

Prospectus

Under Which Concession Permits Will Be Open For Competition For

The Operation Of Cruise Ship Services Within Glacier Bay National Park & Preserve

Prospectus Issue Date: **February 19, 1998**

**Offers for the Initial Allocation of Entries, And Any Modifications Of Them,
Must Be Received By The National Park Service No Later Than
4:00 p.m. on the Date Shown Below (see prospectus for details)**

June 22, 1998

at
**National Park Service, Alaska Regional Office
Attention: Concessions Division
2525 Gambell Street, Room 107
Anchorage, Alaska 99503-2892**

Address Questions To:

**J. M. Brady, Superintendent
Glacier Bay National Park & Preserve
P.O. Box 140
Gustavus, Alaska 99826-9999**

Refer Telephone Inquiries To:

**David Nemeth, Concessions Specialist
Glacier Bay National Park & Preserve
At (907) 697-2230**



Department of the Interior
National Park Service
Glacier Bay National Park & Preserve
P.O. Box 140, Gustavus, Alaska 99826
(907) 697-2230



Abstract of Business Opportunity Cruise Ship Services

Nature of Business and Services Provided

- The National Park Service (NPS) of the United States Department of the Interior, intends to issue concession permits for cruise ship services within Glacier Bay National Park in Alaska. The permit(s) will authorize commercial visitor services by cruise ship in Glacier Bay National Park from January 1, 2000 to December 31, 2004.

Extent of Opportunity

- Up to sixty-eight (68) cruise ship entries from June 1 to August 31 and up to 546 cruise ship entries outside of the June-August regulatory period into Glacier Bay proper.

Operating Location

- Glacier Bay National Park marine waters open to cruise ships.

Who may Apply

- This solicitation is unrestricted.

How to Apply

- A *Prospectus* fully describes the procedures for submitting a proposal for these services. The Prospectus may be obtained by writing the Superintendent, Glacier Bay National Park and Preserve, P.O. Box 140, Gustavus, AK 99826 or by calling (907) 697-2230.

Deadline for Submitting Proposal

- The solicitation period will be ninety (90) days pursuant to federal regulation (36 CFR 51.4). All offers must be received no later than 4:00 p.m. (Alaska time) June 22, 1998 to be considered and evaluated.

Selection Process

- The NPS will select the best offer (application) based on the criteria detailed in the Prospectus.

Economic Viability of the Business

- The NPS makes no assurance of the economic viability of these services. The applicant will be expected to provide a financial analysis that supports the viability of their proposed operations.

Existing concessioners

- Up to 139 entries for June, July and August of each year are authorized. Of these, 71 are allocated to P&O and Holland America and in accordance with 36 CFR § 13.82 will be non-competitively renewed (subject to the terms and conditions of this Prospectus). Crystal Cruises, Cunard Line Limited, Kloster Cruise Limited, Princess Cruises, and World Explorer have a statutory preference to competitively renew 30 entries. Up to 38 entries are unencumbered.

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The Business Opportunity

The Business to be Operated

The National Park Service (*NPS* or *Service*) of the United States Department of the Interior, intends to award one or more concession permits for cruise ship services for the general public within Glacier Bay National Park (GLBA) in Alaska. *Permit(s) A-F* (below) will authorize commercial visitor services by cruise ship¹ in Glacier Bay National Park from January 1, 2000 to December 31, 2004.

Permittees will be allocated a specific number of vessel entries for each June 1 – August 31 period of the permit term, based on the total and daily number of entries allocated to cruise ship services. Up to sixty eight (68) cruise ship entries into Glacier Bay during the period June 1 - August 31 are anticipated to be available as follows:

- A. Up to thirty eight (38) cruise ship entries for which there is no right of preference in renewal. These thirty eight entries may be divided among one or more permits.
- B. A permit (LP-GLBA003-92) for thirteen (13) cruise ship entries. This permit, which is currently held by Princess Cruises, expires on December 31, 1999. Princess has a right of preference to renew the permit but must compete with other interested parties (see "Permit Renewals" - below).
- C. A permit (LP-GLBA043-92) for four (4) cruise ship entries. This permit, which is held by Cunard Line Limited, expires on December 31, 1999. Cunard has a right of preference to renew the permit but must compete with other interested parties (see "Permit Renewals" - below).
- D. A permit (LP-GLBA007-92) for seven (7) cruise ship entries. This permit, which is currently held by Kloster Cruise Limited, expires on December 31, 1999. Kloster has a right of preference to renew the permit but must compete with other interested parties (see "Permit Renewals" - below).
- E. A permit (LP-GLBA006-92) for four (4) cruise ship entries. This permit, which is currently held by World Explorer Cruises, expires on December 31, 1999. World Explorer has a right of preference to renew the permit but must compete with other interested parties (see "Permit Renewals" - below).
- F. A permit (LP-GLBA036-95) for two (2) cruise ship entries. This permit, which is currently held by Crystal Cruises, expires on December 31, 1999. Crystal Cruises has a right of preference to renew the permit but must compete with other interested parties (see "Permit Renewals" - below).

