

# STATE OF ALASKA

**BILL WALKER, GOVERNOR**

MAT-SU/COPPER BASIN AREA  
7278 EAST BOGARD ROAD  
WASILLA, ALASKA 99654  
PHONE: (907) 745-3975  
FAX: (907) 745-0938

## DEPARTMENT OF NATURAL RESOURCES

### ***Division of Parks and Outdoor Recreation***

Re: Permit to operate Lake Louise State Recreation Area

Dear Prospective Campground Operator:

The State of Alaska, Department of Natural Resources, is offering an opportunity for a qualified entity to obtain an exclusive Competitive Permit for Commercial Activities to operate the campground facilities at the Lake Louise State Recreation Area. The site is located about 28 miles west of Glennallen.

Applications must be received at the issuing office no later than

**April 21, 2015, at 5:00pm**. Copies of the bid packet and permit application are available at the Finger Lake Headquarters office or on the web [www.alaskastateparks.org](http://www.alaskastateparks.org)

The enclosed information explains the procedures the Division of Parks and Outdoor Recreation will follow to seek competitive proposals (bids) prior to awarding a permit to a single operator. The permit is being granted for two years, with an option to renew for up to five years. The bidding procedure is explained in the bid packet, Request for Proposals (RFP), Section 3.17. The permit will be awarded based upon:

1. A minimum bid of **\$500.00**,
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 Section 3.18 of the RFP.

The RFP contains numerous permit stipulations that should be read and understood before a bid is offered. It is up to the prospective operator to decide how the facility will be managed, and if the prospective operator has the necessary skills and time available to successfully manage the required duties. 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 RFP that could change the content of the proposal (see Section 1.9). If you receive your packet over the web, be sure to let the Alaska State Parks know your name and contact information so you can be notified in the event of any addenda.

Sincerely,

Wayne Biessel, Park Superintendent

Enclosure: Request for Proposal for Private Commercial Operation of the Lake Louise State Recreation Area

REQUEST FOR PROPOSALS

FOR

PRIVATE COMMERCIAL OPERATION OF  
LAKE LOUISE STATE RECREATION AREA, ALASKA

Issuance Date: April 7, 2015

**Due Date and Time for Proposals:  
April 21, 2015, at 5:00 p.m.**

Issued by:  
STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF PARKS AND OUTDOOR RECREATION  
MAT-SU/COPPER BASIN AREA

Permit Supervisor: Wayne Biessel  
Physical Address: 7278 E. Bogard Road  
Wasilla, AK 99654

Mailing Address: Alaska State Parks  
7278 E. Bogard Road  
Wasilla, AK 99654

PHONE: (907) 745-8935  
FAX: (907) 745-0938  
E-Mail: wayne.biessel@alaska.gov



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## **Section 1. INTRODUCTION**

This is a Request for Proposals (RFP) to all qualified persons, firms, partnerships and corporations to submit a proposal for the private, commercial operation of the Lake Louise State Recreation Area (hereafter referred to as the “park”). The State intends to issue a Competitive Park Use Permit for Commercial Activities authorizing the private operation of the park beginning in May, 2015. The permit will have an initial two-year term, and may be renewed for an additional term of up to FIVE years by mutual written agreement.

The State does not guarantee a profitable operation; rather, applicants are responsible for reviewing the RFP and making their own determination concerning business viability.

### **1.1 Park Description**

Lake Louise State Recreation Area is located at Mile 16 on the Lake Louise Road, which heads north off the Glenn Highway at Mile 160, about 28 miles west of Glennallen. The park has two campgrounds (Lake Louise Campground and Army Point Campground), a picnic shelter and a boat launch. There is a total of 55 campsites between the two campgrounds.

### **1.2 Summary Account of Services to be Provided**

The Permittee will be responsible for managing the park similar to the State’s previous management, including janitorial and facility maintenance and repairs, resource protection, public services, site supervision, and fee collection.

In return for operating and maintaining the park, the Permittee will be allowed to collect fees for: overnight camping, daily parking, firewood sales and boat launching. The State is willing to consider other revenue enhancing services proposed by the Respondent that are recreation-related and benefit the public’s use and enjoyment of the park.

At a minimum, camping, boat launching, and day use activities must be provided. All additional business conducted in the park must be related to the park and outdoor recreation. Retail sales, equipment rentals, individual campsite utility hook-ups, and food/beverage services are examples of other business activities that may be considered by the State in evaluating proposals, and may be allowed under the Permit. Respondents should specify in their proposals the types and dollar amounts of fees they intend to charge, as well as any additional business activities they intend to pursue, for consideration by the State during proposal evaluations and permit negotiations.

### **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 entrance signs, bulletin boards, 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 Park 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 park entrances.

#### **1.4 Camping Passes for Disabled Alaskan Veterans**

Under state law AS 41.21.026(d), Alaskan veterans with service-connected disabilities are entitled to one free camping pass biannually. This pass entitles the holder to free overnight camping in all state park campgrounds. The Permittee shall be required to honor the Disabled Alaskan Veteran (DAV) passes.

#### **1.5 Annual Daily Parking and Boat Launch Passes**

The State sells annual day use parking passes and boat launch passes that exempt the holder from paying day use fees or the boat launch-and-retrieve fees. The passes can produce significant savings for individuals who are frequent state park users. The state has discontinued the previous annual camping pass program, so all users other than those with DAV passes must pay overnight camping fees on a daily basis.

The State will require the Permittee to honor the annual day use, boat launch and DAV camping passes. The Respondent should indicate in the proposal whether this is dependent on some type of a credit or pay-back system from the State. Details of the credit system being proposed should be provided in sufficient detail to enable the State to assess the operational and financial impacts on the State (see **Appendix A**).

#### **1.6 Permit Fee Paid to the State**

At a minimum, the annual permit fee shall be \$500. 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 percentage of gross receipts, per-visitor 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 such considerations as customer service, prior experience and revenue.

The State and Permittee may negotiate a reduction in this fee in exchange for the Permittee's agreement to make specific repairs or improvements to the facility, or to compensate the State with goods or services, or as compensation for accepting state park annual passes\*. (\*No more than 20% of the total annual permit fee may be waived in exchange for compensation for accepting annual state park passes.)

The State will entertain a proposal that establishes a Maintenance Account, to be used for such items as repair of non-insured damage to facilities, services and supplies which address deferred maintenance needs and road improvements. 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 two-year permit term.

#### **1.7 Annual Operations Plan**

Respondents to this RFP are required to submit an annual operations plan for the 2015 season as a part of their proposal. (See **Appendix B**) This plan, the permit stipulations included in this RFP 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.

### **1.8 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.

### **1.9 Issuing Office**

The office issuing this RFP is:

State of Alaska, Department of Natural Resources  
Division of Parks and Outdoor Recreation  
7278 E. Bogard Rd  
Wasilla, AK 99654

Permit Supervisor: Wayne Biessel  
Physical Address: 7278/ E. Bogard Road  
Wasilla, AK 99654  
Phone: (907) 745-8935  
FAX: (907) 745-0938  
Email: [wayne.biessel@alaska.gov](mailto:wayne.biessel@alaska.gov)

**All inquiries regarding this RFP shall be directed to:  
Jamie Walker, Administrative Operations Manager I  
Phone: 907-269-8903  
Fax: 907-269-8907  
Email: [jamie.walker@alaska.gov](mailto:jamie.walker@alaska.gov)**

### **1.10 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 **5:00 p.m. on April 21, 2015**. 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 COMMERCIAL OPERATION OF  
LAKE LOUISE STATE RECREATION AREA"  
*COMPANY NAME*

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

### **1.11 Questions and Addenda to this RFP**



Questions that could substantially change the content of this RFP 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 RFP will be made available to all persons, groups or firms that received an RFP.

### **1.12 Permit Type, Term, and Renewal**

The permit that will be awarded under this RFP is a Competitive Park Use Permit for Commercial Activities. The initial term of the permit will be two 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.

### **1.13 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.

### **1.14 Summary Account of Solicitation Process**

Later sections of this RFP 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 into negotiations with the second-rated respondent or reissue the RFP or terminate all further work towards issuance of a permit.

## SECTION 2. PARK DESCRIPTION

Lake Louise State Recreation Area (SRA) is a 511-acre site located at Mile 16 on the Lake Louise Road, which turns north from the Glenn Highway at Milepost 160, about 28 miles west of Glennallen. The park has two campgrounds (Lake Louise Campground and Army Point Campground), picnic shelter and a boat launch. The park is located on the south shore of Lake Louise, a large lake noted for fishing, boating and hunting. Short channels connect this lake to two other large lakes, Susitna and Tyone, for a chain of lakes nearly 20 miles long.

