



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Natural Resources

DIVISION OF PARKS AND OUTDOOR
RECREATION KENAI/PRINCE WILLIAM
SOUND REGION

PO Box 1247
Soldotna, AK 99669
Main: 907-262-5581
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November 2, 2020

Re: Permit to Provide Boat Launch Services at Deep Creek State Recreation Area

Dear Prospective Boat Launch Operator:

The State of Alaska, Department of Natural Resources, Division of Parks & Outdoor Recreation (DPOR) is offering an opportunity for a qualified business to obtain an exclusive Competitive Permit for Commercial Activities to provide boat launch services at Deep Creek State Recreation Area. The site is located near Ninilchik, AK, and is approximately 35 miles south of Soldotna, Alaska. Applications must be received at the issuing office no later than Monday, January 4th, 2021, at 4:00 p.m. Copies of the bid packet and permit application are available at the Kenai Area Park office or on-line at www.alaskastateparks.org

The enclosed information explains the procedures DPOR will follow to seek competitive bids prior to awarding a permit to a single operator. The permit is being granted for five years, with an option to renew for up to five additional years. The bidding procedure is explained in the bid packet, Request for Bids (RFB). The permit will be awarded based upon:

1. A minimum bid of \$100.00 permit processing fee and 10% percent of gross revenue.
2. The operator's ability to perform, methods and resources,
3. The operator meeting license and insurance requirements,
4. The operator's experience and references,
5. The best value or return to the State.

The proposal will be evaluated by a team selected by the issuing office, in accordance with the criteria described in the RFB.

The RFB contains numerous permit stipulations that should be read and understood before a bid is offered. If an operator fails to provide a satisfactory service, the permit may be revoked without refund. The State does not guarantee that an operator will make a profit with this permit, and the State does not assume any risk of loss. The permit only authorizes the operator to use a State Park area to conduct a legal commercial enterprise.

Please note that corrections or additions may be made to the RFB that could change the content of the proposal (see Section 1.10). If you receive your packet over the web, be sure to let the Alaska State Parks know your name and

contact information so that you can be notified in the event of any addenda.

DPOR is also soliciting proposals for boat launch services at Anchor River State Recreation Area during this same time and may entertain proposals for one business to provide boat launch services at both Anchor River SRA and Deep Creek SRA. Businesses interested in doing so, should submit two separate proposals. In addition, DPOR also plans to issue a separate request for bids to operate the Anchor River SRA campgrounds.

Please contact me if you are interested in further details or have questions. Thank you for your interest in the Alaska State Park system.

Sincerely,

Jack Blackwell

Jack Blackwell

Superintendent

Kenai/Prince William Sound Region

REQUEST FOR BIDS
FOR
PROVIDING BOAT LAUNCH SERVICES AT
Deep Creek State Recreation Area
NINILCHIK, ALASKA

Issuance Date: November 2, 2020

Due Date and Time for Bids
January 4th, 2021, at 4:00 p.m.

Issued by:
STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF PARKS AND OUTDOOR RECREATION
KENAI/PWS REGION

All inquiries regarding this RFB shall be directed to:

Pamela Russell, Natural Resource Specialist III
Alaska Division of Parks and Outdoor Recreation
PO Box 1247
Soldotna, AK 99669

Phone: (907) 714-2471
Fax: (907) 260-5992
Email: Pamela.Russell@alaska.gov



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Section 1. INTRODUCTION

This is a Request for Bids (RFB) to all qualified persons, firms, partnerships, corporations, and private/non-profit organizations to submit a proposal for providing boat launch services at Deep Creek State Recreation Area (SRA). The State intends to issue a Competitive Park Use Permit for Commercial Activities authorizing a qualified person, partnership, corporation, or private/non-profit organizations to provide boat launch services beginning in May 2021. The permit will have an initial five-year term and may be renewed for an additional term of five years by mutual written agreement.

The Division of Parks & Outdoor Recreation (DPOR) desires to offer these services at Deep Creek SRA to enhance the public's use and enjoyment of the recreation area. The division has determined that the proposed service is compatible with park resource values and the public's use and enjoyment of the park. The State does not guarantee a profitable operation; rather, applicants are responsible for reviewing the RFB and making their own determination concerning business viability.

1.1 Park Description

Deep Creek State Recreation Area (SRA) is located near Ninilchik, AK. Ninilchik is located at approximately mile 138 of the Sterling Highway. This 172-acre recreation area is located along the ocean beach where Deep Creek enters Cook Inlet and includes a 60-unit campground and boat launching area. Recreational opportunities at Deep Creek SRA include saltwater and freshwater fishing, riding all-terrain vehicles, camping, picnicking, and beachcombing. The beaches provide outstanding views of the Alaska Range, Cook Inlet, and offers recreation for local residents and visitors.

Most saltwater fishing boats launch into Cook Inlet from the beach at Deep Creek SRA at the tractor assisted launch. This service has been provided by a private business operating under a competitive park use permit from DPOR. The property adjacent to the south end of Deep Creek SRA has also offered a tractor assisted boat launching service. Currently, one business has provided the launch service on both the state park and private property.

1.2 Summary of Services to be Provided

The Permittee will be responsible for providing boat launch services at Deep Creek SRA. Private and charter fishing boats are launched into Cook Inlet from the staging area at the base of the hill and bottom of the beach access road.

Following is a summary of services provided by the Permittee:

- Offer to the public a tractor assisted boat launching and retrieval service. This service will be provided along the Cook Inlet beach at Deep Creek SRA.
- The minimum dates and times of operation will be:

May 1 – May 14, 6:00 am to 6:00 pm

May 15 – August 15, 5:00 am – 8:00 pm

August 16 – Labor Day, 6:00 am – 5:00 pm

Provide a first come –first served service to all customers for both launching and retrieval.

Two exceptions to this rule apply, however: an emergency requiring an immediate launch or retrieval to assist a boater in distress; or when rapidly changing tide conditions or heavy surf require that certain boats be retrieved sooner than others waiting, to insure a safe and effective retrieval.

- The contractor shall only be required to launch or retrieve boats that he/she believes his/her equipment and experience will safely allow.
- Park and store boat trailers in designated area.
- Provide traffic control and direction when necessary to facilitate vehicles accessing the launch staging area, and to reduce traffic congestion problems on the highway and main road and onto the beach.
- Manage the boat launch and trailer parking area. This will include keeping the grounds clean of garbage and debris, collecting parking fees, maintaining regulatory and informational signs, and helping direct traffic in the parking lot and staging area.
- Place and maintain a minimum of one portable toilet within the contract premises for use by contract staff and launch customers. This toilet may be rented from local vendors and must be pumped and serviced at least two times per week, or more often as necessary to maintain it to clean and sanitary conditions. This service shall be provided at all time when the launch is open.
- Provide an outdoor covered barrel, garbage can, dumpster, or other suitable receptacle with a lid for litter collection in the area of the office. When full, all garbage shall be removed from the site and deposited at the local Borough waste transfer facility.
- Provide a minimum of at least two operating tractors or other similar vehicle available at all times during the operating season. Tractors should have a minimum of 38 inch drive tires for adequate clearance on this shallow beach. Four wheel drive is recommended. Tractors must be capable of safely launching and retrieving a trailered vessel up to 32 feet long.
- Provide a business phone. In the event the launch service is closed due to weather a message will be promptly placed on the business phone number indicating the launch is closed.
- Develop an emergency response/safety plan prior to operation. Plan will be submitted to the Permit Supervisor by March 15, annually. The Permittee should describe how they will be prepared to respond to emergencies, such as capsized boat, medical incident, law enforcement problem, COVID 19, etc., in their proposal.
- Verbal safety briefings and instructions for the launch and retrieval of each boat will be provided to each new customer or party. New customers will also be given a printed flier or handout describing launch and retrieval safety. Safety shall be stressed in all communications to customers.

1.3 Park to Remain a Unit of the State Park System

The State intends that the park will continue to be identified as a unit of the Alaska State Park

system. All existing signs and other park furnishings that identify the park by name and

Contribute to a consistent and uniform “state park look” will remain in place.

A sign stating, “This facility and service is operated under a commercial use permit issued by Alaska State Parks to *(insert business name)*” shall be placed on or near the fee station or on-site business office.

