



National Park Service  
U.S. Department of the Interior

Glacier Bay National Park and  
Preserve

Box 140  
Gustavus, Alaska 99826

907-697-2230 phone  
907-697-2654 fax

---

## Prospectus

A Concession Business Opportunity for Charter Vessel Services in Glacier Bay National Park



---

**Experience Your America** <sup>TM</sup>

The National Park Service cares for special places saved by the American people so that all may experience our heritage.

Solicitation # **GLBA-Charter Vessel Services-04**

PROSPECTUS UNDER WHICH A CONCESSION CONTRACT WILL BE AWARDED  
FOR THE OPERATION OF CHARTER VESSEL SERVICES WITHIN  
GLACIER BAY NATIONAL PARK AND PRESERVE

Date Issued: April 27, 2004

Offers and Any Modifications Must be Received

at:

National Park Service  
Alaska Regional Office  
Attn: Concessions Division  
240 W. 5<sup>th</sup> Ave  
Anchorage, Alaska 99501

by:

June 30, 2004

Address Questions to:

Mr. David Nemeth  
P.O. Box 140  
Gustavus, Alaska 99826  
Phone: 907-697-2624  
Fax: 907-697-2654  
E-mail: david\_nemeth@nps.gov

## TABLE OF CONTENTS

*Prospectus sections are separately labeled and numbered.*

SECTION 1.	BUSINESS OPPORTUNITY
SECTION 2.	PROPOSAL INSTRUCTIONS
SECTION 3.	PROPOSAL PACKAGE
SECTION 4.	DRAFT CONCESSION CONTRACT
	DRAFT CONTRACT
	ADDENDUM 1 – GENERAL PROVISIONS
	EXHIBIT A – NONDISCRIMINATION
	EXHIBIT B – OPERATING PLAN
	EXHIBIT C – RESERVED
	EXHIBIT D – INSURANCE REQUIREMENTS

## **SECTION 1: BUSINESS OPPORTUNITY**

### **INTRODUCTION**

This prospectus describes the existing business and the business opportunity in general terms. Potential Offerors are responsible for reviewing all sections of this prospectus and, specifically, the terms and conditions of the attached contract, including its exhibits, to determine the full scope of a concessioner's responsibilities under the new contract.

This prospectus is being conducted in accordance with the National Park Service Concessions Management Improvement Act of 1998 (PL 105-391) and 36 CFR Part 51. In the event of any inconsistency between the terms of this prospectus and 36 CFR Part 51, 36 CFR Part 51 will control. Additionally, in the event of any inconsistency between the terms of the attached draft contract and this Business Opportunity section, the attached draft contract will control.

### **THE BUSINESS TO BE OPERATED UNDER THE CONTRACTS**

The National Park Service (NPS) intends to authorize up to 30 concession contracts for charter vessel services in Glacier Bay National Park & Preserve. Up to 15 concession contracts will include services in Glacier Bay (proper)<sup>1</sup> and up to 15 concession contracts will include services in Dundas Bay. Individual contracts will authorize charter vessel services in one or both areas as well as other marine waters of the park. If the selected operators request use in both Glacier Bay and Dundas Bay, the total number of concession contracts will be reduced. If all successful offerors request both areas, a total of 15 concession contracts will be authorized.<sup>2</sup>

For the purposes of this prospectus, charter vessels are defined as any motor vessel of less than 100 tons gross (U.S. System) or 2,000 tons gross (International Convention System) engaged in transport of passengers for hire and rated to carry up to 12 passengers overnight and up to 49 passengers for daytime use, except when operating as an administrative vessel.

Charter vessel concessioners authorized to operate in Glacier Bay will be allocated a specific number of vessel use days for the June 1 – August 31 time period. A vessel use day is when a motor vessel is in Glacier Bay or Dundas Bay operating under its permit for that calendar day. See "Charter Vessel Management in Glacier Bay National Park", below, for additional explanation.

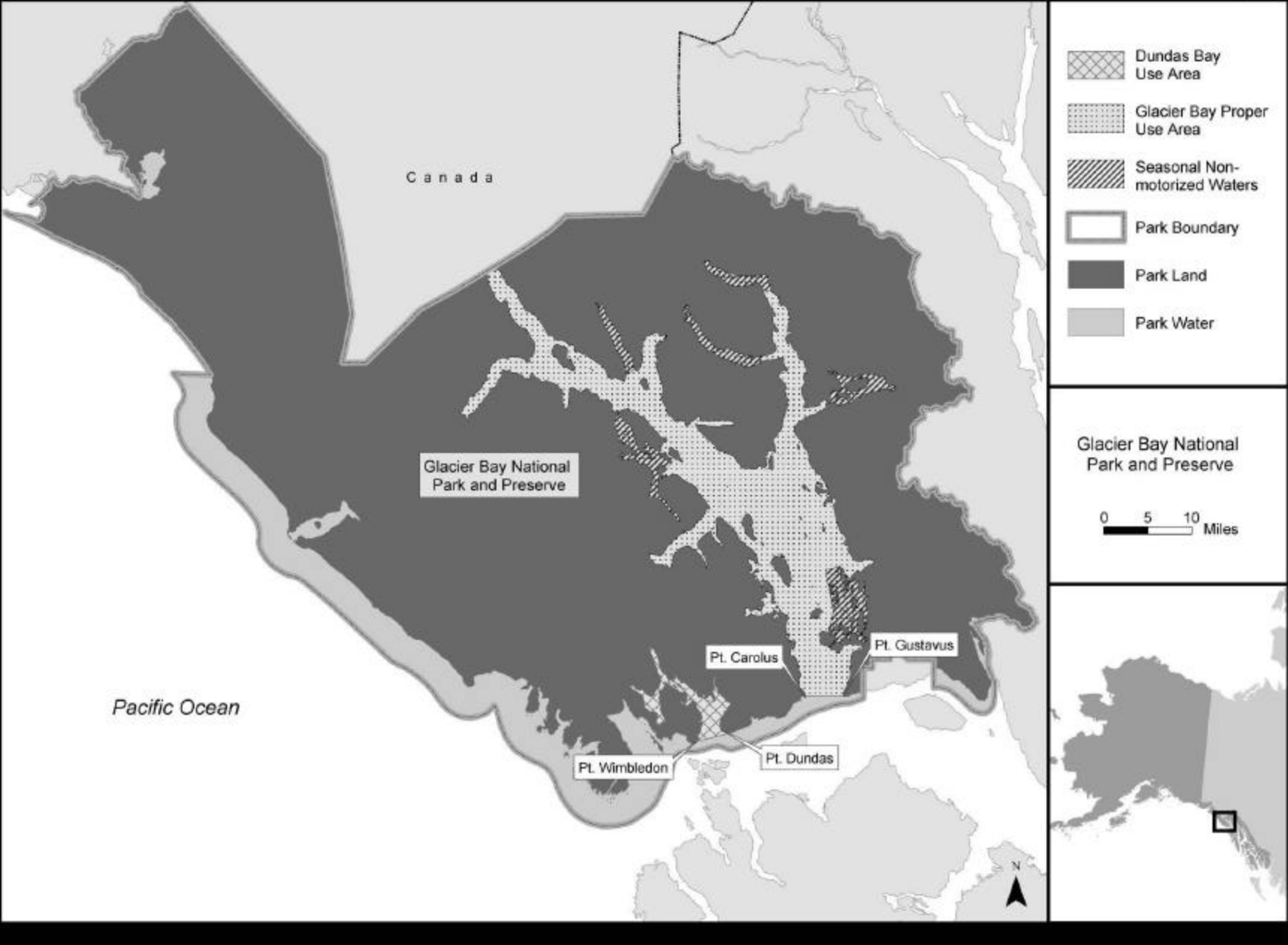
---

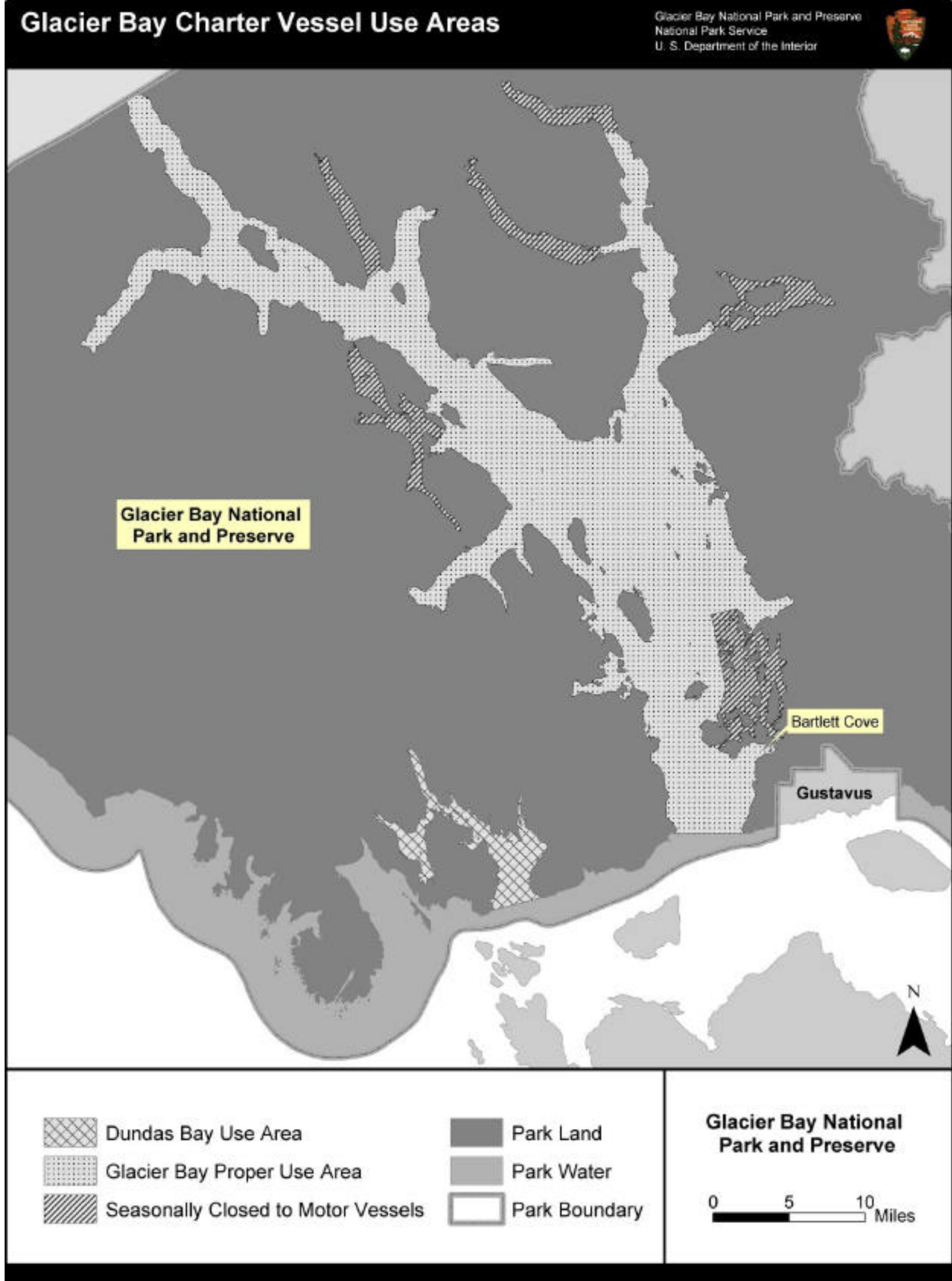
<sup>1</sup> "Glacier Bay" or "Glacier Bay (proper)" means all marine waters inside (north of) a line drawn between Pt. Gustavus and Pt. Carolus.

<sup>2</sup> The NPS believes it is likely that most or all offerors will request use of both Glacier Bay and Dundas Bay resulting in a total of approximately 15 charter vessel concession contracts.

# Glacier Bay Charter Vessel Use Areas

Glacier Bay National Park and Preserve  
 National Park Service  
 U. S. Department of the Interior





### ***Vessel Use Days***

The Glacier Bay Vessel Quotas and Operating Restrictions limit charter vessels to 552 use days in Glacier Bay proper, from June 1 – August 31 [92 days x 6 charter vessels per day = 552 use days]. These use days will be allocated as follows:

Charter Vessel Use Day Quota		552
Use days allocated to daily camper drop-off service (daily tour vessel contract)	-92	
Use days allocated to camper drop-off (guided sea kayaking contract(s))	<u>-48</u>	
Subtotal		<u>-140</u>
Total Use Days Currently Available for Charter Vessel Concessioners		412

The available use days will be distributed to concessioners as requested in their proposal, up to 36 use days each (with the exception of operators with a preference who are eligible for more than 36 use days). If there are more requests for use days than are available, use days will be prorated based on the ratio of the use day requested to the number of use days available and distributed accordingly.

### ***Limitations on the Number of Vessel Use Days Per Company***

In order to enhance opportunities for visitors to select from a variety of possible charter vessel services in Glacier Bay, reflecting diverse itineraries, program orientation and price, the maximum number of charter vessel use days any one company may be awarded pursuant to this prospectus is 36. This restriction does not apply to any company that is currently allocated more than 36 use days. Entities under the same ownership or control will be limited to a maximum of 36 vessel use days in total. The limitation of 36 vessel use days, and the exception, will apply to all vessel use days combined, including vessel use days awarded pursuant to historic rights.

## **THE NATIONAL PARK SERVICE AND ITS MISSION**

America's National Park Service was created by Congress to "...conserve the scenery and the natural and historic objects and the wild life therein, and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations." Additionally, Congress has declared that the National Park System should be, "preserved and managed for the benefit and inspiration of all the people of the United States." The National Park Service has as its overall mission the preservation and public enjoyment of significant aspects of the nation's natural and cultural heritage.

For detailed information about the National Park Service, visit our website at [www.nps.gov](http://www.nps.gov).