Lake Louise Campground has 30 campsites, a gravel boat launch, picnic shelter, a 2500-gallon underground water tank and toilet. Army Point Campground, a quarter-mile to the east on a spur road, has 25 campsites, a scenic viewpoint, a 2500-gallon underground water tank and toilet. An interpretive trail with spotting scopes connects the two campgrounds, and there are several walk-in tent campsites in the forest between the campgrounds. In addition, Army Point Campground has three old cabins that were used by the military over 30 years ago when this site was an army recreation area.

All campsites typically have a parking space, picnic table, fire pit, and tent pad. There are THREE concrete vaulted toilets in the park. Other facilities include a standard entrance gate & sign, a standard fee station (sign and “iron ranger” fee deposit receptacle), bumper logs/posts, bulletin boards, interpretive displays and refuse receptacles. A series of state park signs located along the highway advertise the approaching campground entrance.

The two underground water tanks require drafting water from the lake, and filtering and treating it. This is done by a trailer-mounted pump, filtration and chemical treatment system. This State-owned pump and treatment system will be available for the Permittee’s use. Each tank has a hand pump assembly for using the water.

### 2.1 Description:

In 2013, new concrete vaulted toilets were installed to replace all the older wood toilets.

### 2.2 Visitation and Use Patterns

Year	Total
2010	1006
2011	1019
2012	1028
2013	1054
2014	1093

## 2.3 Revenue Collections

### User Fees Collected By Calendar Year

**NOTE:**

**\*\*The figures below were collected by extrapolating the existing program fees (\$15 per night for camping) from the above visitation numbers.**

<b>Year</b>	<b>\$ Amt</b>
2010	15,090
2011	15,285
2012	15,420
2013	15,855
2014	16,395
2015	

## **2.4 Management Issues**

**Bears** and other wildlife are known to occasionally visit the campground. Bear encounters have the potential of turning into public safety problems if food, trash, and other attractants are available in the grounds of the park. Therefore it is important that the Permittee provide information on food storage and bear safety.

**Mud Swallow Nests.** Keeping the swallows from building their nests in the picnic shelter is a challenge that requires daily diligence to remove. Allowing them to nest creates a very bad bird dropping problem that makes the facility undesirable to use.

**Use Patterns.** The park gets light to moderate use throughout the summer season (late-May through Labor Day). The campgrounds and boat launch are heavily used during fall hunting seasons.

**Camp Host.** The need for a live-in campground manager for providing quality information and visitor services is highly recommended. On-site staff also increases the revenue collection and reduces vandalism and other undesired behavior. In other campgrounds operated by private contract, dependence on self-pay by campers and occasional visits by the Permittee have shown a large drop in revenue compared to seasons with a campground host staying in the campground during

**Potable Water.** Due to poor ground water quality in the area, underground tanks are filled to provide public water. The water system consists of two underground 2500-gallon holding tanks with hand pumps. The Permittee will have access to the State's trailer-mounted pump, filter and chemical treatment system for treating the water drafted from the lake for these two tanks. Water quality testing by the Permittee is required according to standards established by the Dept. of Environmental Conservation.

**Firewood** sales are strongly desired by many overnight campers as cooler nighttime temperatures and insects create more of a need to have the campfire during the evening.

**Commercial Use Permit Holders.** Alaska State Parks commercial use permittees may use the facility. These operators should not be subject to daily parking fees (if any), but overnight camping fees may still be collected.

**Dump Station.** There is no dump station at Lake Louise SRA.

## **2.5 Operating Costs**

The state's costs of managing this site are reported below. These figures are an estimate, based on a combination of actual records and approximation of some items. These figures do not include staff salaries and benefits, vehicle expenses, or depreciation.

### **ESTIMATED Park Operations Cost Details**

	FY\$
Communications (Cell Phones/other)	300
Utilities (Propane, Electricity, Fuel Oil)	40
Refuse Collection and/or landfill fees	unknown
Latrine Pumping	1,500
Water Tests	150
Service/Repairs	1000
Water Filters	200
Janitorial Supplies	500
Construction/Maintenance Supplies (Signs, Lumber, Paint, Etc.)	500
Misc. Supplies	300
Camp Host (\$500/mo)	2000
Janitorial Service (contract)	
<b>Total Costs (not including staff time)</b>	<b>6,490</b>

## 2.6 Facility Improvements

See Appendix L

## 2.7 State-Furnished Supplies

The state will supply the following (annually, unless otherwise noted):

- (500) Alaska State Park brochures
- (2) steel fee boxes, locking
- (3) first set bulletin board inserts (three, full frame poster style), first year only, permittee will be responsible for annual updates/reprinting
- (400) Fee Envelopes (contractor may need to modify, small decals work well), additional envelopes can be purchased at a cost of \$0.12 each.

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

### 3.1 Required Review

All Respondents should carefully review this RFP, 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 deadline for submitting proposals so that any necessary addenda may be distributed to all interested parties. Protests based upon omissions, errors, or the contents of this RFP may be disallowed if not made known prior to this deadline.

### 3.2 Addenda to the RFP

Any addenda by the State to this RFP will be in writing and made available to all persons who have received a copy of this RFP from the issuing office. Persons who receive a copy of the RFP 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 RFP 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 RFP 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 RFP. In addition, the State may reject all proposals at any time if there has been improper or inadequate review or when it is not in the best interest of the State to select a proposal.

### **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 RFP 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. Issuance

of this notice will begin a 20 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**

In accordance with 11 AAC 02, unsuccessful Respondents or other persons adversely affected by a permitting decision may appeal or seek reconsideration. Appeals should be addressed to the Commissioner of the Department of Natural Resources, and must:

- be in writing;
- be signed by the appellant or the appellant's attorney;
- be timely filed in accordance with 11 AAC 02.040;
- specify the case reference number used by the department, if any;
- specify the decision being appealed;
- specify the remedy requested by the appellant and the grounds on which the request is based;
- state the address to which any notice or decision concerning the appeal is to be mailed;
- identify any other affected agreement, contract, lease, permit, or application by case reference number, if any; and
- include a request for a hearing, if a hearing is desired, accompanied by a request for any special procedures to be used at the hearing and a description of the factual issues that need to be decided at the hearing.

### **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 RFP.

### **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 RFP.

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 RFP.



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

#### 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?

#### 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 RFP, 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 financial resources to provide the services as required under this RFP?

#### 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 ¶1.6?
- Is the additional payment a flat fee or variable?
- Does the firm want financial credit from the State for honoring annual day use parking or boat launch passes, or disabled veteran camping 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 RFP

- What permit stipulations are proposed for revision or deletion, and what effect would the proposed change have?
- Are additional services offered, such as: Operation and maintenance extras, interpretive services, security, conversion of non-fee to fee sites, use of specialized professionals to perform deferred maintenance work, accelerated schedule to perform deferred maintenance work or performing surveys of visitors to improve services.
- How well do the proposed permit stipulation changes enhance safety, convenience and efficiency for park users beyond that required in the RFP?
- Evaluate whether the proposed changes affect the basic services requested in this RFP in a negative way.

## **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 lands, facilities and structures described in ¶ 2.1 are available for use by the Permittee for these authorized operations.

### **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 RFP. 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:

- facility and janitorial maintenance, as further described in ¶ 4.16 – ¶ 4.19 below;
- protection of park natural resources;
- visitor information;
- collection of applicable park user fees;
- compliance with applicable sanitary standards, including drinking water and sewage, and solid waste; and
- inform visitors of park rules and seek compliance.

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

- Toilet paper, cleaning and disinfecting/deodorizing solutions, shovels, brooms, mops, toilet brushes, paint brushes, paint, chain saws, brush cutters, drills, generators, carts, and any other tools and supplies necessary to accomplish operation and maintenance of the park units listed in this RFP. Paint and stain used by the permittee shall conform to DPOR standards for type and color.
- 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 RFP. The permittee shall be responsible for all utility fees associated with such equipment.
- All vehicles necessary to perform the work described in this RFP.
- 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 trailer or motor home 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 well maintained.

- All combination, keyed or deadbolt locks required for operations and maintenance of the park units. The permittee will furnish the State with combinations or keys to locks on all state-owned facilities.

#### **4.4 Permit Term**

The initial term of this permit begins on approximately May 1, 2015, or the date it is signed by both parties, whichever is later, and expires on December 31, 2016.

#### **4.5 Permit Renewal**

The State will perform a midyear and an annual performance evaluation, using the form found in **Appendix I**.

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 RFP, 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**

The Permittee shall pay to the State during the entire term of this permit, each year, for the right to exercise the privileges herein contained, a minimum consideration of \$500.00. Payment shall be made on or before May 15 each year, unless otherwise negotiated with the Permit Supervisor in an agreement establishing a Maintenance Account.

A Maintenance Account 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 annually meet to discuss priorities for work to be accomplished with funds from the Maintenance Account prior to any funds being used. Examples include: repair of non-insured damage to facilities, services and supplies which address deferred maintenance needs and road improvements.