1.4 Permit Fee Paid to the State

At a minimum, the annual permit fee shall be \$100.00 for the permit processing fee and 10% percent of gross revenue. The payment to the State offered by the Respondent in their proposal will be one factor considered in awarding the permit and may be the subject of negotiations. Based on negotiations, there may be an additional permit fee, such as a higher flat payment, or a higher percentage of gross receipts, per-launch fees, or some other combination. The State is not obligated to accept the application with the highest return to the government. The State reserves the right to issue the permit on the basis of a trade-off between the fee to the government and technical merit.

The State and Permittee may negotiate a reduction in this fee in exchange for the Permittee’s agreement to make major repairs or improvements to the facility, or to compensate the State with goods or services, or as compensation for accepting state park annual passes.

The State will entertain a proposal that establishes a major maintenance account, to be used for repairing non-insured damage to facilities, capital improvement projects such as major cost projects, services, and supplies which address deferred maintenance needs, road improvements, major facility alterations, and unforeseen non-recurring major expenses, etc. This account could be funded with fees generated under this permit.

The permit fee will be subject to negotiation and possible adjustment at the end of the initial five-year permit term.

1.5 Annual Operations Plan

Respondents to this RFB are required to submit an annual operations plan for the 2021 season as a part of their proposal (see **Appendix B**). This plan, the permit stipulations included in this RFB and other portions of the successful Respondent’s proposal shall control the Permittee’s activities allowed in the facility. It is understood that all of these items may be modified by negotiations between the State and successful Respondent (which will become the Permittee). Further, the plan and permit stipulations may be modified during the period of the permit by mutual agreement of the parties.

1.6 Business Plan

Respondents are required to submit a Business Plan. **Appendix C** has a suggested Business Plan format. Respondents should use it or another format that provides the necessary information. The Business Plan will be used to evaluate the respondent’s financial and technical ability.

1.7 Issuing Office

The office issuing this RFB is:

State of Alaska, Department of Natural Resources
Division of Parks and Outdoor Recreation
PO Box 1247
Soldotna, AK 99669

Permit Supervisor: Jason Okuly, District Ranger
Physical Address: 95 Sterling Highway, Suite 2, Homer, AK 99603
Phone: (907) 226-4688
FAX: (907) 235-8386
Email: Jason.Okuly@alaska.gov

All inquiries regarding this RFB shall be directed to:

Pamela Russell, Natural Resource Specialist III
Phone: (907) 714-2471
Fax: (907) 260-5992
Email: Pamela.Russell@alaska.gov

1.8 Deadline for Receipt of Proposals

All Respondents are required to deliver three copies of their proposal in a sealed envelope to the address shown above under "Issuing Office." Proposals must be received at the issuing office on or before 4:00 p.m. on January 4th, 2021. Failure to meet the deadline will result in disqualification of the proposal without review. The proposal, following a required format and including all appropriate attachments, should be delivered in a sealed envelope, clearly labeled as follows:

"PROPOSAL FOR PROVIDING BOAT LAUNCH SERVICES AT
DEEP CREEK SRA"
(COMPANY NAME)

All offers will be recorded as to time and date they were received and distributed unopened to the evaluating team members.

1.9 Questions and Addenda to this RFB

Questions that could substantially change the content of this RFB must be made in writing at least ten working days before the deadline for the receipt of proposals. Answers to questions that significantly change the content of this RFB will be made available to all persons, groups or firms that received an RFB.

1.10 Permit Type, Term, and Renewal

The permit that will be awarded under this RFB is a Competitive Park Use Permit for Commercial Activities. The initial term of the permit will be five years from the date of issuance by the State, after signing by both parties. The permit may be renewed for up to five additional years by mutual written agreement.

1.11 Solicitation and Permitting Authority

The permit will be issued under authority of:

AS 41.21.010

AS 41.21.020

AS 41.21.026

11 AAC 12.300

11 AAC 18.010

11 AAC 18.025

11 AAC 18.040

Copies of these laws and regulations are available for inspection in State offices.

1.12 Summary of Solicitation Process

Later sections of this RFB contain detailed information on the process that will be followed in soliciting proposals and awarding a permit. The required proposal format is detailed in ¶ 3.17. The State will evaluate proposals using the criteria listed in ¶ 3.18 and select the apparent successful respondent for negotiations toward issuance of a permit. The draft permit and stipulations in Section 4 will serve as the starting point for negotiations. If negotiations with the apparent successful respondent are unsuccessful, the State may decide, in its sole discretion, to terminate negotiations. The State may then decide to enter negotiations with the second-rated respondent or reissue the RFB or terminate all further work towards issuance of a permit.

SECTION 2. PARK DESCRIPTION

2.1 Description – Deep Creek SRA

Deep Creek SRA is a 172 acre state park unit with a variety of recreational opportunities, including camping, fishing, picnicking, boating, all-terrain vehicle riding, and beach combing. This recreation area is located near the community of Ninilchik at approximately mile 138 of the Sterling Highway. The recreation area is approximately 40 miles south of Soldotna. There are approximately 100 designated camping sites, 60 day use parking sites, and 3 outhouse style restrooms in this recreation area. A public boat launch (ramp) is located in this park along Deep Creek. The Permittee will provide launching services at the designated area along the Cook Inlet beach.

People are drawn to Deep Creek SRA because of excellent freshwater and saltwater fishing opportunities. Deep Creek is one of the first rivers in south central Alaska to open for King salmon fishing in May. People continue to fish Deep Creek in the summer as the silver salmon arrive. The saltwater fishing in Cook Inlet also attracts people to fish for various species of salmon and halibut and a charter fishing industry has developed providing people with access to off shore fishing opportunities.

Boat launching services have been offered at Deep Creek SRA since the late 1980s under authority given to private businesses with a combination of permits and concession contracts. In 2020, 1,488 boats were launched at the tractor launch. Due to limited space at the facility, and the need to provide for a variety of recreational activities at this recreation area, the Division must limit tractor boat launching to a designated area. This space is not large enough to allow more than one business to operate safely and effectively.

2.2 Management Issues

There are several management issues that are unique to Deep Creek SRA. Ninilchik has volunteer emergency medical staff available for response to the park, with a station located in the community. Currently, Alaska State Troopers are dispatched from the Anchor Point Post. The State Park office, in which the supervisor for this district is stationed, is located in Homer, about 40 miles from the park. A response to park incidents by this supervisor can take at least 60 minutes or longer. The respondent should plan for how they will communicate with public safety agencies for emergency response, and what actions they may take while awaiting help.

The Memorial Day weekend is the busiest weekend of the year at Deep Creek SRA. During this weekend campgrounds and day use areas are almost if not completely full. At this time visitation can exceed the parks capacity. It is imperative to have all staff fully trained, able to communicate with each other, and able to communicate with law enforcement and public safety authorities prior to the start of the season.

The economy of the Ninilchik area is heavily dependent on recreation. As a result, the community has a keen interest in the management and operations of Deep Creek SRA. The respondent must be sensitive to the concerns of the local community and is encouraged to develop positive relations with the community.

Charter boats launching and retrieving vessels at this boat launch service are required to be registered with DPOR and abide by all local, state, and federal regulations. The successful Permittee is prohibited from launching any charter boats not registered with DPOR.

Vandalism is an occasional problem at these sites, and has historically ranged from minor to major. No major incidents have occurred in the past 10-15 years, although incidents of vandalism occur each summer. Examples include spray painting graffiti in buildings, tearing off latrine doors or uprooting barrier posts or signs.

Natural hazards in these parks include exposure to the cold waters of Cook Inlet, with its swift tidal currents, and Deep Creek.

2.3 State-Furnished Supplies

The following supplies will be furnished by the State:

- Forms, at no cost to Permittee:
 - Daily Use Report
 - Monthly Use Report
 - End of Season Report
 - Park User Survey
- Brochures, at no cost to Permittee:
 - Division of Parks and Outdoor Recreation statewide brochures
 - Other park brochures as availability permits
- Self Registration Fee Envelopes
 - Cost: \$60.00/ box of 500 envelopes (\$.12 each)

SECTION 3. SOLICITATION PROCESS, PROPOSAL EVALUATION, AND PERMIT NEGOTIATIONS

3.1 Required Review

All Respondents should carefully review this RFB, without delay, for defects and questionable or objectionable matter. Questions, objections, or comments should be made in writing and received by the issuing office contact person no later than ten days before the proposal opening deadline so that any necessary addenda may be distributed to all interested parties. Protests based upon omissions, errors, or the contents of this RFB may be disallowed if not made known prior to this deadline.

3.2 Addenda to the RFB

Any addenda by the State to this RFB will be in writing and made available to all persons who have received a copy of this RFB from the issuing office. Persons who receive a copy of the RFB from an on-line internet source must notify the issuing office with their contact information so that addenda may be forwarded to them without delay.

