the revenue generated by the program will come from out of state art collectors. It is estimated that the expanding national market for duck stamp art could bring in between \$200,000 to \$1 million to benefit the conservation of the ten million ducks and one million geese that leave Alaska each fall bound for all four North American flyways.

The artwork selected for the stamp, depicting three Emperor geese by waters edge, was done by Minnesota artist Daniel Smith. Smith's work has appeared on the 1983 Minnesota Pheasant Stamp and in National Geographic Society's "Field Guide to North American Birds." The art was selected as part of an artist-publisher partnership package. Ten proposals from six publishing companies were submitted in a competitive bid process and included a total of 35 waterfowl paintings. Smith is represented by Voyageur Art, the second largest wholesale publisher and distributor of wildlife stamp prints in the nation. Selection criteria included the need for the proposal to provide a good opportunity for fund-raising while establishing the Alaska Waterfowl Stamp series as a fine, collection-quality art.

The purpose of the Waterfowl Conservation Stamp is to provide a way for non-hunters and hunters in Alaska and from outside to support conservation projects that will conserve and enhance waterfowl, acquire wetland habitat and other related projects that will aid North America waterfowl populations.

Don W. Collinsworth, Commissioner

Public Communications
Box 3 - 2000
Juneau, Alaska 99802
(907) 465-4113



Alaska Department of Fish & Game

NEWS

FOR IMMEDIATE RELEASE

For more information contact:

November 27, 1985

Tom Rothe, 267-2206

ALASKA WATERFOWL STAMP PRINT SETS RECORD

JUNEAU--Sales of Alaska's first duck stamp art print have generated the largest edition size and most profitable royalty payments of any state stamp program in history. The 17,350 prints that were ordered exceed the previous mark of 16,500 set by Texas by 1981.

Alaska's record print sales and stamp revenues are expected to produce an endowment of over \$900,000 from the first year program. Income is expected to drop off sharply to around \$200,000 in subsequent years as a result of more limited sales of prints, mostly to Alaskans and series collectors outside.

The nationwide popularity of Alaska's print, featuring three emperor geese, can be primarily attributed to the exceptionally strong design by artist Daniel Smith and the broad appeal of Alaskan wildlife im-

(More)

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November 27, 1985

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ages, according to Lowell Thompson of Voyageur Art, the publisher contracted to produce and market the program. Thompson also said that the success of the Alaska stamp program is especially significant in light of the competitive market that developed this year.

New York, Kentucky, Wyoming, and recently Georgia all issued first-of-state duck stamps in 1985, and Canada launched its first Wildlife Habitat Conservation Stamp program. Daniel Smith's painting of wood ducks was selected for Georgia's stamp, making him the first artist to win two first-of-state competitions in one year.

Because of the growing demand for duck stamp prints by art collectors, waterfowl enthusiasts and investors, most of Alaska's prints were sold to purchasers in the lower 48 states. Besides obtaining an uncommon print of emperor geese, these out-of-state buyers contributed a substantial amount of revenue for waterfowl conservation in Alaska.

In purchasing close to 5,000 prints, Alaskans demonstrated unusually strong support for a first-of-the-state program. Residents are in the best position to increase the investment value of their prints by receiving the lowest-numbered prints in the edition and collecting the Alaska duck stamp series. Although print values are usually higher in small editions, the 1981 Texas print in the former largest state edition is now worth nearly \$700. The value of a state series have increased rapidly because subsequent year editions usually get smaller, reducing the number of complete sets.

(More)

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November 27, 1985

The Department of Fish and Game hopes to continue the success of the duck stamp program by offering a fine collectible series of prints depicting unique Alaskan and northern waterfowl species. The 1986 design, to be selected in December, will feature the Steller's Eider.

The most highly regarded paintings entered in the competition will be exhibited at the Anchorage Historical and Fine Arts Museum, January 5-19 and at the Alaska State Museum in Juneau, January 25-February 9.

The Department of Fish and Game is developing concepts for waterfowl conservation work to be funded from the stamp program, and has plans to transplant Canada geese to Kodiak in July of 1986 as an initial project. The department is actively soliciting ideas for stamp-funded projects. Interested groups and members of the public should send suggestions to Tom Rothe, Waterfowl Coordinator, at the department's Anchorage office.

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STATE STAMP PRINT HISTORY 1971-1982

| YEAR | STATE | ARTIST | EDITION SIZE | ELIGIBILITY |
|------|-------------|--------------------|-------------------------------------|--|
| 1979 | Alabama* | Barbara Keel | 1,750 s/n + 250 rem | commission by Alabama |
| 1980 | Alabama | Wayne Spradley | 1,000 s/n | commission by Alabama |
| 1981 | Alabama | Jack Deloney | 950 s/n | residents/first contest year |
| 1982 | Alabama | Joe Michelet | 850 s/n | residents |
| 1981 | Arkansas* | Lee LaBlanc | 7,200 s/n + 600 rem + 500 ex | comm artist & publisher by AR F & G |
| 1982 | Arkansas | Haynard Reece | 7,440 s/n + 600 rem + 500 ex | comm artist & publisher by AR F & G |
| 1971 | California* | Paul D. Johnson | 500 s/n | commission by CA/staff artist |
| 1972 | California | Paul B. Johnson | 40 s/n stamps destroyed prematurely | commission by CA/staff artist |
| 1973 | California | Paul D. Johnson | 500 s/n | commission by CA/staff artist |
| 1974 | California | Paul D. Johnson | 500 s/n | commission by CA/staff artist |
| 1975 | California | Paul D. Johnson | 500 s/n | commission by CA/staff artist |
| 1976 | California | Paul D. Johnson | 500 s/n | commission by CA/staff artist |
| 1977 | California | Paul D. Johnson | 500 s/n | commission by CA/staff artist |
| 1978 | California | Ken Michaelson | 500 s/n | residents |
| 1979 | California | Walter Wolfe | 500 s/n | residents |
| 1980 | California | Walter Wolfe | 700 s/n | residents |
| 1981 | California | Robert Steiner | 1,150 s/n | residents |
| 1982 | California | Robert Richert | 950 s/n | residents |
| 1980 | Delaware* | Ned Hayne | 1,980 s/n | residents + residents of states w open comp. |
| 1981 | Delaware | Charles Rowe | 1,981 s/n | residents + residents of states w/open comp. |
| 1982 | Delaware | Lois Dutler | 1,982 s/n | residents + residents of states w/open comp. |
| 1979 | Florida* | Bob Binks | 1,000 s/n | commission by Florida Game commission |
| 1980 | Florida | Ernest Simmons | 1,000 s/n | open |
| 1981 | Florida | Clark Sullivan | 1,000 s/n | open |
| 1982 | Florida | Lee Cable | 1,250 s/n | open |
| 1975 | Illinois* | Robert Eschenfeldt | 500 s/n | commissioned by IL |
| 1976 | Illinois | Robert G. Larson | 500 s/n | residents |
| 1977 | Illinois | Richard Lynch | 500 s/n | residents |
| 1978 | Illinois | Everett Staffeldt | 500 s/n | residents |
| 1979 | Illinois | John Eggert | 500 s/n | residents |
| 1980 | Illinois | Dart Kassabaum | 500 s/n | residents |
| 1981 | Illinois | Jim Trandel | 500 s/n | residents |
| 1982 | Illinois | Art Sinden | 600 s/n | residents |