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

- Standards for project completion.
- Project costs, which include wages, vehicles and other equipment, materials, supplies, subcontracts, and overhead directly associated with the Maintenance Account 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 Maintenance Account claim.
- The Permit Supervisor must verify and approve requests before any funds are approved for transfer to the Permittee, contractor or other vendor.

#### **4.7 Payments Required**

Permit payments, as indicated in the Proposal, must be received by the issuing office prior to May 15 each year. Failure to submit the payment may result in termination of the permit, and the State will advertise for a new Permittee. Any additional payments, such as a percentage of gross, are due September 30 of the permit year. 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).

#### **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 those portions of the Alaska Administrative Code 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.
- Provide information on applicable camping limits during the season.
- Camping is allowed in designated areas only, with a 15 day stay limit.
- All vehicles must stay on roadways or parking areas provided.
- Discharge of gray water onto the ground is prohibited.
- Open fires are allowed only in the fire pits provided.
- Discharge of firearms and fireworks is prohibited.
- Peeling bark and cutting or disturbing live vegetation is prohibited.
- Quiet hours in the campground are from 11 p.m. to 6 a.m. Generators, stereos, or other loud noises are prohibited.

#### **4.9 Applicable Director's Orders**

The Permittee should become familiar with various Directors' Orders which apply to the park units under permit. See Appendix K.

#### **4.10 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.

#### **4.11 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 mitigative measures specified by the State Historic Preservation Officer shall be

the responsibility of the Permittee.

#### **4.12 Alcoholic Beverages**

The Permittee may not sell or serve alcoholic beverages.

#### **4.13 Staffing**

The Permittee shall provide adequate staffing to meet the requirements of the RFP, and shall ensure that all training and supervision of the personnel is provided while performing under the provisions of this 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.
  
- **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 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.
  - Permittee shall assume responsibility for the possession or use firearms by the Permittee, 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.
  - 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.

#### **4.14 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. This 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.)

#### **4.15 Ownership of Improvements**

Unless previously approved in writing by the Permit Supervisor, ownership of all structures and other park improvements made by the Permittee shall transfer to the State at the end of the permit term or renewal term (whichever is applicable) or upon permit revocation or termination. As owner of these improvements, it is the State's intent to ensure that maintenance is done to arrest deterioration and appreciably prolong the life of the improvements. Any materials, equipment, or fixtures made a part of the existing State improvements during the Permittee's term become the property of the State.

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

#### **4.16 Seasons, Hours of Operation**

The Permittee shall conduct "full operations" of the park from May 1 until September 25 each year. This operating season may be extended or reduced by mutual agreement, and with the written authorization of the Permit Supervisor. During the full operations season, Permittee's staff must be on-site and available to answer questions and perform other public services for a minimum of two hours during peak daylight operating hours at each park unit, each day of the operating season. This hourly requirement is in addition to time spent performing routine janitorial and facility maintenance chores. The Permittee is strongly encouraged to provide an on-site manager who shall remain in the park overnight.

"Modified operations" of the park are permitted before and after these dates, depending on weather and customer demand. Modified operations will include occasional checks of the facilities for cleanliness and function. In both the modified and full operation, the park will be accessible 24 hours a day, 7 days per week, including holidays during the operating season except during those times that it has reached full capacity (e.g., holiday weekends) or if weather restricts access by the public (e.g., flood).

Under the modified operations schedule, the Permittee may be authorized to close certain areas of a park unit (i.e. designated loops within a campground or picnic areas) to vehicle access during the shoulder seasons, as mutually agreed upon with the Permit Supervisor.

#### **4.17 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 dead trees, hazardous limbs, tripping hazards on pathways or other public use areas, must be identified and the hazard remedied prior to the site being opened to the public. The inspection must be documented on a form provided by the State, with reports provided annually to the State. (see ¶ 4.27 & ¶4.36). (See **Appendix G** for Park Hazard Inspection form.)

- Water Systems: The Permittee is responsible for meeting all applicable health and safety standards for managing the park units' potable water systems. The State will provide assistance during the initial year to help the Permittee become familiar with each water system. It is the responsibility of the Permittee to ensure that the water systems are properly shut down during the winter season and then turned back on before opening the park unit, unless other arrangements have been made with the Permit Supervisor.

The Permittee is responsible for all repairs of the water systems which are caused by vandalism, natural events, forces of nature, and events attributed to the Permittee's actions or negligence. Valves, water lines, or other system parts which break due to any water being left in the system and subsequently freezing over winter shall be the responsibility of the Permittee.

Fees for overnight camping may not be collected unless potable water is provided at the site. The Permittee is responsible for maintaining the public water supply and meeting Alaska Department of Environmental Conservation (DEC) standards. These standards require annual testing for Nitrate/Nitrite by a certified laboratory. In the event of an "unsafe" sample, the Permittee is required to notify the Permit Supervisor and complete all required retesting. (Specific questions may be directed to the Department of Environmental Conservation.) Permittee shall maintain records of all maintenance and testing done on wells.

When a park unit with overnight camping does not have potable water available due to system failure, unsafe water tests, or other causes, the Permittee may not charge overnight camping fees until potable water is once again restored for visitors. An alternative source of potable water may be provided to remove this restriction.

Water pumps and hydrants should be inspected and cleaned regularly. Overhanging brush and ground vegetation should be removed from access paths. Each pump should be posted with a sign that states: "To keep this water clean, please clean fish or wash at least 200 feet from this water source. The State of Alaska recommends that all water from this well be boiled for your protection."

- 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.
- Bulletin Boards, Fee Stations and Signs: Bulletin boards and fee stations shall be updated with current information. Signs that may have been taken down during the winter shall be re-installed.



#### **4.18 Post-season Operations**

Winterize water systems in preparation with winter shut down. Remove bulletin boards and signs as necessary to reduce winter vandalism loss. Pump latrine vaults (if half full or more) at sites that experience heavy early spring use. Notify utility companies of telephone and/or electric disconnects, as applicable. Conduct year end report and submit to Permit Supervisor.

#### **4.19 Damage to State Facilities**

In case of vandalism or other causes of damage to state facilities, the state shall self-insure the following structures within the park or park units:

- Latrines

In the event of a claim, the state and the Permittee shall split the cost of the deductible (\$1,000 per insured structure).

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.

#### **4.20 Customer Service**

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

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

#### **4.21 Facility and Janitorial Maintenance Standards**

The Permittee will be responsible for all janitorial and facility maintenance of the park or park units during the designated operating season. The services will be conducted on a regularly scheduled basis to maintain the cleanliness, safety, and serviceability of the park and facilities. The Permittee is responsible for all repairs to facilities, structures, parking areas, roads, camping sites, trails, signs and sign posts, bulletin boards, trash containers, and other improvements, and

to the grounds in general. This includes painting and other preventive maintenance for all items within and associated with the park or park units. The Permittee is also responsible for replacement and improvements of the park furnishings, as negotiated with the Permit Supervisor.

The Permittee agrees to meet all requirements of quality and standards of service prescribed by law or regulation, or which are necessary to protect the public health, safety, and welfare. All repairs and improvements will be done in a professional manner using generally accepted techniques and practices. Anything that appears to be a threat to public safety such as holes or tripping hazards on pathways or other public areas and hazardous limbs or trees, must be immediately secured to avoid safety risks to the public or visitors and repaired as soon as possible.

#### Toilets.

All toilet buildings and fixtures shall be cleaned at least twice per week and inspected each day the Permittee or other staff members are in the parks. 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. A pressurized water pump may be used. Pooled water shall be removed from the floor with a broom or squeegee. Pooled water shall be swept away from in front of the door.

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 pit 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.

A fumigant or bacterial agent must be used to control odors in the vault or pit. Severe odor problems may require repeated treatments. Solution shall be poured evenly over the fecal matter.

If insects are observed inside the pit, the Permittee must spray the inside with insecticide. The Permittee is responsible for scheduling the pits pumped and cleaned to prevent the pits from getting too full, and enhance odor control. A certified sewage handler must pump toilet vaults whenever the sewage level reaches 12 inches below the floor level. All solids and liquids shall be removed from the park and taken to an approved facility.

The Permittee shall repair all deficient hinges, springs, hooks, latches or other door hardware upon discovery. Rusty or faulty toilet seats must be fixed or replaced. If damage is beyond the immediate capability of repair, it must be reported to the Permit Supervisor within 24 hours of discovery, and provide details on how and when the damage will be repaired.

Spider webs and wasp nests found inside along wall and ceiling seams and those found under outside rooflines shall be removed upon discovery.

Tables. Scrub down all tables with a cleaning solution, rinse with clear water. This service is to be completed the first visit of the season and the first week of the month for all tables whether soiled or not. All soiled tables shall be scrubbed down and rinsed as necessary. Any tables that are broken or vandalized must be repaired immediately. Tables must be kept clean and in good repair, and painted every two years. Repair of damaged table planks will be the responsibility of the Permittee.