3.3 Business and Professional License Requirements

Before a permit will be issued, the successful Respondent must obtain a valid Alaska business license to do business in the State of Alaska. For more information on a license, contact the Department of Commerce and Economic Development, Division of Occupational Licensing, P.O. Box D--LIC, Juneau, Alaska 99811. Telephone 907-465-2534. Website: <http://www.dced.state.ak.us/occ/home.htm>

3.4 Incurred Costs

The State is not liable for any costs incurred by Respondents prior to issuance of an approved permit. All costs incurred as a result of responding to this RFB are the sole responsibility of the Respondent.

3.5 Disclosure of Proposal Contents

AS 09.25.110 requires public records to be open to reasonable inspection by the public. All proposals and other materials submitted, excluding those items specifically designated by the State in the RFB as confidential or proprietary, become the property of the State. Selection or rejection of the proposal does not affect that right. Detailed cost and pricing information will be held in confidence until notice of award. All proposals will be kept on file for a period of two years.

3.6 Right of Rejection

The State reserves the right to reject any proposals that do not address all the requirements of this RFB. 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.

3.7 Evaluation of Proposals

All proposals received will be reviewed and evaluated based on the evaluation criteria outlined in ¶ 3.18 below, by one or more persons assigned from the issuing office.

3.8 Interviews

The State reserves the right to independently interview Respondents if the preliminary evaluation results in two or more Respondents being equally qualified. The interviews will be scheduled at the convenience of the evaluating team and will be limited to clarification to insure a mutual understanding of the proposal's contents. However, the State reserves the right to issue a permit based solely on initial applications, without oral or written discussions.

3.9 Negotiations

If the preferred Respondent fails to provide the necessary information for negotiations in a timely manner, or negotiate in good faith, or cannot perform as specified in the RFB or in the Respondent's proposal, the State may terminate negotiations and negotiate with the next highest ranked Respondent, or terminate award of the permit.

3.10 Notice of Intent to Award

After completion of the evaluation process or preliminary permit negotiations, the State will issue a written "Notice of Intent to Award" to all Respondents. This notice will contain the names and addresses of all Respondents, including the intended recipient of the permit. Delivery of this notice will begin a 30 day appeal period under 11 AAC 02. Final permit award is dependent upon completion of negotiations and approval of the permit by the Permit Supervisor.

3.11 Appeals

All appeals must be in accordance with 11 AAC 02. To be eligible for an appeal a person must be affected by this decision. An appeal must be received in 20 calendar days after the date of "issuance" of this decision, as defined in 11 AAC 02 (c) and (d) and may be mailed or delivered to the Commissioner, Department of Natural Resources, 550 W. 7th Avenue, Suite 1400, Anchorage, AK 99501; faxed to 1-907-269-8918, or sent by electronic mail to dnr.appeals@alaska.gov. If no appeal is filed by this date, this decision goes into effect as a final order and decision on the 31st calendar day after the date of issuance. An eligible person must first appeal this decision in accordance with 11 AAC 02 before appealing this decision to Superior Court. A copy of 11 AAC 02 may be obtained from any regional office of the Department of Natural Resources.

3.12 Additional Terms and Conditions

The State reserves the right to include additional terms and conditions during the course of permit negotiations. These terms and conditions must be within the general scope of the original RFB.

3.13 Proposal as Part of Permit

The Respondent's proposal package will become an integral part of the permit. The proposal's contents will become binding obligations, except where specifically modified during permit negotiations. It shall not, however, be considered the total binding obligation.

3.14 Authorized Signature

The proposal must be signed by an individual authorized to bind the Respondent to its provisions. The proposal must remain valid for at least 60 days. These items are certified in the permit application. (**Appendix A**)

3.15 Respondent's Certification

By signature on the Competitive Commercial Use Permit Application (**Appendix A**), Respondents

certify that they comply with:

- 1) the laws of the State of Alaska;
- 2) the applicable portion of the Federal Civil Rights Act of 1964;
- 3) the Equal Employment Opportunity Act and the accompanying federal regulations; and
- 4) all terms and conditions set out in this RFB.

If any Respondent fails to comply with 1) through 4) of this paragraph, the State reserves the right to disregard the proposal, terminate the permit, or consider the Permittee in default.

3.16 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working under the permit has a possible conflict of interest. If there is a conflict of interest or appearance of a conflict of interest, a brief description of the nature of the conflict must be included in the statement. This is certified within the Competitive Commercial Use Permit Application. **(Appendix A)**

3.17 Required Format

To enable fair and consistent evaluation of proposals, the following format is required. Incomplete forms, or failure to include any of the forms or items requested could result in a lower score with respect to the evaluation criteria to which the information pertains or may result in disqualification of the proposal.

Competitive Commercial Use Permit Application **(Appendix A)**

This form must be completed in its entirety.

Operations Plan and Requested Changes to Permit Stipulations **(Appendix B)**

Business Plan, **(Appendix C)**

The Business Plan will be used to evaluate the respondent's financial and technical ability.

Letters of Reference

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

3.18 Proposal Evaluation Criteria

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

1. Proposed Operation and Services

- How well does the proposal address providing safe, high quality boat launch services at a reasonable cost to the public as requested in the RFB?
- How well does the proposal adequately address providing management and operations of the end of the beach access road parking lot?
- How well do the services meet the needs and convenience of expected users, including the needs of persons with disabilities?

- How well does the proposed operational schedule meet all the requirements specified in the RFB?
- How well do the services compare to those proposed by other respondents?
- How well has the proposal addressed the safety of visitors and staff, given the type of service provided, weather conditions, equipment used, and other conditions anticipated?

2. Managerial Ability and Business Experience

- How well do the Respondent's resume, references, and current or past performance in this kind of enterprise indicate sound business ability and a good client/community relationship?
- How well does the Respondent's resume and references prove that they have the ability to provide the required services?
- Rank the amount and type of experience dealing with visitor services or working with the public in a service-related business.
- If the Respondent has no directly relevant experience, what evidence is provided that the firm has the skills and resources to successfully perform?
- How well has customer service been emphasized in the proposal?
- How well has the respondent demonstrated the ability to provide quality customer service in their previous work experience?

3. Business Plan

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

4. Financial Resources

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

5. Fees Charged to the Public

- Are the rates to be charged fair and consistent for services to be provided? How do they compare to other proposals?

6. Compensation (return) to the State

- What does the Respondent offer the State as compensation for this business opportunity?
- Is there an additional payment in excess of the minimum annual fee as specified in ¶1.5?
- Is the additional payment a flat fee or variable?
- Does the firm want financial credit from the State for honoring annual day use parking passes sold or issued by the State?
 - If so, does the proposal contain an acceptable system for crediting the Permittee

for the number of passes honored and what is the effect of the credits on the amount of compensation offered?

- How does the amount offered compare with other respondents?

7. Optional Additional Services or Proposed Changes to the RFB

- What permit stipulations are proposed for revision or deletion, and what effect would the proposed change have?
- Are additional services offered, such as: extended season and hours of operation, providing an off-site shuttle system to accommodate the demand for parking during peak use periods, operation and maintenance extras, security, use of specialized professionals to perform deferred maintenance work, etc.?
- How well do the proposed permit stipulation changes enhance safety, convenience, and efficiency of park users beyond that required in the RFB?
- Evaluate whether the proposed changes affect the basic services requested in this RFB in a negative way.
- Has the respondent submitted another proposal to provide boat launch services at Anchor River SRA or to operate the campground and day use operations at Anchor River SRA and Stariski SRS. If so, does that proposal combine with this one to provide a greater level of visitor service?

SECTION 4: PERMIT STIPULATIONS

This section contains draft commercial use permit stipulations, which should be carefully reviewed by potential Respondents prior to offering a proposal. Proposals should identify any permit terms and stipulations that are unacceptable or that need revision or deletion. Any terms or stipulations that should be added should also be identified.

4.1 Permittee Use of Premises

The Permittee shall use the premises for the purposes of outdoor recreation and other services consistent with the park's purposes. The Permittee is authorized to use the beach uplands for fulfilling the requirements of the permit and may place tractors, up to three employee vehicles, portable toilet, and a small portable building at this location. The location of the portable building and latrine will be approved by the Permit Supervisor. The portable building and all equipment will be removed by September 20.