STATE STAMP PRINT HISTORY 1971-1982

| YEAR | STATE | ARTIST | EDITION SIZE | ELIGIBILITY |
|------|----------------|-----------------------|----------------------|--|
| 1976 | Indiana* | Sonny Bashore | 500 s/n | commission by IH/staff artist |
| 1977 | Indiana | Sonny Bashore | 18 s/n | commission by IH/staff artist |
| 1978 | Indiana | Carl "Spike" Knuth | 18 s/n | open |
| 1979 | Indian | Diane Pierce | 20 s/n | open |
| 1980 | Indiana | Dean Rocky Barrick | 24 s/n | open |
| 1981 | Indiana | Rodney Crossman | 30 s/n | open |
| 1982 | Indiana | George Hetz | 50 s/n | open |
| 1972 | Iowa* | Maynard Reece | 500 s/n | Commissioned by IA |
| 1973 | Iowa | Thomas Murphy | 500 s/n | residents |
| 1974 | Iowa | James F. Landenberger | 500 s/n | residents |
| 1976 | Iowa | Nick Klepinger | 500 s/n | residents |
| 1977 | Iowa | Maynard Reece | 900 s/n | residents |
| 1978 | Iowa | Nick Klepinger | 600 s/n | residents |
| 1979 | Iowa | Andrew Peters | 750 probably not s/n | residents |
| 1980 | Iowa | Paul Bridgford | 850 s/n | residents |
| 1981 | Iowa | Brad Reece | 900 s/n | residents |
| 1982 | Iowa | Tom Walker | 650 s/n | residents |
| 1974 | Maryland* | John W. Taylor | 500 s/n | commissioned by Maryland Dept. of Nat. Resources |
| 1975 | Maryland | Stanley Stearns | 650 s/n | residents |
| 1976 | Maryland | Louis Frisino | 500 s/n | residents |
| 1977 | Maryland | Jack Schroeder | 850 s/n | residents |
| 1978 | Maryland | Stanley Stearns | 1,200 s/n | residents |
| 1979 | Maryland | John W. Taylor | 951 s/n | residents |
| 1980 | Maryland | Jack Schroeder | 1,175 s/n | residents |
| 1981 | Maryland | Arthur R. Eakin | 1,250 s/n | residents |
| 1982 | Maryland | Roger Bucklin | 1,575 s/n | residents |
| 1974 | Massachusetts* | Hilton C. Weiler | 600 edition by heirs | comm. by MA Div. of Fisheries of Wildlife |
| 1975 | Massachusetts | Tom Hennessey | 500 s/n | open/must be decoy of MA carver |
| 1976 | Massachusetts | William P. Tyner | 500 s/n | open/must be decoy of MA carver |
| 1977 | Massachusetts | William P. Tyner | 137 s/n | open/must be decoy of MA carver |
| 1978 | Massachusetts | William P. Tyner | 175 s/n | open/must be decoy of MA carver |
| 1979 | Massachusetts | Randy Julius | 175 s/n | open/must be decoy of MA carver |
| 1980 | Massachusetts | John Eggert | 600 s/n | open/must be decoy of MA carver |
| 1981 | Massachusetts | Randy Julius | 250 s/n | open/must be decoy of MA carver |
| 1982 | Massachusetts | John Eggert | 400 s/n | open |

STATE STAMP PRINT HISTORY 1971-1982

| YEAR | STATE | ARTIST | EDITION SIZE | ELIGIBILITY |
|------|---------------|-------------------------------|------------------------------|-----------------------------------|
| 1976 | Michigan* | Oscar Warbach | 500 s/n | commission by MI/staff artist |
| 1977 | Michigan | Larry Hayden | 650 s/n | residents |
| 1978 | Michigan | Richard Timm | 700 s/n | residents |
| 1979 | Michigan | Andrew Kurzman | 700 s/n | residents |
| 1980 | Michigan | Larry Hayden | 900 s/n | residents |
| 1981 | Michigan | Dietmar Krumrey | 1,200 s/n | residents |
| 1982 | Michigan | Gijsbert van Frankenhuyzen | 1,200 s/n | residents (until 1985) |
| 1977 | Minnesota* | David Maass | 3,300 estimated not numbered | commission by state |
| 1978 | Minnesota | Les C. Kouba | 3,500 estimated not numbered | residents |
| 1979 | Minnesota | David Maass | 3,800 s/n | residents |
| 1980 | Minnesota | James Megar | 3,500 s/n | residents |
| 1981 | Minnesota | Terry Redlin | 7,800 s/n | residents |
| 1982 | Minnesota | Phil Scholer | 6,500 s/n | residents |
| 1976 | Mississippi* | Carroll J. & Gwen K. Perkins' | 500 s/n | commission by MS game and fish |
| 1977 | Mississippi | Allen Hughes | 500 s/n | commission by MS Game and Fish |
| 1978 | Mississippi | John Reimers | 500 s/n | first issue by contest, residents |
| 1979 | Mississippi | Carole Pigott Hardy | 500 s/n | residents |
| 1980 | Mississippi | Bob Tompkins | 500 s/n | residents |
| 1981 | Mississippi | John Reimers | 500 s/n | residents |
| 1982 | Mississippi | Jerry Johnson | 500 s/n | residents |
| 1979 | Missouri | Charles W. Schwartz | 1,000 s/n | commission by MO/staff artist |
| 1980 | Missouri | David Plank | 1,250 s/n | residents |
| 1981 | Missouri | Tom Crain | 1,000 s/n | residents |
| 1982 | Missouri | Gary Lucy | 1,800 s/n | residents |
| 1978 | Montana* | Marlowe Urdahl | 1,300 s/n | residents |
| 1979 | Montana | John Michael Marion | 600 s/n | residents |
| 1980 | Montana | Ron Jenkins | 300 s/n | residents |
| 1982 | North Dakota* | Richard Plasschaert | 9,939 s/n | commission by state |
| 1979 | Nevada* | Larry Hayden | 1,990 s/n + 500 rem | open |
| 1980 | Nevada | Dick McRill | 1,990 s/n | open |
| 1981 | Nevada | Phil Scholer | 2,025 s/n | open |
| 1982 | Nevada | Richard Timm | 2,200 s/n | open |

STATE STAMP PRINT HISTORY 1 71-1982

| YEAR | STATE | ARTIST | EDITION SIZE | ELIGIBILITY |
|------|-----------------|----------------------------|---------------------------------|------------------------------|
| 1980 | Oklahoma* | Patrick Sawyer | 1,980 s/n | residents |
| 1981 | Oklahoma | Hoyt Smith | 1,980 s/n | residents |
| 1982 | Oklahoma | Jeffrey Frey | 1,980 s/n | residents |
| 1982 | Ohio* | John Ruthven | 9,000 s/n | commission by Ohio |
| 1976 | South Dakota* | Robert Kusserow | 500 s/n | residents |
| 1977 | South Dakota | Don Steinbeck | 150 1st ed s/n + 150 1nd ed s/n | residents |
| 1978 | South Dakota | John Moisan | 300 s/n | residents |
| 1979 | South Dakota | John Wilson | 300 s/n | residents |
| 1980 | South Dakota | John Moisan | 300 s/n | residents |
| 1981 | South Dakota | John Wilson | 500 s/n | residents |
| 1982 | South Dakota | Robert Kusserow | 500 s/n | residents |
| 1981 | South Carolina* | Lee LaBlanc | 4,500 s/n | open |
| 1982 | South Carolina | Bob Binks | 4,000 s/n | open |
| 1979 | Tennessee* | Dick Elliot | 1,979 s/n | residents |
| 1980 | Tennessee | Thompson Phillip Crowe, IV | 1,000 s/n | residents |
| 1981 | Tennessee | Bob Gillespie | 1,200 s/n | residents |
| 1982 | Tennessee | Ken Schulz | 1,250 s/n | residents |
| 1981 | Texas* | Larry Hayden | 16,500 s/n | publisher and artist package |
| 1982 | Texas | Ken Carlson | 9,500 s/n | publisher and artist package |
| 1978 | Wisconsin* | Owen J. Gromme | 5,800 s/n | commission by state |
| 1979 | Wisconsin | Rockne Knuth | 1,700 s/n | residents |
| 1980 | Wisconsin | Martin Murk | 1,250 s/n | residents |
| 1981 | Wisconsin | Timothy C. Shultz | 1,700 s/n | residents |
| 1982 | Wisconsin | William Koelpin | 2,300 s/n | residents: |

*first of state

1983 DUCK STAMP PRINTS

| YEAR | STATE | ARTIST | EDITION SIZE | ELIGIBILITY |
|------|-----------------|---------------------|--|--------------------------|
| 1983 | New Hampshire* | Richard Plasschaert | Limited to confirmed orders by September 30, 1983 | publisher-artist package |
| 1983 | Pennsylvania* | Ned Smith | Limited to confirmed orders by September 15, 1983 | publisher-artist package |
| 1983 | North Carolina* | Richard Plasschaert | Limited to confirmed orders by August 30, 1983 | publisher-artist package |

STATE OF ALASKA

BILL SHEFFIELD, GOVERNOR

DEPARTMENT OF FISH AND GAME

P.O. BOX 3-2000
JUNEAU, ALASKA 99802
PHONE: (907) 465-4190

DIVISION OF GAME

September 3, 1985

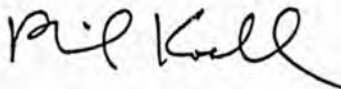
To Interested Parties:

The Request for Proposals (RFP) for Alaska's 1986 Waterfowl Conservation Stamp Program is enclosed. Although similar to last year, the RFP for the second year of the state "duck stamp" program has been extensively revised. Respondents to this RFP should be contractor/publishers who can provide original artwork, production and marketing services, and project administration. Indications are that Alaska's 1985 program will be highly successful. By improving the RFP and making an early call for proposals, we hope to maximize the prospects of the 1986 program as well.