Fire pits. Fire pits and/or grills should not be allowed to fill up. Rocks, garbage, broken bottles and burned out cans must be removed from fire pits during scheduled maintenance. Ashes must be removed from fire pits when they are half full. Ashes may not be placed in dumpsters or trash cans while hot. Broken grills or fireplaces shall be repaired immediately. Fire pits will be thoroughly cleaned out the first service visit of the year and the first week of each month during the operating season. Re-level any fire pits that require it. Remove any rock fire rings or modifications that were not installed or approved by the State. Remove ashes from unauthorized fire rings, scatter rocks and spread soil over these sites to make them less conspicuous.

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 either garbage cans or dumpsters suitable to contain all the trash generated on site.
- The Permittee is encouraged to provide animal-resistant garbage containers to reduce the incidence of bear problems.
- All garbage must be disposed of at a DEC-approved facility. Garbage may not be burned or disposed of on State Park lands or waters.
- The Permittee is encouraged to place and regularly service an aluminum recycling container.

Signs, posts and other barriers. Ensure that all signs are maintained, replacing faded or shot up signs as often as necessary. All sign posts and vertical auto barriers shall be straightened or replaced as necessary. Auto bumpers shall be maintained free of obscuring brush and grass, and in a level position.

Bulletin Boards. Bulletin boards must be maintained in good repair with accurate, uncluttered, current information regarding the facility, regulations, fishing and natural resources information and local services information.

Picnic Shelter. The shelter must be kept swept clean and free of spider webs. Mud swallow nests are to be promptly removed to prevent droppings accumulation.

Fee Station Area. The fee station area shall be maintained in a neat, clean and professional manner.

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 park roads. The Permittee shall grade all gravel park road surfaces at least once annually, before the season begins. This requirement may be waived by the Permit Supervisor if the grading is not needed or would cause more damage. The State may require additional grading, pothole filling, dust abatement or other road maintenance as necessary to enable safe and reasonably comfortable vehicular use of park roads. The Permittee shall propose a road maintenance schedule to accomplish these goals.

Vegetation Control. Brush and annual vegetation shall be cut back from parking bumpers, signs, bulletin boards, latrines, roadside, etc. seasonally or more frequently as needed. Roadsides and campsite pullouts must have brush trimmed back to no closer than five feet (5') from the edge. Lawn areas shall be mowed weekly. Any felling or removal of trees must be approved in advance by the Permit Supervisor. Gate tie back posts must be visible with all brush cleared at ground level leaving no stakes for potential accidents

Painting. All painted signposts, litter barrels and stands, bulletin boards, water pumps, gates and toilets shall be painted every two years beginning in the first year of the permit. The Permit Supervisor will specify the paint and stain type and color standards.

Recreation Site Improvements or Alterations. Any permanent site improvement or alterations by the Permittee must first be approved by the State. The Division of Parks and Outdoor Recreation will conduct site planning for park improvements. The State will consider allowing the Permittee to construct a campground store and/or a caretaker residence, or place portable structures used as a rental outlet for watercraft and/or bikes will be allowed. The size, design and location will be approved by Alaska State Parks. These may be only summer seasonal facilities, and must be temporary buildings that can be moved when no longer needed. An electrical utility installation will be considered if brought into the recreation site and provided to a concession building or seasonal caretaker residence.

Minor Repairs. Repairs of hinges, toilet paper holders, door hooks or latches, and door springs shall be performed when discovered. Graffiti on walls, rocks or other places shall be painted over or otherwise removed upon discovery; it may be necessary to sand the area prior to painting to ensure graffiti does not show through.

Cleaning Time. The site shall be cleaned between the hours of 7:00 a.m. and 5:00 p.m.

#### **4.22 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 insure that paints, chemicals, and equipment are used and disposed of in a responsible manner per manufacturer's recommendations. It shall also be the Permittee's responsibility to provide necessary safety equipment, such as gloves, goggles and boots, and insure that they are used whenever unsafe conditions might be encountered. Pathogens, which may cause diseases such as hepatitis and cholera, and intestinal problems, may be encountered during 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.

#### **4.23 Emergency Response**

The Permittee must be prepared to respond to any emergencies, such as medical, law enforcement, facility breakdown, fire or flood, 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.

#### **4.24 Accident Notification**

The Permittee shall notify the Permit Supervisor within twenty-four (24) hours of any accidents involving personal injury, or threatening incidents involving wildlife, or of incidents involving the loss of equipment such as canoes, tents, or other gear that could create the impression that persons may be lost or in danger.

#### **4.25 Use of Fee Sites by Non-fee Guests**

Use of toilets and/or potable water facilities in park units by non paying customers will be allowed at no charge.

#### **4.26 Site Security and Law Enforcement**

The Permittee is responsible for providing site supervision to ensure public use, enjoyment, and safety. Permittee's staff must be on-site and available to answer questions and perform other public services for a minimum of two hours during peak daylight operating hours at each park unit, each day of the operating season. This hourly requirement is in addition to time spent performing routine janitorial and facility maintenance chores.

The Permittee is strongly encouraged to provide an on-site manager who shall remain in the park overnight.

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.

#### **4.27 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 park, to identify potential safety hazards and other conditions needing remedial action to maintain quality facilities and visitor experiences. High risk site conditions that develop during the season shall be mitigated, or the site shall be closed until the safety concerns are corrected

Trees shall be kept free of nails, rope, wire, unsafe branches, and other hazards that might endanger users or damage the trees. 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. Sites or facilities within two tree lengths of a standing hazardous tree should be closed until the condition is corrected.

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.

The inspections are to be documented on a form provided by the Division. (see **APPENDIX G.. PARK HAZARD INSPECTION FORM**)

#### **4.28 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. Permittee shall keep separate true and accurate books and records showing all permittee's business transactions under this permit in a manner acceptable to the State and the State shall have the right through its representative and at all reasonable times, to examine such books and records. Permittee hereby agrees that all such records and books are available to the State for inspection.

#### **4.29 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.

#### **4.30 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. 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 overnight camping, day use parking or boat launch use, 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 within the park unit, the Permittee shall notify the Permit Supervisor with all known applicable information on the operator.

#### **4.31 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 or for research activities. The Permittee is not authorized to issue permits for activities addressed within this regulation except for the authorization of an organized assembly of persons greater than 20 persons associated with a reserved use of a park facility (for group assemblies, group campsites, school field trips, etc.). Alaska State Parks will refer requests for these activities to the Permittee. The Permittee will honor those Special Park Use Permits already issued. (See **Appendix J**)

#### **4.32 Sales and Prices**

The Permittee may charge fees only to the extent that the State can charge fees under existing law

and regulations. Fees listed below show the fees that were charged at Lake Louise SRA in 2014 and the maximum fees allowed under current regulations. If the Permittee wishes to change the fees most recently charged at Lake Louise SRA, they must make this request prior to permit issuance. Prior to March 15 of subsequent years, any changes to these basic fees must be submitted to the State for prior approval.

<b><u>Activity</u></b>	<b><u>2014 Fee</u></b>	<b><u>Maximum Fee</u></b>
Camping	\$20 per night per vehicle	\$30 per night per vehicle
Walk-in Camping	\$5 per night	\$30 per night per vehicle
Daily Parking	\$10 per day per vehicle	\$10 per day per vehicle
Boat Launching	\$15 per launch-and-retrieve	\$20 launch-and-retrieve
Firewood bundles	\$8 per bundle	\$15 per bundle

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

- Drinking water
- Interpretive displays
- Roads
- Toilets

The Permittee may not charge overnight camping fees unless access to restrooms, picnic tables, fire rings and potable water is available, nor may they charge for day use parking unless a park visitor used developed parking area to park their vehicle and a restroom is available.

The Permittee is also authorized to sell recreational-related supplies and materials as agreed upon and approved by the project manager. Examples of items that may be approved are: State of Alaska fishing licenses (as authorized by Alaska Dept. of Fish and Game), firewood, insect repellent, film, recreational maps, and other recreational-related approved items.

The Permittee must provide to the State prior to permit issuance and prior to March 15 of subsequent years, a comprehensive list of services, products, and prices for approval for this season of operations. 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.

### **4.33 Advertising and 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. At a minimum, a sign stating, "This Park is operated



under a commercial permit issued by Alaska State Parks to *(insert business name)*” should be placed on or near the fee stations. The Permittee is responsible to fabricate, post, and maintain signs at the fee collection area, the bulletin boards, and the toilets.

#### **4.34 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.

#### **4.35 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, covering all business premises and operations used by the Permittee in the performance of services under this permit. 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.