## **GLACIER BAY NATIONAL PARK & PRESERVE**

Glacier Bay National Park is located along Southeast Alaska's Inside Passage approximately 60 miles west of Juneau. The focal point of the park is a deep Y-shaped fjord formed by the retreat of massive glaciers over the last 250 years. Separating Glacier Bay from the Gulf of Alaska coastline is the Fairweather Range, culminating in 15,300 ft. Mt. Fairweather.

Glaciers within the park continue to shape the land and discharge icebergs into the Bay. The rapid glacial retreat and the ensuing colonization by plants and animals provide a unique opportunity to observe natural processes. In 1980, the Alaska National Interest Lands Conservation Act (ANILCA) changed Glacier Bay to a National Park, added the Preserve area and enlarged it to its present size of over 3.3 million acres. Additional information about the park is available at our web site at: [www.nps.gov/glba/](http://www.nps.gov/glba/). Those interested in submitting proposals for this service are encouraged to review this information.

## THE EXISTING CONCESSION OPERATION

Charter services support a variety of visitor activities and needs including transportation for kayakers and campers, sightseeing (both day use and overnight) and sportfishing. These services are intended to address the needs of visitors who do not have their own vessel and do not have the skills or desire to lease a boat (bare-boat charter) but still desire a less structured visit than might be provided by the larger cruise ships or tour vessels and are not interested in an entirely non-motorized means of access such as kayaking or backpacking.

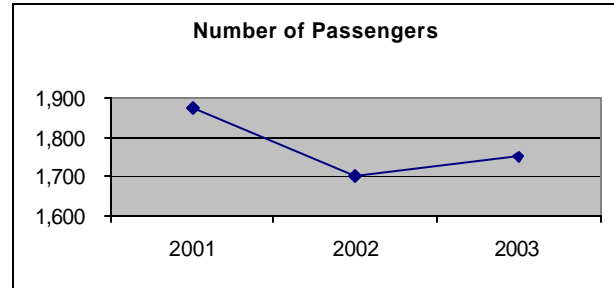
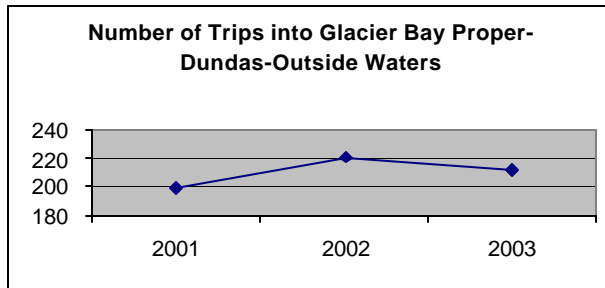
The following concessioners currently hold concession permits to provide charter vessel services in the Park. All authorizations expire on December 31, 2004.

Chichagof Charters  
 Glacier Guides  
 Gustavus Marine Charters  
 Grand Pacific Charters  
 Marine Adventure Sailing Tours  
 Dolphin Charters  
 Elfin Cove Lodge  
 Glacier Bay Country Inn  
 Glacier Bay Park Concessions, Inc.  
 Lisianski Charters  
 Princeton Hall, Ltd.  
 Sea Wolf Adventures

### *Utilization Data*

<b>Glacier Bay Charter Vessel Services History of Use</b>					
June, July and August only					
Year	Area	Trips	Number of Passengers	Avg. Trip Length (days)	Vessel Use Days
2003	Glacier Bay (All Marine Waters)	<b>211</b>	<b>1,749</b>	<b>1.9</b>	<b>400</b>
	Glacier Bay Proper only	107	1,012	2.0	217
	Dundas only	70	636	1.6	109
2002	Glacier Bay (All Marine Waters)	<b>221</b>	<b>1,698</b>	<b>1.5</b>	<b>338</b>
	Glacier Bay Proper only	89	844	2.0	178
	Dundas only	91	691	1.1	104
2001	Glacier Bay (All Marine Waters)	<b>199</b>	<b>1,875</b>	<b>1.6</b>	<b>309</b>
	Glacier Bay Proper only	86	971	2.2	186
	Dundas only	79	791	1.1	83





## Charter Vessel Management in Glacier Bay National Park & Preserve

On November 21, 2003, the National Park Service published its Record of Decision for Vessel Quotas and Operating Requirements in Glacier Bay National Park & Preserve (see: <http://www.glba.ene.com/rod.html>). Regulations implementing this action are being prepared. The National Park Service expects to publish draft regulations for public comment in 2005.

Current park regulations pertaining to vessel management in Glacier Bay National Park are found at 36 CFR 13.65 (<http://www.nps.gov/glba/InDepth/visit/regs.htm>) and will continue to apply until modified.

Charter vessel management in Glacier Bay National Park is summarized below. Offerors are advised that the number of charter vessel use days may be adjusted up or down based on regulatory changes, federal law, resource considerations and for other reasons.

### Glacier Bay proper

- June 1 – August 31:
  - Charter vessel use is generally limited to 15 operators holding concession contracts
  - Daily Vessel Quota: 6 charter vessels<sup>3</sup>
- September 1 – May 31:
  - no limit on the number of charter vessel authorizations
  - no daily quota on the number of vessels

### Dundas Bay

- June 1 – August 31:
  - charter vessel use is generally limited to 15 operators holding concession contracts
  - no daily quota on the number of vessels
- September 1 – May 31:
  - no limit on the number of charter vessel authorizations
  - no daily quota on the number of vessels

### Other Marine Waters in the Park

<sup>3</sup> The daily camper drop-off service authorized under concession contract GLBA001-04 and any charter services authorized under guided sea kayaking concession contracts will be in addition to the fifteen charter vessel authorizations offered in this prospectus.

- January 1 – December 31:
  - no limit on the number of charter vessel authorizations
  - no daily quota on the number of vessels

### **Types of Authorizations**

Concession contracts will be awarded under this prospectus for those areas and time periods listed above where there is a use limit or a limit on the number of operators. These contracts will also authorize the concessioner to operate in all marine waters, on a year-round basis, in the park, subject to scheduling and operating restrictions.

Incidental business permits (IBP's) will be issued to additional operators, on a non-competitive basis, for those areas and time periods where there is no limit on the number of authorizations.

Incumbent concessioners have a right of preference to renew their contracts, under certain conditions described in 36 CFR Part 51, Subpart F. There is no right of preference to renew an IBP, in statute or regulation. Therefore, in the future, if the National Park Service determines there is a need to limit the number of authorizations in areas or time periods where there is currently no limit, the concessioners will have the advantage that this preference affords. Other preferences may also apply (see Proposal Instructions, Preferred Offeror Determinations).

### ***Preferred Offeror Determinations***

See the Proposal Instructions, Preferred Offeror Determinations, for a description of the preferences applicable to this solicitation.

### ***Charter Vessel Operating Conditions***

Specific terms and conditions under which these charter vessel services are to be provided are detailed in the draft concession contract in this prospectus and the current regulations found at 36 CFR 13.65.

### ***Scheduling of Charter Vessel Use***

Concessioners will be required to schedule June 1 through August 31 trips in Glacier Bay through the NPS prior to entering the park. Details of scheduling procedures are in Draft Operating Plan in this prospectus. The daily camper drop-off and sea kayak charter use days will come out of the 6 charters/day.

### ***Park Management Planning***

Glacier Bay National Park and Preserve is planning to develop a Backcountry Management Plan in the near future to replace the existing "Wilderness Visitor Use Management Plan, July 1989" (see Park's website: <http://www.nps.gov/giba/pphtml/documents.html>). The planning process will seek public input and may result in operational restrictions or limitations beyond the operating conditions described in this prospectus (such as additional limits on group size or operational restrictions).

### ***Basic Financial Information***

The gross receipts from the current concessioners are not available, because these concessioners were not required to submit annual financial reports in the past. The new

contracts will require the concessioners to submit annual financial reports.

The National Park Service does not guarantee the economic viability of this opportunity. While the Service expects this opportunity to be economically feasible, the offeror must make its own analysis in this regard.

**Franchise Fee**

The franchise fee for the new contract is **the greater of \$500 or 3% of gross receipts**. However, offerors may propose higher franchise fee in accordance with the terms of the prospectus.

**Term and Effective Date of New Contracts**

The new contracts will have a term of 10 years, proposed to be January 1, 2005 through December 31, 2014.

**Facilities**

No park facilities will be assigned under these contracts.

Vessels authorized to operate in Glacier Bay may pick-up and drop-off passengers from the Bartlett Cove Public Use Dock, subject to applicable rules and regulations.

**Law, Regulation, Policy and Park Information**

NPS Concessions Law, Regulation, Policy and information about Glacier Bay National Park & Preserve can all be accessed via the internet at the following websites. Hardcopies of the law, regulations and policy will be mailed on request. Contact the person listed on the cover of the prospectus with your request.

Document Information	Website
Concessions Management Improvement Act of 1998 (PL 105-391)	<a href="http://www.nps.gov/akso/concessions/home.htm">http://www.nps.gov/akso/concessions/home.htm</a> or <a href="http://www.gpoaccess.gov/index.html">http://www.gpoaccess.gov/index.html</a>
NPS Concession Management Regulations 36 CFR Part 51	<a href="http://www.nps.gov/akso/concessions/home.htm">http://www.nps.gov/akso/concessions/home.htm</a> or <a href="http://www.gpoaccess.gov/index.html">http://www.gpoaccess.gov/index.html</a>
ANILCA Section 1307 Regulations – 36 CFR Part 13, Subpart D	<a href="http://www.nps.gov/akso/concessions/home.htm">http://www.nps.gov/akso/concessions/home.htm</a> or <a href="http://www.gpoaccess.gov/index.html">http://www.gpoaccess.gov/index.html</a>
NPS Management Policies, Chapter 10- Commercial Visitor Services	<a href="http://www.nps.gov/policy/mp/policies.pdf">http://www.nps.gov/policy/mp/policies.pdf</a>
Glacier Bay National Park & Preserve website	<a href="http://www.nps.gov/glba">www.nps.gov/glba</a>
Record of Decision for the Vessel	<a href="http://www.glba.ene.com/rod.html">http://www.glba.ene.com/rod.html</a>

Quotas and Operating Requirements Glacier Bay National Park & Preserve	
--	--

## SECTION 2: PROPOSAL INSTRUCTIONS

**Note to Offeror.** The following instructions refer to the person or entity that is submitting a proposal as the “offeror”. When the word “you,” or “your” is used in an instruction, the instruction is referring to the offeror.

### 1) 36 CFR Part 51

This prospectus is issued under 36 Code of Federal Regulations Part 51. If any part of this Prospectus is inconsistent with 36 CFR Part 51, 36 CFR Part 51 will control.

### 2) Proposal Submission Date

Proposals must be received by NPS by the due date and time and at the address shown on the inside cover of this Prospectus. If you intend to mail a proposal it should do so early enough to ensure receipt by NPS by the due date. You also may deliver your proposal to NPS at this address by the time and date shown on the front page of this prospectus. If a proposal is not received by the due date, it will not be considered by NPS.

### 3) Document Delivery Service

Document delivery services, including overnight delivery, to some areas may not provide true overnight delivery. You are encouraged to insure the timely submittal of their proposals by contacting the delivery service of their choice regarding delivery availability for the specific location specified on the front page of this prospectus.

### 4) Proposal Form

A proposal in general must follow the format provided in the Proposal Package.

### 5) Proposal Submission Requirements

- A) **Numbering.** Each page and section of a proposal should be numbered.
- B) **Documents.** The original proposal and three copies in the format outlined in the Proposal Package should be submitted.
- C) **Label.** The copies should be contained in a sealed envelope with the following marked on the envelope:
  - “CONCESSION PROPOSAL, MAILROOM DO NOT OPEN.”
  - The due date specified in the Prospectus for receipt of the proposal by NPS.
  - The name and address of the Offeror.

### 6) Public Availability of Proposals

#### A) **Confidential Information.**

If you believe that a proposal contains trade secrets or confidential commercial and financial information that you do not want to be made public, please include the following sentence on the cover page of each copy of the proposal:

*“This proposal contains trade secrets and/or confidential commercial and financial information that the Offeror believes to be exempt from disclosure under the Freedom of Information Act. The Offeror requests that this information not be disclosed to the public, except as may be required by law.”*

In addition, you must specifically identify what you consider to be trade secret information or confidential commercial and financial information on the page of the proposal on which it appears, and you must include the following sentence on each such page:

*“This page contains trade secrets or confidential commercial and financial information that the Offeror believes to be exempt from disclosure under the Freedom of Information Act, and which is subject to the non-disclosure statement on the cover page of this proposal.”*

**B) Public Release.**

Information so identified will not be made public by NPS except in accordance with law.

**7) Questions**

If you do not understand something in this prospectus, you must submit your questions in writing to the contact person identified on the cover of the Prospectus, no later than 30 days in advance of the proposal due date. NPS will respond to your question in writing, and will provide the question and response to all other persons who requested a Prospectus. Questions submitted after this date may not be answered.

**8) Evaluation of Proposals**

**A) NPS Review.**

In order to select the best proposal(s), NPS will review each proposal received by the due date under the selection factors stated in this prospectus.

**B) Merits of the Proposal.**

For each selection factor, NPS will assign a score that reflects the merits of the proposal under that selection factor in comparison to the other proposals received. The selection factors and range of possible scores are stated in the Proposal Package.

**9) Offering the Contracts**

NPS will assign a score to each timely received responsive proposal and identify the proposal with the highest point score as the best proposal. If two or more proposals receive the highest point score, then NPS will select as the best proposal (from among the proposals with the same highest point score) the proposal that NPS determines will, on an overall basis, best achieve the purposes of 36 CFR Part 51. All offerors with a preference<sup>1</sup> will then be simultaneously afforded an opportunity to match the best proposal. Available contracts will be offered as follows until all contracts are issued.

- Contracts will first be offered to those ANILCA preferred offerors who match the best proposal, in the order of the initial point scores of the ANILCA preferred offerors, until all

---

<sup>1</sup> Preferences include ANILCA preferred operators (“Most Affected” Native Corporations, local residents – see 36 CFR Part 13, Subpart D) and certain incumbent concessioners (see 36 CFR Part 51, Subpart F).

contracts are offered or until the pool of ANILCA preferred offerors who matched the best proposal is exhausted.