The department will only consider artwork that is offered as part of a complete proposal. Artists and publishers should take particular note of "Artist and Design Requirements" on page 13 of the RFP. The subject of the 1986 stamp and print will be the Steller's eider (Polysticta stelleri). Artists who are interested in providing a design but cannot provide other services required by the RFP, should contact a publisher that will be submitting a proposal to the department. For your information, a list of all publishers that submitted proposals for the 1985 program is enclosed. Upon request, the department will provide a list of other publishers that express interest in the 1986 program or have produced stamp/print programs elsewhere. To be considered, artwork and proposals must be received by close of business on December 6, 1985.

If you would like additional information or have questions after examining this RFP, please let me know.

Sincerely,



Phil Koehl
Game Biologist

Enclosures

ALASKA STATE WATERFOWL CONSERVATION STAMP
and
ART PRINT PROGRAM

NAMES AND ADDRESSES OF 1985 RESPONDENTS:

Voyageur Art, Inc.
2828 Anthony Lane South
Minneapolis, Minnesota 55418
Phone: (612) 788-2253

Frontier Publishing
P. O. Box 366
Eugene, Oregon 97440
Phone: (503) 345-5032

Sport'en Art/Midwest Marketing
Rural Route 3
Sullivan, Illinois 61951
Phone: (217) 797-6354

Artique, Ltd.
314 "G" Street
Anchorage, Alaska 99501
Phone: (907) 277-1663

Clearwater Publishing
P. O. Box 3220
Tustin, California 92681
Phone: (714) 835-3545

Art Alaska
Specialized Professional Services
P. O. Box 194
Auke Bay, Alaska 99821
Phone: (907) 586-4100

MAJOR PUBLISHERS THAT MAY SUBMIT PROPOSALS:

Wild Wings
South Hwy. 61
Lake City, Minnesota 55041
ATTN: Bill Webster, Sr.

Collector's Covey
15 Highland Park Village
Dallas, Texas 75205
ATTN: Martin Wood

Russell A. Fink
9843 Gunston Road
Lorton, Virginia 22079

Petersen Prints
6725 Sunset Blvd., Suite 408
Los Angeles, California 90028

National Wildlife Galleries
2221 Flor Avenue
Fort Meyers, Florida 33907

Swan Graphics
P. O. Box 15185
Chattanooga, Tennessee 37415

Sporting Graphics
16725 Cleveland Street
Redmond, Washington 98052
ATTN: Don Leabo

REQUEST FOR PROPOSALS

For Development of

1986 Alaska State Waterfowl Conservation Stamp
and Art Print Program

ATN# 86-0262

By the Alaska Department of Fish and Game
Division of Game
P.O. Box 3-2000
Juneau, Alaska 99802

Issued: September 3, 1985

p.24 *Criteria for Evaluation*

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Exhibit 2: Form 02-093A

Exhibit 3: Layout of Stamp Design

Exhibit 4: Format for Stamp Sheets

Exhibit 5: Advertisement Schedule Form

Exhibit 6: Expenditure Sheet

I. INTRODUCTION AND INSTRUCTIONS

1. Purpose

The Alaska Department of Fish and Game (hereinafter the department) is requesting proposals for original design, production, and marketing services for the 1986 Alaska Waterfowl Conservation Tag (stamp) and art reproductions, as authorized under AS 16.05.826.

2. Issuing Office

The Issuing Office for this Request for Proposals (RFP) is:
Alaska Department of Fish and Game
Division of Game
P.O. Box 3-2000
Juneau, Alaska 99802
Tele: 907/465-4190

3. Contact Person

Questions regarding Sections I, IV, V, and VI of this RFP should be directed to Phil Koehl at the Issuing Office (see above). Questions about Sections II, III, and VII may be directed to Jaki Beeson, Division of Administration, Alaska Department of Fish and Game, P.O. Box 3-2000, Juneau, Alaska 99802 (907/465-4120).

4. Mailing Address and Due Date for Receipt of Proposals

Four copies of the Proposal, and all artwork, must be submitted to the Alaska Department of Fish and Game, 333 Raspberry Road, Anchorage, Alaska 99502. ATTENTION: Tom Rothe (907/267-2179) and RECEIVED no later than close of business December 6, 1985.

5. Duration of Contract

The contract resulting from this RFP is expected to begin January 1, 1986 and continue through March 31, 1987.

6. Location of Work

Work may be performed at the contractor's place of business. However, the contractor will be required to travel within Alaska to discuss the project with department personnel and to travel both inside and outside the state for promotional purposes.

7. Cost of Contract

All expenses relating to a contract as a result of this RFP will be the responsibility of the contractor. The department will not provide funds for any portion of the anticipated contract.

8. Solicitation

The RFP is being distributed to all publishers and artists who made inquiries of the Division of Game after August 1, 1985, to

all parties named on the Professional Services Contract Register (6980 Painter), and to everyone who requested an RFP in the previous year of the Waterfowl Conservation Stamp Program. In addition, the RFP will be sent, upon request, to all parties responding to advertisements in Juneau, Fairbanks, Anchorage, and other Alaska newspapers regarding the waterfowl stamp program.

9. Royalties and Other Payments

A contract negotiated as a result of this RFP will include a royalty payment to be paid to the State for each art reproduction and other products sold to the public. All royalty and other payments shall be paid to the department as outlined in this RFP.

II. GENERAL PROPOSAL INFORMATION

1. Required Review

Interested contractors are required to carefully review this request without delay for defects and questionable or objectionable matter. Questions, objections, or comments should be made in writing before the proposal closing deadline so that any necessary addendums may be published and distributed to all interested contractors. Protests based upon any omissions, errors, or the content of the RFP will be disallowed if not made known prior to 15 working days before the due date for receipt of proposals.

2. Incurred Costs

The State is not liable for any costs incurred by contractors prior to the issuance of a contract. All costs incurred as a result of this RFP, including travel and personnel expenses, are the sole responsibility of the contractor.

3. Disclosure of Proposal Contents

AS 09.25.110 requires public records be open to reasonable inspection by the public. All proposals and other material submitted (except the original artwork) become the property of the State and may be returned only at the State's option. Detailed costs and price information provided in proposals will be held in confidence until notice of award.

4. Right of Rejection

The State reserves the right to reject any proposals that do not address all the requirements of this RFP. In addition, the State may reject all proposals at any time if there has been improper or inadequate review or when it is not in the best interest of the State to select a proposal.

5. Authorized Signature

Proposals must be signed by an individual authorized to bind the contractor to its provisions. The proposal must remain valid for at least ninety (90) days. Any proposals submitted as a joint venture must be signed by all of the partners proposing to participate in the venture.

6. Subcontractors

All contractors must list in their proposal the names and addresses of proposed subcontractors and the type and percentage of work each will be providing. Resumes and other information may also be required.

7. Licenses

Any successful contractor will be required to hold a valid Alaska business license and the necessary applicable professional

licenses required by Alaska Statute. For more information on these licenses, contact the Department of Revenue, Business Licenses, Pouch SA, Juneau, Alaska 99811 (907/465-2392) and the Department of Commerce and Economic Development, Corporations Section, Pouch D, Juneau, Alaska 99811, Attn: Kevin Schaaf (907/465-2530).

