



National Park Service
U.S. Department of the Interior

Glacier Bay National Park and
Preserve

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Prospectus

A Concession Business Opportunity For Lodging, Food And Beverage And Associated Incidental Services In Glacier Bay National Park And Preserve In The Dry Bay Area



Solicitation GLBA-DryBay-05

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Prospectus Under Which A Concession Contract Will Be Awarded For The Operation Of
Lodging And Food And Beverage And Associated Incidental Services In Glacier Bay
National Park And Preserve In The Dry Bay Area

Date Issued: **March 8, 2005**

Offers and Any Modifications Must be received

At:

National Park Service
Alaska Regional Office
Attn: Concessions Division
240 West 5th Avenue, #114
Anchorage, Alaska 99501-2327

By:

4:00 pm

May 6, 2005

Address Questions to:

Mr. David Nemeth
PO Box 140
Gustavus, Alaska 99826
Phone: 907-697-2624
Fax: 907-697-2654
E-mail: david_nemeth@nps.gov

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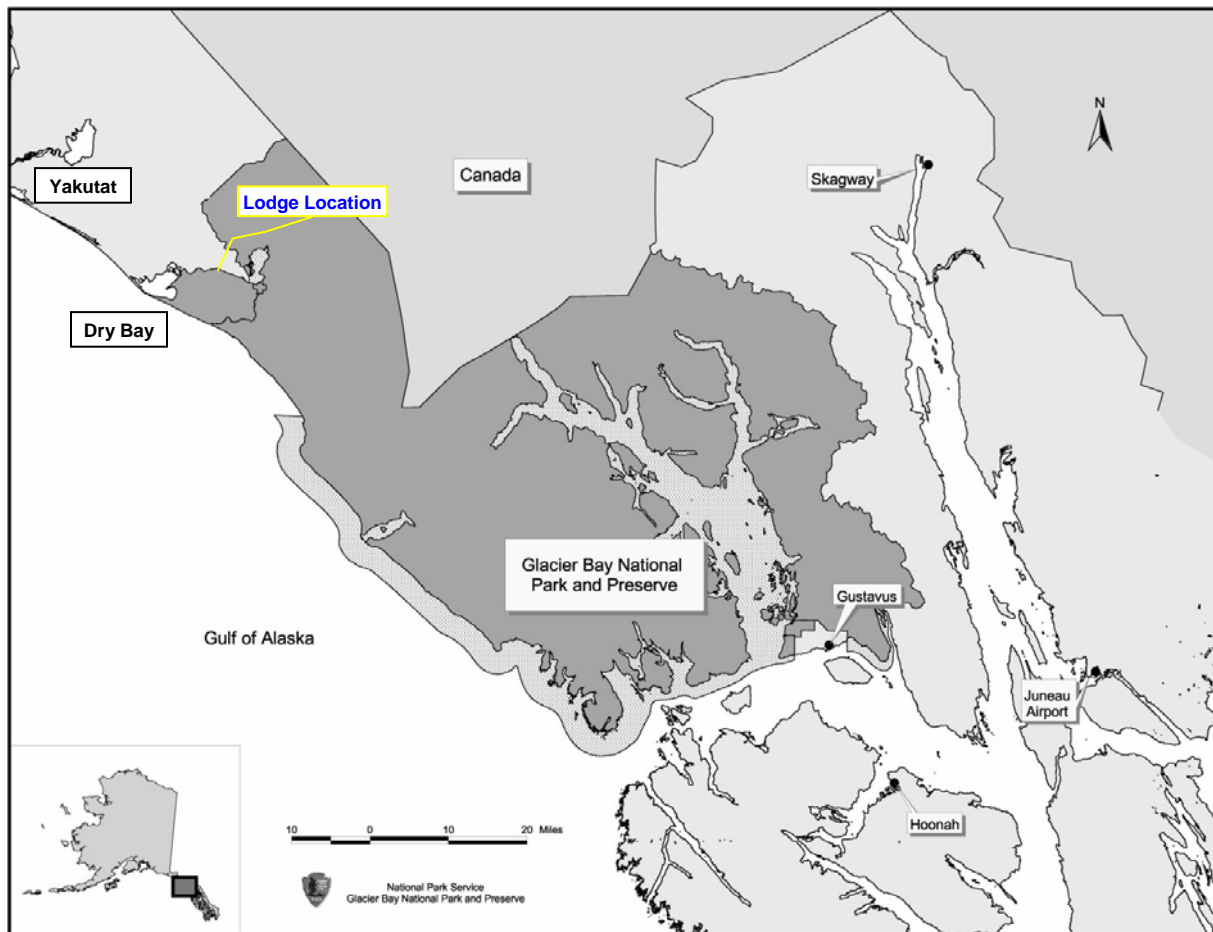
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SECTION 1: BUSINESS OPPORTUNITY

Introduction

The U.S. National Park Service (NPS) intends to award a concession contract for rustic lodging, food and beverage service and associated incidental services in the Preserve portion of Glacier Bay National Park & Preserve. The contract to be awarded is proposed to be for the period January 1, 2005 through December 31, 2014.¹

This prospectus is issued to evoke the widest possible interest from qualified applicants in operating these concessions, and to inform interested parties of the requirements and conditions under which the operations may be conducted. The prospectus is issued under the authority of 36 CFR Part 51.