- Remaining available contracts will next be offered to incumbent concessioners who have a right of preference and who have exercised that right by matching the best proposal. If two or more proposals receive the highest point score, then NPS will select as the best proposal (from among the proposals with the same highest point score) the proposal that NPS determines will, on an overall basis, best achieve the purposes of 36 CFR Part 51.
- Remaining available contracts will next be offered to offerors without a preference (including those who elected not to match the best proposal or failed to match the best proposal) starting with the highest remaining point score being offered the next available contract. If two or more proposals receive the highest point score, then NPS will select as the best proposal (from among the proposals with the same highest point score) the proposal that NPS determines will, on an overall basis, best achieve the purposes of 36 CFR Part 51.

### **10) Preferred Offeror Determinations**

There are two types of preferences applicable to this solicitation, as follows:

**A) ANILCA Section 1307.** The Alaska National Interest Lands Conservation Act (ANILCA), Section 1307 (16 U.S.C. 3197) includes provisions concerning persons and entities who are to be given special rights and preferences with respect to providing commercial visitor services in conservation system units in Alaska – Historical Operators and Preferred Operators.

**Historical Operator** means “the holder of a valid written authorization from the Director to provide visitor services within a park area that on or before January 1, 1979, was lawfully engaged in adequately providing such visitor services in the applicable park area.” (36 CFR 13.81(d)) The National Park Service has determined that Chichagof Charters and Glacier Guides, Inc. are currently Historical Operator

Generally historical operators have a right to continue to provide the same kind and scope of service that they were legally engaged in providing prior to January 1, 1979 (see 36 CFR 13.82(a)). The following table identifies the historical operators and their historic scope of use. Historical operators will be permitted to continue to provide their historic scope of use, provided their historical rights are not lost (see 36 CFR 13.82(g)). If any of the historical operators are not awarded a new contract pursuant to this solicitation and competitive process, they will be issued a separate contract for their historic scope of use on a non-competitive basis, pursuant to 36 CFR 13.82(e). A historical operator may compete for a new contract and additional use days (up to 36 use days total or the historic number of use days, whichever is greater) pursuant to this solicitation and competitive process. If the historical operators are awarded a new contract pursuant to this solicitation and competitive process, a single new contract will be issued to these operators. The historic scope of use will be included and separately identified in such contracts.

**Preferred Operator** means “a Native Corporation that is determined under 36 CFR 13.85 to be “most directly affected” by the establishment or expansion of a park area by ANILCA, or a local resident as defined in this subpart.” (36 CFR 13.81(h)). Local Resident is defined in 36 CFR 13.81(f).

On June 4, 1997 the National Park Service invited Native Corporations to apply for “most directly affected” status, pursuant to 36 CFR 13.85. **Huna Totem Corporation** was determined

to be a Native Corporation “most directly affected” by the establishment of Glacier Bay National Park and Preserve. Other Native Corporations may apply for this same determination in conjunction with this solicitation, pursuant to 36 CFR 13.85(d). See Proposal Package – ANILCA Section 1307 Preferred Operator Application.

Local residents (individuals and corporations) may apply for the Preferred Operator preference in conjunction with this solicitation, pursuant to 36 CFR 13.83(b). See Proposal package – ANILCA Section 1307 Preferred Operator Application.

The Native Corporations determined to be “most directly affected” and local residents have equal preference (36 CFR 18.83(c)).

See 36 CFR Part 13 Subpart D, for a description of how these preferences are exercised. See “Offering the Contracts,” above, for a description of how these preference are exercised where multiple contracts are to be awarded under a single prospectus.

Certain provisions of 36 CFR Part 13, Subpart D and the draft concession contract relevant to joint ventures, subconcessions and management agreements are reproduced below for the convenience of the Offeror. Proposals from Preferred Operators that are not consistent with the following provision will not be afforded the preferred operator status.

“An offer from a preferred operator under this subpart, if the offer is in the form of a joint venture, will not be considered valid unless it documents to the satisfaction of the Director that the preferred operator holds the controlling interest in the joint venture” (36 CFR 13.83(d)).

In addition, a proposal from any Offeror that contemplates or proposes business relationships that are inconsistent with the following provision will be considered as not responsive to this solicitation.

“Subconcession or other third party agreements, including management agreements, for the provision of visitor services required and/or authorized under this CONTRACT are not permitted” (Draft Concession Contract, General Provisions, 3(d)).

**B) National Park Service Concessions Management Improvement Act.** The National Park Service Concessions Management Improvement Act (P.L. 105-391) also includes a preference for a preferred Offeror to the award of a qualified concession contract. Note that the definition of Preferred Offeror under this statute and regulation (36 CFR 51.27) is very different than the definition of Preferred Operator under ANILCA Section 1307.

The NPS has determined that the existing concessioners shown in the table below have a right of preference to the award of a concession contract because the anticipated gross receipts are less than \$500,000 for the first year of operation and the existing concessioner otherwise meet the requirements for a right of preference. Note that the right of preference applies to a new contract and the new contract includes the number of use days assigned in the prior contract, as shown in the table below.

See 36 CFR Part 51 Subpart E for a description of how this right of preference is exercised. See “Offering the Contracts,” above, for a description of how these preferences are exercised where multiple contracts are to be awarded under a single prospectus.

**C) Relationship between the two preferences.** The rights of preferred operators under ANILCA Section 1307 take precedence over the right of preference granted to existing satisfactory NPS concessioners (36 CFR 18.83(c)).



**D) Existing Concessioner Preferences.** The following table identifies the historical operator and right of preference status for the existing concessioners for this prospectus:

Concessioner	Historical Operator	Use Days Subject to Historic Preference*	Right of Preference	Use Days Subject to Right of Preference*	Total Use Days*
Chichagof Charters	Yes	8	Yes	27	35
Glacier Guides	Yes	31	Yes	39	70
Gustavus Marine Charters	No	0	Yes	58	58
Grand Pacific Charters	No	0	Yes	35	35
Marine Adventure Sailing Tours	No	0	Yes	23	23
Dolphin Charters	No	0	Yes	0	0
Elfin Cove Lodge	No	0	Yes	0	0
Glacier Bay Country Inn	No	0	Yes	0	0
Lisianski Charters	No	0	Yes	0	0
Princeton Hall, Ltd.	No	0	Yes	0	0
Sea Wolf Adventures	No	0	Yes	0	0

\* Use days in Glacier Bay, June 1 – August 31

**11) Only “Responsive” Proposals will be Considered by NPS.**

**A) What is a Responsive Proposal?**

A responsive proposal within the meaning of this prospectus is a proposal submitted by the due date that is determined by NPS as agreeing to all of the minimum requirements of the draft concession contract and prospectus and as having provided the information required by the prospectus.

**B) What is a “non-responsive proposal?”**

A “non-responsive proposal” is a proposal that is not submitted on time, or, does not agree to all of the minimum requirements of the proposed concession contract and prospectus, or, does not provide the information required by the prospectus.

**C) What happens if a proposal is determined to be non-responsive?**

A non-responsive proposal will not be considered by NPS.

**D) Does an existing concessioner with a right of preference have to submit a responsive proposal?**

**Yes.** Just like all other offerors, an existing concessioner with a right of preference must submit a responsive proposal in order to be considered for award of a concession contract.

**12) Congressional Review Period**

Concession contracts issued for a term of more than ten years or where the annual gross receipts are anticipated to exceed \$5,000,000 are required by law to be submitted to the Congress for sixty days before they may be awarded. These new concession contracts will not be submitted to the Congress because the term is not more than ten years and the anticipated gross receipts are less than \$5,000,000.

**13) Important Conditions and Cautions Regarding Submission and Evaluation of Proposals**

**A) Written Information Only.**

All information regarding this prospectus will be issued in writing. No NPS or other government official is authorized to make substantive oral representations relating to this prospectus, and no one may rely on any oral representations made by government officials with respect to this prospectus.

**B) Entire Proposal.**

Your proposal should address all of the selection factors and any related subfactors. Proposals should respond to all questions and provide all requested information. If a question or requested information is not applicable to a proposal, the proposal should state this in response to the question or request for information. The NPS will review the entire Proposal Package to determine whether your proposal in fact accepts without condition the terms and conditions of this Prospectus. If not, your proposal may be considered non-responsive, even though you submitted an unconditional Offeror’s Transmittal Letter.

**C) Incorrect Information.**

If you consider a statement or information in the Prospectus is be incorrect, you must submit comments to NPS in writing no later than thirty days prior to the due date for proposals. Comments should be sent to the office named on the inside cover of this prospectus for the receipt of proposals.

**D) Thorough Review.**

The information contained in this Prospectus is provided to allow persons the ability to understand the terms and conditions of the draft concession contract. You are encouraged

to thoroughly review the entire prospectus to identify all required information and documents that must be submitted as part of a proposal before beginning to prepare a proposal.

**E) Expanded Facilities or Services.**

Unless this prospectus expressly requests otherwise, offers to expand the scope of facilities, equipment, and/or services to be provided beyond those called for in this Prospectus will not be considered by NPS in the evaluation of proposals.

**F) Additional Benefits to the Government.**

A proposal to provide direct or indirect financial or other benefits to the park area or government that are not within the scope or requirements of the prospectus will not be considered in the evaluation of proposals.

**G) Financial Feasibility.**

All financial commitments made in your proposal will be closely reviewed and analyzed against your financial statements and supporting documents to determine the feasibility of your proposal.

**H) Complete Offer.**

Your proposal must reflect the complete offer that you intend to make. NPS will consider written proposals as the full and final offer in response to the prospectus, and intends to make its selection on the written information provided in proposals. Proposals should be prepared on the assumption that NPS knows nothing about you or your proposal. Proposals should also be prepared on the assumption that NPS does not have any documents previously provided by you to NPS. This is true even if you are the existing concessioner or operate another NPS concession within the park area or elsewhere. Proposals may not reference information or documents previously provided to NPS. Copies of any information or documents that you wish to be considered must be submitted as part of a proposal.

**I) Amendment or Cancellation of this Prospectus.**

This Prospectus sets forth the terms and conditions under which the concession operation is to be conducted. NPS may amend this Prospectus and/or extend the submission date (prior to the proposal due date). NPS may cancel a solicitation at any time before the award of the draft concession contract if NPS determines in its discretion that this action is appropriate in the public interest. No person obtains legal rights as a result of an amended, extended, canceled or reissued solicitation for this concession contract.

**J) Additional Information.**

NPS may request from any person who submitted a timely proposal a written clarification of its proposal. Clarification refers to making clear any ambiguities that may have been contained in a proposal, but does not include amendment or supplementation of a proposal. You may not amend or supplement your proposal after the submission date unless requested by NPS to do so, and, unless NPS provides all offerors that submitted proposals a similar opportunity to amend or supplement their proposals.

**K) Execution of the New Contract.**

The offerors selected for award of a concession contract must execute the concession contract promptly after selection within the time established by NPS. If a selected offeror fails to execute the concession contract within the time period specified by NPS, the Director will select another proposal for award of the concession contract, or will cancel the solicitation and may resolicit the draft concession contract.

**L) Additional Terms and Conditions.**

NPS may include as terms of the final concession contract appropriate elements of the proposal selected for award of the concession contract. Do not make proposal commitments that you are not prepared to fulfill.

**M) Independent Assessment.**

You are responsible for undertaking an independent assessment of this business opportunity. All of the statements made in this prospectus regarding the nature of the business and its likely future are only opinions of NPS. You may not rely on any representations of NPS in this regard.

**N) Concise Proposals.**

The NPS suggests, but does not require, that Offerors limit their narrative response to the number of pages where suggested.

**14) Offeror's Transmittal Letter and Accompanying Proposal.**

The proposal you are to submit consists of two parts, an Offeror's Transmittal Letter and accompanying proposal. The formats for these documents are contained in Section 4 of this prospectus.

The Offeror's Transmittal Letter states your acceptance of the terms and conditions of the concession opportunity as set forth in this prospectus. It states that you will comply with the required elements of the contract and related terms of the prospectus. The letter must bear original signatures and be included in your proposal. If submitted by a corporation or other business entity, persons authorized to enter into contracts on behalf of the entity must sign it.

The proposal that accompanies the Offeror's Transmittal Letter is in two parts, A and B.

**15) Who Must Sign the Offeror's Transmittal Letter?**

The Proposal Package is drafted upon the assumption that an Offeror is the same legal entity that will execute the draft concession contract as the Concessioner. If the entity that is to be the Concessioner is not formally in existence as of the time of submission of a proposal, a proposal must demonstrate that the individuals or organizations that intend to establish the entity that will become the Concessioner have the ability and are legally obliged to cause the entity to be financially and managerially capable of carrying out the terms of the contract in accordance with the terms of the offeror's proposal. In addition, the Offeror must unconditionally state and guarantee in its proposal that the Offeror will provide the Concessioner with all funding, management and/or other resources that the proposal offers.

**Please turn to Section 3 to prepare a transmittal letter and proposal.**

## **SECTION 3: PROPOSAL PACKAGE**

OMB Control # 1024-0125

Expires: 12/31/06

Note to Offeror: The following documents refer to the person or entity that is submitting a proposal as the "offeror". When the word "you," "your," "we" or "our" is used in an instruction or in a proposal, the instruction or proposal is referring to the offeror.

### ***OFFEROR'S TRANSMITTAL LETTER***

To: Ms. Tomie Patrick Lee, Superintendent  
Glacier Bay National Park and Preserve  
Box 140  
Gustavus, Alaska 99826

Dear Ms. Lee:

We hereby agree to provide visitor services at Glacier Bay National Park in accordance with the terms and conditions specified in the prospectus listed on [www.fedbizopps.gov](http://www.fedbizopps.gov) (solicitation # **GLBA-CHARTER-04**), and to execute the final Concession Contract without substantive modification (except as may be required by National Park Service pursuant to the terms of the prospectus).

