

STATE OF ALASKA

BILL WALKER, GOVERNOR

SOUTHEAST AREA
POB 111071
JUNEAU, ALASKA 99811
PHONE: (907) 465-2482

DEPARTMENT OF NATURAL RESOURCES

Division of Parks and Outdoor Recreation

Re: Permit to operate Sitka District State Park units

Dear Prospective Day use area Operator:

The State of Alaska, Department of Natural Resources, is offering an opportunity for qualified entities to obtain an exclusive Competitive Permit for Commercial Activities to operate some or all of the day use, and boat launch facilities in the Sitka District State Park units. These units are Castle Hill State Historical Site, Halibut Point State Recreation Site and Old Sitka State Historical Park. Applications must be received at the issuing office no later than **June 24, July 3, 2015, at 5:00pm**. Copies of the bid packet and permit application are available at the Southeast Area office in Juneau (400 Willoughby Ave, 5th floor) and at the Sitka District office at 3803 H.P. Road or on the web at 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 or permits to individual operators. Permits will be 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 annual permit fee of \$1,000.00 per unit,
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.

Proposals 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,

Michael Eberhardt, Park Superintendent

Enclosure: Request for Proposal for Private Commercial Operation of Sitka District State Park units

REQUEST FOR PROPOSALS
FOR
PRIVATE COMMERCIAL OPERATION OF
SITKA DISTRICT STATE PARK UNITS, SITKA, ALASKA

Issuance Date: June 9, 2015
Amendment #1 Issued: June 19, 2015

Due Date and Time for Proposals:
~~June 24, 2015, at 5:00 p.m.~~
Amended Due Date: July 3, 2015 at 5:00 p.m.
Note: No other changes have been made to this RFP

Issued by:
STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF PARKS AND OUTDOOR RECREATION
SOUTHEAST AREA

Permit Supervisor: Michael Eberhardt
Physical Address: 400 Willoughby Ave. 5th fl.
Juneau, Alaska

Mailing Address: Alaska State Parks
POB 111071
Juneau, AK 99811

PHONE: (907) 465-2481
E-Mail: mike.eberhardt@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 all or a portion of Sitka District State Park units, (hereafter referred to as “parks”). The State intends to issue a Competitive Park Use Permit or Permits for Commercial Activities authorizing the private operation of the parks beginning in July or August, 2015. The permit or permits 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 Descriptions

Sitka District State Park units are located at: Castle Hill State Historical Site - Lincoln Street Downtown Sitka, Halibut Point State Recreation Site - 4.4 mile Halibut Point Road, and Old Sitka State Historical Park - 7.5 mile Halibut Point Road in Sitka, Alaska. The sites have the following facilities;

- Castle Hill SHS: interpretative signs, trails and benches;
- Halibut Point SRS: 4 picnic shelters of various sizes, two picnic sites, two vaulted toilets, two pit toilets, 1 mile trail system, a one bedroom house, small shop and connected covered parking area, one small office and two associated public parking lots;
- Old Sitka SHP: one double launch ramp with parking, associated dock, one vaulted toilet, one caretaker house, historical interpretation with shelter, 2 picnic sites and 2 mile trail.

1.2 Summary Account of Services to be provided

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

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

At a minimum, shelter reservations at Halibut Point SRS, boat launching at Old Sitka SHP and maintenance services at all units must be provided. All additional business conducted in the park must be related to the park and outdoor recreation. Retail sales, equipment rentals 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 Parks to Remain Units of the State Park System

The State intends that the parks will continue to be identified as units 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 at park entrances or other location in the park that is visible to the public.

1.4 Annual Daily Parking

The operator may propose charging a day use parking fee for use of the parking areas.

1.5 Permit Fee Paid to the State

At a minimum, the annual permit fee shall be \$1,000 per unit to be managed. 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 a trade-off between the revenue paid to the State and technical merit.

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.

The State will entertain a proposal that establishes a Maintenance Account, to be used for repairing non-insured damage to facilities, and services and supplies which address deferred maintenance needs. 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.

1.6 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 a 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 a 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.

1.7 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.

1.8 Issuing Office

The office issuing this RFP is:

State of Alaska, Department of Natural Resources
Division of Parks and Outdoor Recreation
POB 111071
Juneau, AK 99811

Permit Supervisor: Michael Eberhardt
Physical Address: 400 Willoughby Ave.
Juneau, AK 99811
Phone: (907) 465-2481
E-Mail: mike.eberhardt@alaska.gov

All inquiries regarding this RFP shall be directed to:
Jamie Walker, Administrations Operations Manager I
Phone: 907-269-8903
Fax: 907-269-8907
Email: 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 ~~June~~ **24 July 3, 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
SITKA DISTRICT STATE PARK UNITS"
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 five 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 permits awarded under this RFP are 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 permits. 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

Sitka District State Park units are located at: Castle Hill SHS -- Lincoln Street, Halibut Point SRS -- 4.4 mile Halibut Point road and Old Sitka SHP -- 7.5 mile Halibut Point Road.

The sites have the following facilities;

- Castle Hill SHS: Historic site with interpretation, trails and benches;
- Halibut Point SRS: 4 picnic shelters of various sizes, two picnic sites, two vaulted toilets, two pit toilets, 1 mile trail system, a one bedroom house, small shop and connected covered parking area, one small office and two associated public parking lots;
- Old Sitka SHP: one double launch ramp with parking, associated dock, one vaulted toilet, one caretaker house, historical interpretation with shelter, 2 picnic sites and 2 mile trail.

2.1 Description: Sitka District State Park units

Castle Hill State Historical Site: This 1.35 acre unit has gravel trail system and cement stairs going to the top of the hill to the old building/castle site. At the top there is now an encompassing rock wall with interior grass area, cannons and interpretative signs. There are also interpretative signs at both entrances to the hill.

Halibut Point State Recreation Site: This unit is a very popular recreational destination for residents of Sitka and the most popular picnicking area in town. It is best know for its main picnic shelter that has a wonderful beach and panoramic view across Sitka Sound to Mt Edgecombe. There is a trail system with a large set of stairs that makes a loop through the length of this unit. In the heart of the park along Cascade Creek is the caretaker house, office and maintenance facility. There is a large parking area near the North end of the unit and a small parking area near the South end.