In addition, these permits will authorize cruise ship entries into Glacier Bay outside of the June-August regulatory period, subject to the scheduling limitation of two cruise ships per day year round for all companies combined.

Title 36 of the Code of Federal Regulations, Part 51 (36 CFR 51) sets NPS concessioner contracting policy, as well as the process for the solicitation and award of contracts and permits. **This is a**

¹The term "cruise ship" is defined for Glacier Bay by rulemaking (36 CFR §13.65(b)(1) as "any motor vessel at or over 100 tons gross (U.S. System) or 2,000 tons gross (International Convention System) carrying passengers for hire".

competitive process. The offer(s) which the NPS determines best meets the overall objectives of the National Park Service will be selected.

The NPS expects entities providing cruise ship services under concessions authorizations to use the full number of Glacier Bay entries allocated to them by the NPS. However, the Superintendent may excuse "non-use" due to unforeseen circumstances beyond the control of the permittee. Because the selection of a permittee is based on the promise to use all entries, failure to do so may result in the revocation of the permit. Should an unplanned event prevent the use of all or part of the entries during a season, permittees are required to notify the NPS as soon as possible and surrender the unused entries to the NPS for reallocation of that season's entries to other authorized cruise ship operators. Unexcused failure to use one or more of the allocated Glacier Bay entries or failure to notify the NPS in a timely manner of any entry non-use is a breach of the permit agreement and may result in revocation of the permit and loss of accompanying Glacier Bay entries. If a permit, for whatever reason, is surrendered to the NPS or revoked during the first two years of the permit, the NPS may issue another prospectus to reissue the Glacier Bay entries associated with that permit. If, however, the permit is surrendered or revoked anytime after the first 24 months of the permit's execution, the unused entries may be reallocated to cruise ship companies currently authorized.

This invitation is issued to evoke the widest possible interest from qualified "Applicants" in operating and maintaining the concession, and to inform all interested parties of the requirements and conditions under which the operations may be conducted.

The offer to apply for cruise ship entries into Glacier Bay National Park shall remain open throughout the term of the permits offered, or until the allocation number is filled or another prospectus is issued, and companies may submit a proposal at any time. It is expected that all of the entries during the June - August period will be awarded during the initial allocation, but the open offer will allow additional companies to submit proposals at any time to operate in the off-season (any time other than June-August).

Concession Permit Required Year Round

In past years, *Incidental Business Permits* (formerly *Commercial Use Licenses*) were issued rather than *concession permits* to authorize cruise ship services in Glacier Bay outside the June-August regulatory period. This practice is being discontinued. Cruise operators who wish to enter Glacier Bay at any time of year are now required to submit a proposal in response to a prospectus and, if qualified, a concession permit will be awarded.

Applicants who are interested in operating in Glacier Bay outside of the June 1 - August 31 regulatory period, must submit a responsive proposal meeting all requirements of this prospectus.

Priority Glacier Bay Cruise Operators

Cruise operators who have a concession permit authorizing one or more entries during the June-August regulatory period will be the priority cruise operators in Glacier Bay over "off season" operators for the purposes listed below. These companies submitted the best proposals for the time period with the most competition or obtained their permits in accordance with historical rights prior to January 1, 1979. As such, they shall enjoy a priority over "off season" cruise ship permittees:

1. For any cruise ship entries which are temporarily uncommitted or unused during the June-August regulatory period.
2. In scheduling cruise ship entries year round.

Existing Concessioners

The following cruise ship companies currently have concession permits to operate in Glacier Bay National Park from June 1 - August 31 *and* have a statutory preference to renew:

Concessioner	No. of Entries June1 – Aug. 31	ANILCA § 1307 Historical Operator ²
Crystal Cruises	2	No
Cunard Line Limited	4	No
Holland America Line	39	Yes
Kloster Cruise Limited	7	No
P&O, Inc.	32	Yes
Princess Cruises	13	No
World Explorer Cruises	4	No
Unallocated	Up to 38	
Total Allocated Non-Competitively	71	
Total Allocated Competitively	Up to 68	
Total Authorized	Up to 139	

During the 1996-99 period, several additional operators have been issued concession permits to operate in Glacier Bay as an interim measure allocating additional entries authorized under the 1996 *Vessel Management Plan*. Since these permits were allocated non-competitively, they specifically do not provide for a right of preference on renewal.

Current NPS regulations limit cruise ship traffic in Glacier Bay National Park to a maximum of two entries per day and during the June 1 - August 31 regulatory period to a total of 139 entries. Offerors are advised that the number of cruise ship entries may be adjusted up or down based on regulatory changes, court decisions, federal law, specific resource considerations and for other reasons.