We are enclosing the required "PROPOSAL" which, by this reference, is made a part hereof.

We certify that the information furnished herewith is true to the best of our knowledge and belief. We agree to meet all the minimum requirements of the draft Concession Contract, and the Prospectus, and that we have provided all of the mandatory information specified in the Prospectus.

We certify in accordance with 43 CFR Part 12 regarding debarment, suspension, ineligibility and voluntary exclusion the following:

- Any of the individuals or entities seeking participation in this Concession Contract are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a public transaction by a federal department or agency.
- Within the three years preceding submission of the Proposal, none of the individuals or entities seeking participation in this Concession Contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, or for violation of federal or state antitrust statutes or for commission of embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.
- None of the individuals or entities seeking participation in this Concession Contract are presently indicted for or otherwise criminally or civilly charged by a federal, state or

local unit of the government with commission of any of the offenses.

- The individuals or entities seeking participation in this Concession Contract have not had one or more public transactions (federal, state or local) terminated for cause or default within the three-year period preceding the submission of the Proposal.

We certify that the information contained in our proposal is true to the best of our knowledge and belief and that we have provided all of the mandatory information specified in the prospectus.

Our proposal is two parts. We agree to the minimum requirements of the draft concession contract as set forth in Part A of our proposal and agree to accept, as part of the final contract any commitments made by us in Part B of our proposal that may be included as terms of the final contract.

We also agree that by submitting this Proposal, we will, if selected for award of the new concession contract:

1. Agree to the minimum requirements of the Prospectus as identified in Part A of this Proposal Package.
2. Complete the execution of the final Concession Contract within thirty working days after it is presented by the National Park Service.
3. Commence operations under the new Concession Contract on the effective date of the new Concession Contract.
4. Provide the entity that is to be the Concessioner under the draft concession contract with the funding, management and other resources described in our proposal.

BY

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Original Signature

TITLE

ADDRESS

CERTIFICATE OF CORPORATE OFFEROR  
(Offerors who are not corporations should skip this certificate)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Offeror herein; that \_\_\_\_\_, who signed this proposal on behalf of the Offeror, was then \_\_\_\_\_ of said corporation; that said proposal was duly signed for and in behalf of the corporation by authority of its governing body within the scope of its corporate powers.

BY

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Original Signature

TITLE

ADDRESS

**ANILCA SECTION 1307 PREFERRED OPERATOR APPLICATION**

Please refer to the ANILCA Section 1307 regulations, referenced in the Business Opportunity, to answer the following questions:

- (1) Is the entity making this offer seeking to be qualified as a local resident, as defined in 36 CFR 13.81(f), for the services offered under this prospectus?

Yes

No

*For individuals:* To qualify as a local resident, each of the following elements must be met and you must provide documentation, as described in the regulations, to establish each element. **Check each element which applies:**

\_\_\_\_\_ The offeror has lived within the local area<sup>1</sup> for 12 consecutive months before the date this prospectus was issued (see issue date on inside cover);

\_\_\_\_\_ The offeror has maintained their primary permanent residence and business within the local area and;

\_\_\_\_\_ Whenever absent from this primary, permanent residence, the offeror has the intention of returning to it.

Factors demonstrating the location of an individual's primary, permanent residence and business may include, but are not limited to, the permanent address indicated on licenses issued by the State of Alaska, tax returns and voter registration.

*For corporations:*

\_\_\_\_\_ The controlling interest<sup>2</sup> in the corporation is held by an individual or individuals who qualify as local resident(s) (see above).

\_\_\_\_\_ If the offeror is a non-profit corporation, a majority of the board members and a majority of the officers qualify individually as local residents (see above).

---

<sup>1</sup> Local area means an area in Alaska within 100 miles of the location within the park area where any of the applicable visitor services are authorized to be provided.

<sup>2</sup> Controlling interest means, in the case of a corporation, an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the business so as to permit the exercise of managerial authority over the actions and operations of the corporation or election of a majority of the board of directors of the corporation. See 36 CFR 13.81(b) for additional information.





## ***PROPOSAL***

### **PART A:**

Agreement to the Minimum Terms and Conditions

- 1) **All Terms and Conditions.** We agree to comply with all terms and conditions of the draft and final Concession Contract and related prospectus, including compliance with all applicable laws under the terms and conditions specified in the draft concession contract.
- 2) **Operating Plan.** If applicable, we agree to operate in accordance with the currently approved operating plan for this concession operation during the term of the concession contract until such time as an operating plan is approved by NPS.
- 3) **Equal Employment Opportunity.** We agree to implement an equal opportunity program and comply with the terms of the Equal Employment Opportunity and handicapped access requirements of the concession contract.
- 4) **Insurance.** We agree to meet the insurance requirements of the Concession Contract.
- 5) **Franchise Fee.** We agree to pay at least the minimum franchise fee for the concession contract stated in the prospectus. Any higher fee that we offer is stated under Principal Selection Factor 5 below.

## PART B

### Response to the Requested Information

#### PRINCIPAL SELECTION FACTOR 1. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROTECTING, CONSERVING, AND PRESERVING RESOURCES OF THE PARK AREA.

Scoring: 0-5

**Note to Offeror:** This selection factor is concerned with environmental objectives that relate specifically to the protection of the particular resources of the park area. Environmental objectives for improvement of the natural environment *in general* (waste reduction, fuel efficiency, recycling, etc.) are addressed under *secondary selection factor 1*. Please avoid overlap between your response here and your response to *secondary selection factor 1*.

##### ***Subfactor 1a. Wildlife Protection. Describe how you will conduct your operations to minimize impacts on wildlife.***

At a minimum, discuss:

Any proposed mitigation measures that go beyond minimum requirements, such as approach distances, vessel operation, or route selection.

The NPS would prefer proposals which offer specific operational measures to prevent potential impacts on park wildlife, such as: commitment to using devices (such as radar, range finder, GPS, or other devices) that will assist in accurately determining the vessel's distance from objects (some sea lion haul-outs have minimum approach distances – the ability to accurately determine distances helps avoid unnecessary disturbance); or commitment to encourage **or require** client's participation and compliance with the Alaska Department of Fish and Game Selective Harvest and Catch and Release programs (see: <http://www.sf.adfg.state.ak.us/statewide/flyfish/selhar.cfm> and <http://www.sf.adfg.state.ak.us/statewide/flyfish/candr.cfm>).

##### ***Subfactor 1b. The Natural Environment. Please describe how you will conduct your operations in a manner that will minimize impacts on the natural environment of the park area.***

At a minimum, discuss:

Environmental protection measures related to vessel operations including minimizing air emissions, oil spills and wastewater discharge.

The NPS would prefer proposals which include vessels which have advanced sewage handling systems, use bio-fuels or other alternative energy, incorporate low wake hull designs and minimize ambient or underwater noise.

The NPS would also prefer offers specifying vessels with Environmental Protection Agency “*new technology*” marine engines, California Air Resources Board higher star rated engines, or other standards with demonstrated lower emissions such as certain 4-stroke and direct injection outboards. For diesel engines, the NPS would prefer engines meeting EPA tier 1, 2, 3 or “Blue Sky Series” emission standards, with preference for lower emissions/higher standards categories (e.g. 40 CFR Part 89 or other applicable standards).

***Subfactor 1c. The Social Environment. Please describe how you will conduct your operations in a manner that will minimize impacts on the park.***

At a minimum, discuss:

Operating procedures aimed at reducing potential impacts on other park users, including backcountry kayakers and private boaters. Potential impacts might include vessel wake, noise, congestion, exhaust, or other factors associated with vessel activities.

**PRINCIPAL FACTOR 2. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROVIDING NECESSARY, APPROPRIATE AND QUALITY VISITOR SERVICES AT REASONABLE RATES.**

**Scoring: 0-5**

***Subfactor 2a. The Charter Vessel Service to be Provided.***

Provide your specific plans for operating this charter vessel service. Include a description of the type of trips you will provide, including trip itineraries and on and off vessel activities that will be conducted as a part of the charter vessel service.

The NPS prefers charter vessel services which focus on non-consumptive activities and emphasize the natural and cultural attributes of the park.

***Subfactor 2b. The Vessel(s) to be Operated.***

Provide a detailed description of all motor vessel(s) the Offeror proposes to operate in the Park including, as a minimum, the information indicated in the table on the "Vessel Specifications" form, as well as any other pertinent information. If possible, provide a picture or drawing of the vessel(s). Include a copy of the most recent United States Coast Guard Certificate of Inspection ("COI") if applicable. If non-motorized vessels will also be used, provide a brief description of each.

<b>Vessel Specifications</b> (complete separate sheet for each vessel, including all motorized launches)	
<b>Vessel Name</b>	
<b>Former Names</b>	
<b>Date Built</b>	
<b>Builder</b>	
<b>Date of Last Major Refit</b>	
<b>Documentation Or Registration Number</b>	
<b>Gross Tonnage</b> (state the convention system for measurement – e.g. U.S. or International)	
<b>Length</b> (ft.)	
<b>Beam</b> (ft.)	
<b>Draft</b> (ft.)	
<b>Depth</b> (ft.)	
<b>Engines</b> (number, year, make & model, engine type [2 or 4 stroke] )	
<b>Propulsion power</b> (HP)	
<b>Propulsion</b> (quantity & type: propeller, jet, Z-Drive, etc.)	
<b>Thrusters</b> (type, power rating and location)	
<b>Passenger Capacity</b> (Maximum overnight capacity for a charter vessel is 12 passengers; Maximum capacity for a daytime-use only vessel is 49 passengers)	
<b>Passenger Inside Seating</b>	
<b>Inside Passenger Area</b> (sq. ft.)	
<b>No. and configuration of public restrooms</b> (heads)	
<b>Kayak Storage Capacity</b> (if applicable)	
<b>Fuel</b> (gas, diesel, etc.)	
<b>Fuel Capacity</b> (gal.)	
<b>Domestic Water Capacity</b> (gal.)	
<b>Marine Sanitation Device</b> (type, make & model) <small>[Note: Pump-out facilities for a Type III MSD's are not available within the park]</small>	
<b>Generator(s)</b> (number and capacity)	
<b>Hull Design</b> (mono-hull, wave-piercing, etc.)	
<b>Cruising Speed</b>	
<b>Maximum Speed</b>	
<b>Fuel Consumption</b> (at cruising speed)	
<b>Wake height at cruise speed</b> (if known)	

**Subfactor 2c. Passenger Safety**

Describe any measures you propose to take to insure passenger safety beyond what is required by law and how you would handle the safety and emergency management issues associated with your business. At a minimum address the following:

- Safety – how will you ensure safety for your clients and employees
- Describe the emergencies you are prepared to handle and how you would handle them
- Emergency medical care
- Communications

Describe first aid supplies to be carried, including if applicable, model and type of external defibrillator. Also describe any backup communication systems, such as a satellite telephone.

The NPS would prefer proposals which meet or exceed the USGC Alaska 5 Star safety program

standards [see <http://www.uscg.mil/d17/m/6pac/>].

***Subfactor 2d. Information and Interpretive Program***

The NPS is interested in having concessioners provide information to clients about the park, including park purpose and significance as well as pertinent rules and regulations.

- a. Describe your program for providing this information.
- b. Describe the reference materials you will make available to clients and staff.

The NPS would prefer proposals which offer in-depth natural and cultural information to passengers. The NPS would also prefer proposals which offer clients additional amenities such as binoculars, hydrophone or underwater video camera, computer display of vessel location and course, appropriate to the vessel size.

**PRINCIPAL FACTOR 3. THE EXPERIENCE AND RELATED BACKGROUND OF THE OFFEROR, INCLUDING THE PAST PERFORMANCE AND EXPERTISE OF THE OFFEROR IN PROVIDING THE SAME OR SIMILAR VISITOR SERVICES AS THOSE TO BE PROVIDED UNDER THE CONCESSION CONTRACT.**

**Scoring: 0-5**

**Note to Offeror:** In the event that you (the offeror that signed the Offeror's Transmittal Letter) are not the legal entity that is to be the Concessioner under the final Concession Contract, please explain your relationship to the proposed Concessioner and provide the information described below with respect to both you and the proposed Concessioner as applicable.

***Subfactor 3a. Identify the Concessioner and Related Parties***

1. Using the Business Organization and Credit Information form located in the Proposal Package Form section below, identify the Offeror and each business organization, operator and any parties involved in the management and operation of the proposed concession operation. Use the form appropriate for your organization (Partnership or Sole Proprietorship, or Corporation) and include all information necessary to make the relationships among parties clear.

***Subfactor 3b. Experience***

1. Please state in detail your overall background and experience in the operation of vessels, making particular note of any experience providing charter vessel services. Include your experience in places with cold water; inclement weather; near shore and in open ocean conditions; and any experience with kayaks or other non-motorized craft if used.

2. Please provide background and experience of key individuals that you will employ to carry out management and operations under the contract. Explain each person's proposed duties for this operation.

3. Please provide all written evaluations or assessments of the Offeror's performance for the past three years by any governmental entity that authorized or permitted vessel operations.

***Subfactor 3c. Past Business Difficulties***

The Offerors past record of marine casualties and violation notices must be included in your proposal for the period beginning five years prior to the date this prospectus was issued.

1. Has the Offeror, parent company or any of their principals or employees had any reportable marine casualties (as defined by US Coast Guard regulations), including but not limited to grounding, loss of primary propulsion, collision, flooding, capsizing, fire explosion, loss of life or reportable injury?



Yes

No

If yes, submit a copy of the official report (US Coast Guard or other).

2. Has the Offeror been charged with violating any federal, state or local criminal statute or regulation relating to guiding, land use or the environment for the period beginning five years prior to the date this prospectus was issued through the present?

Yes

No

If yes, submit a copy of the charging document (notice of violation, citation, information, indictment or similar charging document) regardless of the outcome (including dismissal, acquittal, suspended imposition of sentence, plea of guilty or finding of guilty) and an explanation of the circumstances surrounding the charge including any penalty assessed or agreed to and any corrective or mitigating actions taken by the offeror.