8. Evaluation of Proposals

All proposals received from contractors will be reviewed and evaluated by a committee of qualified personnel on the basis of the evaluation criteria set forth in this RFP. The committee will recommend for selection the proposal that best meets the requirements of this RFP.

9. Oral Presentation

The evaluation committee reserves the right to require selected contractors to make an oral presentation of their proposal. Such presentations provide the contractor with an opportunity to clarify the proposal and to ensure a mutual understanding of its content. The presentations may be scheduled at the convenience of the Issuing Office.

10. Interviews

The evaluation committee reserves the right to independently interview contractors if the preliminary evaluation results in two or more contractors being equally qualified. The interviews will be scheduled at the convenience of the Issuing Office.

11. Notice of Award

After completion of the evaluation process, the department will issue a notice of award to all contractors who responded to this Request for Proposals. This notice will contain the names and addresses of all the respondents, including the intended recipient of the contract. The contract award will be contingent upon completion of successful negotiations of the terms and provisions of the contract. If the apparent successful contractor can not come to negotiated terms, the state may negotiate with the next best qualified contractor.

12. Aggrieved Respondents

A respondent may protest the award of the contract let in accordance with this Request for Proposals.

An aggrieved respondent requesting a hearing must follow the instructions below. Failure to follow these instructions may result in automatic rejection of the appeal.

The respondent must:

1. Immediately notify the issuing office of his/her intention to appeal.

2. Appeal in writing to the Commissioner, Department of Administration, Pouch C, Juneau, Alaska 99811. The appeal must be received within five (5) working days of the date of issue of the Notice of Award.
3. Explain in detail the reasons for the appeal.
4. Send a copy of the appeal to all other respondents.

The appeal will be reviewed by the Commissioner of Administration, and the respondent will be advised within 15 working days whether his appeal was accepted or rejected and, if rejected, the reason for the action.

If necessary, a hearing will be held to determine whether the award of the contested contract was made in accordance with statutes and prescribed procedures. The hearing will be limited to the evaluation and solicitation process used in this Request for Proposals.

13. Use of Proposal Contents

The State reserves the right to use any of the ideas presented in any reply to this RFP. Selection or rejection of the proposal does not affect that right.

14. Joint Ventures

Any proposal submitted as a joint venture must also include the terms of the joint venture agreement.

III. GENERAL CONTRACT INFORMATION

1. Contract Approval

Any contract resulting from this RFP will be submitted to the Commissioner of the Department of Administration for approval. If approved, it is effective from the date of approval. The State assumes no responsibility for work done, even in good faith, prior to approval of the contract by the Department of Administration.

2. Proposal Contents as Part of the Contract

The contents of the proposal of the successful contractor may become contractual obligations. If a contract ensues, failure of the successful contractor to accept these obligations may result in cancellation of the award and issuance of the award to the next most qualified contractor.

3. Additional Terms and Conditions

The State reserves the right to include additional terms and conditions during the process of contract negotiations. These terms and conditions must be within the scope of this RFP and will be limited to clarification, definition, and administrative and legal requirements.

4. Standard Contract Provisions

The successful contractor will be required to sign the standard contract form for professional services, Form 02-093 (Exhibit 1). The contractor will comply with the applicable provisions of Appendix A of this form. Any alteration of these general provisions must be approved by the Department of Law before the contract can be accepted by the Issuing Office.

5. Insurance Requirements

The successful contractor must secure satisfactory insurance coverage as required by the Department of Administration, Division of Risk Management. Please review Appendix B of Form 02-093A, State Saved Harmless and Insurance Provisions, for details on required coverages. A copy is included in this RFP for your reference (Exhibit 2). Professional Liability Insurance (Article 2.4) is not required.

6. Reproduction Rights

The contractor agrees that the department will retain all reproduction rights to the selected design. Under the terms of the awarded contract, however, the successful contractor will have the right to sell art print reproductions from one (1) printing of limited editions and any supplemental products authorized by the department.

7. Liquidated Damages

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

8. Changes of Key Members

After award of the contract, the State reserves the right to approve any change in the personnel whose participation in the project is specifically offered in the contractor's proposal. This is to ensure that persons with vital experience and skill are not arbitrarily removed from the project by the prime contractor.

9. Termination

The state, 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.

IV. BACKGROUND

Unlike many other states that rely on migrant waterfowl from northern breeding areas, Alaska is a major waterfowl producer. Alaska annually produces a fall flight of about 10 million ducks and one million geese to all four North American flyways and neighboring countries. Most of this waterfowl production can be attributed to a few large wetlands districts (i.e., Copper River Delta, Yukon-Kuskokwim Delta, Yukon Flats) and the sheer geographic expanse of wetlands throughout the state.

Waterfowl habitat in Alaska becomes especially important to continental populations when drought in the prairies pushes birds north to breed. Most of Alaska's wetlands, however, are only marginally productive in comparison with the prairies and parklands of the mid-continent, and little is known about the ecological requirements of waterfowl in our coastal, subarctic and arctic regions.

Waterfowl management in Alaska provides both opportunities to evaluate and enhance waterfowl production, and responsibilities to conserve and maintain management plans for the benefit of other states and countries. Waterfowl conservation stamp programs in other states have been profitable and effective in raising funds to meet these opportunities and responsibilities.

The Alaska Waterfowl Conservation Stamp program was authorized by the 1984 Alaska State Legislature (Ch. 71 SLA 1984). Revenue from the stamp program will be used for (1) the conservation and enhancement of waterfowl; (2) the acquisition, by lease or otherwise of wetlands that are important for waterfowl and public use of waterfowl in the state; (3) waterfowl related projects approved by the Commissioner; (4) the administration of the waterfowl conservation program; and (5) emergencies in the state as determined by the governor.

The primary objectives of the waterfowl conservation stamp program are to benefit waterfowl and their habitats within the state and provide a nationwide opportunity for waterfowl hunters, waterfowl viewers, and art and stamp collectors to contribute financial support to the Alaska waterfowl management program, thereby benefiting an international resource.

In 1985, the first year of Alaska's Waterfowl Conservation Stamp Program, the department received ten business proposals and 35 associated paintings. The number and quality of original designs was exceptional. A six-member evaluation panel judged both artwork and business proposals. The panel unanimously recommended that Voyageur Art of Minneapolis, Minnesota be selected as the publisher for Alaska's first-of-state waterfowl stamp and print, and that the design be their submission from Daniel Smith, a depiction of three emperor geese on a snowy shore.

Additional information about Alaska's 1985 program, waterfowl conservation programs in other states and, more specifically, the goals of the department for this project is available from the Issuing Office upon request.

V. SCOPE OF WORK

All prospective contractors are required to carefully review the following minimum requirements for design, production, marketing, and project administration for the 1986 Alaska Waterfowl Conservation Stamp and Art Print Program.

A. Artist and Design Requirements

The subject of the 1986 Alaska Waterfowl Conservation Stamp and Art Print will be the Steller's eider (Polysticta stelleri). The design must be a full-color realistic rendering of a Steller's eider(s) in an identifiable setting of Alaskan habitat. To establish a uniform basis for selection, all artwork must be between 13" X 18" and 19½" X 27" in size. Designs must be original, never have been reproduced, and not have been entered in competition for or used in any Federal or State waterfowl stamp or print program. Each artist may submit only one design for the 1986 competition, and each publisher may submit no more than one proposal. Each publisher may include no more than ten (10) designs by artists who reside outside of Alaska, and should include at least two (2) designs by Alaskan artists. The Issuing Office will maintain a list of Alaska artists who have expressed interest in the program.

Professional experience is not a requirement for entrant artists, but reputation of the artist and prior awards will be criteria for judging marketability of the design. The chosen original artwork and all reproduction rights will become the property of the Alaska Department of Fish and Game. The Department intends to exhibit the 35 most highly regarded works at public displays in Anchorage and Juneau.

B. Publisher's Responsibilities

1. Design Arrangements

Prior to submission of proposals and artwork, publishers and artists must come to terms on the amount and form of payments to the artist. Artist payment is solely the responsibility of the selected Contractor. On or about February 15, 1986 the Contractor is required to provide the Department, for review, camera-ready copy of the selected design in a proportional size format for the printing of the waterfowl stamp. Overlays shall be included, with artwork and wording as in Exhibit 3. The Contractor shall ensure that, prior to the printing of the waterfowl stamp and the art print, the artist will proof the products and participate in quality control of production processes.