Old Sitka State Historical Park: This unit has a launch ramp and parking areas, a day use area with interpretive signs and a caretaker residence that has electric, septic and tanked water system. This unit also includes the two mile long Forest and Muskeg Trail.

2.2 Visitation and Use Patterns

Castle Hill SHS is a destination for most cruise ship passengers as well as independent travelers; most visitors to the site spend less than an hour there. The Halibut Point State Recreation Site is the most heavily used picnic area in Sitka and some of the shelters are rented every weekend for 4 months during the summer. The trails at Halibut Point SRS also get regular use throughout the year, mainly by Sitka residents. The boat launch at Old Sitka SHP is the only such facility at the north end of Sitka's road system and gets heavy use during the fishing and hunting seasons. The day use area at Old Sitka SHP gets moderate use during the summer and light use during the rest of the year.

While accurate numbers for overall use are not available, the following monthly estimates for each unit were determined using a combination of staff observations and revenue receipts:

| | | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | |
|-------------------|------------|-----|-----|-----|------|------|------|------|------|------|------|------|-----|--------|
| Baranof Castle | | | | | | | | | | | | | | |
| SHS: | | | | | | | | | | | | | | |
| 2013 | dayuse | 118 | 140 | 167 | 504 | 3180 | 4240 | 4381 | 4112 | 2047 | 576 | 315 | 129 | 19,909 |
| | commer. | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | - |
| | TOTAL | 118 | 140 | 167 | 504 | 3180 | 4240 | 4381 | 4112 | 2047 | 576 | 315 | 129 | 19,909 |
| 2014 | dayuse | 140 | 118 | 336 | 504 | 4151 | 4240 | 4350 | 4133 | 2040 | 576 | 315 | 310 | 21,213 |
| | commer. | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | - |
| | TOTAL | 140 | 118 | 336 | 504 | 4151 | 4240 | 4350 | 4133 | 2040 | 576 | 315 | 310 | 21,213 |
| Halibut Point SRS | | | | | | | | | | | | | | |
| 2013 | dayuse | 250 | 300 | 674 | 809 | 1230 | 1987 | 2293 | 1798 | 740 | 456 | 370 | 250 | 11,157 |
| | commer. | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | - |
| | TOTAL | 250 | 300 | 674 | 809 | 1230 | 1987 | 2293 | 1798 | 740 | 456 | 370 | 250 | 11,157 |
| 2014 | dayuse | 179 | 260 | 189 | 867 | 1235 | 1797 | 2053 | 1478 | 863 | 527 | 200 | 171 | 9,819 |
| | commer. | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | - |
| | TOTAL | 179 | 260 | 189 | 867 | 1235 | 1797 | 2053 | 1478 | 863 | 527 | 200 | 171 | 9,819 |
| Old Sitka SHP | | | | | | | | | | | | | | |
| 2013 | dayuse | 85 | 110 | 157 | 212 | 310 | 346 | 342 | 337 | 334 | 282 | 120 | 110 | 2,745 |
| 2013 | boat InCh. | 328 | 360 | 472 | 844 | 1352 | 1364 | 1380 | 1540 | 1320 | 850 | 850 | 750 | 11,410 |
| | commer. | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | TOTAL | 413 | 470 | 629 | 1056 | 1662 | 1710 | 1722 | 1877 | 1654 | 1132 | 970 | 860 | 14,155 |
| 2014 | dayuse | 85 | 122 | 157 | 212 | 323 | 346 | 342 | 337 | 334 | 282 | 180 | 110 | 2,830 |
| 2014 | boat InCh. | 328 | 360 | 472 | 844 | 1452 | 1464 | 1480 | 1580 | 1300 | 800 | 850 | 750 | 11,680 |
| | commer. | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | TOTAL | 413 | 482 | 629 | 1056 | 1775 | 1810 | 1822 | 1917 | 1634 | 1082 | 1030 | 860 | 14,510 |

2.3 Revenue Collections

User Fees Collected By Fiscal Year (July 1 – June 30)
(rounded to thousands)

| Year | Shelter | |
|------|-------------|--------------|
| | Boat Launch | Reservations |
| 2009 | 13 | 3 |
| 2010 | 13 | 3 |
| 2011 | 8.5 | 3.5 |
| 2012 | 9.5 | 3 |
| 2013 | 11 | 2.5 |
| 2014 | 13 | 2.5 |

Special Note: Due to a federal aid agreement the state entered into for funding to improve the park’s built facilities, ***all fees collected at Old Sitka SHP must be deposited directly into a fund managed by the Department of Fish and Game.*** The Permittee must submit to the state all boat launch fees and any other fees charged at Old Sitka SHP on a monthly basis. In return for site management services, the State will pay the Permittee a sum equal to these monthly deposits of revenue. The Permittee must submit an invoice to the State for this payment, and may submit that invoice when the fees are submitted to the state.

2.4 Management Issues

Castle Hill SHS:

This unit is mainly an interpretive and scenic view area used predominately by visitors to Sitka.

Wildlife – There are no wildlife issues.

Public use– This unit is very near the center of town and can have issues with vandalism and illegal uses, mainly during late night hours.

Potable Water – None on site.

Special Regulations – The possession and consumption of alcoholic beverages is prohibited (11 AAC 20.905(2))

Fee Compliance – There currently are no fees charged for public use.

Restrooms –None at this site

Halibut Point SRS:

This unit is predominately favored by Sitka residents as a beach access and a picnic area and use is driven by weather, holidays, and weekends. Holiday weekend use often exceeds the park’s parking capacity.

Wildlife – There have been few issues with wildlife due to the park’s proximity to residential areas and large numbers of users. During the salmon spawning season bears do frequent the unit to forage for fish.

Public use– There are occasional conflicts when groups with no reservation attempt to use the picnic shelters during a time when the shelters have been reserved. Some park visitors may illegally cut live vegetation for burning in the park. Permittees are therefore encouraged to provide firewood for sale in this park.