¹ The effective date of the contract is subject to change prior to contract award if determined necessary by the National Park Service. The expiration date would also be adjusted to maintain an approximate 10 year term.

The solicitation period will be 60 days. All proposals must be received by 4:00 pm (Alaska time) on the date and at the location shown on the cover of this prospectus to be considered and evaluated.

The Contract To Be Awarded

No more than one concession contract for lodging, food and beverage and associated incidental services will be awarded pursuant to this prospectus. Two other lodges (Northern Lights Haven and Johnny's East River Lodge) currently provide similar services in Dry Bay pursuant to a concession authorization issued under the provisions of section 1307(a) of the Alaska National Interest Lands Conservation Act and 36 CFR 13.82.

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.

To learn more about the National Park Service, visit our website at www.nps.gov. This site includes information about who we are, our mission, NPS policies, and individual parks.

Glacier Bay National Park & Preserve

Glacier Bay National Park and Preserve is located at the terminus of Southeast Alaska's Inside Passage. Headquarter facilities at Bartlett Cove lie approximately 65 miles west of Juneau; a smaller satellite office located in Yakutat, Alaska serves the Preserve at Dry Bay and the Alesk/Tatshenshini River corridor.

The 57,000-acre Preserve was established in 1980 by the Alaska National Interest Lands Conservation Act (ANILCA) which authorized ongoing consumptive and commercial activities in the Preserve, including commercial fishing, sport hunting, trapping, and subsistence activities.

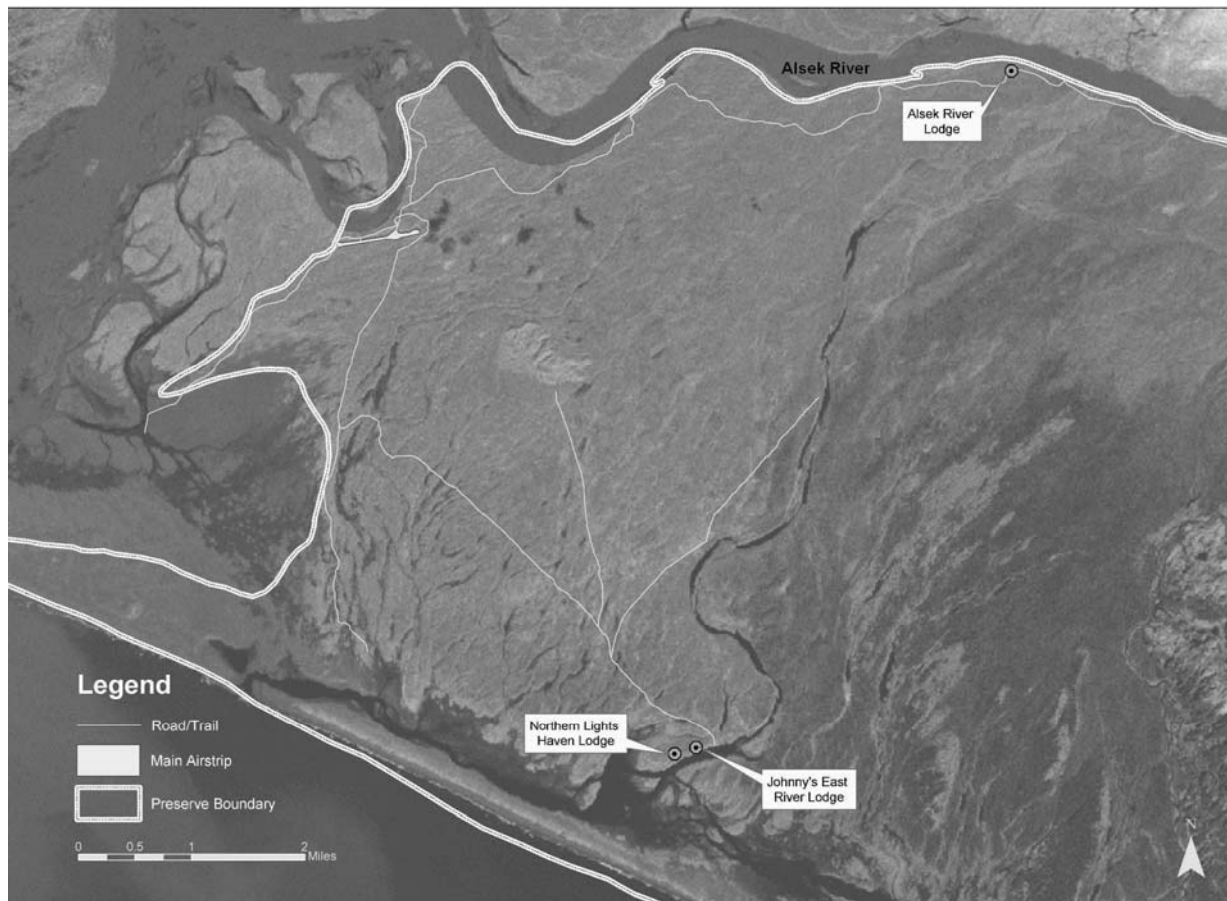
Development within the Preserve is minimal and is largely related to the ongoing commercial fisheries; they include a fish-processing plant, several trails and airstrips, 20 permanent fish camps (cabins and outbuildings), and 10-45 temporary fish campsites. Three commercial lodges (one of which is offered in this prospectus) provide lodging, meals, and sightseeing and/or fishing guide opportunities. One public use cabin is also available for public use on a first come first served basis.