#### **4.36 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 (5<sup>th</sup>) day of every month reporting the previous month’s visitation. These forms shall be filed for May through September. (See **APPENDIX E**) A sample daily use report form is included in Appendix E 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 F**).
- 3) Park Hazard Inspection reports are due on or before October 15, or within 30 days of the permit’s termination or revocation. (see **Appendix G**)
- 4) At the beginning and end of each summer field season the Permittee is responsible for conducting a facility inventory report using the form provided by Parks. This report will be copied and supplied by the State and should be submitted to the area office

headquarters no later than one week **after the beginning of the season** or no later than May 31<sup>st</sup>, and one week **after the end of the season** or no later than September 31<sup>st</sup>. (See **APPENDIX L**)

#### **4.37 Performance Bond or Assignment of Time Certificate of Deposit**

The Permittee shall secure a performance bond in an amount of **\$5000.00**. Bonds may take the form of corporate surety, U.S. Treasury bills, notes, bonds or other negotiable securities, cash deposits, irrevocable letters of credit, assignment of savings accounts, or assignment of certificates of deposit. (For example, see **Appendix D**) The bond shall be held by the State for the duration of the permit term, unless the Permit Supervisor determines that the need for the bond requirement no longer exists after one or more operating seasons. Upon completion of that review, the Permit Supervisor may reduce the amount of the bond or eliminate the need for the bond.

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

#### **4.38 Modification/Amendment of Permit**

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

#### **4.39 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 ¶ 4.40.

#### **4.40 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 ¶ 4.39 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 that the permit is revoked under this section.

#### **4.41 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.

#### **4.42 Assignment**

This contract may not be assigned or transferred without the written permission of the State. Assignment includes entering into contracts with other entities to provide goods or services under this permit.

#### **4.43 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.

#### **4.44 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.

"Permit Supervisor" means the 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 camping, daily parking, boat launch and firewood sales be offered? (circle one) YES NO**

Specify and elaborate: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(¶ 1.5) Are you proposing a credit toward your permit fee in exchange for honoring the Disabled Veteran's Camping Pass or the annual day use or boat launch passes? If so, please provide details:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The minimum permit fee is specified in ¶ 1.6 of this RFP, 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 permit fee

\$\_\_\_\_\_ additional permit fee

\_\_\_\_\_ % of gross revenues from camping

\_\_\_\_\_ % of gross revenues from daily parking

\_\_\_\_\_ % of gross revenues from boat launching

\_\_\_\_\_ % of gross revenues from picnic shelter and games area rentals

\_\_\_\_\_ % of gross revenues from other commercial activities: Specify: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\$\_\_\_\_\_ per bundle of firewood sold

\$\_\_\_\_\_ 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 one) 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 RFP.

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 RFP are required to submit an annual operations plan for the 2015 season as a part of their proposal. This plan, the permit stipulations included in this RFP 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.

Generally, the State does not regulate prices, so long as the park fees do not exceed the allowable maximum (§ 4.32), but reserves the right to do so. Please specify how fees shall be established and how the fees will be collected. 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 parks operation plan, as it relates to this RFP. 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 RFP are acceptable.

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

### **Sample Operating Plan Outline**

#### **A. Operating Season**

#### **B. Staffing and Management**

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

#### **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. Other service fees/rentals
- e. Sundries
- f. Financial control and accounting procedures
- 3. Insurance
- 4. Customer/Visitor Surveys and Feedback
- 5. Emergency Responses
- 6. Law Enforcement
- 7. Communication systems
- 8. Equipment and supplies
- 9. Use reports
- 10. Utilities
- 11. Garbage Management
- 12. Water system operation and testing
- 13. Toilet pumping
- 14. Site Hazards
- 15. Signs and Posters
- 16. Advertising
- 17. Road maintenance
- 18. Vandalism
- 19. Improvements
- 20. Storage
- 21. 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 RFP 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>SSN</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.

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**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 campgrounds, provide copies of annual written performance evaluations.

**Financial Data**

The respondent must list all projected annual operating costs for managing the park units, providing 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 and computers. 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
<b>Total Cost of Capital Equipment</b>				\$ _____

**Start-up Expenses**

<b>Item</b>	<b>Cost</b>
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:	
<b>Total Start-up Expenses</b>	<b>\$ _____</b>

**Sources and Uses of Financing**

<b>A. Sources of Financing</b>	
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)	
•	
•	
•	
<b>Total sources of Financing</b>	<b>\$ _____</b>

<b>B. Uses of Financing</b>	
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)	
•	
•	
<b>Total Uses of Financing</b>	\$_____

### 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**

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

### 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		\$ _____
<b>Total Assets</b>		\$ _____

##### Footnotes:

##### Liabilities

Current Liabilities		\$ _____
Long term Liabilities		\$ _____
<b>Total Liabilities</b>		\$ _____

##### Net Worth or Owner's Equity

(Total assets minus total liabilities)

<b>Total Liabilities and Net Worth</b>		\$ _____
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##### Footnotes:

### Start-up Income Statement Projection:

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

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

**Income Projection by Month – Year One**

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



# 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  concession contract, or a  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

<b>6. Does the applicant have any outstanding loans?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No      If yes, complete item 7		10. Is the account less than 2 months old? <input type="checkbox"/> Yes <input type="checkbox"/> No      If yes, complete item 11	
7. TYPES OF LOANS	MONTHLY PYMT.	PRESENT BALANCE	11. Date account was opened:
Secured			12. Payment Experience: <input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable If unfavorable, please explain in remarks
Unsecured			
8. Is applicant's statement in item 3 correct? <input type="checkbox"/> Yes <input type="checkbox"/> No      If yes, complete item 9			
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 RFP.
- \_\_\_\_\_ 2. Bank or investor letters of intent to finance project.
- \_\_\_\_\_ 3. Request for Verification Form completed by financial institution
- \_\_\_\_\_ 4. Copies of business leases pertinent to this business.
- \_\_\_\_\_ 5. Copies of all pertinent existing permits or licenses applicable to this business.

**APPENDIX D. SAMPLE - ASSIGNMENT OF TIME CERTIFICATE OF DEPOSIT**



State File # \_\_\_\_\_

**Assignment of Time Certificate of Deposit**

**Agreement Between**

\_\_\_\_\_ (Bank) and \_\_\_\_\_ ( Purchaser )

Purchaser: \_\_\_\_\_ SSN / TAX ID # \_\_\_\_\_

Address: \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

ACCOUNT # \_\_\_\_\_ TERM: 18 months (with automatic renewal)

Bank Mailing Address: \_\_\_\_\_

In order to fulfill the performance guarantee requirements of the Alaska Department of Natural Resources, Purchaser does hereby assign, transfer and set over all rights in the above referenced Time Certificate of Deposit (Certificate) to the State of Alaska, Department of Natural Resources, Division of Parks & Outdoor Recreation. State Mailing Address: \_\_\_\_\_, Alaska \_\_\_\_\_. Purchaser does hereby acknowledge the following conditions governing the assignment of the above referenced Certificate of Deposit:

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

The Purchaser may not withdraw the above referenced funds until such time as the State of Alaska provides written documentation to the bank releasing said funds to the Purchaser. Until such release is received, all decisions regarding the disposition of funds will be made solely by the State of Alaska, DNR. Bank shall assume no liability or responsibility for honoring the State of Alaska's instructions for disposition of funds. Bank shall not notify the Purchaser nor be liable to inquire whether there has been

Appendix M. Assignment of time certificate of deposit, Page 2

notice given the Purchaser by other parties. Bank will have no responsibility for determining Purchasers performance or payment under the State File No. \_\_\_\_\_.