2. Production of Stamps

On or before May 1, 1986 the contractor will be required to deliver to the department WITHOUT CHARGE a

minimum of 81,000 stamps, produced, printed and packaged according to the following specifications:

- a. A minimum of 81,000 stamps, to consist of 2700 sheets of 30 stamps each, is required. Any overage or misprinted stamps must be destroyed by shredding. An affidavit by the Printer as to disposition of stamps shall be provided to the department.
- b. Printing will be two sides, head to head. Four (4) full size final press sheets will be provided to the department. Press sheets will not be gummed, numbered or perforated.
- c. Stamp size will be 1-3/8" X 2" as set forth in Exhibit 4. Each sheet will consist of thirty (30) stamps perforated on all four sides of each stamp. Perforations will be pinhole with fourteen (14) pinholes per inch.
- d. Each sheet is to be serially numbered (from 0001 to 2700) in each corner of the selvage area, to form plate blocks (Exhibit 4). Each stamp is to be consecutively numbered from 00001 to 81000 with numbers printed on the back in black ink.
- e. Kromalin proofs shall be sent to the department.
- f. Stock should be 70# White S.D. Warren "Waterflo" gloss or an equivalent quality stock specified by the department. Printing ink should be 4-color process on the front side and PMS 421 (gray) on the back side. Printing should be high quality -- 133 line press or better.

3. Packing and Shipping

Sheets of 30 stamps will be packaged or boxed in 100s, slip-sheeted to prevent sticking, with the lowest sheet number at the top of the package. All packages will be marked to show the sheet numbers and stamp numbers. All shipping and insurance charges are the responsibility of the contractor. Shipping must be by a qualified shipper to ensure against loss or delays in delivery.

4. Additional Terms and Conditions

Except as provided, it is the intention of the State of Alaska to have exclusive rights for the sale of all stamps, and no more stamps than are specified in the negotiated contract shall be printed except upon written order from the department.

The State of Alaska will reserve a number of serial stamps specifically for the purpose of accompanying the

limited edition prints. The contractor must state in the proposal the quantity of stamps and the serial numbers desired.

Stamps are to be sold by the contractor with all art prints, and also sold separately to collectors. Stamps will be purchased from the state by the contractor for the sum of five dollars (\$5.00) each, payable in accordance with the terms of the negotiated contract.

The printing process may be monitored by a representative of the department. Delivery of the printing plates is to be made by the printer directly to the Issuing Office of the department upon completion of press run and acceptance of stamps by the department.

5. Production of Prints

The contractor will have exclusive rights to reproduce the design submitted, as allowed by the contract, and to market prints in the following series of editions:

- a. Regular Edition -- numbered, signed by artist;
- b. Medallion Edition -- numbered, signed by artist, with gold-plated medallion;
- c. Executive Edition -- numbered, signed by artist, artist remarque, with gold-plated medallion.
- d. Conservation Edition -- numbered separately, signed by artist, labeled as "Conservation Edition." The series will be provided at no cost to the department for promotional purposes.

Edition sizes will be the same as those in 1985 unless otherwise specified in the contract. The department will retain all other reproduction rights. Any other proposed editions or use of the image on products to be sold to the public must be specified in the proposal.

The overall size of the print must be at least 12 inches by 14 inches with an image size of at least 6½ inches by 9 inches.

The contractor will purchase a stamp from the department to accompany each print. The lowest numbered prints will be provided to Alaska dealers. The contractor will be provided with a registry list of purchasers of 1985 stamps and prints to which to offer a continuing series. The contractor will provide the department with a registry of purchasers of the 1986 stamps and prints.

6. Advertising and Marketing

This section addresses the responsibilities of the contractor only as a publisher for the program and the contractors interactions with distributors. If the contractor will act also as a distributor, products,

services, and costs as a distributor should be clearly separated and described as outlined in the following section on Distributor Responsibilities and Exhibit 6.

The contractor will be responsible for conducting an aggressive nation-wide advertising and marketing campaign for the prints and stamps. All costs associated with the campaign will be the responsibility of the contractor. The contractor will establish a common release date for the first release of advertising material by all distributors. The campaign should include:

a. Advertising

i. Direct Nationwide Magazine Advertising

The contractor will advertise prints and stamps nationally and regionally in magazines to include, but not be limited to:

Ducks Unlimited Magazine, Wildlife Art News, Prints Magazine, Waterfowler's World, Wildfowl, Alaska Magazine, and Alaska Outdoors.

An advertising schedule, including magazine and issue, size of ads, and costs must be included with the proposal (Exhibit 5). The schedule will be a part of the negotiated contract. The ads will be professionally designed, and proof of advertising must be submitted as part of the contractor's monthly reports to the department.

ii. Direct Local Newspaper Advertising

The contractor will advertise locally in Alaskan newspapers. An advertising schedule, including anticipated size of ads, name of newspaper and frequency of advertising should be included with the proposal. The schedule will be a part of the negotiated contract. Publications will include, but not be limited to:

The Juneau Empire, Anchorage Daily News, Anchorage Times, Fairbanks Daily News Miner, Homer News, Ketchikan News, The Tundra Times, Southeast Log, and Lome Nugget.

These advertisements will identify dealers whenever dealer information is provided to the contractor, and ads will be aimed at educating collectors and directing them to their local source of prints.

b. Marketing Plan

The contractor will develop and describe a detailed marketing plan in the proposal that includes a list of proposed distributors, a copy of the publisher/distributor agreement, cost distribution of products, distributor discounts, and advertising incentive programs, as well as a description of the contractor's proposed mail order promotions, press releases, trade and art show promotions, public appearance schedule of artist, and other marketing approaches. The proposal should also describe special provisions for marketing within Alaska and service to local distributors.

- i. List of Proposed Distributors -- the proposal should list all national and Alaska distributors expected to market prints and stamps, as well as describe the criteria for qualification as a distributor.
- ii. Publisher/Distributor Agreement -- provisions of this agreement should ensure that the distributor:
 - (a) make timely payments
 - (b) advertise and provide verification
 - (c) provide dealer incentives
- iii. Cost Distribution of Products -- the proposal should include a schedule of retail, wholesale, and distributor costs for each edition of prints, posters, or other products to be sold to the public.
- iv. Distributor Discounts and Incentives -- the proposal should describe any volume discounts and advertising credits to distributors that would escalate according to the number of prints ordered. In addition, the proposal should describe a cooperative program with participating Alaskan dealers that would provide them with national advertising at no cost. Such a program would encourage greater dealer participation in marketing the Alaska waterfowl stamp and print.
- v. Mailing and Press Releases - the contractor will produce press releases for national media and conduct periodic mailing to distributors to provide promotional support, transmit news on the status of sales, and inform dealers of the purpose of the program, the nature of the design subject, and artist's background.

- vi. Artist Appearances and Trade Shows -- the proposal should list a schedule of artist appearances, in Alaska and elsewhere, as well as any trade shows where the design and program will be promoted.
- vii. Other Marketing Methods -- the proposal should describe any innovative or expanded marketing approaches (e.g. telemarketing, catalog sales) that will be used to promote sales and the program.
- viii. Alaska Marketing Program -- the contractor should describe any special marketing approaches and materials that are tailored to meet the broad geographical, cultural and communications circumstances of Alaska. Special marketing support for Alaska distributors and dealers should be proposed. These facets of the program are important to maintain and expand the number of Alaska print and stamp collectors and dealers.

c. Marketing Aids

The contractor will produce marketing aids, available to distributors at cost and, as specified, to the department at no charge, including:

- i. Press proofs -- full-size color prints (stamped "Sample Not for Sale") with facsimile of stamp; 20 for the department.
- ii. Full-color mailers -- to be 8½" x 11" in size with information about the print, department program, and artist; 200 for the department.
- iii. Black and white glossy photos -- for use in advertising campaigns and press releases.
- iv. Posters
 - (1) 1200 posters specifically designed for license vendors of the state "duck stamp" and to be distributed by the department.
 - (2) Quality art posters designed to promote the print and stamp program; 50 to the department. Posters may be given to distributors and dealers free of charge for promotional purposes. The State will receive a royalty on each poster sold.
- v. Artist information flyer.