Access to Dry Bay is primarily by small fixed-wing aircraft. Air taxi services to Dry Bay are available from Yakutat, Alaska, approximately 50 miles to the north and other surrounding communities. There are several gravel airstrips within the Preserve, all open to public use.

Transportation within the Preserve is largely by foot and/or by All Terrain Vehicle (ATV) on approximately 90 miles of ATV trail.

In addition to supporting an ongoing commercial fishery, Dry Bay also attracts big game hunters (brown bear, black bear, moose, wolf, and mountain goat), sport fishermen (various salmon), subsistence hunters and fishermen, waterfowl hunters, birdwatchers, and sightseers. Dry Bay is also the take-out point for most float trips on the popular Alsek/Tatshenshini River. Approximately 800 individuals float the river either on private or commercial trips. A small primitive campground is located near the takeout site. The Dry Bay area is occasionally used as a staging area for mountaineering expeditions into the Mt. Fairweather range within the park or extended coastal hikes.

The Preserve Environment



The Dry Bay Preserve is a glacial outwash plain defined by Alsek Lake and the Alsek River to the north, the Gulf of Alaska to the west and south and the Doame River and Preserve boundary to the west (see USGS 1:63,360 quads for Yakutat: A2, A)

Management Direction for the Preserve

ANILCA set aside the Preserve at Dry Bay “to protect a segment of the Alsek River, fish and wildlife habitats and migration routes, and a portion of the Fairweather Range including the northwest slope of Mount Fairweather (Sec. 202).

Specific directives for managing the Preserve were outlined in the Glacier Bay National Park and Preserve General Management Plan (1984) and include;

- No additional trails or airstrips will be authorized
- No major developments would be proposed as there was little demand for commercial services.

Existing Concessioner

Gary Gray, P.O. Box 304, Yakutat, AK 99689, under the business name Alsek River Lodge, has the expiring lodging concession permit. Mr. Gray also holds an additional concession permit for sport hunting guide/outfitter services within Glacier Bay National Preserve.



Existing Alsek River Lodge

History of Use

The following table presents historic use statistics for Dry Bay Lodging. All operations are highly seasonal with the greatest use occurring in August & September.

	Alsek River Lodge		Northern Lights Haven		Johnny's East River Lodge		Total Dry Bay Lodging	
Year	Annual Visitors	Lodge Overnights	Annual Visitors	Lodge Overnights	Annual Visitors	Lodge Overnights	Annual Visitors	Lodge Overnights

2003	8 ²	52	74	346	57	345	139	743
2002	27	155	69	340	74	380	170	875
2001	20	50	105	342	82	410	207	802
2000	11	56	99	493	92	466	202	1015
1999	16	73	110	561	96	459	222	1093

Services to be Provided

Services will include lodging and associated food services, guided hiking, sport fishing, and other activities associated with the lodging operation, subject to approval of the National Park Service. Specific terms and conditions for these services are detailed in the draft concession contract in this prospectus.

Land Assignment

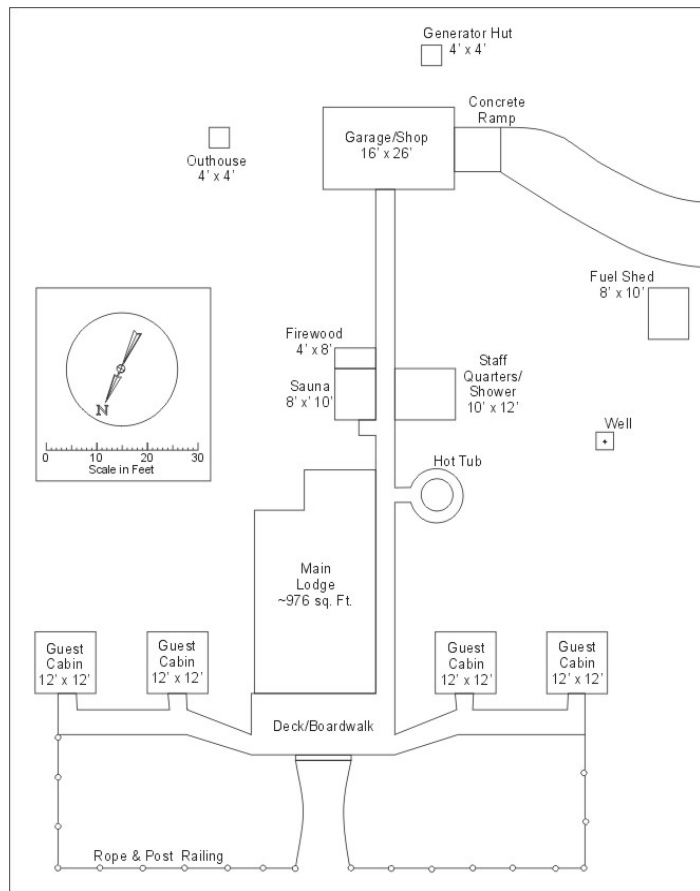
A parcel of land approximately 200' x 250' will be assigned to the concessioner. All facilities will be limited to this land assignment and must be temporary in nature. The land assignment may be changed by the National Park Service at its discretion. The Alsek River is currently cutting into the bank in front of the land assignment. Continued erosion may require a relocation of the land assignment.