²See: *ANILCA Section 1307*, below and *36 CFR Part 13 — ANILCA § 1307* in the Appendix.

Scheduling of Cruise Ship Entries

Individual cruise operators have chosen to contract with *Cruise Line Agencies of Alaska*, a private company, to act as a scheduling agent to insure that the limit of two ships per day is maintained. Cruise operators schedule their entries through *Cruise Line Agencies of Alaska*, which then forwards a comprehensive cruise ship schedule to the NPS annually for approval.

Interpretive Program

An approved interpretive program is a required element of the business opportunity. A description of the criteria for an approved program is given in the “Application” section of this prospectus. Offerors may either develop their own program based on these criteria or participate in the *NPS Interpretive program* (on a cost-recovery basis).

Future Operations

The Alaska cruise industry has shown significant growth over the past ten years. The importance of Glacier Bay to this market is substantial. In the past, there has been significant interest within the cruise industry in obtaining entry permits into Glacier Bay. The allocation of these permits under previous prospectuses has been very competitive. There is a possibility of future increases or decreases in the number of entries allocated for Glacier Bay.

Refer to the draft permit for the terms and conditions under which Glacier Bay cruises will be conducted. In addition to the permit, offerors should be aware of the following National Park Service policies.

Preferences

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

- ***ANILCA Section 1307***

The Alaska National Interest Lands Conservation Act (ANILCA), Section 1307 (16 U.S.C. 3197) contains two 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. The first provision establishes historical operators. Historical operators have a statutory right to renew their permits when they expire on a non-competitive basis, subject to certain conditions.

The second provision establishes preferred operators - an Alaska Native corporation that is determined to be most directly affected by establishment of a park area, or a local person as defined by the regulation. Preferred operators have a preference (subject to the rights of historical operators) to provide commercial visitor services in Alaska parks.

The preferences established in ANILCA Section 1307 take precedence over the statutory preference to renew incumbent NPS concessioners enjoy and the preferences in the Glacier Bay Cruise Ship Management Plan (see next two sections, below).

National Park Service regulations related to ANILCA Section 1307 are included in the appendix to this prospectus.

- ***Permit Renewals***

The current Princess Cruises, Cunard, Crystal, Kloster and World Explorer permits expire on December 31, 1999. These existing concessioners have operated satisfactorily during their current permits, and may apply and compete for new permits. As satisfactory operators, they have the rights to renewal provided for in PL 89-249, Section 5 and in 36 CFR 51.3(b) and 36 CFR 51.5 (see appendix).

The National Park Service And Its Mission

America's National Park Service (NPS) 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, the 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 NPS has as its overall mission the preservation and public enjoyment of significant aspects of the nation's natural and cultural heritage.

The National Park Service is an agency (bureau) of the Department of the Interior (DOI). The DOI, through its various bureaus, has responsibility for much of our nationally owned public lands and natural and cultural resources. This includes fostering wise use of our land and water resources, protecting our fish and wildlife, preserving the environmental and cultural values of our national parks and historical places, and providing for the enjoyment of life through outdoor recreation. The DOI also encourages stewardship and citizen responsibility for the public lands and promotes citizen participation in their care.

The National Park Service is managed by its director who makes its policies under the direction of the Secretary of the Interior and through the Assistant Secretary, Fish and Wildlife and Parks. The director seeks policy and other advice on concession-related matters from his Division of Concession Management. The division includes branches for financial, contracting, and planning and program matters.

Glacier Bay National Park & Preserve is administered by a superintendent assisted by a permanent staff of approximately 35 full-time and part-time personnel and 65 seasonal personnel.

CONCESSION PROGRAM MANAGEMENT

- ***Concession Contract and Permit Management***

As one of the means by which the public can be provided the facilities and services they need to enjoy national park areas, Congress has established a concession program in the National Park Service through the Concession Policy Act of 1965. Title 36 of the Code of Federal Regulations contains important regulations for the preservation of the parks and administration of concession operations (36 CFR 51). Concession activities are also subject to Management Policies of the National Park Service. An NPS staff guide, titled National Park Service Concession Management Guideline (NPS-48), contains more detailed guidance concerning how to carry out law, regulation, and policies.

The Secretary of the Interior, and those to whom he has delegated authority, are authorized to enter into concession contracts and permits. The NPS may provide "necessary and appropriate" facilities, and services that are desirable for the visiting public through concession contracts or permits.

These services include a wide variety of commercial visitor services from backcountry guiding to first-class hotel operations. All are provided by private corporations, partnerships, individuals, or other entities

under contract with the NPS. All exist for the purpose of providing park visitors with the services and accommodations that are necessary and appropriate for their full enjoyment of America's NPS-administered areas. The determination of what is necessary and appropriate is done through the NPS planning process. Needs vary with the purposes of the various park areas and their individual circumstances at the time of contracting.