Purchaser further agrees to:

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

**ACKNOWLEDGEMENT AND ACCEPTANCE BY BANK**

Bank Official	Title	Date

By signature above, the Bank:

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

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

Notary Public in and for the State of Alaska \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**ACKNOWLEDGEMENT AND ACCEPTANCE BY PURCHASER,**

*(All persons whose names appear on the Time Certificate account must sign below in front of a notary.)*

\_\_\_\_\_  
Purchaser Signature

[Print name and address] \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public in and for the State of Alaska

My Commission expires: \_\_\_\_\_

**APPENDIX E. – SAMPLE MONTHLY USE REPORT**

**Park Unit** \_\_\_\_\_

**Month/Year** \_\_\_\_\_

<b>DAY</b>	<b>OVERNIGHT CAMPING - RESIDENTS</b>	<b>OVERNIGHT CAMPING – NON-RESIDENTS</b>	<b>GROUP USE CAMPSITE</b>	<b>DAY USE PARKING</b>	<b>BOAT LAUNCH USE</b>
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					

**APPENDIX E – SAMPLE MONTHLY USE REPORT, PAGE 2**

**Park Unit:** \_\_\_\_\_

**Month/Year:** \_\_\_\_\_

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

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

Incident Reports: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Hazards Noted/Action taken:**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





**APPENDIX F. SAMPLE END OF SEASON REPORT**

**Park Unit** \_\_\_\_\_

**Year** \_\_\_\_\_

**Visitation – List Totals**

<b>Park Visitors</b>	<b>Daily Payers</b>	<b>Resident</b>	<b>Non-residents</b>
Camping			
Daily Parking			
Group Use Sites			
Boat Launching			
<b>Total</b>			

**Total Revenue Collections**

	<b>Camping</b>	<b>Daily Parking</b>	<b>Boat Launching</b>	<b>Firewood</b>	<b>Dump Station</b>	<b>Group Use Sites</b>	<b>Other Fees Or Sales</b>
<b>May</b>							
<b>June</b>							
<b>July</b>							
<b>August</b>							
<b>Sept.</b>							
<b>Column Total</b>							
<b><u>SEASON TOTAL</u></b>							

(Merchandise – please list specific types of merchandise sold below):

Comments on visitation or revenue situations:

---



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**APPENDIX G. PARK HAZARD INSPECTION FORM**

Name of Unit: \_\_\_\_\_ Date: \_\_\_\_\_  
Person Reporting \_\_\_\_\_

Complete       Follow-up Needed       Follow-up completed, documentation attached

**Park Inspection Report**

Even if no hazards are detected, it is important to complete this form.

Time of Day: \_\_\_\_\_ a.m./p.m.  
Weather conditions: \_\_\_\_\_  
Type of Inspection: (Circle any applicable)

Annual Inspection      Emergency Inspection      Campground Hazards      Swimming Hazards  
Trail Hazards      Structural Hazards      ADA Concerns      Other \_\_\_\_\_

List any hazards detected. If none are observed, write NONE DETECTED. Use sketches, maps and additional sheets, if necessary.

List any actions taken immediately, what problems were remediated, and any recommendations.

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**DATE**

**APPENDIX H. SAMPLE PARK USER SURVEY**

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

Park \_\_\_\_\_ Have you been here before? Y N

Date of Visit \_\_\_\_\_ Residence – State/Province/Country \_\_\_\_\_

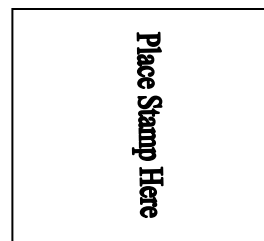
Please check all activities you have participated in during your stay:

- |   |  |
|---|--|
| <input type="checkbox"/> Camping          | <input type="checkbox"/> Swimming                    |
| <input type="checkbox"/> Hunting          | <input type="checkbox"/> Boating (non-motorized)     |
| <input type="checkbox"/> Backpacking      | <input type="checkbox"/> Boating (motorized)         |
| <input type="checkbox"/> Fishing          | <input type="checkbox"/> Wildlife/Nature Observation |
| <input type="checkbox"/> Picnicking       | <input type="checkbox"/> ATV/4x4 Touring             |
| <input type="checkbox"/> Mountain Biking  | <input type="checkbox"/> Staying at a Lodge          |
| <input type="checkbox"/> Special Event    | <input type="checkbox"/> Visiting Historical and/or  |
| <input type="checkbox"/> Family Gathering | Archaeological Sites                                 |
| <input type="checkbox"/> Day Hike         | <input type="checkbox"/> Other _____                 |

FOLD HERE



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



Please grade your visit in the Alaska State Parks

	Excellent	Satisfactory	Poor		
1. How as the overall cleanliness of the area (litter, campgrounds, toilets, etc.)?	A	B	C	D	E
2. How safe and unthreatened did you feel in the area (adequate law enforcement, ranger contacts)?	A	B	C	D	E
3. Were campground personnel accessible if needed?	A	B	C	D	E
4. Was information provided and were your questions handled to your satisfaction?	A	B	C	D	E
5. Were personnel courteous and helpful?	A	B	C	D	E
6. 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 \_\_\_\_\_

**We will gladly respond to your questions or comments!**

# APPENDIX I: STANDARD PERFORMANCE EVALUATION FORM

## Mid-Year and Year-End Performance Appraisal Campgrounds under Commercial Use Permit

Area/Park Unit(s): \_\_\_\_\_ Permittee: \_\_\_\_\_

Appraiser: \_\_\_\_\_ Date: \_\_\_\_\_

Performance Item	Above Standards	Meets Standards	Below Standards	Unacceptable
<b>A. Permit Terms</b>	*****	*****	*****	*****
! 1. Insurance requirements met				
!2. Payments timely				
3. Use reports accurate & timely				
4. Other permit terms met (specify below)				
Communications				
Miscellaneous Sales				
<b>B. Operation and Maintenance Plan</b>	*****	*****	*****	*****
! 1. O&M Plan complete & properly submitted				
2. MAINTENANCE ACCOUNT/fee offset plan submitted in a timely manner				
!3. MAINTENANCE ACCOUNT/Fee offset projects completed to standard				
4. Pre- and post-season ops & maintenance performed to standard and in a timely manner				
<b>C. Customer Service</b>	*****	*****	*****	*****
! 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				
<b>D. Health and Cleanliness</b>	*****	*****	*****	*****
!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 I: Standard Performance Evaluation Form page 2

Performance Item	Above Standards	Meets Standards	Below Standards	Unacceptable
<b>E. Setting</b>	*****	*****	*****	*****
1. Numbers of people & vehicles is kept below site capacity				
<b>F. Safety and Security</b>	*****	*****	*****	*****
!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				
<b>G. Responsiveness</b>	*****	*****	*****	*****
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.				
<b>H. Condition of Facilities</b>	*****	*****	*****	*****
!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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Midyear 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 ¶ 4.39 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 J. GROUP USE PERMIT FORM**

**Alaska State Parks Special Park Use Permit Application**

*Please note that a non-refundable application fee may be required for Special Park Use Permits.  
Make check payable to the State of Alaska. Call park office listed for facility for more information.*

Applicant: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Fax Number: \_\_\_\_\_

Email \_\_\_\_\_

Park Facility Name or Location of Activity (attach map if necessary) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is this for reserved and exclusive use of this park facility? \_\_\_\_\_

From: \_\_\_\_\_ to \_\_\_\_\_

Date and Time am/pm Date and Time am/pm

Description of Activity (attach additional information if necessary) \_\_\_\_\_

\_\_\_\_\_

Number of People: \_\_\_\_\_ Adults \_\_\_\_\_ Children

Other Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

## **General Stipulations, Alaska State Parks Special Use Permit**

- 1. Non-assignment:** This permit may not be assigned without the written approval and acceptance of the assignee by the director or his/her designee. Further, the licensee shall not sublet or enter into any third party agreements involving the privileges authorized by this permit.
- 2. Non-waiver Provision:** The failure to enforce provision of this permit or any default on the part of the permittee in observance or performance of any of the conditions or requirements of this permit is not a waiver of the forfeiture provision or any other provision of the permit.
- 3. Permanent Structures:** Permanent structures are prohibited from being placed by the permittee on state park lands or waters.
- 4. Personal Property:** If personal property is authorized to be placed or located on park lands or waters under the provisions of this permit said personal property shall be removed prior to the expiration of the permit or may be impounded by the state.
- 5. Forfeiture:** Permittee shall forfeit the permit if he/she defaults in the performance or observance of any of the permit terms, covenants or stipulations or of a statute or regulation.
- 6. State Held Harmless:** The permittee agrees to indemnify, defend and hold harmless the State of Alaska from any and all liability claims arising from the actions of the permittee or his/her agents, employees or clients while conducting activities under this permit on state park lands or waters.
- 7. Litter Removal:** The licensee shall remove all litter caused by their activities and shall make a reasonable effort to pick up and remove from the park litter which they find in the vicinity of their activities within the park.
- 8. Valid Claims and Applicable Laws:** This permit is subject to all valid claims and applicable laws and regulations.
- 9. Forest Fire Suppression:** The permittee and his/her agents and employees agree to take all reasonable precautions to prevent, make diligent efforts to suppress, and report promptly all fires on or endangering state park lands. No material shall be disposed of by burning during closed season established by law or regulation without a written permit from the state forester.
- 10. Campfires:** Permittee and his/her agents and employees agree to abide by all state regulations pertaining to campfires.
- 11. Protection of Park Land or Property from Damage:** Permittee shall exercise diligence in protecting from damage the land, property and resources of the State of Alaska in the area covered by and used in connection with this permit and shall pay the state for any damage resulting from negligence or from the violation of the terms of this permit or any law or regulation applicable to the use of state parks by the permittee or by his/her agents and employees when acting within the scope of their employment or by his/her contractors and subcontractors.
- 12. Repair of Damage:** Permittee shall fully repair all damage, other than ordinary wear and tear, to state park roads and trails caused in the exercise of the privilege authorized by this permit.