4.2 Specific Authorization

Only those activities specifically authorized herein are permitted. The Permittee is responsible for securing written authorization from the Permit Supervisor for all other services and activities not specifically authorized herein but consistent with the original RFB. The Permittee must provide all labor, transportation, supplies, and equipment necessary for operations under this permit.

The Permittee or his/her employees, agents, or clients may not interfere with free public use of state park lands, waters, or facilities in the area of permit operations.

4.3 Products and Services to be Provided

The Permittee is authorized and required to provide the following services:

- Offer to the general public a tractor assisted boat launching and retrieval service into Cook Inlet from the saltwater beach area at Deep Creek SRA. This service will be provided along the Cook Inlet beach at Deep Creek SRA. The minimum dates and times of operation will be:

- May 1 – 14, 6:00 am to 6:00 pm
- May 15 – August 15, 5:00 am to 8:00 pm
- August 16 – Labor Day, 6:00 am to 5:00 pm

The Permittee will post these hours on site. Dates and times for subsequent years are expected to be similar to 2021, but will be modified for tides, weekends, and daylight conditions that may vary from year to year.

- Park and store boat trailers in designated areas.
- Provide a first come –first served service to all customers for both launching and retrieval. Two exceptions to this rule apply, however: an emergency situation requiring an immediate launch or retrieval to assist a boater in distress; or when rapidly changing tide conditions or heavy surf require that certain boats be retrieved sooner than others waiting, in order to insure a safe and effective retrieval. Proposals submitted must include how the successful Permittee will determine and keep track of the order in which boats will be launched and retrieved, i.e., which boat should be retrieved or launched next.
- The contractor shall only be required to launch or retrieve boats that he/she believes his/her equipment and experience will safely allow.
- Provide a minimum of at least two operating tractors or other similar vehicle available at all times during the operating season. Tractors should have a minimum of 38 inch drive tires for adequate clearance on this shallow beach. Four wheel drive is recommended. Tractors must be capable of safely launching and retrieving a trailered vessel up to 32 feet long, in a timely manner. The operations plan must include the make, model, and year of tractors that will be used
- The Permittee shall provide traffic control and direction when necessary to facilitate vehicles accessing the tractor launch staging area, and to reduce congestion problems on the main highway. Duties will also include enforcing parking limits, keeping the grounds clean of garbage and debris, and maintaining regulatory and informational signs.
- The Permittee shall maintain the section of road leading from the base of the beach access road, staging area, and day use parking lot. Whenever the road becomes rough due to washboards or potholes, the Permittee shall take the effort necessary to restore a smoother road surface. This may include grading and installing additional fill that may be washed away.
- Place and maintain a minimum of one portable toilet within the contract premises for use by contract staff and launch customers. This toilet may be rented from local vendors and must be pumped and serviced at least two times per week, or more often as necessary to maintain it to clean and sanitary conditions. This service shall be provided May 1 – Labor Day.
- Provide an outdoor covered barrel, covered garbage can, dumpster, or other suitable receptacle with a lid for litter collection in the area of the office. When full, all garbage shall be removed from the site and deposited at the local Borough waste transfer facility.
- Provide a business phone. In the event the launch service is closed due to weather a message will be promptly placed on the business phone number indicating the launch is closed.

- Develop an emergency response/safety plan prior to operation. Plan will be submitted to Supervisor by March 15, annually. Permittee should describe how they will be prepared to respond to emergencies, such as a capsized boat, medical incident, law enforcement problem, etc., in their proposal. Safety plan will also include best practices for reducing the transmission of COVID 19.
- Provide safe and efficient access for persons with physical disabilities in assisting them into and out of boats receiving launch services. The operations plan will indicate how this will be provided.
- Verbal safety briefings and instructions for the launch and retrieval of each boat will be provided to each new customer or party. New customers will also be given a printed flier or handout describing launch and retrieval safety. Safety shall be stressed in all communications to customers.
- Whenever the tractors are operated on-site they may not exceed 5 mph and extreme care shall be exercised to protect the safety of the public.
- Provide safe and efficient access for persons with physical disabilities in assisting them into and out of boats receiving launch services.

The Permittee will be responsible for providing all items necessary to maintain and operate the park areas listed in this RFB, and to the standards specified in this RFB. These include, but are not limited to:

- Telephones, cellular phones or two-way radios, fax machines, computers, and any other office equipment necessary to maintain records and fee collection duties described in this RFB. The permittee shall be responsible for all utility fees associated with such equipment.
- All vehicles necessary to perform the work described in this RFB.
- All storage buildings or containers, employee housing, or other facilities proposed by the permittee must have written approval of the State prior to installation. If applicable, the site manager's office must fit in the available space, and present a neat, clean and professional image. All facilities used in the permit operations must be neat, clean and wellmaintained.

4.4 Permit Term

The initial term of this permit begins on approximately January 15, 2021, or the date it is signed by both parties, whichever is later, and expires on December 31, 2025.

4.5 Permit Renewal

The State will perform a mid-season and an annual performance evaluation, using the form found in **Appendix G**. Prior to the expiration of the initial term of this permit, and provided the Permittee has, in the judgment of the State, satisfactorily provided the services contemplated in this RFB, Permittee may apply to have the permit renewed for up to an additional five year term. The renewal application shall be in writing at least 30 days before the expiration of the initial term.

4.6 Permit Fees

In the event that the State or Federal government make decisions that severely limits or restricts the ability of the Permittee to perform, DPOR and the Permittee may negotiate the terms of the compensation otherwise required under the permit. Examples of decisions include but are not limited to a full or partial closure of the saltwater fishery during the season, or any other regulatory restrictions that have the effect of reducing participation in the sport fishery adjacent to Deep Creek

SRA. The contractor shall provide documentation of the impacts to their business that is due to these governmental decisions.

4.7 Payments Required

The Permittee shall pay to the State during the entire term of this permit, each year, a permit application fee (\$100) for the right to exercise the privileges herein contained and a minimum consideration of 10% gross revenue. The percentage of gross revenue is due to the State by October 15th of each year and will be confirmed by Permittees records.

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

The Permit Supervisor may negotiate with the Permittee to establish the fees in a Major Maintenance Account. A Major Maintenance Account (MMA) agreement establishes a separate account into which permit fees are deposited. This account shall require the signatures of both the Permittee and the Permit Supervisor before funds are withdrawn. The Permit Supervisor and the Permittee will meet annually to discuss priorities for work to be accomplished with funds from the MMA prior to any funds being used. Examples might include: capital improvement projects such as major cost projects, services, and supplies which address deferred maintenance needs, road improvements, major facility alterations, and unforeseen non-recurring major expenses, etc., in state park units.

The specifications or requirements for projects that may be considered for a MMA project include:

- Standards for project completion.
- Project costs, which include wages, vehicles and other equipment, materials, supplies, subcontracts, and overhead directly associated with the MMA project.
- A statement indicating that, upon confirmation by the Permit Supervisor that a project has been satisfactorily completed, the Permittee must submit documentation to its actual costs to the State, and must certify that the representations in the document are accurate and complete.
- A statement indicating the submitted document certifying the costs will be signed and dated, including a statement that failure to sign this document will result in not accepting the MMA claim.
- The Permit Supervisor must verify and approve requests before any funds are approved for transfer to the Permittee, contractor or other vendor.

In the event that the State or Federal government make decisions that severely limits or restricts the ability of the Permittee to perform, DPOR and the Permittee may negotiate the terms of the compensation otherwise required under the permit. Examples of decisions include but are not limited to a full or partial closure of the saltwater fishery during the season, or any other regulatory restrictions that have the effect of reducing participation in the sport fishery adjacent to Deep Creek SRA. The contractor shall provide documentation of the impacts to their business that is due to these governmental decisions.

4.8 Park Rules and Regulations

The Permittee should be generally familiar with Alaska State Park regulations. The State will provide the Permittee with an orientation on these regulations that apply to all units of the park system.

The Permittee is also responsible for informing park visitors of the following site-specific rules and regulations:

- Pets must be on a leash at all times. The leash cannot exceed nine feet in length.
- Camping is allowed in designated areas only and is not permitted within the launch area authorized under this permit.
- All vehicles must stay on roadways or parking areas provided.
- Open fires are allowed only in the fire pits provided, or on non-vegetated gravel saltwater beaches.
- Discharge of firearms and fireworks is prohibited.
- Cutting or disturbing live vegetation is prohibited.