Potable Water – Available at a spigot near main shelter.

Special Regulations – There are no special regulations for this park.

Fee Compliance – Having a daily monitoring program is essential for adequate fee compliance. A host or caretaker is required to reside in this unit.

Restrooms – The park vaulted restrooms have a 1,500 gallon vault capacity which is generally sufficient to last an entire season of use. It is recommended the vaults be pumped at the end of each season to start the next year with empty tanks. Restrooms are designed with ease of service and maintenance in mind. To keep trash from being deposited into the vaults (making pumping expensive), it is recommended that trash cans be placed in each stall. There are also two pit toilets, one located near the South shelter and another at the picnic area at the South end of the Park. These need to be moved once every 4-6 years.

Host Site Septic - House has lift pump delivering waste to the City septic system.

Old Sitka SHP:

This unit has two separate functions:

1. Boat launch ramp and parking for vehicles and trailers for boating and
2. Day use area with interpretive signs and two mile foot trail (Forest and Muskeg Trail)

Wildlife – There is fairly frequent bear sightings on the Forest and Muskeg Trail due to its proximity to undeveloped forest and a salmon spawning stream. The trail has been closed occasionally in the past due to bear activity.

Public use – The boat launch and associated parking are used by local residents regularly throughout the year, with peak use during the summer and fall. The day use/interpretive area receives moderate use during the summer and very little use in the winter. The trail receives moderate use year-round.

Potable Water – None in this unit other than what is hauled in for private use of the caretaker.

Special Regulations – The possession and consumption of alcoholic beverages is prohibited (11 AAC 20.905(4))

Fee Compliance – Having a daily monitoring program is essential for adequate fee compliance at the launch ramp and there is some commercial use of the interpretive area. A host or caretaker is required to reside in this unit.

Restrooms – The single park restroom has a 750 gallon vault capacity which is generally sufficient to last an entire season of use. It is recommended the vault be pumped at the end of each season to start the next year with empty tanks. Restrooms are designed with ease of service and maintenance in mind. To keep trash from being deposited into the vaults (making pumping expensive), it is recommended that trash cans be placed in the stall.

Host Site Septic - House has septic tank and saltwater outfall. Tank needs to be pumped every three years or as needed depending on use.

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.

Castle Hill SHS:

ESTIMATED Park Operations Cost Details

| | Annual Cost\$ |
|--|---------------|
| Refuse Collection and/or landfill fees | 1000 |
| Service/Repairs | 250 |
| Janitorial Supplies | 250 |
| Construction/Maintenance Supplies (Signs, Lumber, Paint, Etc.) | 250 |
| Total Costs (not including staff) | 1750 |

Halibut Point SRS:

ESTIMATED Park Operations Cost Details

| | Annual Cost\$ |
|--|---------------|
| Communications (Phones/other) | 300 |
| Utilities (Propane, Electricity, Fuel Oil) | 4000 |
| Refuse Collection and/or landfill fees | 2000 |
| Latrine Pumping | 1000 |
| Service/Repairs | 250 |
| Janitorial Supplies | 250 |
| Construction/Maintenance Supplies (Signs, Lumber, Paint, Etc.) | 250 |
| Total Costs (not including staff) | 8,050 |

Old Sitk SHP:

ESTIMATED Park Operations Cost Details

| | Annual Cost\$ |
|--|---------------|
| Communications (Phones/other) | 300 |
| Utilities (Electricity, Fuel Oil, water) | 4000 |

| | |
|--|--------------|
| Refuse Collection and/or landfill fees | 2000 |
| Latrine Pumping | 800 |
| | |
| Service/Repairs | 250 |
| Janitorial Supplies | 250 |
| Construction/Maintenance Supplies (Signs, Lumber, Paint, Etc.) | 250 |
| | |
| Total Costs (not including staff) | 7,850 |

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) first set bulletin board inserts (two, full frame poster style), first year only, permittee will be responsible for annual updates/reprinting

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 proposal opening deadline so that any necessary addenda may be distributed to all interested parties. Protests based upon omissions, errors, or the contents of this 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 resources (i.e.: staff, equipment, finances, etc.) committed to providing 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, performing surveys of visitors to improve services, etc.?
- How well do the proposed permit stipulation changes enhance safety, convenience and efficiency of 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 the respondent requests to be revised or deleted. Any terms or stipulations that respondent requests to 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:

- shelter reservation system;
- 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 July 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 \$1,000.00 per unit managed. 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 might 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 fees 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 these regulations that apply to all units of the park system.

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

- Pets must be on a leash at all times. The leash cannot exceed nine feet in length.
- All vehicles must stay on roadways or parking areas provided.
- 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 Day use areas are from 11 p.m. to 6 a.m.

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 and worker safety. 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.

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 April 1 until October 30 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, each day of the operating season. This hourly requirement is in addition to time spent performing routine janitorial and facility maintenance chores. The Permittee must provide an on-site manager at Halibut Point SRS and Old Sitka SHP 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 to public use 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, holes, structural deficiencies, etc. 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 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. The State will provide assistance during the initial year to help the Permittee become familiar with the water systems.

- 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:

Halibut Point:

- Latrines
- Picnic shelters (4)
- House
- Office
- Shop

Castle hill:

- Interpretation
- Wall structure

Old Sitka:

- Dock/ramp
- Latrine
- House
- Interpretation and associated shelter

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, trails, signs and sign posts, bulletin boards, trash containers, and other improvements, and to the grounds in general. This includes painting, preserving and providing 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, hazardous limbs or trees and structural defects, 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 vault, the Permittee must spray the inside with insecticide. The Permittee is responsible for scheduling the vault pumping and cleaning to prevent the vaults from getting too full,.. 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 parks 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. 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/treated 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.
- If the Permittee chooses to provide garbage cans in shelter/picnic location where they are not currently located they are strongly 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.

Fee Station Area. If a fee station is installed the area shall be maintained in a neat, clean and professional manner.

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. Lawn areas and trails shall be maintained according to appendix O. 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 Day use area 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.