Facilities

There will be no government facilities assigned to the concessioner under this contract.

The existing lodging facilities consist of temporary structures owned by Gary Gray as personal property (see figures 1 & 2). A successful offeror may be able to purchase this property, but should contact Mr. Gray if this is their intent. Otherwise, Mr. Gray would have six months to remove the temporary facilities. The new Concessioner would need to provide new temporary facilities on the land assignment once the existing facilities are removed.

Any new temporary facilities will be limited to the approximate square footage of the existing facilities (2,345 square feet). Facility design will require specific



Existing Temporary Structures

² Use levels were lower in 2003 due to shorter operating season necessary to in order to upgrade the waste treatment system.

written approval of the park superintendent.

There is an unimproved landing strip (approximately 2,450 feet x 75 feet) near the land assignment which is available for use by the public and concessioner for small plane landings.

Basic Financial Information

The Service does not guarantee the economic viability of this opportunity and the offeror must make its own analysis in this regard. Offerors must submit a financial projection to substantiate the viability of the proposed operation in their proposal. The following are the existing concessioner's gross receipts for the years 2001-2003.

Year	Gross Receipts	Franchise Fee
2003	\$12,998	\$750
2002	\$12,424	\$750
2001	\$12,743	\$750

Franchise Fees

The minimum franchise fee for the new contracts is equal to the greater of \$500 or three percent (3%) of annual gross receipts. However, Offerors may propose a higher franchise fee - see Principal Selection Factor 5 in the Proposal Package section.

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 inside cover of the prospectus with your request.

Document or Information	Website
Concessions Management Improvement Act of 1998 (P.L. 105-391)	http://www.nps.gov/akso/concessions/home.htm or: http://www.gpoaccess.gov/index.html
NPS Concessions Management Regulations – 36 CFR Part 51	http://www.nps.gov/akso/concessions/home.htm or http://www.gpoaccess.gov/index.html
ANILCA Section 1307 Regulations – 36 Part 13, Subpart D (36 CFR 13.80-13.87)	http://www.nps.gov/akso/concessions/home.htm or http://www.gpoaccess.gov/index.html
NPS Management Policies, Chapter 10- Commercial Visitor Services	http://www.nps.gov/policy/mp/policies.pdf
Glacier Bay National Park & Preserve website	http://www.nps.gov/glba
Backcountry Sanitation	http://www.nps.gov/public_health/inter/info/factsheets/fs_bc.htm
Leave No Trace	http://www.LNT.org

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, you 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 the 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

- Numbering. Each page and section of a proposal should be numbered.
- Documents. The original proposal and three copies in the format outlined in the Proposal Package should be submitted.
- 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 and time 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, NPS will review each proposal received by the due date and time 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) Selecting the Best Proposal

NPS will select the proposal with the highest total point score as the best proposal. NPS will offer the contract to the offeror submitting the best proposal unless this contract is subject to a preference (see “Preferred Offeror Determinations”, below). If two or more proposals receive the same 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 the current Concessioner does not qualify as an historical operator under 36 CFR 13.81(d).

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.” 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. In general, in the event that the best proposal received is from a non-Preferred Operator, the Preferred Operator that submitted the best proposal from among all Preferred Operator proposals will be entitled to match the terms of the better proposal. In the event that the best proposal received is from a Preferred Operator, that Preferred Operator will be selected for award of the contract.

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 [a preferred operator] 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 concessioner has a right of preference to the award of the concession contract because the anticipated gross receipts are less than \$500,000 for the first year of operation and the existing concessioner otherwise meets the requirements for a right of preference.

See 36 CFR Part 51, Subpart E for a description of how this right of preference is exercised. In general, if the proposal submitted by the existing concessioner is not selected as the best proposal, NPS will advise the existing concessioner of the better terms and conditions of the best proposal that the existing concessioner must match. If the existing concessioner does so (by amendment of its proposal) within the time allowed, it will be further considered (subject to the provision in the next paragraph, below) for award of the concession contract. If it does not, then the offeror that submitted the best proposal will be selected for award of the contract (subject to the preferences and process described under ANILCA Section 1307, above). An existing concessioner must submit a responsive proposal in order to exercise a right of preference.

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)).