4.9 Protection of Lands, Facilities, Resources

The Permittee shall exercise due diligence in protecting the facilities, lands, waters, and other resources of the park from damage due to natural or human causes. The Permittee agrees to comply with all state and federal statutes and regulations regarding fuel containment, fuel delivery facilities, and waste fuel disposal. No oil changes will be conducted within the permit premises, nor will fuel be stored within 100 feet of Cook Inlet.

4.10 Archaeological-Paleontological Discoveries

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

4.11 Alcoholic Beverages

The Permittee may not sell or serve alcoholic beverages.

4.12 Staffing

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

- **Permittee duties**
 - Permittee shall designate in writing a person and backup persons who shall be responsible for all of the Permittee's operations under this permit.

- Permittee shall report to the State in a timely manner any significant problems its employees or agents observe in the park.
- Permittee shall acquire and maintain certification for all employees in Standard First Aid and Cardio Pulmonary Resuscitation (CPR) meeting the standards of the American Red Cross, OSHA, or equivalent standards.
- Permittee may be required to have all tractor operators enrolled in random drug testing.
- **Employee Conduct**
 - The Permittee is responsible for the conduct of his or her employees. This Permit does not shield the Permittee or his or her employees from prosecution if they violate any laws, either while performing their duties or while on their own time.
 - The Permittee's employees or agents shall not engage in activities that would lead a member of the public to believe they are State employees.
 - The Permittee shall not allow its employees, agents, or guests to create a disturbance that could be disruptive to the public's use and enjoyment of the area.
 - The Permittee shall cooperate with other groups or organizations permitted to use the area or premises.
 - The Permittee will ensure that all employees will not, while on site, use abusive or improper language, behave in a boisterous manner, or be guilty of any immoral, disreputable, and unbecoming conduct or otherwise objectionable activity which in the opinion of the State is contrary to the best interest of the public.
 - The Permittee shall ensure that employees do not use or work under the influence of intoxicating beverages, illicit or mind-altering drugs while on duty or representing the Permittee.
 - The Permittee is not allowed to possess or use firearms on the premises and shall prohibit the possession or use of firearms by their employees and staff.
- **Uniforms and Vehicles**
 - Permittee and employees shall wear an insignia or uniform, identifying themselves clearly as Permittee operators. The purpose of this rule is to distinguish Permittee staff from State employees or volunteers. The insignia or clothing may not resemble uniform items worn by State employees or volunteers and must be maintained in a clean and presentable manner while performing duties. Examples of suitable uniform components include ball caps, tee shirts, sweatshirts, vests, or jackets with the company name or logo on them.
 - Any vehicles used in the performance of this permit shall be clean, quiet, and well maintained. A professional quality sign containing the Permittee's name must be displayed on each side of the vehicle.

4.13 Annual Operations Plan and Budget

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

4.14 Emergency Response and Safety

The Permittee must be prepared to respond to any emergencies (medical, law enforcement, facility breakdown, weather conditions, fire, flood, etc.) that might occur in and around the facilities covered under this permit. Permittee should describe how they will be prepared to respond to such emergency situations in their proposal. The plan should also include best practices for reducing the transmission of COVID 19. An annual emergency response and safety plan will be submitted to the Permit Supervisor by March 15.

The Permittee will maintain and service all equipment to a safe and adequate standard, and otherwise comply with all state and federal laws regarding safety equipment. Equipment will not be operated if in an unsafe condition.

If weather or other conditions combine to make the use of equipment potentially unsafe for launching and retrieving boats, the Permittee will restrict or discontinue launching and retrieval until safe to do so. The Permittee may deny service to someone, who in the Permittee's opinion, may be impaired by alcohol or drug use, or who may be requesting that an unsafe vessel be launched. The Permittee must be able to articulate to both the customer and Park Staff the reason why such service is denied.

4.15 Seasons, Hours of Operation

The permittee is required to provide launch services at Deep Creek SRA. Following are the minimum dates and hours of operation required:

May 1 – May 14, 6:00 am to 6:00 pm
May 15 – August 15, 5:00 am to 8:00 pm
August 16 – Labor Day, 6:00 am to 5:00 pm

The Permittee will post these hours on site. Dates and times for subsequent years are expected to be similar to previous years of operation, but will be modified for tides, weekends, and daylight conditions that may vary from year to year.

4.16 Pre-season Operations

Before opening a park unit for the season, the Permittee shall be responsible for meeting the following pre-season inspections and maintenance standards:

- Park Hazard Inspection: The Permittee shall conduct a safety inspection to detect any hazards present in the park unit that need to be corrected prior to public use and occupancy. Hazards such as tripping hazards on pathways or other public use areas, holes, beach erosion, or sharp drop offs, etc., must be identified and the hazard remedied prior to providing launch services. The inspection must be documented with reports provided annually to the State. (see ¶ 4.24 & ¶4.33).
- General Facilities Maintenance: A thorough cleaning of all facilities should be completed prior to the visitor season so that sites meet standards when they are opened to the public.
- Signs: Launch information shall be updated with current information. Signs that may have been taken down during the winter shall be re-installed. Information on schedules, safety

notices, and other related subjects shall be posted in the launch area.

4.17 Post-season Operations

Remove regulatory sign and fee station sign to reduce winter vandalism loss. Notify utility companies of telephone disconnects, as applicable. Conduct year-end report and submit to Permit Supervisor. Facilities and equipment must be removed from the park by September 20.

4.18 Damage to State Facilities

Each spring the Permittee will be responsible for the repair and maintenance of the ramp between the parking lot and beach. This section of road typically erodes during the winter storms and must be repaired prior to providing launch services. It must be kept in good serviceable conditions when launch services are provided. For the purposes of this section, routine winter storm erosion of the beach access road is an example of damage in which the Permittee shall be responsible for all repair costs.

If a single event of damage or vandalism of non-insured facilities exceeds \$1000 in estimated repair costs, or if ordinary wear and tear is considered excessive, the Permittee and Permit Supervisor will negotiate each one's share of those costs. Applicable repair costs may be used to reduce the Permittee's annual fee, if negotiated and agreed to in writing before repairs are made.

Should it be determined that the Permittee's actions contributed to the damage to park facilities, the state's commitment in the above sections is not implied, and the Permittee shall be fully responsible for the repair costs.

Should damage occur to facilities other than within the Permittee's operating season, the Permittee is expected to repair the damaged facilities when the damage is less than \$500 to repair. When damages exceed \$500, the Permittee and the Permit Supervisor will negotiate each one's share of the costs.

4.19 Customer Service

Permittees who operate within Alaska State Park units are expected to provide quality customer service to clients. The Permittee is expected to develop and implement methods for providing boat launching services that provide quality customer service and respond to clients and visitor needs in a helpful, professional and courteous manner, giving timely and friendly information and assistance, and doing those things necessary to ensure that clients and visitors have a safe and enjoyable stay in the park unit.

The Permittee shall make Park User surveys available to the public. (See **Appendix F**)

4.20 Facility and Janitorial Maintenance Standards

The Permittee will be responsible for janitorial service of the portable latrine(s) and maintenance of the beach access road parking lot during designated operating season. These services will be conducted on a regularly scheduled basis to maintain the cleanliness, safety, and serviceability of the parking lot and staging area. The Permittee is responsible for all repairs to parking areas, signs and sign posts, trash containers, and to the grounds in general. This includes straightening sign posts, replacing faded or damaged signs, and repairing the parking lot and beach access areas, The

Permittee is also responsible for replacement and improvements of the park furnishings, as negotiated with the Permit Supervisor.

All repairs and improvements will be done in a professional manner using generally accepted techniques and practices. Anything that appears to be a threat to public safety (holes or tripping hazards on pathways or other public areas, hazardous limbs or trees, structural defect, etc.) must be immediately secured to avoid safety risks to the public or visitors and repaired as soon as possible.

Portable Toilet(s)

All portable toilets must be pumped and serviced at least two times per week, or more often to maintain sanitary conditions and inspected at least twice a day. Messy toilets will be cleaned whenever found. Each toilet will be furnished with two rolls of paper in theft proof hangers, plus fumigants.

All parts (inside and outside) of the toilet fixture, including seats and lids shall be scrubbed and washed down with an approved cleaning solution and water. A long handled brush shall be used to clean the inside and outside of the toilet fixture. After cleaning with the soap solution, the toilet seat and toilet lid must be rinsed with fresh water.

All walls, edges, and floors shall be free of dust, dirt and loose material. Fecal matter found on the floors, walls or side of the toilet shall be placed in the toilet using a shovel, and residue removed by scrubbing with a brush and cleaning solution or pressurized water spray.