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, public safety, facility breakdown, fire and 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 Public Safety

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 each day of the operating season. This hourly requirement is in addition to time spent performing routine janitorial and facility maintenance chores.

The Permittee must provide an on-site manager at Halibut Point SRS and Old Sitka SHP 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 with the park unit, the Permittee shall notify the Permit Supervisor with all known applicable information on the operator.

4.31 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 current fee structure and the maximum fees allowed under existing regulations. If the Permittee wishes to change the current fees, 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.

| Activity | Current Fee charged in Sitka District | Maximum Fee |
|---------------------------------|--|------------------------------|
| Daily Parking | None currently charged | \$10 per day per vehicle |
| Firewood bundles | \$8 per bundle | \$15 per bundle |
| Admission to historic site | None currently charged | \$5/person over 10 years old |
| Reserved use of park facilities | | \$1,000/day |
| Small Shelter reservations | \$30 per group (not open to groups over 50) | |
| Large Shelter reservations | \$40 per group up to 50/\$200 for groups over 50 | |

(Note: reservation fees currently apply to a timespan of up to six hours)

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

- Drinking water
- Viewing interpretive displays
- Use of toilets

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.

4.32 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 park entrance. The Permittee is responsible to fabricate, post, and maintain signs at the fee collection area, the bulletin boards, and the toilets.

4.33 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.

4.34 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.

4.35 Reports

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

- 1) A Monthly Visitor Use Report is due on the fifth (5th) day of every month reporting the previous month's visitation. These forms shall be filed for May through September. (See **APPENDIX 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 31st, and one week **after the end of the season** or no later than September 31st. (See **APPENDIX L**)

4.36 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, and 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.

4.37 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.

4.38 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.

4.39 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.

4.40 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.

4.41 Assignment

This permit 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.

4.42 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.

4.43 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 shelter rental, 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 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, how the fees will be collected, etc. Respondents should provide a list of all proposed fees to be charged to the public throughout the life of the permit, including pricing policies. The proposed fees should be tied to your proposed operating plan provisions.

Please provide detailed information regarding the 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.

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 Day use areas, 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, computers, etc. Describe the equipment, the quantity, whether the equipment is new or used (N/U), the expected useful life, and the cost.

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

Start-up Expenses

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

Sources and Uses of Financing

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

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

Cash Flow Projection

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

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

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

| 1 | | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Oct | Nov | Dec | TOTAL |
|----|------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-------|
| 2 | Cash Receipts | | | | | | | | | | | | | |
| 3 | Sales Receivables | | | | | | | | | | | | | |
| 4 | Wholesale | | | | | | | | | | | | | |
| 5 | Retail | | | | | | | | | | | | | |
| 6 | Other Services | | | | | | | | | | | | | |
| 7 | Total Cash Receipts | | | | | | | | | | | | | |
| 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 | Total Cash Disbursements | | | | | | | | | | | | | |
| 19 | Cumulative Cash Flow | | | | | | | | | | | | | |
| 20 | * Fixed Cash Disbursements: | | | | | | | | | | | | | |
| 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 | Total = New Balance | | | | | | | | | | | | | |

Start-up Balance Sheet

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

**Start-up
Balance Sheet**

Assets

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

Footnotes:

Liabilities

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

| | |
|--|----------|
| Net Worth or Owner's Equity | \$ _____ |
| (Total assets minus total liabilities) | |
| Total Liabilities and Net Worth | \$ _____ |

Footnotes:

Start-up Income Statement Projection:

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

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

Income Projection by Month – Year One

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Oct | Nov | Dec | TOTAL |
|----|----------------------------------|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-------|
| 1 | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | |
| 3 | Sales | | | | | | | | | | | | |
| 4 | Wholesale | | | | | | | | | | | | |
| 5 | Retail | | | | | | | | | | | | |
| 6 | Total Sales: | | | | | | | | | | | | |
| 7 | | | | | | | | | | | | | |
| 8 | Cost of Materials | | | | | | | | | | | | |
| 9 | Variable Labor | | | | | | | | | | | | |
| 10 | Cost of Goods sold | | | | | | | | | | | | |
| 11 | | | | | | | | | | | | | |
| 12 | Gross Margin | | | | | | | | | | | | |
| 13 | Operating Expenses | | | | | | | | | | | | |
| 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 | Total Operating Expenses: | | | | | | | | | | | | |
| 29 | | | | | | | | | | | | | |
| 30 | Other Expenses | | | | | | | | | | | | |
| 31 | Interest (Term Loan) | | | | | | | | | | | | |
| 32 | Interest (Line of Credit) | | | | | | | | | | | | |
| 33 | Total Other Expenses: | | | | | | | | | | | | |
| 34 | Total Expenses: | | | | | | | | | | | | |
| 35 | | | | | | | | | | | | | |
| 36 | Net Profit (loss) Pre-Tax | | | | | | | | | | | | |

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.)

Signature Purchaser
[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 _____

| DAY | SHELTER RENTAL | DAY USE PARKING | BOAT LAUNCH USE |
|------------|---------------------------|----------------------------|----------------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |
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| 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 law enforcement incidents, search and rescues, resource damages, personal injuries or fatalities, wildfires, floods, etc.)