7. Administration

The publisher must be able to cover all expenses up front for advertising, printing, and other financial obligations; to meet the proposed time table for the project; and to fulfill all other conditions and terms of the negotiated contract. Any anticipated support from the department must be detailed in the proposal and agreed to in negotiations.

The department expects to receive a royalty on each print sold at the wholesale price and on the sale of any full-color posters and supplemental products.

The proposal should include a complete accounting of Publisher Costs (see Exhibit 6). If the Publisher will also act as a distributor, the proposal should differentiate between "publisher" and "distributor" costs.

The contractor will be required to provide the department with an accounting of all expenses related to this project, as well as production and disposition of products. The accounting will be in the form of an audit report. The audit report will be from an independent Certified Public Accountant and will include the auditor's opinion as to the fairness of the financial statements presented therein. The audit will disclose whether expenses and payments were in accordance with the provisions of the negotiated contract.

If underpayments are made, the contractor shall be required to remit the underpayment to the department together with penalty at a rate of EIGHTEEN PERCENT (18%) PER ANNUM from the date of the underpayment through the date of the final payment. The audit report may be reviewed by the State of Alaska Division of Finance.

All payments will be remitted to the department no later than March 1, 1987. A proposed schedule of payments must be included in the proposal.

C. Distributor Responsibilities

The success of the stamp and print program depends on a broad, effective network of distributors and dealers to maintain and increase sales. Proposals should describe the expected relationship between publisher and distributors, anticipated responsibilities of distributors, and any marketing strategies proposed by distributors. If the publisher will act as a distributor, the proposal should detail the contractor's services in that capacity, including:

- a. Cooperative advertising and dealer incentives,
- b. Distributor-Dealer Marketing Plan,
- c. Pricing and volume discounts, and
- d. Marketing aids for dealers (e.g., counter display cards, ads.).

Although the department has no desire to exercise control over distributors or urge divulgence of their competitive strategies, the department is interested in the effort publishers propose to make on their own behalf to promote the program as distributors.

D. Time Schedule

The following is a proposed time line for this contract including due dates of deliverables. Asterisks mark dates that are not negotiable. All other dates may be negotiated and should be specified in proposals.

| | DATE |
|---|----------|
| *Deadline for receipt of proposals | 12/06/85 |
| Award of contract | 1/01/86 |
| Provide advertising schedule | 2/01/86 |
| Delivery of camera-ready copy of- | |
| stamp design to department | 2/15/86 |
| Beginning of advertising campaign | 3/01/86 |
| Delivery of kromalin proofs | 4/01/86 |
| Delivery of final press sheets | 4/01/86 |
| *Delivery of all stamps and | |
| printing plates | 5/01/86 |
| End of sale of art prints | 8/31/86 |
| Printing date for art prints | 9/01/86 |
| *Waterfowl hunting season begins | 9/01/86 |
| Delivery of Conservation Edition prints | 9/30/86 |
| Distribution date of art prints | 9/30/86 |
| Return of original artwork and | |
| delivery of printing plates | 9/30/86 |
| Final payments to department | 3/01/87 |
| Submission of audit and final report | 3/01/87 |
| Submission of progress reports | monthly |

E. Artwork and Proposal Content

1. ARTWORK

- a. The design shall be an original full-color rendering of a Steller's eider(s), minimum size 13" X 18", maximum size 19½" X 27".
 - i. All artwork shall be mounted and matted, with plain white matte board (2½" wide on top and sides and 3" wide on bottom) and covered with an acetate overleaf but not framed or under glass.
 - ii. Artist's name, publisher affiliation, mailing address, telephone number, summary of artist background, and credits or awards should be enclosed with the artwork.
 - iii. Artist's will assign, and state in the proposal, a dollar value to their work.

b. To promote the Alaska Waterfowl Conservation Program, the 35 most highly regarded entries, as judged by the evaluation committee, will be publicly displayed for one week each at the Anchorage Historical and Fine Arts Museum and at the Alaska State Museum in Juneau, Alaska. Artists who do not want their paintings displayed must so specify in the publisher's proposal, or in a letter accompanying the artwork.

c. Shipping

i. Artwork may be shipped either by the publisher or directly by artists to the mailing address specified on page 4, item 4. All artwork must be shipped in a reuseable protective carton. Both cartons and the reverse side of paintings should contain the name and address of both artist and publisher.

ii. Artwork on public display will be shipped for return no later than February 1, 1986. All other entries will be shipped by January 10, 1986. Shipment will be in the original container and be sent to the point of origin. Return shipping charges will be borne by the department; however, charges for insurance or special handling will be the responsibility of the artist or publisher and must be requested at the time the artwork is submitted.

iii. The department will be held harmless for loss or damage to artwork during shipment.

2. PROPOSALS

Proposals should be complete without being unnecessarily costly or lengthy. Failure to provide necessary information could result in rejection of the proposal; supplemental information will not necessarily be requested prior to issuance of the Notice of Award. The format and content should closely reflect the following outline:

a. A letter of transmittal containing the complete name and address of the firm; name, mailing address, and telephone number of the contact for the proposal; a statement of corporate commitment to the project; names of the artist(s) and other subcontractors; and a statement confirming that the proposal will remain valid for at least 90 days.

b. A title page showing:

1986 Alaska Waterfowl Conservation Stamp
and Art Print Program
ATN# 86-0262
(Firm Name)
(date)

c. Table of Contents

d. Summary

Proposer's understanding of the Waterfowl Stamp Program and a statement explaining why your proposal should be selected.

e. Synopsis of artworks submitted, artists' background and awards, and other pertinent information on the designs.

f. Methodology

A detailed description of the proposer's approach to accomplishing the tasks described in the Scope of Work in this RFP. At a minimum, the description should include:

- i. Stamp production information, including processes, materials and specifications of the stamp, and proposed delivery dates of the camera-ready design, kromalin proofs and completed stamp.
- ii. Print production information, including processes, materials and specifications of the print, packaging and handling methods, and proposed delivery dates of all editions.
- iii. Description, specifications and production information on any supplemental products to be sold, such as posters, knives, note cards, etc.
- iv. Advertising information, including the proposed outlets and time schedule for advertising (Exhibit 5), examples of advertisements and promotional materials to be used, and marketing programs to be developed specifically for this contract.
- v. Marketing Plan, including list of distributors, distributor agreement, pricing structure, volume and advertising discounts, mailings and press releases, artist appearances and trade shows, and special marketing efforts in Alaska.

- vi. Marketing aids available to distributors, including exhibits of flyers, counter display cards, press proofs, posters and ads.
- vii. Proposed project schedule, as in Time Schedule under Scope of Work, and dates for deliverables to the department.

g. Personnel and Organization

- i. Organizational chart of all persons, joint contractors, and subcontractors involved in the project, showing lines of authority and categories of responsibilities.
- ii. Resumes of the contractor's key personnel, reflecting their experience in similar projects, duties in regard to this project, and commitments to other projects during the performance period of this project.
- iii. Summaries of subcontractor's capabilities, experience in similar projects, and their expected commitment of time and facilities to this project.
- iv. Summary of the contractor's corporate experience and performance record, including samples of previous work, participation and role in other stamp/print programs (e.g. publisher, distributor, dealer), references, and other materials relevant to evaluating the contractor's ability to perform.
- v. A current corporate financial report, statement on proposed financing for this program, if applicable, and proposed source and methods of accounting and independent audit.

h. Budget

- i. Summary of all anticipated costs (complete Exhibit 6) and a description of expenses considered as administration, overhead and indirect costs. Any distributor discounts or incentives should be clearly identified. If the publisher will also act as a distributor, a separate accounting of anticipated distributor costs must be submitted.
- ii. Summary of all income, including gross income from projected wholesale sales, cost recovery from distributors on promotional aids, and any other income or subsidies.
- iii. Projected revenues to the artist, the department and others, describing how revenues are

calculated, forms of payment and critical assumptions.

iv. Schedule of payments and circumstances affecting the schedule.