All writing or marking on the walls must be obliterated by erasure, sanding, washing or over- painting, immediately upon discovery. Spider webs and wasp nests found inside along wall and ceiling seams and those found under outside rooflines shall be removed upon discovery.

Litter and Trash.

- All litter shall be picked up when found. All water areas shall be free of litter and garbage. When garbage cans have been knocked over or garbage overflows on the ground, it must be picked up, bagged and removed from the area or placed in a dumpster. The Permittee shall provide and service regularly a covered garbage can(s), covered trash receptacle, or dumpsters suitable to contain all the trash generated on site.
- All garbage must be disposed of at the Borough transfer facility. Garbage may not be burned or disposed of on State Park lands or waters.
- The Permittee is encouraged to place and regularly service an aluminum recycling container.

Signs and Sign Posts. Ensure that all signs are maintained, replacing faded or shot up signs as often as necessary. All sign posts shall be straightened or replaced as necessary.

Road Maintenance. The Permittee shall conduct routine road maintenance, such as pot hole filling, water diversion, and other road maintenance as necessary to enable safe and reasonably comfortable vehicular use of parking lot and beach access road.

4.21 Safety Equipment

The Permittee is hereby made aware that hazardous chemicals, cleaning agents, equipment, and conditions may be encountered during operations under this permit. It shall be the Permittee's responsibility to ensure that oils, fuels, paints, chemicals, and equipment are used, stored and disposed of in a responsible manner per manufacturer's recommendations. It shall also be the Permittee's responsibility to provide necessary safety equipment (including gloves, goggles, boots, etc.), and ensure that they are used whenever unsafe conditions might be encountered. Pathogens, which may cause diseases such as hepatitis and cholera, and intestinal problems, may be encountered during toilet maintenance. It shall be the Permittee's responsibility to provide necessary information, safety equipment, and any other preventive measures, including vaccinations, to themselves and their employees.

4.22 Accident Notification

The Permittee shall notify the Permit Supervisor within twenty-four (24) hours of any accidents involving personal injury, or of incidents involving the loss of or damage to client's equipment. This includes damage to trailers, boats, or vehicles at this site.

4.23 Site Security and Law Enforcement

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

The Permittee will be expected to inform visitors of the rules and regulations applicable to use and occupy the park units. If the Permittee needs assistance in dealing with unruly, criminal, and other behavior that creates public safety concerns, the Permittee should gather as much information as possible on the violator without jeopardizing his or her own safety, and contact the nearest appropriate law enforcement authority.

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

4.24 Required Site Safety Inspections

In addition to the pre-season park hazard inspections requirement, the Permittee is also required to perform regular inspections of the permit area, to identify potential safety hazards and other conditions needing remedial action to provide clients and park visitors with a safe boat launching site. High risk site conditions that develop during the season shall be mitigated, or the site shall be closed until the safety concerns are corrected

All oils, solvents and fuels must be stored in an impermeable container to avoid spills onto the ground. Any oil or fuel spill must be immediately recovered and disposed of in a DEC-approved

manner. Rocks, logs, sticks, or other similar natural or man-made objects that create a safety hazard or an unsightly condition should be removed from the permit area daily.

The Permittee is solely responsible for identifying, correcting, and reporting all safety hazards to the Permit Supervisor. The State has no duty under the terms of the permit to inspect the permit area or operations of the Permittee for hazardous conditions or compliance with health and safety standards.

4.25 Cooperation

The Permittee shall work closely with the State to further the park and its programs. The Permittee will provide the State with reasonable access to park premises for the purpose of conducting inspections for compliance with the terms of this permit and as otherwise necessary to ensure that public safety, services, resource protection, and other park purposes are maintained.

4.26 State Use of Premises

The State reserves the right to utilize all facilities for its purposes, and to construct additional facilities it deems necessary for park operations. Facilities will be constructed in a manner that will not unduly interfere with Permittee's operations. Insofar as possible, all facilities constructed will be jointly planned for by the State and the Permittee.

4.27 Use of Premises by other Commercial Operators

The State reserves the right to issue permits to other commercial operators to provide services that are outside the scope of services contained in this permit. Examples of services that the State may permit include guided fishing, hiking or boating services, or bus and van tours, etc. Unless notified otherwise by the Permit Supervisor, the Permittee may charge applicable fees to these operators for activities that normally incur a fee, such as day use parking, but may not charge fees above the level charged to the general public. The Permittee shall assist the State in ensuring that any commercial operators using the park unit are appropriately permitted as evidenced by an annual commercial operator decal on their vehicles. If the Permittee encounters a commercial operator who is not permitted to operate with the park unit, the Permittee shall notify the Permit Supervisor with all known applicable information on the operator. **The Permittee is expressly prohibited from providing launch service to a commercial operator who has not complied with the requirement to have a state park commercial permit**, as evidenced by the appropriate decal placed on their boat and towing vehicle.

4.28 Other Permitted Uses

The State reserves the right to issue permits for other special activities within the park units, under the authority of 11 AAC 18.010. Examples may include Special Park Use Permits for organized events, promotional events, etc. The Permittee is not authorized to issue permits for other activities. The Permittee will honor those Special Park Use Permits already issued.

4.29 Sales and Prices

The Permittee must provide to the State prior to permit issuance, and prior to December 15 of subsequent years, a comprehensive list of services and prices for approval for the next season of operation. The Permittee will be allowed minor price changes with approval by the Permit Supervisor during the operating season if actual costs of goods or services delivery are demonstrated to have increased.

4.30 Advertising, Signage

Any printed material to be used, including stationery, brochures, postcards, display advertising, and other like material in connection with the operation of this business, or any advertising of any manner or form, whether in or about the facility premises or elsewhere, or in any newspaper or other publications, shall be provided to the State for approval before being displayed, distributed, or advertised. The Permittee agrees to not display, distribute or advertise anything, or place any sign in connection with the operation of this facility, which has not been approved in advance by the Permit Supervisor.

Prior to collecting any fees, the Permittee shall install signs that indicate that the site is being operated by a private entity under a permit issued by the State. The Permit Supervisor will provide sign guidelines and locations. Signs stating, “This facility and boat launch service is operated under a commercial permit issued by Alaska State Parks to *(insert business name)*” should be placed on or near the fee station and on-site office, if applicable. The Permittee is responsible for fabricating, posting, and maintaining signs at the fee collection area, the bulletin boards, and the toilets.

4.31 State Held Harmless

The Permittee agrees to indemnify, save harmless, and defend the State, its officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly from the Permittee's performance under this permit.

4.32 Insurance Requirements

- 1) The Permittee shall provide and maintain, for all employees engaged in work under this permit, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- 2) Without limiting indemnification, the Permittee shall obtain, and maintain throughout the permit term, commercial general liability insurance with coverage limits not less than \$300,000 combined single limit per occurrence, where generally applicable, and shall include premises operations, independent contractor's products/completed operations, broad form property damage, blanket contractual and personal injury endorsements. The liability insurance policy must list the State of Alaska as additional insured and provide for a 30-day cancellation notification to the State should the policy be canceled.
- 3) The Permittee shall obtain, and maintain throughout the permit term, comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles used by the Permittee in the performance of services under this permit, with coverage limits not less than \$300,000 combined single limit per occurrence. The automobile insurance policy must list the State of Alaska as additional insured and provide for a 30-day cancellation notification to the State should the policy be canceled.

A current certificate of insurance meeting the requirements of this paragraph is required before operations under this permit will be allowed. This certificate must be sent by the Permittee's insurance carrier directly to the Issuing Office.

4.33 Reports

The Permittee shall present the following reports to the Permit Supervisor by the dates indicated:

- 1) A Monthly Visitor Use Report is due on the fifth (5th) day of every month reporting the previous month's visitation. These forms shall be filed for May through September. (See **APPENDIX D** A sample daily use report form is included in Appendix D for use by the Permittee in recording daily use, but the report is not required to be submitted to the State.)
- 2) An end-of-season report is due on or before October 15, or within 30 days of the permit's termination or revocation (see **APPENDIX E**).

4.34 Modification/Amendment of Permit

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

4.35 Failure to Comply

The State will notify the Permittee of unacceptable performance as soon as possible after the failure is reported. The Permittee must, without additional cost to the State, remedy and correct any deficiency in work or in articles provided in connection therewith. Upon determination of non-compliance with this permit the Permit Supervisor will deliver to the Permittee a "Notice of Non-Compliance." If the failure is not corrected within the time limits specified in the first notice, the Permit Supervisor may:

- Correct the failure utilizing State employees or a private contractor, and billing the Permittee at cost for time and materials;
- Issue a second notice of non-compliance with a penalty of up to \$250.00 owed to the State by the Permittee; or
- Institute permit revocation proceedings as outlined below in ¶ 4.36.