Incident Reports: _____

Hazards Noted/Action taken:

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

APPENDIX F. SAMPLE END OF SEASON REPORT

Park Unit _____

Year _____

Visitation – List Totals

| Park Visitors | Daily Payers | Resident | Non-residents |
|----------------------|---------------------|-----------------|----------------------|
| Daily Parking | | | |
| Group Use Sites | | | |
| Boat Launching | | | |
| Total | | | |
| | | | |

Total Revenue Collections

| | Daily Parking | Boat Launching | Firewood | Group Use Sites | Other Fees Or Sales |
|----------------------------|----------------------|-----------------------|-----------------|------------------------|----------------------------|
| Jan. | | | | | |
| Feb. | | | | | |
| March | | | | | |
| April | | | | | |
| May | | | | | |
| June | | | | | |
| July | | | | | |
| August | | | | | |
| Sept. | | | | | |
| Oct. | | | | | |
| Nov. | | | | | |
| Dec. | | | | | |
| Column Total | | | | | |
| <u>SEASON TOTAL</u> | | | | | |
| | | | | | |

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

Comments on visitation or revenue situations:

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 Day use area 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

Place Stamp Here

Please grade your visit in the Alaska State Parks

| | Excellent | Satisfactory | Poor | | |
|--|-----------|--------------|------|---|---|
| 1. How as the overall cleanliness of the area (litter, Day use areas, 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 Day use area 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
Day use areas under Commercial Use Permit**

Area/Park Unit(s): _____ Permittee: _____

Appraiser: _____ Date: _____

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

! Denotes a Critical Element

Appendix I: Standard Performance Evaluation Form page 2

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

! Denotes a Critical Element

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

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

Permittee's comments

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
See below



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Natural Resources
DIVISION OF PARKS & OUTDOOR RECREATION

550 West 7th 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:

| <u>Chugach</u> | <u>Site or vehicle</u> | <u>Fee</u> |
|---------------------------------------|------------------------|------------|
| Bird Creek Campground | Site | \$20 |
| Bird Creek Overflow | Vehicle | \$20 |
| Eklutna Lake Campground | Site | \$15 |
| <u>MatSu/Copper Basin</u> | <u>Site or vehicle</u> | <u>Fee</u> |
| 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 |

| <u>Northern</u> | <u>Site or vehicle</u> | <u>Fee</u> |
|---------------------------------|------------------------|------------|
| 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 |
| | | |
| <u>Southeast</u> | <u>Site or vehicle</u> | <u>Fee</u> |
| 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 |
| | | |
| <u>Kenai</u> | <u>Site or vehicle</u> | <u>Fee</u> |
| 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.

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

<End>

APPENDIX L. INVENTORY

Castle Hill

DATE: May 20,2015

INVENTORY CONDUCTED BY: Park Specialist Nick True

| PROPERTY | QUANTITY | REMARKS |
|-----------------------|-----------------|----------------|
| Picnic Tables | 0 | |
| Sitting Bench | 4 | |
| Fire rings | 0 | |
| Latrines | 0 | |
| Group Sites | 0 | |
| Host House | 0 | |
| Kids don't float rack | 0 | |
| Office Building | 0 | |
| Bulletin Boards | 0 | |
| Shop building | 0 | |
| Gate | 0 | |
| Class A Entrance Sign | 1 | |
| Interpretive panels | 13 | |
| | | |
| | | |

Halibut Point SRS

DATE: May 20,2015

INVENTORY CONDUCTED BY: Park Specialist Nick True

| PROPERTY | QUANTITY | REMARKS |
|-----------------------|-----------------|---|
| Picnic Tables | 16 | |
| Fire rings | 4 | |
| Sitting Bench | 0 | |
| Latrines | 1 | Metal vault/ wood structure |
| Group Sites | 4 | 1 large shelter, 3 smaller |
| Host House | 1 | Full water sewer and electric utilities |
| Kids don't float rack | 1 | |
| Office Building | 1 | 16 X 18, electric only |
| Bulletin Boards | 1 | |
| Shop building | 1 | 10 X 20 plus 10 X20 covered area, electric only |
| Gate | 1 | |
| Class A Entrance Sign | 1 | |
| | | |
| | | |
| | | |
| | | |