VI. EVALUATION CRITERIA

All proposals will be evaluated according to general criteria in the following weighted categories by a committee selected by the Alaska Department of Fish and Game.

| <u>Weight</u> | <u>Criteria</u> |
|---------------|--|
| 30% | Artwork-- Technical accuracy, composition, quality of design, marketability, and artist credentials. |
| 20% | Methodology-- How the contractor will manage the project, stamp and print specifications, advertising campaign, marketing plan and work schedule. |
| 25% | Personnel and Organization-- Qualifications of the firm or firms, organization, prior experience and performance record, commitment to the project. |
| 25% | Budget-- Reasonableness of expenses, reasonableness of projected income, and potential revenue to the state. |



EXHIBIT 1
STATE OF ALASKA

STANDARD AGREEMENT FORM
FOR PROFESSIONAL SERVICES CONTRACT

| |
|---------------------------|
| State Contract No. |
| Contract Type |
| Encumbrance Reference No. |
| Contract Authority No. |

This contract is between the State of Alaska,

Department of _____ *hereafter, the State, and*

Contractor _____ *hereafter, the Contractor*

Mailing Address _____ Street or P.O. Box _____ City _____ State _____ Zip Code _____

ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Services:

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 this contract begins _____, 19____, and ends _____, 19____. Performance may be extended for additional periods by the written agreement of the parties.

ARTICLE 4. Consideration:

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 State Contract Number and send the billing to:

Department of _____ Attn: Division of _____

Mailing Address _____

| CONTRACTOR | STATE |
|--|---|
| Name of Firm | Department or Agency/Division |
| Signature of Authorized Representative | Signature of Project Director |
| Typed or Printed Name of Authorized Representative | Typed or Printed Name of Project Director |
| Title | Title |

| APPROVAL BY THE CONTRACTING AGENCY | APPROVAL BY THE DEPARTMENT OF ADMINISTRATION |
|--|--|
| <i>NOTICE! This certifies availability of funds.</i> | |
| Signature of Head of Contracting Agency or Designee | |
| Typed or Printed Name of Authorizing Official | |
| Title | |
| Date | |

NOTICE! This contract has no effect except as an offer by the Contractor until it is approved by the Department of Administration.

**APPENDIX A
GENERAL PROVISIONS**

Article 1. Definitions.

1.1. In this contract and appendices, "Project Director" means the person who signs this contract on behalf of the Department and includes a successor or authorized representative.

1.2. "Department" means the agency for which this contract is to be performed and for which the Project Director 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 without bias by the Director of the Department's Division of Administrative Services (or, if none, the Department's Administrative Officer), who shall reduce his decision to writing and mail or otherwise furnish a copy of it to the Contractor. The decision of the Director is final and conclusive unless, within 30 days from the date of receipt of that copy, the Contractor mails or otherwise furnishes to the Project Director a written appeal addressed to the Commissioner of the Department. The Commissioner shall appoint a three-person board from the Department to hear the appeal, none of whom may be from the Division of Administrative Services. The decision of the board is final and conclusive, unless it is fraudulent or not supported by substantial evidence. In any proceeding under this article, the Contractor has a right to be heard by an unbiased panel and to offer evidence in support of his appeal. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Director of the Division of Administrative Services decision.

3.2. This disputes article does not preclude consideration of questions of law in connection with decisions provided for in paragraph 3.1 above. However, this article does not make the decision of any administrative official, representative or board on a question of law final or conclusive.

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, physical handicap, sex, or marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the position do not require distinction on the basis of age, physical handicap, sex, or marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall take affirmative action to insure that the applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age, sex, or marital status. 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, physical handicap, sex, or marital status.

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' 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 construction, maintenance, or service 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 the office or agency of the State of Alaska which seeks 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 in 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.

This contract is personal and 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 Department of Administration, Division of Finance.

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 Department of Administration.

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, and other work developed in the performance of this agreement are 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.

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.*

No member of or delegate to Congress, United States Commissioner, or officials of the state or federal government may be admitted to any share or part of this contract or to any benefit to arise therefrom.

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, contingent fee, or brokerage 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.

* Articles 13 and 14 are to be used only if the professional services contract is federally funded.

EXHIBIT 2

APPENDIX B

STATE SAVED HARMLESS & INSURANCE PROVISIONS

Article 1. State Saved Harmless.

The Contractor shall indemnify, save harmless, and defend the State, its officers, agents and employees from liability of any nature or kind, including costs and expenses, for or on account of any and all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person or persons or property as a result of any error, omission or negligent act of the Contractor relating to its performance of this contract.

All legal actions or claims including defense costs resulting from injuries or damages sustained by any person(s) or property arising from the Contractor's performance of this contract which will result in joint liability of the State and Contractor shall be apportioned on a comparative fault basis. Any such joint liability on the part of the State must be due to active negligence on the part of the State.

Article 2. Insurance.

During the life of this contract, the Contractor shall purchase and maintain insurance with a carrier or carriers satisfactory to Department of Administration, Division of Risk Management covering injury to persons or property suffered by the State of Alaska or a third party, as a result of errors or omissions or operations which arise both out of and during the course of this contract by the Contractor or by any subcontractor or anyone directly, or indirectly employed by them. The coverage will also provide protection against injuries by all employees of the Contractor and the employees of any sub contractor engaged in work under this contract. A Certificate of Insurance will be furnished to the Contracting Officer prior to beginning work under this contract. This certificate will show evidence of coverage and provide a written thirty (30) day prior notice to the Contracting Officer, of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

Before performing under this contract, evidence of the following coverages will be provided:

2.1. Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, workers' compensation insurance as required by A.S. § 07.05. The Contractor shall be responsible for workers' compensation insurance for any Subcontractor who directly, or indirectly provides services under this contract, to include:

- 2.1.1. Statutory coverage for states in which employees are engaging in work.
- 2.1.2. Employer's Liability Protection in the amount of \$500,000 per person/\$500,000 per occurrence.
- 2.1.3. Broad Form All State's Endorsement.
- 2.1.4. All State and Federal Acts where applicable.
- 2.1.5. Voluntary compensation endorsement.

2.2. Comprehensive General Liability with coverage limits per contract schedule:*

- 2.2.1. Premises Operations.
- 2.2.2. Independent Contractors.
- 2.2.3. Products/Completed Operations.
- 2.2.4. Blanket Contractual.
- 2.2.5. Personal Injury.

2.3. Comprehensive Automobile Liability with coverage limits per contract schedule: *

- 2.3.1. All Owned Vehicles.
- 2.3.2. All Hired Vehicles.
- 2.3.3. All Non-owned Vehicles.
- 2.3.4. Uninsured Motorists.

2.4 Professional Liability with coverage limits per contract schedule.*

2.4.1. Coverage for all errors, omissions or negligent acts which the Contractor, employees, or the subcontractors may make which result in financial loss to the State of Alaska.

2.4.2. The Contractor is responsible for providing professional liability insurance at the Contractor's own expense. At the Contractor's option, this coverage may be obtained through the State's blanket professional liability policy at rates commensurate with the professional liability coverage and limits which are provided. If the Contractor elects to purchase the State's insurance, the reasons for not providing his own coverage must be stated in writing.

The coverage will apply only to those contractor operations which arise out of the State contract. If the Contractor has more than one State contract, separate insurance must be purchased for each contract.

If the Contractor is providing professional liability insurance for any active State contract, he is ineligible to purchase the State professional liability insurance.

*LIMITS FOR ALL INSURANCE ARE PER THE FOLLOWING SCHEDULE

| Contract Amount | Minimum Required Limits |
|---------------------------|---|
| Under \$50,000 | \$ 250,000 per Occurrence/Annual Aggregate |
| \$ 50,000 - \$ 99,999 | \$ 500,000 per Occurrence/Annual Aggregate |
| \$ 100,000 - \$ 749,999 | \$1,000,000 per Occurrence/Annual Aggregate |
| \$ 750,000 - \$1,499,999 | \$2,000,000 per Occurrence/Annual Aggregate |
| \$1,500,000 - \$4,999,999 | \$5,000,000 per Occurrence/Annual Aggregate |
| \$5,000,000 or over | Negotiable - Refer to Risk Management |

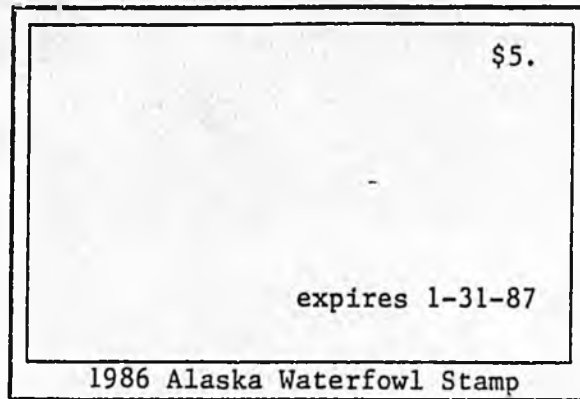
Deductible per loss may not exceed 2% of Contractor's annual gross receipts.