4.36 Permit Revocation

If the Permittee remains in non-compliance with the terms of this permit after being served with a second "Notice of Non-Compliance" under ¶ 4.35, or the failure jeopardizes public safety or park resources or otherwise constitutes a significant breach, the Permit Supervisor may immediately revoke the permit. The Permittee is not entitled to reimbursement for damages suffered in the event the permit is revoked under this section.

4.37 Permit Termination

The Director of the Division of Park and Outdoor Recreation, after 30 days written notice, may terminate the permit, in whole or in part, when it is in the best interest of the State, as determined solely in the State's discretion. In the event that the permit is terminated under this section the Permittee must within six months make a claim with the Department of Administration under AS 44.77 for reimbursement for damages suffered upon termination or thereafter be barred from doing so.

4.38 Warranty

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

4.39 Definitions:

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

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

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

"Permit Supervisor" means the Kenai Area Superintendent of the Division, or his/her designee.

"Gross revenues" means all money, fees, property, services, or any other things of value that the Permittee receives, directly or indirectly, through operations under this permit.

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

"Permittee" means the applicant, company, business, employee, operator, contractor, or representative of the person and business named on the permit face authorized to conduct

activities under the permit.
"State" means the State of Alaska.

APPENDIX A COMPETITIVE COMMERCIAL USE PERMIT APPLICATION

IN ORDER FOR THIS PROPOSAL TO BE CONSIDERED, THE BIDDER MUST PROVIDE THE FOLLOWING INFORMATION, REGARDLESS OF WHETHER OR NOT IT HAS BEEN SUBMITTED ON PREVIOUS PROPOSALS.

PLEASE PRINT

NAME OF FIRM: _____

ADDRESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

BUSINESS PHONE: _____ FAX: _____

24 HOUR CONTACT PHONE: _____

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

Yes ☐ No ☐ License Number _____ (PLEASE ATTACH COPY OF LICENSE OR APPLICATION)

NOTE: Bidders must have either a current business license or an application made. Proof must be submitted within ten (10) days of request.

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

Yes ☐ No ☐

(¶ 1.2) Will any additional commercial activities other than boat launching and daily parking be offered? (circle) YES NO

Specify and elaborate: _____

(¶ 1.5) Are you proposing a credit toward your permit fee in exchange for honoring the annual day use passes? If so, please provide details:

The minimum permit fee is specified in ¶ 1.4 of this RFB, and the proposal should confirm that the Respondent is offering this minimum. Proposals not offering the minimum permit fee will be rejected as unresponsive. If additional compensation is offered, the proposal should specify that amount on an annual basis. If the compensation is variable, specify how the amount would be calculated and paid. Complete all applicable sections. Enter zero (0) if nothing is bid.

I am proposing:

\$_____ minimum annual permit fee

\$_____ additional permit fee

_____ % of gross revenues (10% minimum)

_____ % of gross revenues from other commercial activities: Specify: _____

\$_____ per customer of other commercial activities: Specify: _____

Other proposed payments or compensation: _____

Is there any conflict of interest with the Applicant, Respondent, Employee, or other potential Permittee? (In accord with ¶ 3.16) (circle) YES NO

If so, elaborate: _____

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

Further, I certify that I will comply with:

1. the laws of the State of Alaska;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the accompanying federal regulations; and
4. all terms and conditions set out in this RFB.

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

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

My bid/proposal and all required forms for this permit are attached to this document.

Signed: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX B ANNUAL OPERATIONS PLAN AND REQUESTED CHANGES TO PERMIT STIPULATIONS

Respondents to this RFB are required to submit an annual operations plan for the 2021 season as a part of their proposal. This plan, the permit stipulations included in this RFB and other portions of the successful Respondent's proposal shall control the Permittee's activities allowed in the facility. It is understood that all these items may be modified by negotiations between the State and successful Respondent (which will become the Permittee). Further, the plan and permit stipulations may be modified during the period of the permit by mutual agreement of the parties.

Generally, the State does not regulate prices, so long as the park fees do not exceed the allowable maximum (§ 4.29), but reserves the right to do so. Please specify how fees shall be established, how the fees will be collected, etc. Respondents should provide a list of all proposed fees to be charged to the public throughout the life of the permit, including pricing policies. The proposed fees should be tied to your proposed operating plan provisions.

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

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

Sample Operating Plan Outline

A. Operating Season

B. Staffing and Management

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

C. General Operations

1. Recreation Site Operations
 - a. Hours of Operation
 - b. Cleaning and Maintenance
2. Pricing Policy and Fee Management
 - a. Use of Fee Sites by non-fee guests
 - b. Fee schedule (define fees to be charged, and what types of services may be provided at no charge to visitors, if applicable)
 - c. Fee collection and refunds

- d. Financial control and accounting procedures
- 3. Insurance
- 4. Customer/Visitor Surveys and Feedback
- 5. Emergency Responses/Safety
- 6. Law Enforcement
- 7. Communication systems
- 8. Equipment and supplies
- 9. Use reports
- 10. Utilities
- 11. Garbage Management
- 12. Toilet pumping
- 13. Site Hazards
- 14. Signs and Posters
- 15. Advertising
- 16. Road maintenance
- 17. Vandalism
- 18. Improvements
- 19. Storage/ Fuel storage
- 20. Other optional services

D. Pre-season Operations

E. Open Season Operations

F. Post-season Operations

G. Special Conditions

APPENDIX C BUSINESS PLAN FORMAT

The State is required to evaluate RFB responses by technical and financial capability. Please use the following guidelines in preparing the Business Plan.

Documentation of Business Company or Corporation

Respondents should include information about the business organization and organizational structure, i.e., organization and/or individual name, mailing address, designated agent, evidence of incorporation and good standing, and name and address of each affiliate of the applicant. Respondents that are limited-liability companies should provide the names and interests of the company's principals. Should the respondent not be incorporated in the State of Alaska, the respondent must submit a valid license to do business in Alaska.

Name of Company: _____

Address: _____

Designated Agent: _____

Type of Business: Sole Proprietor ☐ Corporation ☐ Partnership ☐
Joint Venture ☐ Limited Liability ☐ Other? ☐
(Please check one)

If Other, please list what type _____

State Incorporated: _____

Date incorporated: _____

Include any appropriate information, including shareholder or partnership agreements, as an attachment to this Business Plan, and complete the following list of owners:

<i>Name</i>	<i>Address</i>	<i>% Ownership</i>
-------------	----------------	--------------------

Personnel/Staffing

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

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

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

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

For respondents who have prior experience in managing Alaska State Parks or other government facilities, provide copies of annual written performance evaluations.

Financial Data

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

Capital Equipment List:

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

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

Start-up Expenses

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

Sources and Uses of Financing

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

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

Cash Flow Projection

The cash flow projection is the most important financial planning tool available to you. The cash flow projection attempts to budget the cash needs of a business and shows how cash will flow in and out of the business over a stated period of time. A cash flow deals only with actual cash transactions. Depreciation, a non-cash expense, does not appear on a cash flow. Loan repayments (including interest), on the other hand, do, since they represent a cash disbursement.