Old Sitka

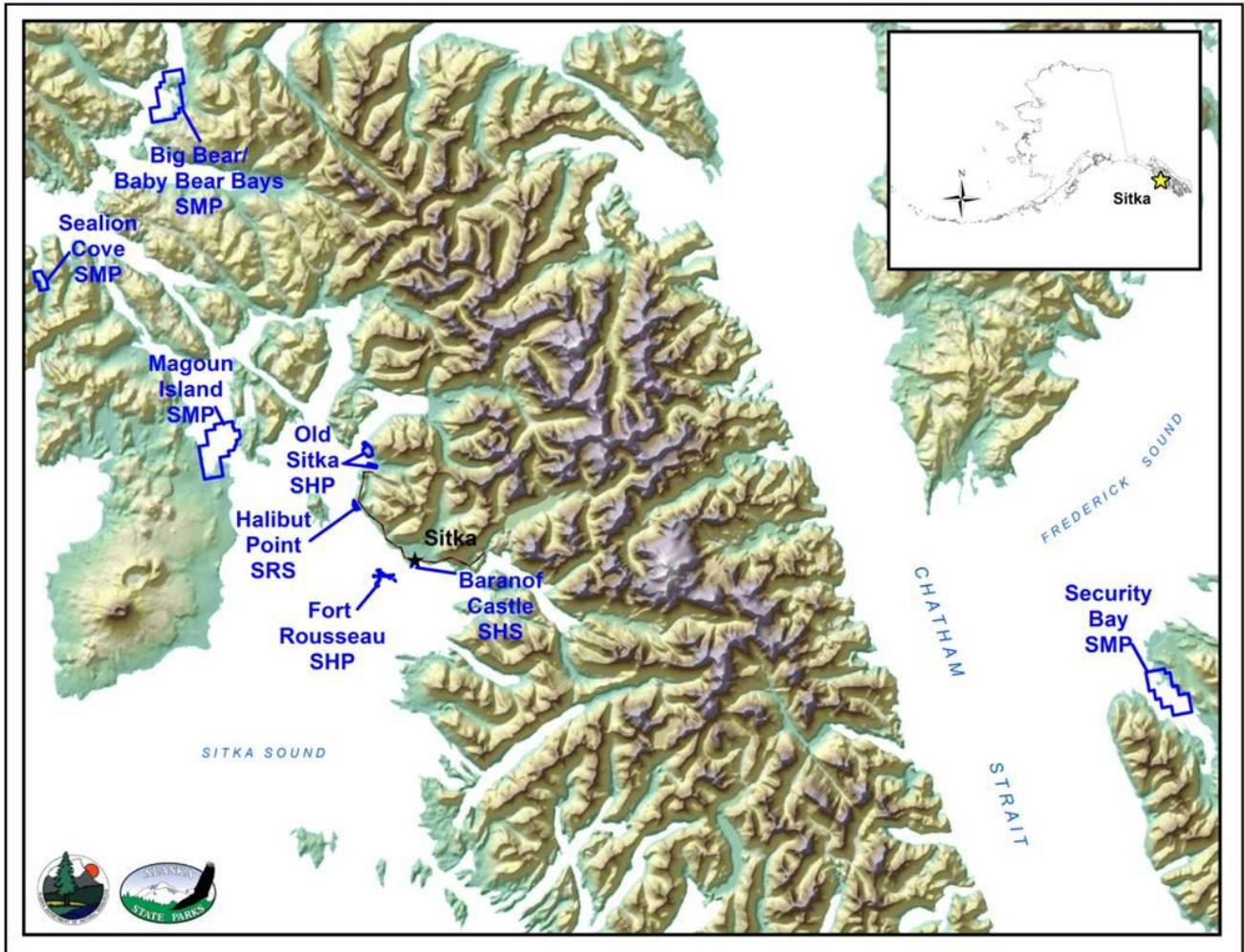
DATE: May 20,2015

INVENTORY CONDUCTED BY: Park Specialist Nick True

| PROPERTY | QUANTITY | REMARKS |
|-----------------|-----------------|----------------|
| Picnic Tables | 2 | |
| Fire rings | 1 | |

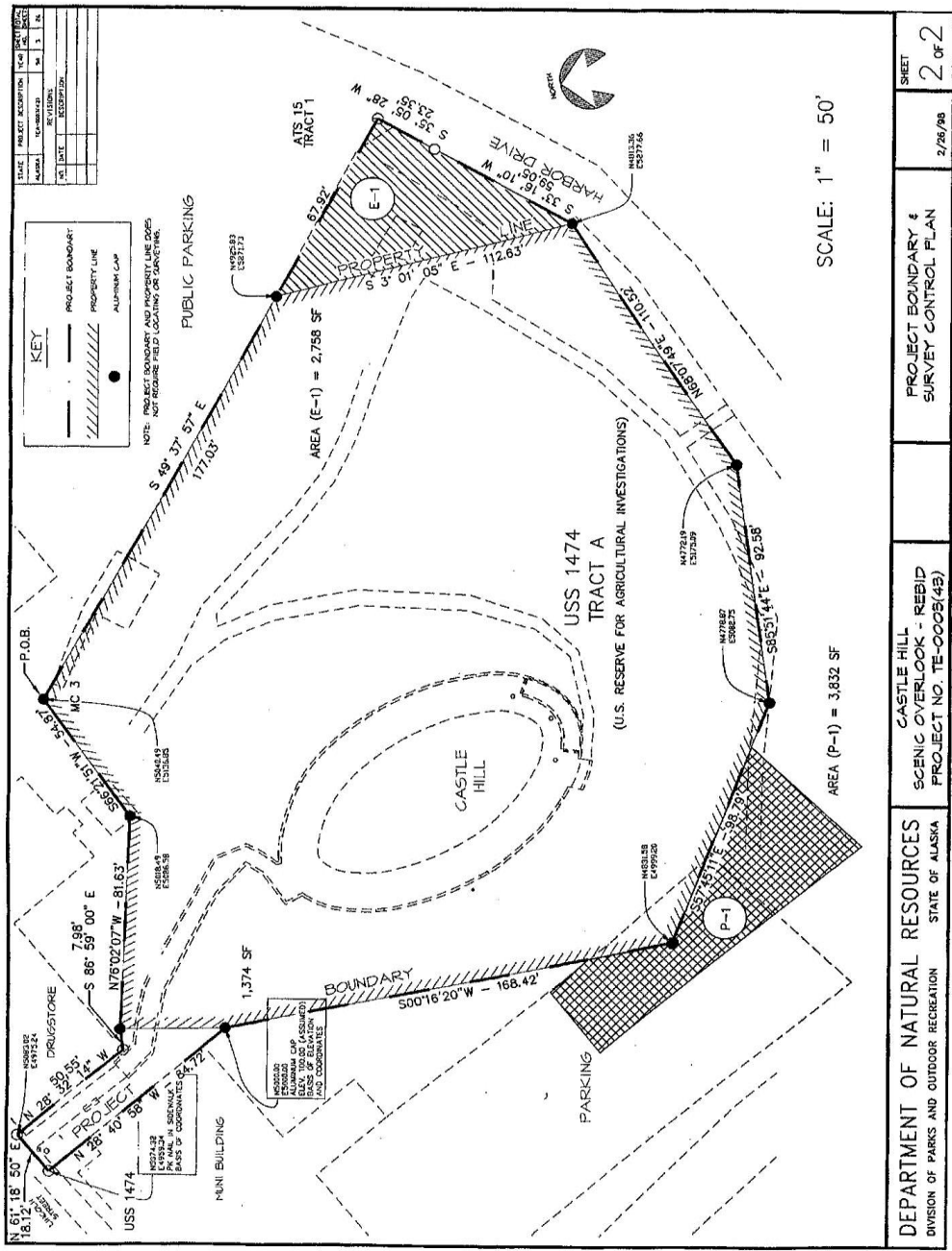
| | | |
|-----------------------|---|---------|
| | | |
| Latrines | 1 | |
| Group Sites | 0 | |
| Host House | 1 | 20 X 24 |
| Kids don't float rack | 1 | |
| Office Building | 0 | |
| Bulletin Boards | 1 | |
| Shed | 1 | 10 X 12 |
| Gate | 3 | |
| Class A Entrance Sign | 2 | |
| | | |
| | | |
| | | |