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 and time 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 draft 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 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 offeror 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 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

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 Lee
Superintendent
Glacier Bay National Park & Preserve
PO Box 140
Gustavus, AK 99826

Attention: Concessions Division

Dear Ms. Lee:

We hereby agree to provide lodging, food & beverage and associated incidental services at Glacier Bay National Park & Preserve in accordance with the terms and conditions specified in the draft Concession Contract provided in the Prospectus issued by the public notice in the Federal Business Opportunities (solicitation # GLBA-DryBay-05), and to execute the draft Concession Contract without substantive modification (except as may be required by the 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 its knowledge and belief. We agree to meet all the minimum requirements of the draft concession contract and the Prospectus.

We certify the following 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 its knowledge and believe 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:

- Agree to the minimum requirements of the Prospectus as identified in Part A of this Proposal Package.
- Complete the execution of the final Concession Contract within thirty working days after it is presented by the National Park Service.
- Commence operations under the new concession contract on the effective date of the new concession contract.
- Operate under the current, Service-approved rates to visitors until such time as the Service may approve amended rates.
- Provide the entity that is to be the Concessioner under the concession contract with the funding, management and other resources described in our proposal.

BY:

ORIGINAL SIGNATURE _____

(Type or Print Name) _____

DATE _____

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: _____ DATE _____

(Type or print name and 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 a local resident, as defined in 36 CFR 13.81(f), for the services offered under this prospectus? *If yes, provide documentation to support this determination, as described in these regulations.*

Yes

No

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 that applies:**For individuals:**

___ The offeror has lived within the local area¹ 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 interest² 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).

¹ 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.

² 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.

(2) Are you applying for "most directly affected Native corporation" status, as defined in 36 CFR 13.85? *If yes, provide the documentation to support this determination, as described in these regulations.*³

Yes

No

³ Huna Totem Corporation has previously been determined to have "most directly affected" Native corporation status for Glacier Bay National Park & Preserve and does not need to resubmit supporting documentation. The NPS may determine that other Native corporations are also "most directly affected" under the applicable statute.

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 concession contract and related prospectus, including compliance with all applicable laws under the terms and conditions specified in the draft concession contract.
- 2) **Approved rates:** If applicable, we agree to operate at the currently approved rates for this concession operation during the term of the concession contract until such time as a new rate schedule 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 draft 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

Subfactor 1a. The Service is particularly concerned with the following environmental objectives pertaining to Principal Selection Factor 1:

- Prevention and mitigation of impacts on wildlife
- Prevention and mitigation of release of hazardous materials.
- Minimization of impacts to the land assignment and surrounding park lands

Describe how you propose to conduct your operations in furtherance of these objectives.

1. Describe measures you will take to reduce potential impacts of the temporary facilities on and around the assigned lands.
2. Describe the methods you will use to dispose of human waste and wastewater.
3. List all hazardous materials you would store on the land assignment and describe how you would store and dispose of these materials.
4. Describe the actions that you will take to reduce potential impacts on park wildlife with specific emphasis on avoiding conditioning wildlife to the presence of humans and human foods and wastes.

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

Scoring: 0-5

Subfactor 2a. Provide your specific plans for operating this service. Include a detailed description of the lodging and food service you would provide (the services required by the contract). In addition, which of the services authorized (but not required) would you provide? Provide your specific plans for operating the authorized services you propose to provide. Include any guided activities and any support you would provide for unguided activities.

Explain how your operations will emphasize an appreciation of park and preserve values and minimize impacts on other park users.

Subfactor 2b. It is the goal of the NPS to provide visitors with opportunities to learn about the park's purpose and significance, natural and cultural resources, park regulations and safety information for the trip. Describe in detail how you would address these topics.

Subfactor 2c. Describe how you would handle the safety and emergency management issues associated with your business. At a minimum address the following:

1. Describe the policies and procedures you will implement to address the safety of your employees and customers.
2. Describe any routine and emergency communications equipment to be available.
3. Describe minimum standards for emergency medical care training and experience for on-site staff.

Provide a detailed list of emergency medical supplies and equipment that will be available on-site.

Subfactor 2d. Describe how sanitation issues (food safety, water/wastewater treatment, etc.) will be addressed in the operation of your proposed service.

Subfactor 2e. Describe the provisions that you will have for persons with disabilities. How will you accommodate persons with disabilities?

Subfactor 2f. Provide a copy of your proposed rates and reservation/cancellation policies.

PRINCIPAL SELECTION 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.

1. Using the following Business Organization Information forms, identify the Offeror and each business organization, operator and any parties involved in the management 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.

3. Attach all Partnership Agreements or Joint Venture Agreements (if any).

<p>Business Organization Information [Use this form if the offering entity is a Corporation]</p>
--

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

Business Organization Information
 [Use this for if the offering entity is a Partnership or Sole Proprietorship]

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

Subfactor 3b. Experience

1. Please state in detail your overall background and experience in lodging and food service operations, particularly any experience in remote areas.
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 lodging or food service operations.
4. Detail the minimum standards of training and experience for on-site managers including the person(s) in charge of food service

Subfactor 3c. Background

1. If you have ever defaulted from or been terminated from a management or concession contract, or been forbidden from contracting by a public agency or private company, provide full details of the circumstances.
2. Has the Offeror or any current or proposed employee of the Offeror been charged with violating any federal, state or local criminal statute or regulation (excluding traffic violations other than DWIs or DUIs) for the period beginning ten 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, current employee or proposed employee.