EXHIBIT 3

Front to show with artwork:

1. 1986 Alaska Waterfowl Stamp
2. Price of \$5.00
3. Expiration date

(FRONT)



Reverse to show:

1. Number of stamp
2. This Stamp is Invalid Unless Signed on Face in Ink
3. Alaska Department of Fish and Game

(REVERSE)

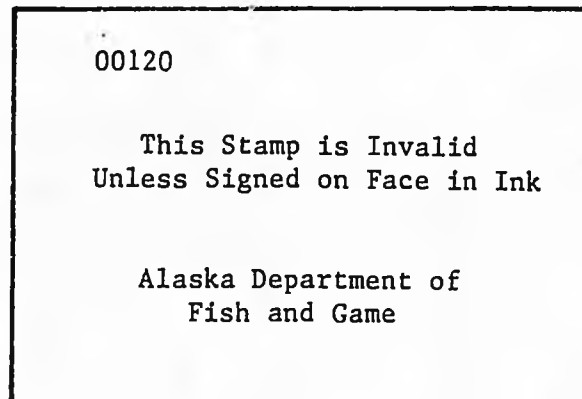


EXHIBIT 4

Stamp sheet layout (not to scale) showing copy, dimensions, perforations and numbering.

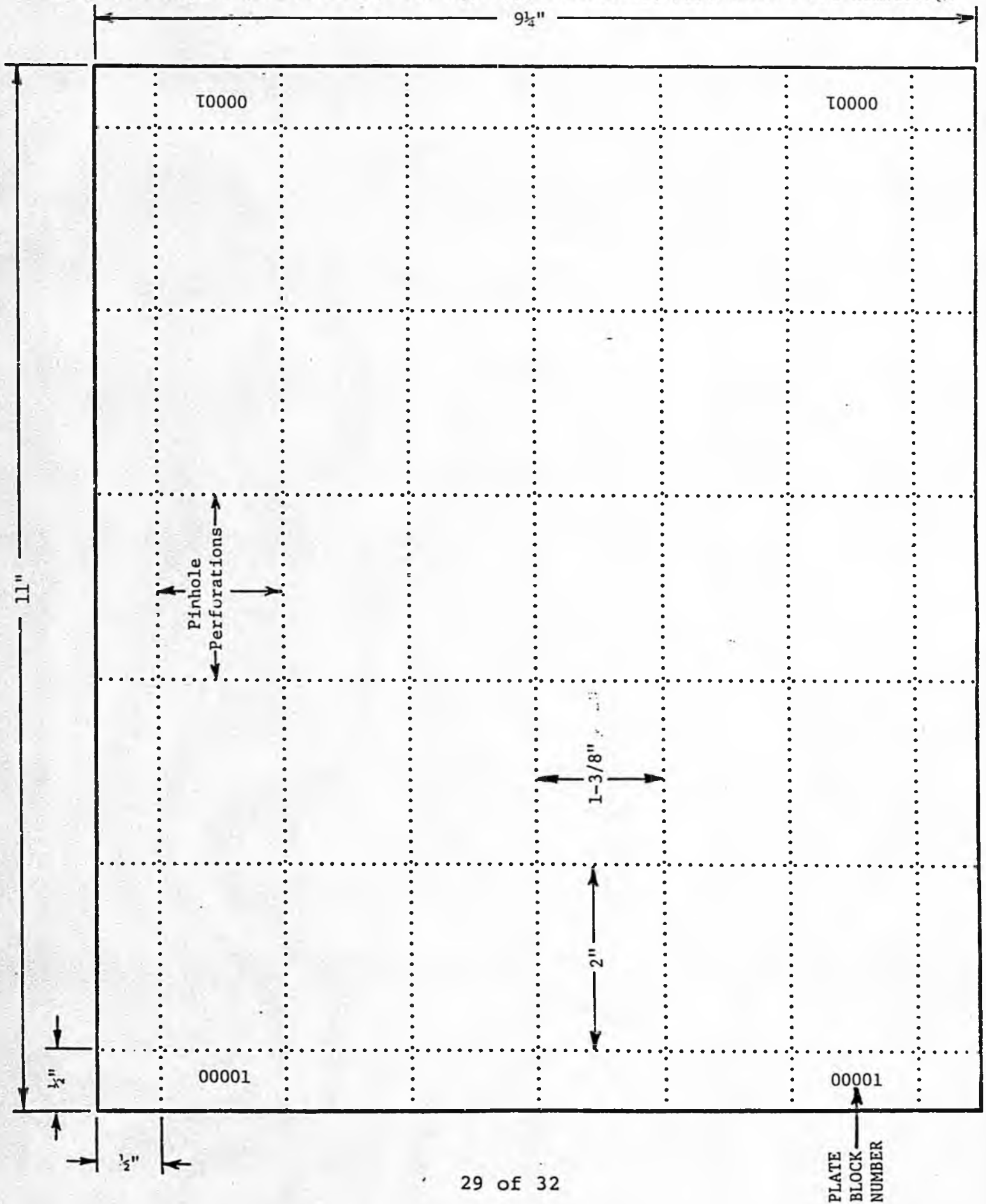


PLATE
BLOCK
NUMBER

EXHIBIT 5

ADVERTISEMENT SCHEDULE FORM

| Names of Publications | Date of Issue | Size of Ad | Color or B&W | Estimated Costs |
|--|---------------|------------|--------------|-----------------|
| Feb | | | | |
| Mar | | | | |
| Apr | | | | |
| May | | | | |

Advertisement Schedule Form (continued)

| Names of Publications | Date of Issue | Size of Ad | Color or B&W | Estimated Costs |
|-----------------------|---------------|------------|--------------|-----------------|
| Jun | | | | |
| Jul | | | | |
| Aug | | | | |
| Sep | | | | |

Use additional sheets, as necessary. Use separate forms for newspapers and magazines.

EXHIBIT 6

PUBLISHER/DISTRIBUTOR COSTS

| Direct Publisher Costs | Costs per number of Limited Edition Prints | | | |
|-----------------------------------|--|-------|-------|-------|
| | 3000 | 5000 | 7000 | 10000 |
| Print Production | ----- | ----- | ----- | ----- |
| Stamp Production | ----- | ----- | ----- | ----- |
| Poster Production | ----- | ----- | ----- | ----- |
| Flyer Production | ----- | ----- | ----- | ----- |
| Shipping/Handling | ----- | ----- | ----- | ----- |
| Medallion Production | ----- | ----- | ----- | ----- |
| Magazine Ads | ----- | ----- | ----- | ----- |
| Newspaper Ads | ----- | ----- | ----- | ----- |
| Indirect Expenses | ----- | ----- | ----- | ----- |
| Travel | ----- | ----- | ----- | ----- |
| Administration | ----- | ----- | ----- | ----- |
| Other Marketing Aids (Specify) | ----- | ----- | ----- | ----- |
| | ----- | ----- | ----- | ----- |
| TOTAL | ----- | | | |
| Distributor Costs* | 500 | 1000 | 2000 | 3000 |
| Magazine Ads | ----- | ----- | ----- | ----- |
| Newspaper Ads | ----- | ----- | ----- | ----- |
| Local Advertising | ----- | ----- | ----- | ----- |
| Dealer Incentives | ----- | ----- | ----- | ----- |
| Overhead | ----- | ----- | ----- | ----- |
| Travel | ----- | ----- | ----- | ----- |
| Other (Specify) | ----- | ----- | ----- | ----- |
| TOTAL | ----- | | | |

*Note: refer to p. 18, under "Distributor Responsibilities."