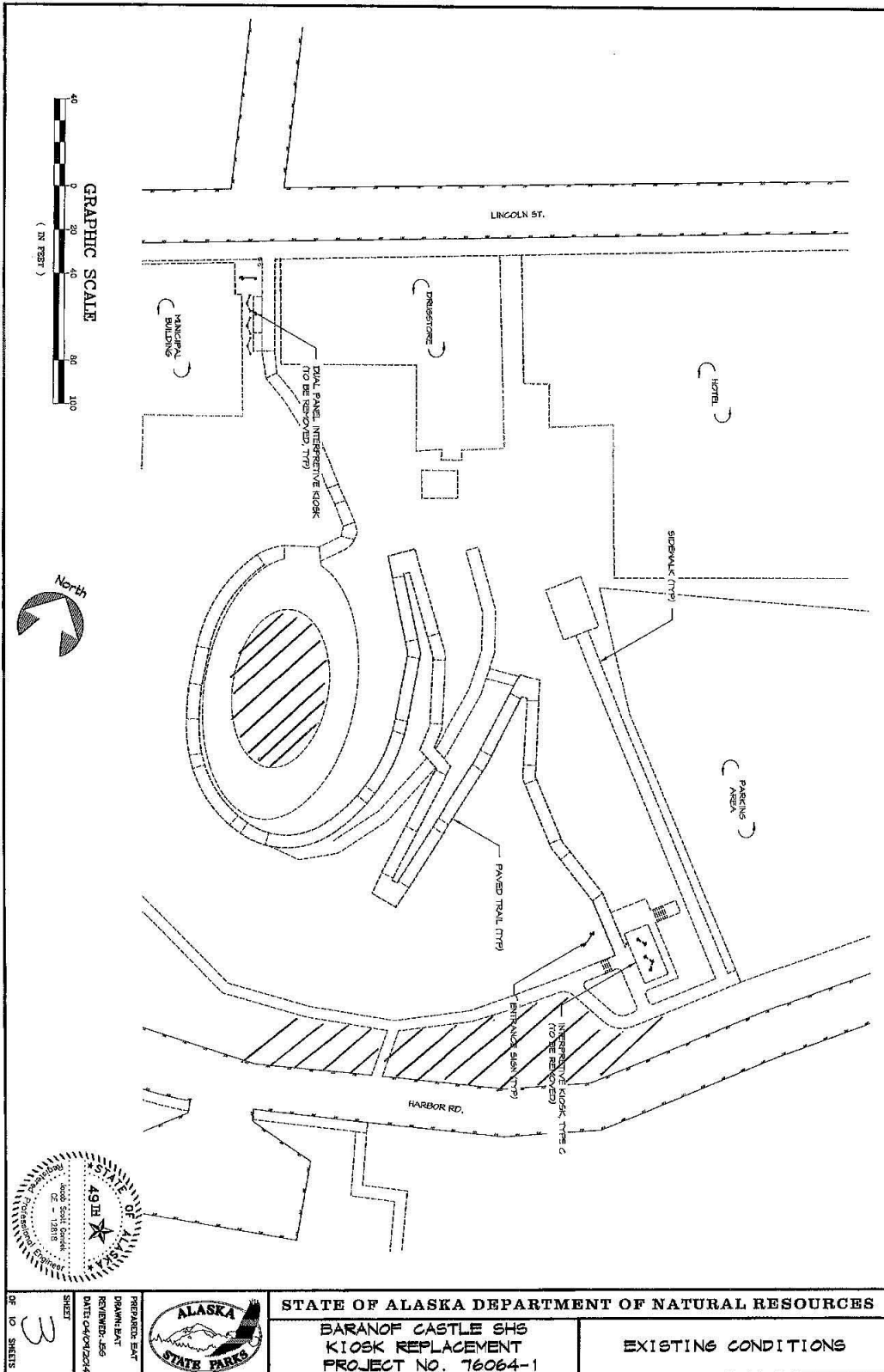
APPENDIX M. PARK LOCATION MAP



APPENDIX N. PARK OVERVIEW DRAWINGS

Castle Hill

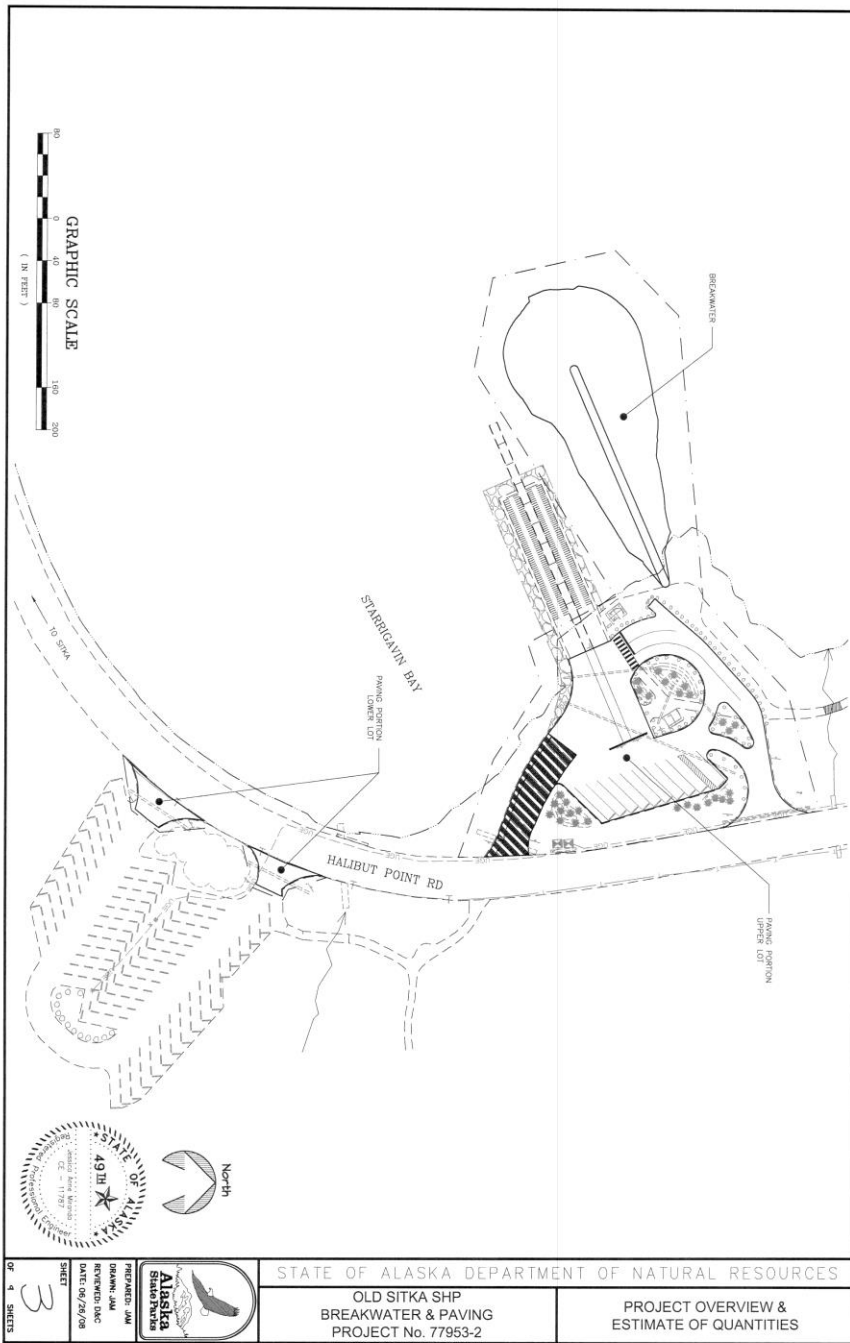


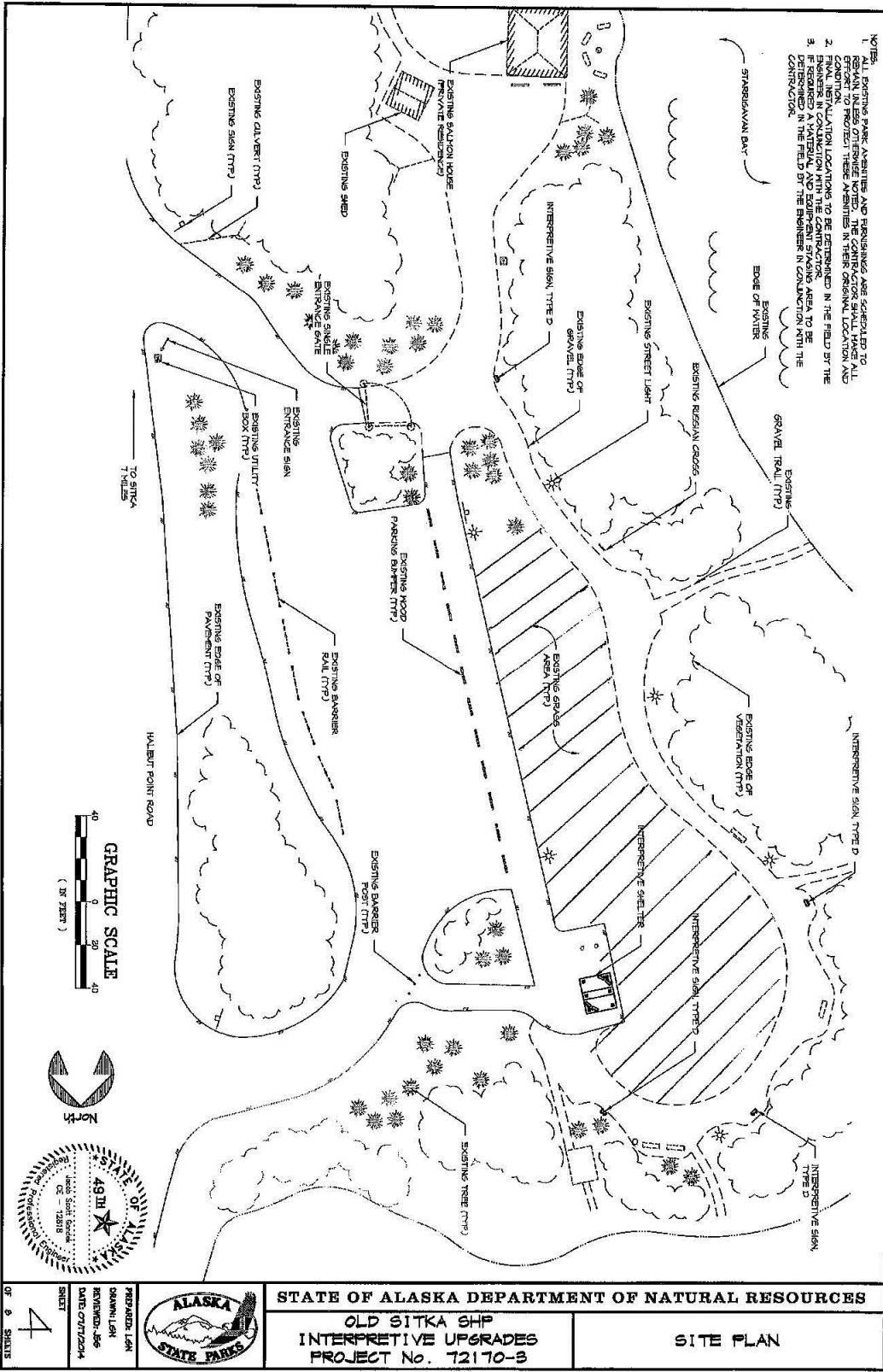


To be mowed



Old Sitka





Appendix O

Maintenance Schedule

Baranof Castle Hill State Historical Site

- Mow once every two weeks
- Blow leaves and leaf litter from trail once a week or as needed.
- Pick up garbage along trail and viewing area daily.
- Using long handled garbage picker remove trash blown or thrown into vegetation on either side of trail once a week

Halibut Point State Recreation Site

- Brush as needed or 2-3 times a summer.
- Shelter litter pick-up check after each large party. Party days tend to happen Thursday through Sunday.
- General litter pick-up twice a week.
- Clean outhouse twice weekly or as needed.

Old Sitka State Historical Park

- Mow every 2-3 weeks.
- Brush as needed or 2-3 times a summer depending on plant growth rate.
- Pick up litter on trails, parking area and boat launch once a week or as needed.
- Clean latrine once per week or as needed
- Inspect dock and ramp for any hazardous conditions