**13. Non-obstruction of Public Use:** Permittee, employees, agents or clients shall not interfere with free public use of roads and trails in the area of their activities except as may be authorized by special stipulation in this permit.

**14. Geographic Limitation:** This permit is applicable only for the use areas described.

**15. Selling Prohibited:** It is expressly agreed and understood that this permit does not authorize the permittee to solicit business, advertise, collect any fee or sell any goods or services on state park lands or waters.

**16. No Preferential Right of Renewal:** No rights of renewal or preferential rights for renewal are attached to this permit.

**17. Wheeled or Tracked Vehicles:** Activities employing wheeled or tracked vehicles when specifically allowed under the description of activities of the permit or in the special stipulations shall be conducted in such a manner as to minimize surface damage to park lands and resources.

**18. Activity Area and Campsite Cleanliness:** All activity areas and campsites shall be kept clean and maintained in a workperson-like manner.

**19. Survey Monuments:** Survey monuments, witness corridors, reference monuments, mining claim posts and bearing trees shall be protected against destruction, obliteration or damage. Any damaged or obliterated markers caused by actions of the permittee or his/her agents shall be reestablished in accordance with accepted survey practices of the state.

**20. Natural Hazards:** The permittee recognizes and understands that natural hazards are likely to exist within the area of his/her operation. The permittee agrees to take all reasonable precautions to make himself/herself aware of these hazards and to avoid injury to persons or property.

**21. Signs:** No signs or advertising devices shall be erected on the area covered by this permit, or highway leading thereto, without prior approval of the state as to location, design, size, color and message. Erected signs shall be maintained and renewed as necessary to neat and presentable standards.

**22. Advertising:** The permittee in his/her advertisements, signs, circulars, brochures, letterheads, and like material as well as orally shall not represent in any way any terms and conditions or status of this permit or areas covered by its or tributary thereto.

**23. State Inspection of Permit Area:** The state reserves the right to inspect areas of activity under this permit. It is understood, however, that the state will only inspect the site during normal periods of activity by the permittee or at other times that are convenient to the permittee unless in an emergency situation.

**24. Special Stipulations:** Any special stipulations attached to this permit are a part of this permit.

**25. Native Claim Selection:** Should this permit fall within the boundaries of a present or future native claim selection area the permit will terminate on the date the selection receives tentative approval for transfer or patent to a native or native corporation.

## **APPENDIX K. APPLICABLE DIRECTOR'S ORDERS**

Directors Order Regarding State Park Fees  
#271 Approved 11/26/14 and amended 12/16/14  
See below:



THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

Department of Natural Resources  
DIVISION OF PARKS & OUTDOOR RECREATION

550 West 7<sup>th</sup> Avenue, Suite 1380  
Anchorage, AK 99501-3561  
Main: 907 269 8700  
Fax: 907 269 8907

**DIRECTOR'S ORDER REGARDING FEES for ANNUAL DECALS  
AND USE OF PARK FACILITIES**

**Order Number 271  
Amended December 15, 2014**

Approved:  Date: 12-16-2014  
Ben Ellis, Director

This order takes effect January 1, 2015, and supersedes previous fee orders.

Under authority of 11 AAC 05.010 (a) (12), state park fees are set at the following levels:

**Annual Decals**

Boat Launching

Non-transferable calendar-year annual decal for use of an improved boat ramp in a park facility developed principally for boat launching - \$100.

A second non-transferable annual decal for boat launching for the same family with the same address (vehicle rental companies excluded) - \$50 if purchased simultaneously or upon presentation of receipt from previous purchase of current year annual pass.

Third and subsequent decals - \$100 each.

*For park facilities with both a boat launch and daily parking fee, the payment of a boat launching fee through either a daily launch fee or the annual boat launch pass entitles the vehicle operator to park the towing vehicle with boat trailer attached without paying an additional daily parking fee on launch and retrieval days.*

Private property owner whose only reasonable access to their property is by use of an improved boat ramp in a state park - \$50 for a two year boat launching permit, \$25 for a second permit if purchased simultaneously or upon presentation of a receipt from previous purchase of a current year annual boat launching permit. Third and subsequent permits - \$50.

Daily Parking

Non-transferable calendar-year annual decal for daily parking - \$50.

A second non-transferable annual decal for daily parking for the same family with the same address - \$25 if purchased simultaneously or upon presentation of receipt from previous purchase of current year annual decal for parking. Third and subsequent decals - \$50.

**Facilities Within State Park Units where Annual Decals Do Not Apply**

- The Pillars and Eagle Rock, Kenai River Special Management Area
- The Eagle River Nature Center, Chugach State Park (Separate parking fees apply)
- Arctic Valley Ski Area, Chugach State Park (Separate parking fees apply)

**Facilities Operated by Division of Parks & Outdoor Recreation  
where Annual Decals Do Not Apply**

- Little Su Public Use Facility, except that DAV camping passes are honored

**Overnight Camping**

Overnight use of a developed campsite, per site or per vehicle as specified below, at the following locations:

<b><u>Chugach</u></b>	<b><u>Site or vehicle</u></b>	<b><u>Fee</u></b>
Bird Creek Campground	Site	\$20
Bird Creek Overflow	Vehicle	\$20
Eklutna Lake Campground	Site	\$15
<b><u>MatSu/Copper Basin</u></b>	<b><u>Site or vehicle</u></b>	<b><u>Fee</u></b>
Denali SP		
Denali View North Campground	Vehicle	\$15
Denali View South Campground	Vehicle	\$15
Lower Troublesome Creek Campground	Vehicle	\$15
Byers Lake Campground	Site	\$15
Kesugi Ken RV Campground (w/electric)	Site	\$30
Kesugi Ken Tent Campground	Site	\$20
Finger Lake SRS	Site	\$25
Sites designated as "Premium"	Site	\$30
Gold Mint Trailhead and Campground	Vehicle	\$15
Government Peak Campground	Site	\$15
Nancy Lake SRA		
South Rolly Lake Campground	Site	\$15
Nancy Lake SRS	Site	\$15
Willow Creek SRA	Vehicle	\$15

<b><u>Northern</u></b>	<b><u>Site or vehicle</u></b>	<b><u>Fee</u></b>
Big Delta SHP	Vehicle	\$10
Birch Lake SRS	Vehicle	\$15
Chena River SRA		
Rosehip Campground	Site	\$15
Tors Trail Campground	Site	\$15
Red Squirrel Campground	Vehicle	\$15
Clearwater SRS	Site	\$15
Delta SRS	Site	\$15
Donnelly Creek SRS	Site	\$15
Harding Lake SRA		
Harding Lake Campground	Site	\$15
Harding Lake Parking Areas	Vehicle	\$15
Quartz Lake SRA		
Quartz Lake Campground	Site	\$15
Quartz Lake Camping/Parking Lot	Vehicle	\$15
Lost Lake Campground	Site	\$15
Salcha River SRS	Vehicle	\$15
Upper Chatanika River SRS	Site	\$15
<b><u>Southeast</u></b>	<b><u>Site or vehicle</u></b>	<b><u>Fee</u></b>
Chilkoot Lake SRS	Site	\$15
Chilkat State Park	Site	\$15
Eagle Beach SRA	Site	\$15
Portage Cove SRS	Site	\$10
Settlers Cove SRS	Site	\$15
<b><u>Kenai</u></b>	<b><u>Site or vehicle</u></b>	<b><u>Fee</u></b>
Bings Landing SRS	Site	\$15
Clam Gulch SRA	Site	\$15
Crooked Creek SRS	Site	\$15
Deep Creek SRA	Site	\$15
Deep Creek North	Site	\$15
Deep Creek South	Site	\$15
Funny River SRA	Vehicle	\$15
Izaak Walton SRS	Site	\$15
Johnson Lake SRA	Site	\$15
Morgans Landing SRA	Site	\$15
Ninilchik SRA		
Ninilchik River Campground	Site	\$15
Ninilchik Scenic Overlook	Site	\$15
Ninilchik View Campground	Site	\$15



<u>Kodiak</u>	<u>Site or vehicle</u>	<u>Fee</u>
Buskin River SRS	Site	\$15
Fort Abercrombie SHP	Site	\$15

### Daily Parking

Daily use of designated parking areas with access to restrooms at the following locations (may be limited to seasonal access) - \$5 per vehicle per day.