• **Business Organization Information**  
 • **Partnership or Sole Proprietor**

Name of Entity	
Address	
Telephone Number	
Fax Number	
Email Address	
Contact Person	
Title	
Tax ID #	
Form of Business:	
<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other (please describe):	
Years in Business	

OWNERSHIP			
Names And Addresses Of Each Partner Or Sole Proprietor	Percentage of Ownership	Current Value of Business	Role in Providing Concession Services

• **Business Organization Information**  
 • **Corporation**

*Complete separate form for the submitting corporation and the parent corporation (include all partners in a joint venture).*

Name of Entity	
Address	
Telephone Number	
Fax Number	
Email Address	
Contact Person	
Title	
Tax ID#	
State of Incorporation	
Date of Incorporation	

OWNERSHIP	NUMBER AND TYPE OF SHARES OR PERCENTAGE OF OWNERSHIP	CURRENT VALUE OF INVESTMENT
Names and Addresses of those with controlling interest or key principals of corporation		
Total of All		
Total Shares Outstanding		

CORPORATE OFFICERS AND BOARD OF DIRECTOR	ADDRESS	TITLE AND/OR AFFILIATION



TOTAL FUNDS NEEDED \$ \_\_\_\_\_

**Subfactor 4c. Source of Funds**

Please state the source of the needed funds estimated above.

**Subfactor 4d. Access to Funds**

Please document your ability to obtain these funds (or that you already have them). The documentation must be sufficient to convincingly demonstrate to NPS that the funds are available to you. For example, provide bank statements that demonstrate that you have the funds in hand, or, provide an appraisal of any of your assets that will be sold to obtain the funds, or, if you intend to borrow all or part of the funds, provide a commitment letter from the source of the borrowed funds. If you intend to borrow the funds, please explain in detail the financial arrangements of the loan.

**Section 2 – Current Financial Position of the Offeror**

**Subfactor 4e. Financial Statements**

Provide copies of your financial statements for the two most recent fiscal years. If financial statements have been audited, include the related audit report, notes to the financial statements and similar explanatory material. For sole proprietors, the financial statement will be a personal financial statement and should include both an income statement and a balance sheet. An income statement lists all of your income and expenses for your most recent fiscal year. A balance sheet lists everything that you own and everything that you owe as of the day that you apply (or, if you prefer, as of the last day of your most recent fiscal year).

**Subfactor 4f. Credit Information**

- 1) List any Foreclosures, Bankruptcies, Transfers in Lieu of Foreclosure or Work-Out/Loan Modification Transactions during the *past 10 years*. (If none, so indicate.) Include the name of the property, the city and state, the property type, the approximate loan amount, the lender, and the year of the event. Include an explanation of circumstances, including resolution, bankruptcy plan, and/or other documentation as appropriate.
- 2) Describe any pending litigation or current lawsuits that will materially impact your financial position if adversely resolved.
- 3) Provide a current credit report.

**Section 3 - Demonstrate the financial feasibility of your proposed operation.**

Estimate the amount of income and expenses for the proposed charter vessel operation. Provide this estimate by completing the prospective income statement on the following page. The prospective income statement is a form to use to estimate the income and expenses for the proposed operation. Blank lines are included on the prospective income statement if you need to provide estimates for expense categories that are not listed. (Describe the categories on the blank lines.)

Only revenues and expenses related to the services authorized by the contract (inside the park) are to be included in your prospective income statement, not other services outside the park.

Explain the assumptions that you used in developing your estimates. More detail is preferred over less. At a minimum, you should provide:

#### Revenue

- The estimated number of charter entries per year,
- The estimated revenue per entry.

#### Expenses

- Provide the basis for estimating your expenses (such as your past expenses or quotes provided to you)
- If there are expenses that are applicable to other operations as well as the charter vessel service, explain how you allocated the applicable portion of those expenses to the charter vessel operation. (Example: If you also commercial fish and you pay annual interest expense on your vessel, explain how you calculated the portion of the interest expense to applicable to the concession operation.)

**PROSPECTIVE INCOME STATEMENT FORMAT**

Annually for Term of Contract

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Gross Receipts	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Salaries & Wages	_____	_____	_____	_____	_____
Payroll Taxes & Benefits	_____	_____	_____	_____	_____
Operating Supplies	_____	_____	_____	_____	_____
Office Expenses	_____	_____	_____	_____	_____
Depreciation & Amortization	_____	_____	_____	_____	_____
Repair & Maintenance	_____	_____	_____	_____	_____
Insurance	_____	_____	_____	_____	_____
Advertising	_____	_____	_____	_____	_____
Interest	_____	_____	_____	_____	_____
Legal & Accounting	_____	_____	_____	_____	_____
Car & Truck Expenses	_____	_____	_____	_____	_____
Travel, Meals & Entertainment	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
NPS Franchise Fees	_____	_____	_____	_____	_____
Total Expenses	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Net Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**PROSPECTIVE INCOME STATEMENT FORMAT**

Annually for Term of Contract

	<b>YEAR 6</b>	<b>YEAR 7</b>	<b>YEAR 8</b>	<b>YEAR 9</b>	<b>YEAR 10</b>
Gross Receipts	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Salaries & Wages	_____	_____	_____	_____	_____
Payroll Taxes & Benefits	_____	_____	_____	_____	_____
Operating Supplies	_____	_____	_____	_____	_____
Office Expenses	_____	_____	_____	_____	_____
Depreciation & Amortization	_____	_____	_____	_____	_____
Repair & Maintenance	_____	_____	_____	_____	_____
Insurance	_____	_____	_____	_____	_____
Advertising	_____	_____	_____	_____	_____
Interest	_____	_____	_____	_____	_____
Legal & Accounting	_____	_____	_____	_____	_____
Car & Truck Expenses	_____	_____	_____	_____	_____
Travel, Meals & Entertainment	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
NPS Franchise Fees	_____	_____	_____	_____	_____
Total Expenses	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Net Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



**PRINCIPAL FACTOR 5. THE AMOUNT OF THE PROPOSED FRANCHISE FEE AND/OR OTHER FORMS OF FINANCIAL CONSIDERATION TO NPS.**

**Scoring: 0-4**

***Subfactor 5a. The proposed franchise fee.***

**Note to Offeror:** The minimum franchise fee for the draft contract is an annual fee of the greater of \$500 or 3% of gross receipts.

The offer of a higher franchise fee is generally beneficial to the NPS, and, accordingly, generally will result in a higher score under this selection factor. However, consideration of revenue to the United States is subordinate to the objectives of protecting, conserving, and preserving resources of the park area and of providing necessary and appropriate visitor services to the public at reasonable rates.

Please state the franchise fee you offer as a percentage of gross receipts.

\$ \_\_\_\_\_ .

**SECONDARY SELECTION FACTOR 1. THE QUALITY OF THE OFFEROR'S PROPOSAL TO CONDUCT ITS OPERATIONS IN A MANNER THAT FURTHERS THE PROTECTION, CONSERVATION AND PRESERVATION OF PARK AREA AND OTHER RESOURCES THROUGH ENVIRONMENTAL MANAGEMENT PROGRAMS AND ACTIVITIES, INCLUDING, WITHOUT LIMITATION, ENERGY CONSERVATION, WASTE REDUCTION, AND RECYCLING.**

**Scoring: 0-3**

Note to Offeror: The subfactors for this secondary selection factor focus on environmental management programs and activities that promote *general* environmental objectives such as waste reduction, fuel efficiency, recycling, etc. Please avoid overlap between your response here and your response to *Principal Selection Factor 1*.

***Secondary Subfactor 1a. Energy Conservation.***

Please describe the steps you will take to conserve energy resources (i.e., gasoline, oil, propane, etc.) in the conduct of your operations under the contract. Include specific goals, actions, steps or programs that you commit to adopt and implement in this regard. Also include a description of how you intend to measure and monitor the effectiveness of your goals, actions, steps or programs.

***Secondary Subfactor 1b. Waste Reduction.***

Please describe the steps you will take to prevent or decrease the amount of waste being generated through waste prevention including recycling or purchasing environmentally preferable products in the conduct of your operations under the contract. Include specific goals, actions, steps or programs that you commit to adopt and implement in this regard. Also include a description of how you intend to measure and monitor the effectiveness of your actions, steps or

programs.

***Secondary Subfactor 1c. Environmental Purchasing.***

Please address programs or strategies you would use to advance environmental purchasing. Environmental purchasing refers to purchasing products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose (i.e. purchasing less toxic chemicals; purchasing environmentally preferable paper products that contain recycled products and/or are biodegradable; purchasing locally grown, organic and/or sustainable food and beverage products). Include specific goals, actions, steps or programs that you commit to adopt and implement in this regard.

***Secondary Subfactor 1d. Other Environmental Programs and Actions.***

Please describe any other environmental programs and actions you will undertake to minimize the impacts of your operations on the general environment.

**Category III Contract**

**United States Department of the Interior  
National Park Service**

Glacier Bay National Park & Preserve

Charter vessel Services

Concession Contract No. **CC-GLBAXXX-05**

\_\_\_\_\_  
[Name of Concessioner]

\_\_\_\_\_  
[Address, including email address and phone number]

\_\_\_\_\_  
Doing Business As

Covering the Period \_\_\_\_\_ through \_\_\_\_\_

This Contract is between the National Park Service and \_\_\_\_\_ (hereinafter referred to as "Concessioner"), a [Include only one:] [Corporation][Partnership][Sole Proprietorship], d.b.a. \_\_\_\_\_ under the authority of 16 U.S.C. 1 et. seq., including 16 U.S.C. 5901 et. seq., and other laws that supplement and amend these laws. The Director and the Concessioner agree:

#### Sec. 1. Term of Contract

This Contract will be from **January 1, 2005** until its expiration on **December 31, 2014**.

#### Sec. 2. Services and Operations

##### (a) Required and Authorized Visitor Services

The Concessioner must provide the following required Visitor Services within the Area: **None**

The Concessioner may provide the following authorized Visitor Services within the Area: **Charter Vessel Services.**

##### (b) Operation, Maintenance and Quality of Operation

The Concessioner must provide, operate and maintain the Visitor Services in accordance with this Contract in a manner considered satisfactory by the Director, including the nature, type and quality of the Visitor Services. The Concessioner's authority to provide Visitor Services under the terms of this Contract is nonexclusive. The Concessioner's operations and contract compliance will be evaluated on at least an annual basis.

No government owned personal property is assigned to the Concessioner.

##### (c) Operating Plan

The Director will establish and revise, as necessary, after consultation with the Concessioner, specific requirements for the operations of the Concessioner under this Contract in the form of an Operating Plan. The initial Operating Plan is attached to this Contract as Exhibit B.

##### (d) Rates

All rates and charges to the public by the Concessioner for Visitor Services must be reasonable and appropriate and must be approved by the Director.

##### (e) No Capital Improvements

The Concessioner may not construct any Capital Improvements upon Area lands.

#### Sec. 3. Concessioner Personnel

(a) The Concessioner must ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public.

- (b) The Concessioner must establish appropriate screening, hiring, training, safety, employment, termination and other policies and procedures.
- (c) The Concessioner must review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Director to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and must take such actions as are necessary to correct the situation.
- (d) The Concessioner must maintain, to the greatest extent possible, a drug free work environment.

#### Sec. 4. Environmental

The Concessioner must utilize appropriate best management practices (practices that apply the most current and advanced means and technologies available to the Concessioner to undertake and maintain a superior level of environmental performance reasonable in light of the circumstances of the operations conducted under this Contract) in its provision of Visitor Services and other activities under this Contract.

#### Sec. 5. Fees

##### (a) Franchise Fee

The Concessioner must pay a franchise fee to the Director as follows: *[To be inserted in the final contract. The minimum fee is described in the Business Opportunity. Offerors may propose a higher fee in their response to Principal Selection Factor 5 in the Proposal Package.]* The Concessioner has no right to waiver of the fee under any circumstances.

##### (b) Payments Due

- (1) The franchise fee is due on November 1 of each year.
- (2) All franchise fee payments consisting of \$10,000 or more, will be deposited electronically by the Concessioner in the manner directed by the Director.
- (3) If adjustments need to be made to the franchise fee payment due to adjustments to the reported gross receipts at the time of submission of the Concessioner's Annual Financial Report, or for any other reason, the adjustments will be made as follows:
  - (i) Additional payments will be made at the time of submission of the Concessioner's Annual Financial Report.
  - (ii) Overpayments will be offset against the following year's fees.

##### (c) Interest

An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed. The percent of interest charged will be based on the current value of funds to the United States Treasury as published quarterly in the Treasury

Fiscal Requirements Manual. The Director may also impose penalties for late payment to the extent authorized by Applicable Law.

## Sec. 6. Insurance

The Concessioner must obtain and maintain during the entire term of this Contract at its sole cost and expense, coverage necessary to fulfill the obligations of this Contract. The insurance requirements are set forth in Exhibit D.

## Sec. 7. Records and Reports

### (a) Accounting System

(1) The Concessioner must maintain an accounting system under which its accounts can be readily identified with its system of accounts classification. Such accounting system must be capable of providing the information required by this Contract. The Concessioner's system of accounts classification must be directly related to the Concessioner Annual Financial Report Form issued by the Director.

(2) If the Concessioner's annual gross receipts are \$500,000 or more, the Concessioner must use the accrual accounting method.

(3) The Concessioner must keep its accounts in such manner that there can be no diversion or concealment of profits or expenses in the operations authorized under this Contract by means of arrangements for the procurement of equipment, merchandise, supplies or services from sources controlled by or under common ownership with the Concessioner or by any other device.

### (b) Annual Financial Report

The Concessioner must submit annually as soon as possible but not later than March 1 a financial statement for the preceding fiscal year or portion of a year as prescribed by the Director ("Concessioner Annual Financial Report").