3. Describe work related accidents or incidents in the past ten years that involved you or any of your employees and resulted in personal injury or property damage exceed \$300. Submit reports received or available from the Federal Aviation Administration (FAA), U.S. Coast Guard (USCG), National Park Service and/or the State of Alaska Department of Public Safety.

INVESTMENT COSTS	
Equipment	\$ _____
Supplies	\$ _____
Cash	\$ _____
Other	\$ _____
	(Describe below)
TOTAL FUNDS NEEDED	\$ _____

Subfactor 4c. Please state the source of needed funds estimated above.

Subfactor 4d. 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.

- (1) If funds are to be borrowed from an individual, or a corporation whose primary funding source is an individual, please provide documentation sufficient to demonstrate that the individual has the funds available to lend to you. For example, provide a current personal financial statement for the individual or an appraisal of the value of any assets to be sold to provide the funds.
- (2) If you intend to borrow the funds, please explain in detail the financial arrangements you propose to use.

Section 2 – Current Financial Position of the Offeror

Subfactor 4e. Provide copies of your financial statements for the two most recent fiscal years.

If financial statements have been audited, the related audit report, notes to the financial statements and similar explanatory material should be included. 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 submission date of your proposal.

1. Credit Information

- a) List any Foreclosures, Bankruptcies, Transfer in Lieu of Foreclosure and/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.
- b) Describe any pending litigation or current lawsuits that will materially impact your financial position if adversely resolved.
- c) Provide a current credit report.

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

Subfactor 4f. Estimate the amount of income and expenses for the proposed 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 and Preserve) are to be included in your prospective income statement, not other services outside the Park and Preserve.

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

- The estimated number of clients for each year.
- The estimated rate per client.
- If gross receipts do not equal the client rates times the estimated number of clients, explain the reason for the difference and how you calculated it.
- Explain the basis for estimating your expenses.

PROSPECTIVE INCOME STATEMENT FORMAT

Annually for Term of Contract

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
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

	<u>YEAR 6</u>	<u>YEAR 7</u>	<u>YEAR 8</u>	<u>YEAR 9</u>	<u>YEAR 10</u>
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 SELECTION FACTOR 5: THE AMOUNT OF THE PROPOSED FRANCHISE FEE AND/OR OTHER FORMS OF FINANCIAL CONSIDERATION TO NPS.

Scoring: 0-4

Subfactor 1: The proposed franchise fee.

Note to Offeror: The minimum annual franchise fee for the draft contract is the greater of \$500.00 or three percent (3%) of annual 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 annual gross receipts.

_____ %

SECTION 4: DRAFT CONTRACT

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

Glacier Bay National Park & Preserve

Lodging, & Food and Beverage and other Specified Services

Concession Contract No. CC-GLBA033-05

[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], dba _____ 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 _____ until its expiration on .

Sec. 2. Services and Operations

(a) Required and Authorized Visitor Services

During the term of this CONTRACT, the Director requires and authorizes the Concessioner to provide the following visitor services for the public within the Area:

(1) Required Visitor Services. The Concessioner is required to provide the following visitor services during the term of this CONTRACT:

- Lodging
- Food and beverage services

(2) Authorized Visitor Services. The Concessioner is authorized but not required to provide the following visitor services during the term of this CONTRACT:

- Retail sales (gift items and sundry sales) on the land assignment
- Recreational equipment rental on the land assignment.
- Ground transportation in the Preserve.
- Guided hikes in the Preserve and along the outer coast north of Lituya Bay.
- Guided motorized and non-motorized boat trips on freshwater streams in the Preserve.
- Guided sport fishing in the Preserve and along the outer coast north of Lituya Bay.
- Guided non-motorized boat trips on Alsek Lake

(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. The Concessioner will comply with the non-discrimination requirements set forth in Exhibit A to this Contract.

(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

(1) 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.]*

(2) The Concessioner has no right to waiver of the fee under any circumstances.

(b) Payments Due

(1) Payment of the franchise fee is due on November 1 of each year. 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.

(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.

(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

(1) 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").

(2) 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.

(3) 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.

(4) 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) "Capital Improvements" are any structures, fixtures or equipment that are affixed to the land so as to be part of the real property.

(e) "Director" means the Director of the National Park Service, and his duly authorized representatives.

(f) "Exhibit" means the various exhibits, which are attached to this Contract, each of which is hereby made a part of this Contract.

(g) "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, hunting and 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.

(h) "Superintendent" means the manager of the Area.

- (i) "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:

(i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner;

(ii) 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:

(i) 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;

(ii) 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 - Operating Plan

Note to Offeror: You are asked in the application to supply specific operational information, including, but not limited to, information regarding safety and environmental protection. Operational practices provided in the application and accepted by the Superintendent will be incorporating into the final operating plan. The provisions below represent the minimal operational requirements for this activity.