Anchor River SRA  
 Angel Rocks Trailhead, (Chena River State Recreation Area)  
 Big Lake North SRS  
 Big Lake South SRS  
 Bings Landing KRSMA  
 Birch Lake SRS  
 Bird Creek Fishing Access Site (Chugach State Park)  
 Bird Point Scenic Overlook and Trailhead (Chugach State Park)  
 Bird Ridge Trailhead (Chugach State Park)  
 Bird to Girdwood Pathway Access (Chugach State Park)  
 Byers Lake (Denali State Park)  
 Captain Cook SRA  
 Clam Gulch SRA  
 Cooper Landing KRSMA  
 Crooked Creek SRS  
 Deep Creek SRA  
 Deep Creek North SRS  
 Deep Creek South SRS  
 Dry Creek SRS  
 Eagle River Campground and Picnic Area (Chugach State Park)  
 Eagle River Greenbelt Access at Briggs Bridge (Chugach State Park)  
 Eagle Rock (Kenai River Special Management Area)  
 Eklutna Lake Recreational Facilities (Chugach State Park)  
 Ermine Hill Trailhead (Denali State Park)  
 Finger Lake SRS  
 Fishhook Trailhead (Hatcher Pass)  
 Glen Alps Trailhead (Chugach State Park)  
 Gold Mint Trailhead (Hatcher Pass)  
 Harding Lake SRA  
 Independence Bowl Trailhead (Hatcher Pass)  
 Independence Mine SHP  
 Izaak Walton KRSMA  
 Johnson Lake SRA  
 Kasilof River SRS  
 Kenai River Flats – KRSMA – July only  
 Kesugi Ken Day Use Area (Denali State Park)

King Mountain SRS  
Lake Louise SRA  
Liberty Falls SRS  
Little Coal Creek Trailhead (Denali State Park)  
Lowell Point SRS  
Lower Troublesome Creek (Denali State Park)  
Matanuska Glacier SRS  
Matanuska Lakes SRA (Matanuska, Canoe, Irene and Long Lakes)  
McHugh Creek Picnic Area and Trailhead (Chugach State Park)  
Morgans Landing KRSMA  
Nancy Lake SRS  
Nancy Lake SRA  
Ninilchik Beach Campground  
Ninilchik River Scenic Overlook  
Northfork Eagle River, Mile 7.4, Eagle River Road (Chugach State Park)  
Potter Trailhead (Chugach State Park)  
Prospect Heights Trailhead (Chugach State Park)  
Quartz Lake SRA  
Rocky Lake SRS  
Squirrel Creek SRS  
Tors Trailhead (Chena River State Recreation Area)  
The Pillars KRSMA  
Thunder Bird Falls Trailhead (Chugach State Park)  
Upper Huffman Trailhead (Chugach State Park)  
Upper Troublesome Creek (Denali State Park)  
Willow Creek SRA

"Day" means a calendar day or any portion of a calendar day. Payment of the overnight camping fee will be required for vehicles parked in areas designated for camping between 6 pm and 9 am. Payment of the day use parking fee will not be required for vehicles used in conjunction with launching a boat at boat launch parking areas.

#### **Guided Tours of Historical Sites**

\$6 per person, for regularly scheduled guided tours  
\$6-30 per person for specially arranged tours led by DPOR staff

#### **Boat Launching**

With the exception of the Pillars, Bings Landing, Cooper Landing and Izaak Walton in the Kenai River SMA, Kasilof River SRS and Deep Creek SRA, boating and fishing guides with valid Commercial Use Permits issued by Alaska State Parks are exempt from boat launching fees while engaged in commercial use. Hand-carried and/or car-top boats not using the ramp are also exempt from the fee.

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Director's Order #271-Amended December 15, 2014  
Fees for Annual Decals and Use of Park Facilities  
Page 5 of 6

Daily use of designated improved boat launch at the following park units is \$20:

The Pillars – KRSMA  
Eagle Rock - KRSMA

Daily use of designated improved boat launches at the following park units is \$15:

Bings Landing Boat Launch – KRSMA*	Lake Louise SRA
Finger Lake SRS	Nancy Lake SRS
Izaak Walton – KRSMA*	

Daily use of designated improved boat launches at the following park units is \$10:

Birch Lake SRS	Harding Lake SRA
Chilkoot Lake SRS	Kasilof River SRS*
Clearwater SRS	Lake Aleknagik SRS
Cooper Landing Boat Launch – KRSMA*	Quartz Lake SRA
Deep Creek SRA*	Salcha River SRS
Flat Creek Slough-Chena River SRA	Old Sitka SHP

\*Commercial operators using the boat launches at Bings Landing, Cooper Landing and Izaak Walton in the Kenai River SMA, Kasilof River SRS or Deep Creek SRA must obtain an annual boat launch decal and commercial operators using the Pillars boat launch must pay daily boat launch fees.

### **Sanitary Dump Stations**

The use of a recreational vehicle holding tank dump station at the below listed locations is \$10. Dump station fees do not apply to campers who paid camping fees for at least one night at the facility where the dump station is located.

Big Delta SHP  
Byers Lake Campground  
Harding Lake SRA  
Ninilchik SRA

### **Firewood**

Per bundle - \$8 or less

APPENDIX L. INVENTORY

LAKE LOUISE STATE RECREATION AREA

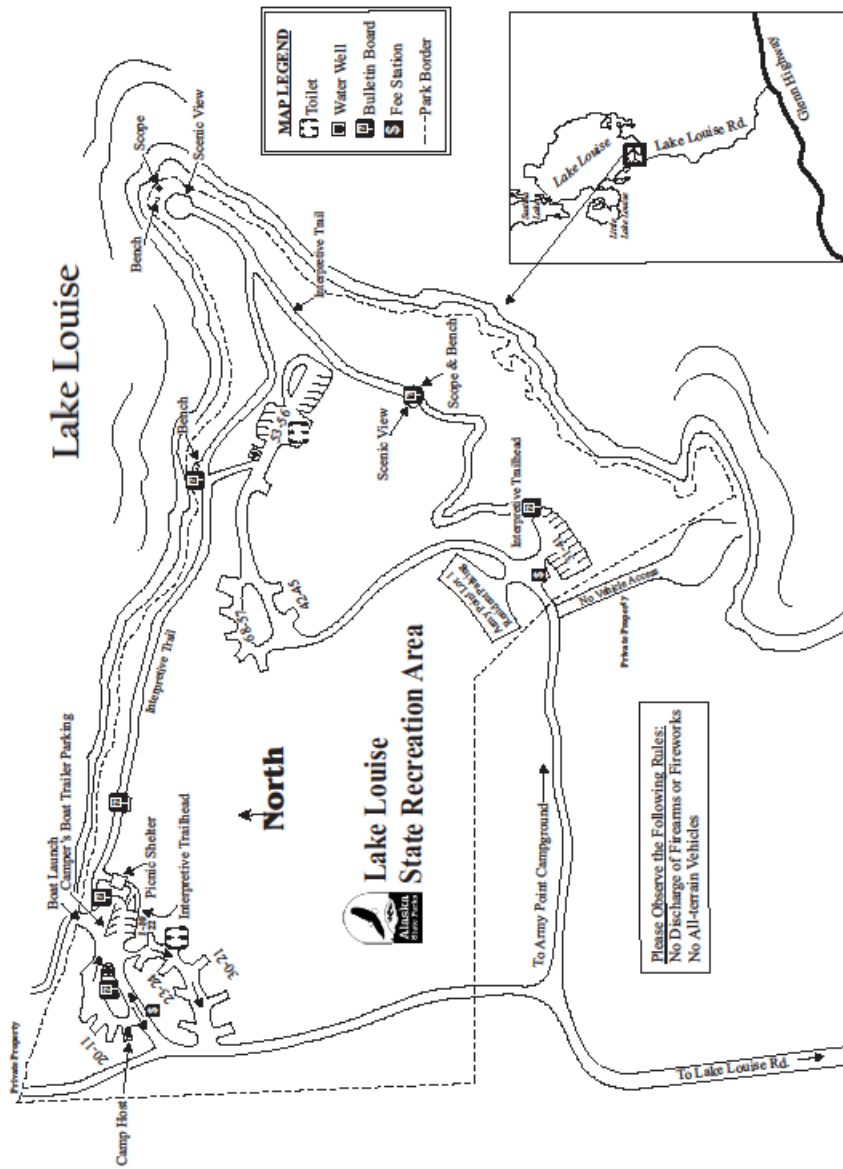
(name of facility)

**DATE:** 5/10/14

**INVENTORY CONDUCTED BY:** Ranger Dan Amyot

PROPERTY	QUANTITY	REMARKS
Picnic Tables	63	
Fire rings	65	
Benches	16	
Latrines	3	1 – new CXT double 2008; 2 – new CXT singles
Group Shelters	1	
Trash cans	18	With bear proof covers
Hand pumps	2	Water storage tanks
Viewing scopes	2	
Wind Sock	1	At Army Point
Iron Ranger (fee safe)	2	
Kids Don't Float Rack	1	
Information Kiosk	8	
Bulletin Boards	3	
Fee Stations	2	With signs
Storage shed	1	
Class A Entrance Sign	1	
Log cabins	3	Deteriorated

# APPENDIX M. PARK LOCATION MAP



# APPENDIX N. PARK OVERVIEW MAP