(1) If the annual gross receipts of the Concessioner are in excess of \$1,000,000, the financial statements must be audited by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

(2) If annual gross receipts are between \$500,000, and \$1,000,000, the financial statements must be reviewed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

(3) If annual gross receipts are less than \$500,000, the financial statements may be prepared without involvement by an independent Certified Public Accountant, unless otherwise directed by the Director.

### (c) Other Reports

(1) Balance Sheet. If requested by the Director, within ninety (90) days of the execution of this Contract or its effective date, whichever is later, the Concessioner must submit to the Director a balance sheet as of the beginning date of the term of this Contract. The balance sheet must be audited or reviewed, as determined by the annual gross receipts, by an independent Certified Public Accountant.

(2) The Director from time to time may require the Concessioner to submit other reports and data regarding its performance under this Contract or otherwise, including, but not limited to, operational information.

## Sec.8. Suspension, Termination, or Expiration

### (a) Termination and Suspension

(1) The Director may temporarily suspend operations under this Contract in whole or in part or terminate this Contract in writing at any time in order to protect Area visitors, protect, conserve, and preserve Area resources, or to limit Visitor Services in the Area to those that continue to be necessary and appropriate.

(2) The Director may terminate this Contract if the Director determines that the Concessioner has materially breached any requirement of this Contract.

(3) In the event of a breach of the Contract, the Director will provide the Concessioner an opportunity to cure by providing written notice to the Concessioner of the breach. In the event of a monetary breach, the Director will give the Concessioner a fifteen (15) day period to cure the breach. If the breach is not cured within that period, then the Director may terminate the Contract for default. In the event of a nonmonetary breach, if the Director considers that the nature of the breach so permits, the Director will give the Concessioner thirty (30) days to cure the breach, or to provide a plan, to the satisfaction of the Director, to cure the breach over a specified period of time. If the breach is not cured within this specified period of time, the Director may terminate the Contract for default. Notwithstanding this provision, repeated breaches (two or more) of the same nature will be grounds for termination for default without a cure period. In the event of a breach of any nature, the Director may suspend the Concessioner's operations as appropriate in accordance with Section 8(a).

### (b) Requirements in the Event of Suspension, Termination or Expiration

(1) In the event of suspension or termination of this Contract for any reason or expiration of this Contract, no compensation of any nature will be due the Concessioner, including, but not limited to, compensation for personal property, or for losses based on lost income, profit, or the necessity to make expenditures as a result of the termination.

(2) Upon termination of this Contract for any reason, or upon its expiration, and except as otherwise provided in this section, the Concessioner must, at the Concessioner's expense, promptly vacate the Area, remove all of the Concessioner's personal property, and repair any injury caused by removal of the property. This removal must occur within thirty (30) days (unless the Director in particular circumstances otherwise determines). Personal property not removed from the Area will be considered abandoned property subject to disposition by the Director, at full cost and expense of the Concessioner.

Sec. 9. Assignment, Sale or Encumbrance of Interests

This Contract may not be assigned [e.g. sold] or encumbered [e.g. mortgaged] without the approval of the Director in accordance with 36 CFR Part 51 with respect to proposed assignments and encumbrances.

Sec. 10. General Provisions – See Addendum 1.

Addendum 1 attached to this Contract is made a part of this Contract.

By:  
CONCESSIONER: UNITED STATES OF AMERICA

\_\_\_\_\_  
(Title) (Company Name)

\_\_\_\_\_  
(Title), National Park Service

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

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

[Corporation]

Attest

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attachments:

Addendum 1 – General Provisions

Exhibit A – Nondiscrimination

Exhibit B – Operating Plan

Exhibit C – Reserved

Exhibit D – Insurance



## ADDENDUM 1 GENERAL PROVISIONS

### 1. Definitions.

The following terms used in this Contract will have the following meanings, which apply to both the singular and the plural forms of the defined terms:

- (a) "Applicable Laws" means the laws of Congress governing the Area, including, but not limited to, the rules, regulations, requirements and policies promulgated under those laws, whether now in force, or amended, enacted or promulgated in the future, including, without limitation, federal, state and local laws, rules, regulations, requirements and policies governing nondiscrimination, protection of the environment and protection of public health and safety.
- (b) "Area" means the property within the boundaries of Glacier Bay National Park & Preserve.
- (c) "Days" means calendar days.
- (d) "Director" means the Director of the National Park Service, and his duly authorized representatives.
- (e) "Exhibit" means the various exhibits, which are attached to this Contract, each of which is hereby made a part of this Contract.
- (f) "Gross Receipts" means the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this Contract, commissions earned on contracts or agreements with other persons or companies operating in the Area, and gross receipts earned from electronic media sales, but excluding:
  - (1) Intracompany earnings on account of charges to other departments of the operation (such as laundry);
  - (2) Charges for employees' meals, lodgings, and transportation;
  - (3) Cash discounts on purchases;
  - (4) Cash discounts on sales;
  - (5) Returned sales and allowances;
  - (6) Interest on money loaned or in bank accounts;
  - (7) Income from investments;
  - (8) Income from subsidiary companies outside of the Area;
  - (9) Sale of property other than that purchased in the regular course of business for the purpose of resale;
  - (10) Sales and excise taxes that are added as separate charges to sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded will not exceed the amount actually due or paid government agencies;
  - (11) Receipts from the sale of handicrafts that have been approved for sale by the Director as constituting authentic American Indian, Alaskan Native, Native Samoan, or Native Hawaiian handicrafts. All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, must be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones must be included in gross receipts. All revenues received from charges for in-room telephone or computer access must be included in gross receipts.
- (g) "Superintendent" means the manager of the Area.
- (h) "Visitor Services" means the accommodations, facilities and services that the Concessioner is required and/or authorized to provide by this Contract.

### 2. Legal and Regulatory Compliance

This Contract, operations under it by the Concessioner, and its administration by the Director, are subject to all Applicable Laws. The Concessioner must comply with all Applicable Laws in fulfilling its obligations under this Contract at the Concessioner's sole cost and expense. The Concessioner must give the Director immediate written notice of any violation of Applicable Laws by the Concessioner, including its employees, agents or Contractors, and must promptly correct any violation.

### 3. Services and Operations

- (a) All promotional material, regardless of media format (i.e., printed, electronic, broadcast media), provided to the public by the Concessioner in connection with the services provided under this Contract must be approved in writing by the Director prior to use. All such material will identify the Concessioner as an authorized Concessioner of the National Park Service, Department of the Interior.
- (b) The Concessioner will provide Federal employees reduced rates, in accordance with guidelines established by the Director, when conducting necessary official business. Complimentary or reduced rates and charges may otherwise not be provided to Federal employees by the Concessioner except to the extent that they are equally available to the general public.
- (c) The Director and Comptroller General of the United States, or any of their duly authorized representatives, will have access to the records of the Concessioner as provided by the terms of Applicable Laws.
- (d) Subconcession or other third party agreements, including management agreements, for the provision of Visitor Services required and/or authorized under this Contract, whether in consideration of a percentage of revenues or otherwise, are not permitted.
- (e) The Concessioner will ensure that any protected sites and archeological resources within the Area are not disturbed or damaged by the Concessioner's activities. Discoveries of any archeological resources by the Concessioner will be promptly reported to the Director.

### 4. Environmental Data, Reports, Notifications, and Approvals

- (a) Inventory of Hazardous Substances and Inventory of Waste Streams. The Concessioner must submit to the Director, upon request, an inventory of hazardous chemicals used and stored in the Area by the Concessioner. The Concessioner must obtain the Director's approval prior to using any extremely hazardous substance, as defined in the Emergency Planning and Community Right to Know Act of 1986, in operations under this Contract. The Concessioner must also submit to the Director, upon request, an inventory of all waste streams generated by the Concessioner under this Contract.
- (b) Reports. The Concessioner must submit to the Director copies of all documents, reports, monitoring data, manifests, and other documentation required under Applicable Laws to be submitted to regulatory agencies. The Concessioner must also submit to the Director any environmental plans for which coordination with Area operations are necessary and appropriate, as determined by the Director in accordance with Applicable Laws.
- (c) Notification of Releases. The Concessioner must give the Director immediate written notice of any discharge, release or threatened release (as these terms are defined by Applicable Laws) within or at the vicinity of the Area (whether solid, semi-solid, liquid or gaseous in nature) of any hazardous or toxic substance, material, or waste of any kind, including, without limitation, building materials such as asbestos, or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product.
- (d) Notice of Violation. The Concessioner must give the Director in writing immediate notice of any written threatened or actual notice of violation from other regulatory agencies of any Applicable Law arising out of the activities of the Concessioner, its agents or employees.

- (e) Communication with Regulatory Agencies. The Concessioner must provide timely written advance notice to the Director of communications, including without limitation, meetings, audits, inspections, hearings and other proceedings, between regulatory agencies and the Concessioner related to compliance with Applicable Laws concerning operations under this Contract. The Concessioner must also provide to the Director any written materials prepared or received by the Concessioner in advance of or subsequent to any such communications. The Concessioner must allow the Director to participate in any such communications. The Concessioner must also provide timely notice to the Director following any unplanned communications between regulatory agencies and the Concessioner.
- (f) Cost Recovery for Concessioner Environmental Activities. If the Concessioner does not promptly contain and remediate an unauthorized discharge or release arising out of the activities of the Concessioner, its employees, agents and Contractors, as set forth in this section, or correct any environmental self-assessment finding of non-compliance, in full compliance with Applicable Laws, the Director may, in its sole discretion and after notice to the Concessioner, take any such action consistent with Applicable Laws as the Director deems necessary to abate, mitigate, remediate, or otherwise respond to such release or discharge, or take corrective action on the environmental self-assessment finding. The Concessioner will be liable for and must pay to the Director any costs of the Director associated with such action upon demand. Nothing in this section precludes the Concessioner from seeking to recover costs from a responsible third party.

## 5. Fees

### (a) Adjustment of Franchise Fee

- (1) The Concessioner or the Director may request, in the event that either considers that extraordinary, unanticipated changes have occurred after the effective date of this Contract, a reconsideration and possible subsequent adjustment of the franchise fee established in this section. For the purposes of this section, the phrase “extraordinary, unanticipated changes” will mean extraordinary, unanticipated changes from the conditions existing or reasonably anticipated before the effective date of this Contract which have or will significantly affect the probable value of the privileges granted to the Concessioner by this Contract. For the purposes of this section, the phrase “probable value” means a reasonable opportunity for net profit in relation to capital invested and the obligations of this Contract.
- (2) The Concessioner or the Director must make a request for a reconsideration by mailing, within sixty (60) days from the date that the party becomes aware, or should have become aware, of the possible extraordinary, unanticipated changes, a written notice to the other party that includes a description of the possible extraordinary, unanticipated changes and why the party believes they have affected or will significantly affect the probable value of the privileges granted by this Contract.
- (3) If the Concessioner and the Director agree that extraordinary, unanticipated changes have occurred, the Concessioner and the Director will undertake good faith negotiations as to an appropriate adjustment of the franchise fee.
- (4) The negotiation will last for a period of sixty (60) days from the date the Concessioner and the Director agree that extraordinary, unanticipated changes occurred. If the negotiation results in agreement as to an adjustment (up or down) of the franchise fee within this period, the franchise fee will be adjusted accordingly, prospectively as of the date of agreement.
- (5) If the negotiation does not result in agreement as to the adjustment of the franchise fee within this sixty (60) day period, then either the Concessioner or the Director may request binding arbitration to determine the adjustment to franchise fee in accordance with this section. Such a request for arbitration must be made by mailing written notice to the other party within fifteen (15) days of the expiration of the sixty (60) day period.

- (6) Within thirty (30) days of receipt of such a written notice, the Concessioner and the Director will each select an arbiter. These two arbiters, within thirty (30) days of selection, must agree to the selection of a third arbiter to complete the arbitration panel. Unless otherwise agreed by the parties, the arbitration panel will establish the procedures of the arbitration. Such procedures must provide each party a fair and equal opportunity to present its position on the matter to the arbitration panel.
- (7) The arbitration panel will consider the written submissions and any oral presentations made by the Concessioner and the Director and provide its decision on an adjusted franchise fee (up, down or unchanged) that is consistent with the probable value of the privileges granted by this Contract within sixty (60) days of the presentations.
- (8) Any adjustment to the franchise fee resulting from this section will be prospective only.
- (9) Any adjustment to the franchise fee will be embodied in an amendment to this Contract.
- (10) During the pendency of the process described in this section, the Concessioner will continue to make the established franchise fee payments required by this Contract.

#### 6. Indemnification

The Concessioner agrees to assume liability for and does hereby agree to save, hold harmless, protect, defend and indemnify the United States of America, its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs and expenses (including without limitation attorneys fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way connected with or arising out of the activities of the Concessioner, its employees, agents or Contractors under this Contract. This indemnification will survive the termination or expiration of this Contract.

#### 7. Notice of Bankruptcy or Insolvency

The Concessioner must give the Director immediate notice (within five (5) days) after the filing of any petition in bankruptcy, filing any petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, or making any assignment for the benefit of creditors. The Concessioner must also give the Director immediate notice of any petition or other proceeding against the Concessioner for the appointment of a trustee, receiver, or liquidator, or, the taking by any person or entity of the rights granted by this Contract or any part thereof upon execution, attachment or other process of law or equity. For purposes of the bankruptcy statutes, NPS considers that this Contract is not a lease but an executory Contract exempt from inclusion in assets of Concessioner pursuant to 11 U.S.C. 365. The Director may terminate this Contract if the Director determines that the Concessioner is unable to perform the terms of Contract due to such bankruptcy or insolvency action.

#### 8. Additional Provisions

- (a) This Contract contains the sole and entire agreement of the parties. No oral representations of any nature form the basis of or may amend this Contract. This Contract may be extended, renewed or amended only when agreed to in writing by the Director and the Concessioner.
- (b) This Contract does not grant rights or benefits of any nature to any third party.
- (c) The invalidity of a specific provision of this Contract will not affect the validity of the remaining provisions of this Contract.
- (d) Waiver by the Director or the Concessioner of any breach of any of the terms of this Contract by the other party will not be deemed to be a waiver or elimination of such term,

nor of any subsequent breach of the same type, nor of any other term of the Contract. The subsequent acceptance of any payment of money or other performance required by this Contract will not be deemed to be a waiver of any preceding breach of any term of the Contract.