A. Introduction

This Operating Plan between _____ (hereinafter referred to as the "Concessioner") and **Glacier Bay National Park & Preserve** (hereinafter referred to as the "Service") shall serve as a supplement to Concession Contract CC-_____ (hereinafter referred to as the "CONTRACT"). It describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities (if any) within Glacier Bay National Park & Preserve that 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 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.

B. Required Reports and Submissions

In addition to other reports that may be required by the CONTRACT, the Concessioner will provide the Superintendent the following reports:

Report	Due
Activity Report (Attachment 1)	Annually, November 15
Certificate of Insurance	By startup of operations and as renewed
Financial Report	Annually, March 1
Marketing Materials/Collateral	As developed
Operating Schedule/Opening & Closing Dates	Annually, April 15
Rates	Annually, April 15
Management & Staff List	Annually, April 15 and as changes occur

C. Contacts

- 1) The SERVICE Contact person for operational matters will be the Park's Chief of Concessions or designee.
- 2) The Contact for emergencies, or to report incidents, will be the Park's Chief Ranger or designee. The designated person is the Dry Bay Ranger. If the Dry Bay Ranger is not available, the Yakutat District Ranger should be contacted. If the Yakutat District Ranger is not available the Chief Ranger should be contacted (907-697-2230).

D. General Operations

- 1) The Dry Bay Ranger or Yakutat District Ranger will be notified as soon as possible after any accidents involving personal injury, death or property damage or threatening incidents involving wildlife.
- 2) All services are to be provided in a consistent and high quality manner. Service standards are considered service minimums. Where specific standards are not provided, generally accepted industry standards will be assumed. The Concessioner shall be responsible for monitoring their operations to assure that quality standards are met.
- 3) Required Notices.
 - i) The following notice will be prominently posted at all Concessioner cash registers and payment areas:

This service is operated by (Concessioner's name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are subject to approval by the National Park Service.

Please address comments to:
Superintendent
Glacier Bay National Park & Preserve
P.O. Box 140
Gustavus, Alaska 99826
907-697-2230
E-mail: Tomie_Lee@nps.gov

- 4) The Concessioner will submit all promotional material prior to publication, distribution, or broadcast, to the Service for approval. The Concessioner shall contact the Service well in advance to establish specific time frames for each project review. The Service may order unapproved promotional material removed from circulation.
- 5) Advertisements must include a statement that the Concessioner is authorized by the National Park Service and the Department of the Interior, to serve the public in the Glacier Bay National Park & Preserve.
- 6) Life jackets of the appropriate size must be available for all passengers, including adults and children, engaged in any boating activity.

E. Lodge Operations

- 1) The Lodge will be open for business at least 60 days each year.
- 2) The Concessioner will submit proposed opening and closing dates for each public service and facility to the Superintendent for approval by December 1 for operations the following year.
- 3) Concession facilities may not be used for activities or services other than those specified in the concession CONTRACT without written permission from the Service.
- 4) The Concessioner will identify an on-site General Manager who is responsible for the successful implementation of the terms required by the CONTRACT. The General Manager will have full authority to act as Service liaison in all concession administrative and operational matters.

F. Food and Beverage Operations

- 1) Prior to applying for a liquor license the Concessioner must secure written approval from the Superintendent. Alcoholic beverages may not be sold without written approval of the Superintendent.
- 2) All food service will be in accordance with the current U.S. Food and Drug Administration Food Code (see: <http://vm.cfsan.fda.gov/~dms/foodcode.html>).

G. Merchandising

- 1) All retail services will comply with current Service policy and guidelines unless otherwise specified in writing.
- 2) Items Not to be Sold
 - i) Articles which persons of normal sensitivity might consider obscene, suggestive, indecent, blasphemous, profane, vulgar, or in ridicule of established institutions or customs.
 - ii) Articles that are mislabeled as to character or origin, or otherwise misrepresented.
 - iii) Archaeological specimens or objects of American Indian origin over 100 years old.
 - iv) Fossils or other earth products (such as petrified wood) whose origin is from public lands.

H. Land Assignment

- 1) The Concessioner is assigned for the purposes of this Contract the area of land described in Attachment 2 to this Operating Plan. The Concessioner may not place or construct any facilities on the assigned lands without the prior written permission of the Superintendent. Any facilities that may be placed or constructed on the assigned lands (or were in place prior to the effective date of this Contract) are the personal property of the Concessioner and must be removed from the Preserve at the Concessioner's expense within six (6) months of the expiration or termination of this Contract. After such removal. The Concessioner at its expense must restore the assigned lands after such removal to as close to their natural condition as is possible.
- 2) The Concessioner may maintain the airstrip located in the vicinity of the land assignment authorized by this CONTRACT. However, the airstrip will not be expanded without the written permission of the Superintendent. The Concessioner may not restrict the public's use of the airstrip.