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

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

[illegible]

Start-up Balance Sheet

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

Start-up Balance Sheet

Assets

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

Footnotes:

Liabilities

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

Net Worth or Owner's Equity

(Total assets minus total liabilities)

Total Liabilities and Net Worth	\$_____
--	----------------

Footnotes:

Start-up Income Statement Projection:

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

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

Income Projection by Month – Year One

[illegible]

Request for Verification

State of Alaska, Department of Natural Resources			
Division of Parks and Outdoor Recreation			
REQUEST FOR VERIFICATION			
Instructions: Applicant- Complete items 1 thru 5. Forward directly to bank or lending institution. Lender- Please complete items 6 thru 15. Return directly to Alaska Division of Parks and Outdoor Recreation, (address _____) ATTN:			
Part I – REQUEST			
1. TO: Name and Address of Bank or other Lending Institutions		2. FROM: (Name and Address of Applicant)	
3. STATEMENT OF APPLICANT			
TYPE OF ACCOUNT	ACCOUNT NUMBER	CURRENT BALANCE	
CHECKING ACCOUNT			
SAVINGS ACCOUNT			
OTHER			
I have applied for a <input type="checkbox"/> concession contract, or a <input type="checkbox"/> commercial use operator permit with the State of Alaska, DNR, Division of Parks and Outdoor Recreation and state that my balance with the bank or lending institution named in item 1 are as shown in item 3. My signature below authorizes verification of the information. Your response is solely a matter of courtesy for which no responsibility is attached to your institution or any of your officers.			
4. Signature of Applicant		5. Date / /	
PART II – VERIFICATION			
6. Does the applicant have any outstanding loans? [] Yes [] No If yes, complete item 7		10. Is the account less than 2 months old? [] Yes [] No If yes, complete item 11	
7. TYPES OF LOANS	MONTHLY PYMT.	PRESENT BALANCE	11. Date account was opened:
Secured			
Unsecured			12. Payment Experience: [] Favorable [] Unfavorable If unfavorable, please explain in remarks
8. Is applicant's statement in item 3 correct? [] Yes [] No If yes, complete item 9			
9. CURRENT BALANCES			
CHECKING	SAVINGS		
13. REMARKS:			
THE INFORMATION ON THIS FORM IS CONFIDENTIAL. IT IS TO BE TRANSMITTED DIRECTLY, WITHOUT PASSING THROUGH THE HANDS OF THE APPLICANT OR ANY OTHER PARTY.			
14. Signature of Bank or Lending Institution Officer		15. Date / /	

Supporting Documents

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

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

APPENDIX D SAMPLE MONTHLY USE REPORT**Park Unit** _____**Month/Year** _____

DAY	BOAT LAUNCHES & RETRIEVALS	DAY USE PARKING
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		

Park Unit: _____

Month/Year: _____

Incident Recap (Please give details below; use additional sheets as required):

(Please include law enforcement incidents, search and rescues, resource damages, personal injuries or fatalities, wildfires, floods, etc.)

Incident Reports: _____

Hazards Noted/Action taken:

(Please describe any hazards or other safety concerns and how they were addressed.)

APPENDIX E SAMPLE END OF SEASON REPORT

Park Unit _____

Year _____

Visitation – List Totals

Park Visitors	Resident	Non-residents
Boats Launched & Retrieved		
Daily Parking		
Total		

Total Revenue Collections

	Daily Parking	Boats Launched & Retrieved
May		
June		
July		
August		
Sept.		
Column Total		

Comments on visitation or revenue situations:

(Please include law enforcement incidents, search and rescues, resource damages, personal injuries or fatalities, wildfires, floods, etc.)

[illegible]

Maintenance & Management:

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

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

APPENDIX F SAMPLE PARK USER SURVEY

We want your experience in Alaska State Parks to be a positive one. Please help us by completing this short survey. Thank you.

Deep Creek State Recreation Area – Boat Launch Have you been here before? Yes

No Date of Visit _____ Residence – State/Province/Country _____

Please check all activities you have participated in during your stay:

- ☐ Camping
- ☐ Hunting
- ☐ Backpacking
- ☐ Fishing
- ☐ Picnicking
- ☐ Mountain Biking
- ☐ Special Event
- ☐ Family Gathering
- ☐ Day Hike

- ☐ Swimming
- ☐ Boating (non-motorized)
- ☐ Boating (motorized)
- ☐ Wildlife/Nature Observation
- ☐ ATV/4x4 Touring
- ☐ Staying at a Lodge or B&B
- ☐ Visiting Historical and/or Archaeological Sites
- ☐ Other _____

FOLD HERE

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

Place Stamp Here

Please grade your visit in the Alaska State Parks

	Excellent	Satisfactory			Poor
1. How is the overall cleanliness of the boat launch and parking area?	A	B	C	D	E
2. Was safety information provided about launching and retrieving your vessel?	A	B	C	D	E
3. Were your questions handled to your satisfaction?	A	B	C	D	E
4. Were boat launch personnel courteous and helpful?	A	B	C	D	E
5. Are the facilities functional, safe, and well maintained?	A	B	C	D	E

Comments (Please use this section to tell us anything you think we should know, i.e., do you have any comments on how we could improve your recreation experience, or is there something in particular you enjoyed about your visit here?):

Name _____ Phone _____

Address _____

We will gladly respond to your questions or comments!

APPENDIX G STANDARD PERFORMANCE EVALUATION FORM

Mid-Season and Year-End Performance Appraisal Boat Launch Service under Commercial Use Permit

Area/Park Unit(s): _____

Permittee: _____

Appraiser: _____

Date: _____

Performance Item	Above Standards	Meets Standards	Below Standards	Unacceptable
A. Permit Terms	*****	*****	*****	*****
! 1. Insurance requirements met				
!2. Payments timely				
3. Use reports accurate & timely				
4. Other permit terms met (specify below)				
Communications				
Miscellaneous Sales				
B. Operation and Maintenance Plan	*****	*****	*****	*****
! 1. O&M Plan complete & properly submitted				
4. Pre- and post-season ops & maintenance performed to standard and in a timely manner				
C. Customer Service				
! 1. Good PR maintained with Park visitors				
2. Good Comments received from visitors	*****	*****	*****	*****
!3. Fees & services provided as represented				
4. Visitor compliance with Park regs obtained				
D. Health and Cleanliness				
!1. Humans free from exposure to human waste				
!2. Water and sewage treatment systems meet w/all state standards	*****	*****	*****	*****
3. Garbage does not exceed container capacities				
4. Garbage containers are animal resistant				
5. Sites are free of litter & animal refuse				
6. Graffiti is removed within 48 hours of discovery.				
7. Toilets & garbage locations are free of objectionable odors				
8. All other facilities are kept clean				

! Denotes a Critical Element

Appendix G Standard Performance Evaluation Form page 2

Performance Item	Above Standards	Meets Standards	Below Standards	Unacceptable
E. Setting	*****	*****	*****	*****
1. Numbers of people & vehicles is kept below site capacity				
F. Safety and Security	*****	*****	*****	*****
!1. Safety inspections completed pre-season & during season. Documented high risk conditions are corrected prior to use				
!2. High-risk conditions that develop during the season are mitigated, or the site is closed				
!3. Employees have dependable communications				
!4. Activities prohibited under specific Park Regs are dealt with appropriately				
!5. Utility systems meet applicable state and local regulations				
G. Responsiveness	*****	*****	*****	*****
1. All site entrances are well marked, easily found and visitors feel welcome				
2. Info boards look fresh, professional, are uncluttered and contain appropriate info.				
3. All personnel demonstrate good customer services practices.				
H. Condition of Facilities	*****	*****	*****	*****
!1. All restrooms are functional and in good repair				
2. All facilities, including parking and use sites, meet Park standards for cleanliness, maintenance and safety				
3. Signs & bulletin boards are well maintained and meet Parks standards				
4. Gravel roads are graded as required				
5. Vandalism is corrected or mitigated within 1 week of discovery				

! Denotes a Critical Element

Comments and/or corrective actions pertaining to specific items listed above: _____

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

Permittee's comments

Midseason Evaluation: ☐

Year End Evaluation: ☐

**Above
Standards** ☐

**Meets
Standards** ☐

**Below
Standards** ☐

Unacceptable ☐

Note: 1. If any Critical Element is rated "Below Standards," the best possible overall rating is Below Standards.

2. If any Critical Element is rated "Unacceptable," the best possible overall rating is Unacceptable.

3. If one to three other elements are rated "Unacceptable," the best possible overall rating is Below Standards.

4. If three or more Critical Elements are rated "Below Standards" or over four other elements are rated "Unacceptable," the best possible rating is Unacceptable.

Below Standards: The Permittee is given notice regarding which element(s) justify the rating, and if performance in this element(s) is not improved prior to the next rating period, the Below Standards rating shall be reduced to an Unacceptable rating.

Unacceptable: The Permittee is issued written "Notice of Non-Compliance," as stipulated in ¶ 4.35 of the Commercial Use Permit. This is the required first step in suspension and/or revocation of use over all or portions of the permit area. In some instances, such as a lack of adequate insurance, safety issues, etc., suspension or revocation may take place immediately.

Signatures:

Permittee Representative: _____ Date: _____

Permit Supervisor: _____ Date: _____

The holder's signature denotes that the Alaska State Parks representative has discussed this evaluation/appraisal with the holder or his/her representative. A signature does not necessarily constitute agreement or acceptance of the rating.

APPENDIX H INVENTORY

Not applicable

Appendix I Site Maps