- (e) No member of, or delegate to, Congress or Resident Commissioner will be admitted to any share or part of this Contract or to any benefit that may arise from this Contract but this restriction will not be construed to extend to this Contract if made with a corporation or company for its general benefit.
- (f) This Contract is subject to the provisions of 43 CFR, Subtitle A, Part 12, Subpart D, concerning nonprocurement debarment and suspension. The Director may recommend that the Concessioner be debarred or suspended in accordance with the requirements and procedures described in those regulations, as they are effective now or may be revised in the future.

**Exhibit A**  
**Nondiscrimination**

*Section I: Requirements Relating to Employment and Service to the Public*

A. Employment

During the performance of this CONTRACT the Concessioner agrees as follows:

- (1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provision of this nondiscrimination clause.
- (2) The Concessioner will, in all solicitations or advertisements for employees placed by on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.
- (3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices, and procedures in accordance with the affirmative action program requirement.
- (5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this CONTRACT or with any of such rules, regulations, or orders, this CONTRACT may be canceled, terminated or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be

imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

#### B. Construction, Repair, and Similar Contracts

The preceding provisions A(1) through A(8) governing performance of work under this CONTRACT, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this CONTRACT, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this CONTRACT, and for that purpose the term "CONTRACT" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

#### C. Facilities

- (1) Definitions: As used herein:
- (a) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner;
  - (b) Facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.
- (2) The Concessioner is prohibited from:
- (a) Publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin, or disabling condition;
  - (b) Discriminating by segregation or other means against any person.

#### *Section II: Accessibility*

Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

A. Discrimination Prohibited

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

- (1) Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
- (2) Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
- (3) Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
- (4) Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
- (5) Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the recipient's program;
- (6) Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or
- (7) Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

B. Existing Facilities

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.



## EXHIBIT B CHARTER VESSEL OPERATING PLAN

### INTRODUCTION

This Operating Plan between \_\_\_\_\_ (hereinafter referred to as the “Concessioner”) and Glacier Bay National Park & Preserve, National Park Service (hereinafter referred to as the “Service”) shall serve as a supplement to Concession Contract CC-GLBAXXX-05 (hereinafter referred to as the “CONTRACT”). It describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Glacier Bay National Park & Preserve (hereinafter referred to as the “Area”) which are assigned to the Concessioner for the purposes authorized by the CONTRACT. In the event of any conflict between the terms of the CONTRACT and this Operating Plan, the terms of the CONTRACT, including its designations and amendments, shall prevail. This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Glacier Bay National Park & Preserve. Any revisions shall not be inconsistent with the main body of this CONTRACT. Any revisions must be reasonable and in furtherance of the purposes of the CONTRACT.

### **A. Definitions and Abbreviations**

#### **1. Definitions**

In addition to all defined terms contained in the CONTRACT, including without limitation Exhibit A, and Exhibits C - I, the following definitions apply to this Operating Plan:

- a. “Glacier Bay” or “Glacier Bay proper”, means all marine waters inside a line from Pt. Gustavus to Pt. Carolus.
- b. “Park” means Glacier Bay National Park & Preserve.
- c. “Park Compendium” or “Compendium” refers to a compendium of park regulations for which the Superintendent has discretionary authority.
- d. “Pool” or “Use day pool” or “vessel use day pool” means charter vessel use days not allocated to a specific concessioner, but which are potentially available for use by charter vessel concessioners.
- e. “Vessel Use Day” or “Use day” means any continuous period of time that a motor vessel is in Glacier Bay between the hours of 12 midnight on one day to 12 midnight the next day.

#### **2. Abbreviations**

- a. AFR: Annual Financial Report
- b. CFR: Code of Federal Regulations
- c. CPR: Cardiopulmonary Resuscitation
- d. EMP: Environmental Management Program
- e. ERP: Emergency Response Program
- f. FEIS: Final Environmental Impact Statement
- g. MARPOL: International Convention for the Prevention of Pollution from Ships

- h. MSD: Marine Sanitation Device
- i. NFPA: National Fire Protection Association
- j. NPS: National Park Service
- k. OSHA: Occupational Safety and Health Administration
- l. PPE: Personal Protective Equipment
- m. SOP: Standard Operating Procedure
- n. SPCC: Spill Prevention Control and Countermeasures
- o. "VQOR" or "VQOR-EIS" means the Glacier Bay National Park & Preserve Vessel Quota and Operating Requirement Environmental Impact Statement including Record of Decision.

### 3. Operations

- a. All vessel operations shall be conducted in conformance with relevant National Park Service regulations contained in the current US Code of Federal Regulations, with particular attention to applicable elements of 36 CFR 13.65 and the Park Compendium.
- b. Food and beverage service shall be conducted in conformance with the U.S. Public Health Service, Food and Drug Administration Food Code.
- c. Charter vessel use in Glacier Bay (proper), for all operators combined, is limited to six vessels per day from June 1 through August 31.
- d. Charter vessel use limits in park marine waters outside Glacier Bay (proper) have not been established, but may be imposed at any time by the Superintendent in accordance with federal law.
- e. The Concessioner shall remove all solid wastes from the park for proper separation, recycling and disposal. Use of NPS solid waste receptacles or the park landfill is prohibited.
- f. Materials, supplies, or equipment of any type will not be cached or stored ashore without prior written approval by the Superintendent.
- g. The Concessioner is required to notify park headquarters by telephone (907 697-2627) or marine band radio (KWM 20 Bartlett Cove on Channel 16) prior to entering Glacier Bay from June 1 through August 31, and provide or confirm the following:
  - (1) Name of the vessel operator;
  - (2) Identify the concession contract under which the vessel will be operating;
  - (3) Number of guests and crew on board the vessel; and
  - (4) Confirm the scheduled entry and departure dates for that trip.
- h. Except as noted below, charter vessel services are restricted to the marine waters of Glacier Bay National Park unless specifically authorized in writing by the Superintendent. Off-vessel activities authorized for all charter operators:
  - (1) Guided or unguided day hikes (group size limit is 12); and
  - (2) Guided or unguided day trips with hand propelled watercraft (group size limit is 12).
  - (3) Operations must be in accordance with the Resource Protection Guidelines for Glacier Bay National Park (Attachment A).
- i. Each vessel operator must be familiar with park regulations. Each vessel operator shall receive an NPS boater orientation prior to each operating season. Orientations will be available at the NPS Visitor Information Station, (907) 697-2627, in Bartlett Cove May-September or by prior arrangement with the NPS Ranger station.

- j. The Concessioner will report Visitor Use and Sport Fish activity for each charter in the park, in a format provided by the Service. The report must be received not later than the 5th of every month for the previous month (i.e. report May charters no later than June 5).

#### 4. Glacier Bay Vessel Use Day Allocation and Scheduling

- a. The Concessioner has an *initial* annual allocation of \_\_\_\_\_ charter vessel use days for Glacier Bay (proper) from June 1 through August 31.
- b. Any vessel use days not used for 2 consecutive years of the contract shall be revoked unless the Concessioner relinquishes the vessel use days in writing prior to March 1 for the upcoming season.
- c. NPS will review the use day allocation annually, based on the above, and will advise operators of their following year's allocation by November 1 each year.
- d. The Concessioner shall notify the NPS in advance of all charter vessel use in Glacier Bay (proper). Notification shall be through the NPS Concessions office by email [glba\_concessions@nps.gov], phone [(907) 697-2670], or fax [907-697-2654]. During the summer, notification may also be through the NPS Visitor Information Station by phone [(907) 697-2627] or VHF Radio [KWM-20 Bartlett Cove channel 16 or 12].
- e. Relinquished, revoked and unassigned use days will be put into a vessel use day pool for reallocation.
- f. Charter vessel use days, for Glacier Bay (proper) June 1 through August 31, will be scheduled, through the offices noted in 4.d. above, as follows:
  - (1) Beginning January 1 each year, charter vessel concessioners may submit requests to schedule both allocated and unallocated use days.
  - (2) The NPS will begin scheduling use days allocated to individual operators, beginning February 1 of each year. Conflicts will be resolved by the NPS by random selection.
  - (3) The NPS will begin scheduling requests for unallocated use days on March 1. Conflicts will be resolved by the NPS by random selection.
  - (4) After March 1, unallocated vessel use days will be available on a first come, first served basis. Conflicts will be resolved by the NPS by random selection.
- g. Revoked use days will remain in the "use day pool" for the remainder of the contract term.
- h. The Concessioner shall notify the park concessions office (email preferred) of any cancellations of scheduled use days as early as possible. In order to insure a fair allocation of use days, operators who do not use 20% of their scheduled use days will lose access to the following March 1 initial allocation of the use day pool. Operators will permanently lose allocated use day(s) if they fail to cancel a scheduled use day prior to the end of the scheduled day.

# RESOURCE PROTECTION GUIDELINES FOR GLACIER BAY NATIONAL PARK Effective: January 29, 2001

## Off-Vessel Activities

### I. RESOURCE GUIDELINES FOR WATER AND SHORE BASED OFF-VESSEL ACTIVITIES

- All groups will follow the guidelines set forth in the NPS Wilderness Visitor Use Management Plan (1989). The current plan includes:
  1. Group size is limited to 12 or fewer people, including the guide(s)
  2. Individual guided groups will remain out of sight and sound of each other.
  3. Visual evidence of previous use will be nearly absent.
  4. Landing sites and trails will not be evident, all garbage will be packed out, visitors will use the intertidal as a lavatory, and the noise level will be kept to a minimum.
- Out of sight means that each group will not be in view of each other at any time during the paddle. If because of topography, weather, or logistics each group can not remain out of sight of each other, they will remain at least one-quarter mile apart.
- Out of sound means that each group will remain far enough apart so they would not normally be able to hear each other. This separation may be further than the visual separation as sound travels easily around physical and water barriers that often restrict groups visually. This must be adjusted for each area based on topography and weather conditions. If because of topography, weather, or logistics each group can not remain out of sound of each other, they will remain at least one-quarter mile apart.
- Vessels will not approach within  $\frac{1}{4}$  mile of any humpback whale [see also: 36 CFR 13.65(b)(3)].
- Groups should avoid approach within 100 yards of a marine mammal that is hauled-out on ice or land [see also: 36 CFR 13.65(b)(3)].
- Groups will avoid approaching within one-quarter mile of a tidewater glacier.
- Groups will avoid approaching within 100 feet of nesting seabird colonies. When seabirds begin to circle in the air, dive at individuals on shore, or vocalize, the group should move away from the area as quickly as possible. This will decrease the potential for incubating or brooding adults to abandon their nests. Additionally, adults that continue to leave the nest expend more energy and may expose their eggs and young to predation, chilling, and/or over-heating.
- Vessels dropping passengers on shore should avoid areas where marine birds are concentrated. Each vessel should approach the shoreline at a minimum speed to reduce disturbance to marine birds.

- Whenever possible, groups should attempt to hike in the rocky intertidal to avoid producing trails in the beach grass. When this is not possible, groups hiking in the beach grass, should avoid, to the best of their ability, hiking single file and spread their disturbance over a larger area. Also, consecutive groups should not travel the same path in the same area on any one day to avoid trailing.
- Groups should avoid kayaking or hiking directly in the streambed from July through September to reduce disturbance to spawning salmon and avoid trampling fertilized eggs within the stream gravel.
- Groups should leave the area if moose, bears, wolves, wolverines, or goats alter their behavior (e.g., turning sideways, standing up, leaving the area, stopping in their tracks) due to the presence of the group. This will prevent these animals from becoming displaced from important forage resources.
- Groups should avoid hiking directly beneath or walking up to any occupied bald eagle nest. Bald eagles are susceptible to disturbance around their nest. An occupied bald eagle nest can be defined as any nest that has one or more bald eagles perched near (within one-quarter mile) or in the nest tree.

## II. SITE SPECIFIC WATER AND SHORE BASED OFF-VESSEL ACTIVITIES

Resource guidelines for specific sites within Glacier Bay National Park:

### Reid Glacier:

- No more than two groups of 12 individuals will remain in Reid Inlet at any one time. These groups include those involved in all off-vessel activities (on shore and on the water).
- There will be no shore based activities allowed in the area surrounding the Ibach Cabin site. This area is used by numerous species of songbirds, shorebirds, waterfowl, and seabirds. There are mew gull and arctic tern nesting colonies south of the cabin that are susceptible to human foot traffic. Also, brown bears are frequently seen in this area and, in 1998 and 1999, this area was closed to all foot traffic because of increasing brown bear activity.

### Tyndall Cove to Shag Cove, Geikie Inlet:

- No foot traffic should take place on the small island at the entrance to Shag Cove due to an active bald eagle nest, which has failed to produce young in 1997, 1998, and 2000.
- Groups should not hike along the shoreline directly opposite from the small islet near the northwest entrance to Shag Cove. Marine birds (including harlequin ducks, scoters, and goldeneyes) tend to concentration in this area and can be susceptible to repeated human and vessel disturbance.

### Spokane Cove, South Sandy Cove, North Sandy Cove:

- The shoreline from Wolf Creek in Spokane Cove to a point due east from the southern tip of Garforth Island, including Puffin Island and the small islets of North and South Sandy Cove are closed to camping from May 1 through August 15. No hiking is authorized in this area

due to a large population of black bears. Groups may go to shore for rest and lavatory breaks, but must remain within the intertidal.

- Groups should avoid hiking along Wolf Creek in Spokane Cove in late August and early September. This area contains large concentrations of bears when pink and chum salmon enter the stream drainage to spawn.

#### Beartrack Cove:

- Groups should avoid hiking along the Beartrack River in late August and early September. This area is an important resource to black bears, bald eagles, ravens, crows, and gulls when pink and chum salmon enter the stream drainage to spawn.
- The Beartrack River tidal flats extend out over ¼ mile from the beach fringe. Extensive shoaling can occur in this area at low tide. Groups should be aware of the tidal movements for that day and exercise caution when going to shore in this area.