I. Trash and garbage must be removed from the Park and Preserve. Garbage and fish wastes must be handled responsibly in such a way as to not be an attractant to bears and other wildlife, or become a public nuisance or threat to public health. Burning of all combustibles is recommended, prior to compacting and removal. Garbage and trash may not be buried. The Concessioner agrees to maintain his/her land assignment in a clean and orderly state, free of junk, garbage, litter, and trash. Disposal of human wastes must meet the requirements of the Alaska Department of Environmental Conservation.

J. Vehicle & Vessel Use

- 1) Concessioner boats and vehicles will be identified with the Company name.
- 2) The use of vehicles, including the use of all terrain vehicles (ATVs) is allowed in the following areas:

- i) on designated trails;
- ii) inside the boundary of the Dry Bay Temporary Fish Camp Zone
- iii) on the land assignment
- 3) Vehicles may not be operated:
 - i) in an unsafe manner;
 - ii) at speeds greater than what is reasonable and prudent considering wildlife, traffic, weather and road conditions;
 - iii) while under the influence of alcohol or other drugs;
 - iv) while failing to maintain the degree of control necessary to avoid danger to persons or other vehicles;
 - v) on, along or across the main airstrip at the fish processing plant, except on established trails and the designated crossing at the end of the main runway;
 - vi) on streambeds, and off established trails.
- 4) The use of motorized vehicles, including ATV's, is prohibited in Glacier Bay National Park.
- 5) Life jackets of the appropriate size must be available for all passengers, including adults and children, engaged in any boating activity.

K. Resource Protection

- 1) Within the Preserve, firearms may be carried and used in accordance with Federal and State law. Firearms may not be used for target practice or indiscriminate shooting within the boundary of the Temporary Fish Camp Zone, near buildings and structures, or near other developments and areas where such use would jeopardize public safety.
- 2) Pets must be kept on a leash or under control and attended at all times.
- 3) The Concessioner may not take vegetation, wildlife, animal parts or minerals except as allowable by law, except encroaching vegetation may be cleared from designated routes, landing strips and existing cleared areas around the Concessioner's structures. Established routes and landing strips may be mowed or dragged. The cutting or clearing of any other standing vegetation must be specifically approved by the Dry Bay Ranger.
- 4) Concessioner will inspect the land assignment and immediately adjacent lands for hazardous conditions. Such hazards are to be reported to the Service and authorization obtained for handling issues. It is the responsibility of the Concessioner to maintain structures and equipment in a safe manner to avoid endangering or disrupting other persons.
- 5) Alteration of historic or prehistoric structures or cultural features is prohibited. Surface collection of historic or prehistoric cultural artifacts is also prohibited. No subsurface ground disturbing activities will take place without prior written authorization from the Superintendent (Archaeological Resources Protection Act of 1979, 16 USC 470ee; National Historic Preservation Act of 1996, 16 USC 470; and 36 CFR 2.1).
- 6) Caching or storage of boats, materials, supplies or equipment of any type other than on the land assignment is prohibited without prior written approval from the Superintendent.
- 7) Activities in Glacier Bay National Park are subject to the following restrictions:
 - i) On shore group size is limited to 12 persons, including guides and clients.
 - ii) Groups will not remain longer than three consecutive nights in the same campsite, unless specifically authorized by the Superintendent.

Effective _____, 2005

By: _____
Superintendent, Glacier Bay National Park & Preserve

Received By: _____
[Insert Name of Concessioner]

Attachment 1 Activity Report Format

Instructions: Provide information for each day of operation, even if there are no guests. **Date:** There should be a line for each day of operation. **New Arrivals:** enter the number of people checking in that day. **Carry Overs:** Enter the number of people staying that night but who didn't check in that day. **Total Overnights:** Enter the total number of guests staying that night. **Meals Served:** Enter the number of guest meals served, including box lunches prepared. **Non-Lodging Guests:** Enter the number of people using the concessioner facilities who are not overnight lodge guests (e.g. rafting groups only having dinner). **Primary Activities/Comments:** List the primary activities guests participated in on that day and provide explanation for any unusual activities.

Date	New Arrivals	Carry Overs	Total Overnights	Meals Served	Non-Lodging Guests	Primary Activities/Comments

Attachment 2 - Assigned Land & Real Property Improvements

Land Assigned: Land is assigned in accordance with the boundaries shown on the following map: [General Location: NE ¼, Section 34, T. 31S., R.42 E.]



Real Property Improvements Assigned: The following real property improvements are assigned to the concessioner for use in conducting its operations under this CONTRACT: None

Approved, effective _____, 20_____.

By: _____
Superintendent, Glacier Bay National Park & Preserve

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. A. Commercial General Liability

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	\$300,000
Products/Completed Operations Limit	\$300,000
Personal Injury & Advertising Injury Limit	\$300,000
General Aggregate	\$300,000
Fire Damage Legal Liability ``per fire"	per policy

2. 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: \$300,000

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 If Liquor sales are authorized. \$300,000
Aggregate Limit

D. Watercraft Liability (or Protection & Indemnity) (if applicable)

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

Each Occurrence Limit: \$300,000

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: As required by the Federal Aviation Administration and/or State of Alaska
Property Damage Limit: " "
Each Accident Limit: " "

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 \$300,000

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	\$300,000
Aggregate Limit	\$600,000

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.