#### Berg Bay

- Berg Bay contains several native allotments that are private property and not within the park's jurisdiction. Fig. 1. Identifies the general location and boundary of private allotments within Berg Bay.

### **III. SITE SPECIFIC WATER AND SHORE BASED OFF-VESSEL ACTIVITIES OUTSIDE GLACIER BAY PROPER**

#### A. Resource guidelines for protecting marine birds:

- The eastern tidal marsh of Taylor Bay; the Dundas Bay River, wetlands, and estuary; and Sawmill Bay and the Excursion River estuary support large concentrations of marine birds that use these areas for feeding and shelter. Many of these marine birds are also flightless during the late summer molt. The molting process can leave these birds vulnerable to predation and disturbance by vessels. Motorized vessels should minimize their wake and all groups should stay well away from areas where marine bird concentrations are present.

#### B. Resource guidelines for protecting streams:

- The mouth of the Dundas and Excursion Rivers is an import resource area for bears, moose, wolves, bald eagles, ravens, crows, and gulls when pink and chum salmon enter the stream drainage to spawn. Groups should avoid hiking along either of these rivers in late August and early September when spawning salmon are present.

#### C. Private Allotments:

- Dundas Bay and Excursion Inlet contain several native allotments that are private property and not within the park's jurisdiction. Fig. 1. Identifies the general location and boundaries of private allotments in these areas.

#### C. Resource Guidelines for Specific Sites Outside of Glacier Bay Proper

#### Taylor Bay:

- The tide flats surrounding the Brady Glacier outwash can be dangerous due to saturated mud and sand that causes the substrate to act like quicksand. This area is not to be taken lightly. Groups should avoid the mud flats near the western and eastern outwash streams and any other areas that contain saturated mud.
- When walking near the Brady Glacier, group guides should test the substrate stability with a stick before taking any clients into the area.

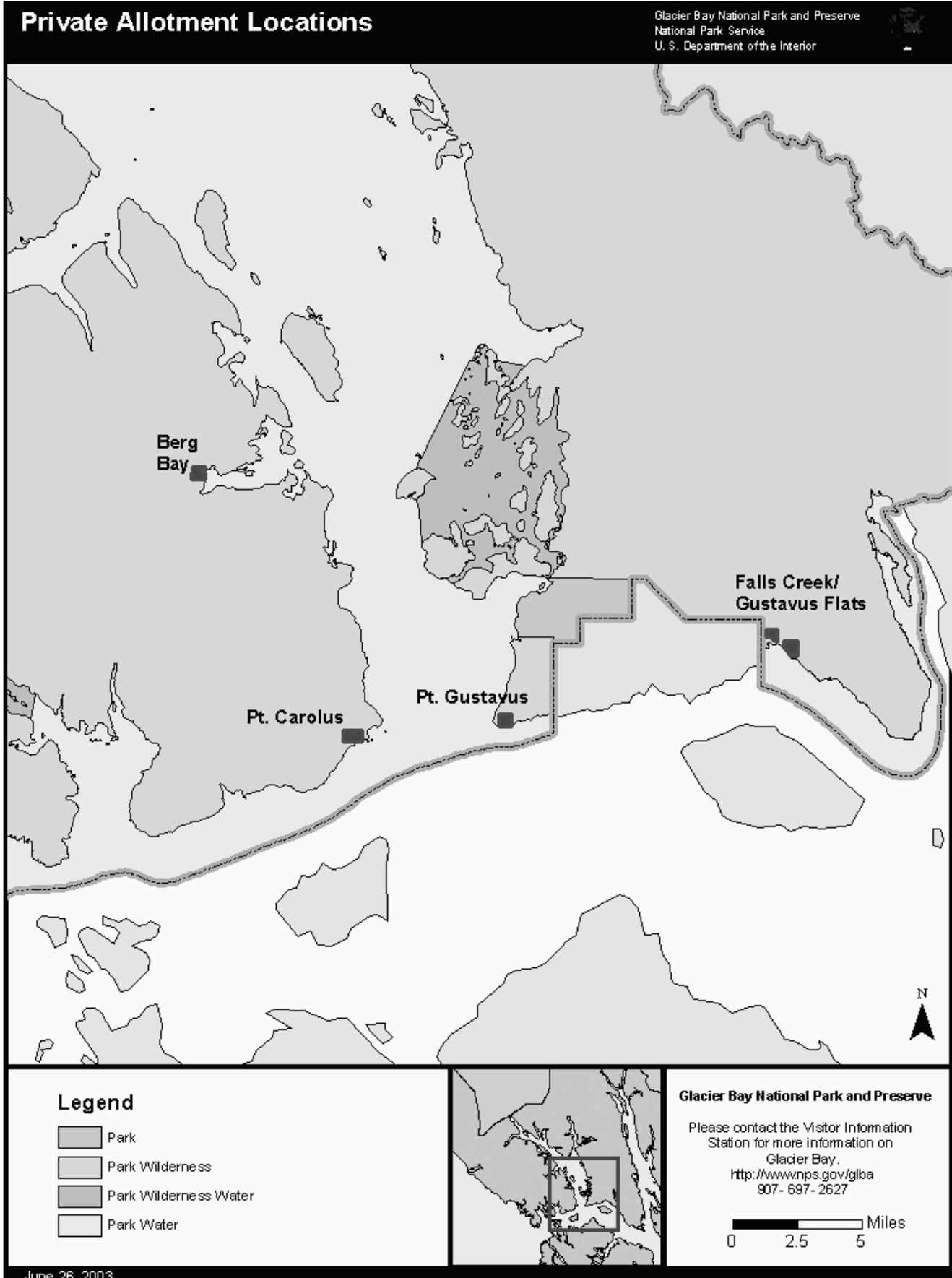
#### Dundas Bay:

- The Dundas Bay cannery is located in lower Dundas Bay and was once the center of an active cannery operation. Several remnants and artifacts from this era still remain on site. When visiting the cannery site, groups will not enter the main cannery building. This building is condemned and dangerous to health and safety. Groups will also follow the safety guidelines developed for shore parties at the cannery site. A copy of these guidelines is enclosed.
- Groups will not remove any items from the Dundas Bay cannery location.
- Metal artifacts and structures and large rocks distributed throughout the cannery site can result in an uneven substrate. Many of the metal pieces are partially buried and contain sharp edges. Groups should take extra precautions when walking in the cannery site.
- The Dundas Bay cannery intertidal and subtidal area is strewn with metal pieces, some of which may be partially buried in the substrate. Vessels should take extra precaution when approaching this area.
- Bears frequent the large estuary at the end of Dundas Bay's northern arm. Caution should be used when taking groups to shore in this area.
- Both the northern and southern arms of Dundas Bay contain navigational hazards (e.g., submerged rocks and shoals) that, due to tidal fluctuations, may or may not be exposed. Extra precaution should be taken when traveling in these areas.
- Extensive mudflats are present in the mouth of the Dundas River and Dundas Bay's southern arms. Vessels should not travel into the mouth of the Dundas River. Exposed mudflats in Dundas Bay's two southern arms can extend out over ½ mile from the beach fringe at low tide. Water levels may fluctuate from 20 ft. to 2 ft. in very short distances. Groups should be aware of the tidal movements for that day and exercise caution when navigating or going to shore in these areas.

#### Excursion Inlet:

- Harbor seals haul out on a sand bar at the mouth of the Excursion River. All vessels (motorized and non-motorized )should remain at least ¼ mile from this haul-out when seals are present.
- The mouth of the Excursion River is also surrounded by extensive mud flats and shoaling. Vessels should not enter this area or travel into the mouth of the river.

Fig. 1. Location and boundary of private allotments within Glacier Bay National Park.





## **Exhibit D Insurance Requirements**

### **I. General**

The Concessioner must obtain and maintain during the entire term of this Contract, at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of the Contract. The Director will approve the types and amounts of insurance coverage purchased by the Concessioner.

At the request of the Director, the Concessioner must, at the time insurance is first purchased and annually thereafter, provide the Director with a Certificate of Insurance that accurately details the conditions of the policy as evidence of compliance with this section. The Concessioner must provide the Director immediate written notice of any material change in the Concessioner's insurance program hereunder, including without limitation, cancellation of any required insurance coverages.

From time to time, as conditions in the insurance industry warrant, the Director may modify this Exhibit, provided that any additional requirements must be reasonable and consistent with the types of insurance a prudent businessperson would purchase in similar circumstances.

The Director will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

### **II. Liability Insurance.**

The Concessioner must provide commercial general liability insurance against claims arising out of or resulting from the acts or omissions of the Concessioner or its employees, agents or contractors, in carrying out the activities and operations required and/or authorized under this Contract.

All liability policies must specify that the insurance company will have no right of subrogation against the United States of America and must provide that the United States of America is named an additional insured.

This insurance must be in the amount commensurate with the degree of risk and the scope and size of the activities required and/or authorized under this Contract. The following Liability Coverages and limits are to be maintained at a minimum, all of which are to be written on an occurrence basis only. The Concessioner may attain the limits specified below by means of supplementing the respective coverage(s) with Excess or Excess "Umbrella" Liability. Furthermore, the commercial general liability package must provide no less than the coverages and limits described.

A. Commercial General Liability: As follows

Number of Passengers	Minimum Liability Insurance Required
Up to 6	\$300,000
7-12	\$500,000
13-20	\$1,000,000
21-49	\$1,500,000

1. Coverage will be provided for bodily injury, property damage, personal or advertising injury liability (and must include Contractual Liability and Products/Completed Operations Liability).  
 Bodily Injury and Property Damage Limit  
 Products/Completed Operations Limit  
 Personal Injury & Advertising Injury Limit  
 General Aggregate  
 Fire Damage Legal Liability ``per fire"
2. The liability coverages may not contain the following exclusions/limitations:
  - a. Athletic or Sports Participants
  - b. Products/Completed Operations
  - c. Personal Injury or Advertising Injury exclusion or limitation
  - d. Contractual Liability limitation
  - e. Explosion, Collapse and Underground Property Damage exclusion
  - f. Total Pollution exclusion
  - g. Watercraft limitations affecting the use of watercraft in the course of the concessioner's operations (unless separate Watercraft coverage is maintained)
3. If the policy insures more than one location, the General Aggregate limit must be amended to apply separately to each location, or, at least, separately to the appropriate NPS location(s).

B. Automobile Liability

Coverage will be provided for bodily injury or property damage arising out of the ownership, maintenance or use of ``any auto," Symbol 1. (Where there are no owned autos, coverage applicable to ``hired" and ``non-owned" autos, ``Symbols 8 & 9," will be maintained.)

Each Accident Limit: As shown above

C. Liquor Liability (if applicable)

Coverage will be provided for bodily injury or property damage including damages for care, loss of services, or loss of support arising out of the selling, serving or furnishing of any alcoholic beverage.

Each Common Cause Limit: As shown above

Aggregate Limit: As shown above

D. Watercraft Liability (or Protection & Indemnity for vessels over 26' in length)

Coverage will be provided for bodily injury or property damage arising out of the use of any watercraft.

Each Occurrence Limit: As shown above

E. Aircraft Liability (if applicable)

Coverage will be provided for bodily injury or property damage arising out of the use of any aircraft.

Each Person Limit: NA  
Property Damage Limit: NA  
Each Accident Limit: NA

F. Excess Liability or Excess "Umbrella" Liability

This coverage is not required, but may be used to supplement any of the above Liability coverage policies in order to arrive at the required minimum limit of liability. If maintained, coverage will be provided for bodily injury, property damage, personal or advertising injury liability in excess of scheduled underlying insurance. In addition, coverage must be at least as broad as that provided by underlying insurance policies and the limits of underlying insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the Excess Liability or Excess "Umbrella" Liability policy.

G. Care, Custody and Control--Legal Liability (Describe Specific Coverage)

Coverage will be provided for damage to property in the care, custody or control of the concessioner.

Any One Loss: As shown above

H. Environmental Impairment Liability

Coverage (if requested by the Director) will be provided for bodily injury, personal injury or property damage arising out of pollutants or contaminants (on site and/or offsite).

Each Occurrence or Each Claim Limit: As shown above  
Aggregate Limit: As shown above

I. Special Provisions for Use of Aggregate Policies.

At such time as the aggregate limit of any required policy is (or if it appears that it will be) reduced or exhausted, the concessioner may be required to reinstate such limit or purchase additional coverage limits.

J. Self-Insured Retentions.

Self-insured retentions on any of the above described Liability insurance policies (other than Excess "Umbrella" Liability, if maintained) may not exceed \$5,000.

I. Workers Compensation and Employers' Liability.

Coverage will comply with the statutory requirements of the state(s) in which the concessioner operates.

## II. Insurance Company Minimum Standards.

All insurance companies providing the above described insurance coverages must meet the minimum standards set forth below:

1. All insurers for all coverages must be rated no lower than A-by the most recent edition of Best's Key Rating Guide (Property-Casualty Edition).
2. All insurers for all coverages must have a Best's Financial Size Category of at least VIII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
3. All insurers must be admitted (licensed) in the state in which the concessioner is domiciled.

## III. Certificates of Insurance.

All certificates of Insurance required by this Contract must be completed in sufficient detail to allow easy identification of the coverages, limits, and coverage amendments that are described above. In addition, the insurance companies must be accurately listed along with their A.M. Best Identification Number ("AMB#"). The name, address and telephone number of the issuing insurance agent or broker must be clearly shown on the certificate of insurance as well.

Due to the space limitations of most standard certificates of insurance, it is expected that an addendum will be attached to the appropriate certificate(s) in order to provide the space needed to show the required information.

In addition to providing certificates of insurance, the concessioner, upon written request of the Director, must provide the Director with a complete copy of any of the insurance policies (or endorsements thereto) required herein to be maintained by the concessioner.

## IV. Statutory Limits

In the event that a statutorily required limit exceeds a limit required herein, the higher statutorily required limit will be considered the minimum to be maintained.