This description covers the primary laws directly affecting the management of a NPS concession. Many other federal statutes apply. State and local laws and regulations may also apply. This is affected by the nature of park jurisdiction and the fact that the NPS is a part of the federal government and therefore has supremacy through the Constitution over certain actions by states. Some areas are exclusively federal in jurisdiction while others involve state and local jurisdiction. The services to be provided under this Contract are to be performed under the applicable laws, regulations, policies, and planning existing now or established during the term of the Contract.

Concession Contracts and Permits are issued under regulations unique to the National Park Service Concession Management Program. They are not subject to the Federal Acquisition Regulations (FAR).

To represent the interests of the NPS, concession program management in the National Park Service has four subdivisions; park, field area, Washington office, and Denver Service Center. At the park level there is, at the least, an individual assigned the task of being the immediate contact between the Superintendent and concessioners.

- ***Program Management - Operating Programs and Practices.***

Concessioners in the national parks join with the NPS in carrying out a part of the NPS's mission. While the role of a concessioner must, for survival sake, include well-defined business oriented goals and management, the relationship cannot be successful if the concessioner does not also adopt the goals of the park as its own and make the achievement of park objectives for visitor service and in other matters part of the concessioner's objectives. Concessioners and their staffs often become important parts of the park community. Park visitors often have more contact with and receive more information from concession employees than park staff. These contacts can have a meaningful effect on the quality of the visitor experience. Concessioners often occupy important historic structures and have, through their operations, meaningful impacts on park resources.

To manage all these effects, Concession Program Management in the NPS has developed certain operating programs and practices. They allow the NPS to supervise concessioner activities in an orderly way and establish certain unique aspects of conducting hospitality and recreation services in the NPS.

Resource Protection Considerations

The NPS expects its concessioners, who join with the NPS in fulfillment of its mission, to give special attention in their operations to the preservation, protection, and interpretation of park resources and the environment.

Routine business operations, educational activities, and employee programs must be conducted in a manner and by such methods that minimize negative environmental impacts on the parks and that encourage others to do the same. In this way, a concessioner can participate with the NPS in its stewardship role.

Appropriate participation in such activities is an evolving agenda. Issues and technologies change over time. The APPLICATION section of this prospectus lists typical environmental impacts resulting from cruise operations in the park and asks the Offeror to propose ways of minimizing this impact.

The overall objective is to conduct operations in a steadily evolving way oriented towards the use of efficient and cost-effective approaches that minimize negative impacts on our environment and to encourage others to do so too, for the same cost-effective and self-protective reasons.

Interpretation

The NPS expects that its concessioners will, in appropriate ways, interpret park natural and cultural resources, to park visitors and concession employees, with the objective of instilling in them an appreciation of the park area. Concessioner interpretive messages should include safety, local resource management issues and objectives, history of the area, and interpretive themes identified in the park's Interpretive Prospectus. These opportunities and responsibilities are more specifically identified in the Permit for this operation.

Rates For Services

Rates and prices charged are subject to prior approval of the NPS. However, the rates charged to cruise ship passengers will not be regulated during the life of this permit(s). There is a sufficient number of cruise ship companies operating in Glacier Bay to provide a competitive market in offering the public a range of prices and cruise orientation from which to choose.

Equal Opportunity

The NPS is interested in having its concession operations reflect, through its employees, the cultural and ethnic diversity of the area in which they operate and of the nation as a whole. The NPS is also interested in having participation in the management of the new concession by minority and women professionals. The NPS believes that a varied and diverse concession workforce will better serve the increasingly varied and diverse clientele that use the Nation's national park areas. A participation program for minority and women employees that advances these goals is very desirable.

Facility and Service Accessibility

The concessioner will be required to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) for buildings and facilities. Compliance with ADAAG meets all accessibility requirements under the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

Insurance

The permit requires the new concessioner to purchase and maintain various types of insurance. See sample permit.

Renewal Rights

Under P.L. 89-249, existing satisfactory concessioners are entitled to a preference in the renewal of their concession contracts and permits. The scope of this preference is delineated by NPS regulation (36 C.F.R. Part 51). This right of preference shall apply to this permit to the extent provided by law and regulation.

Future renewal rights will be governed by law and regulation then applicable.

The right of preference in renewal for the permits offered by this prospectus is further limited by provisions of the *Glacier Bay Cruise Ship Management Plan* (see *Business Opportunity* section, and the provision #9(i) of the permit).

Sub-Concessioners

This business is to be conducted by the selected concessioner. By policy, the NPS discourages subcontracting. Subcontracting is not essential to providing quality service to the public and, therefore, will not be approved except in rare circumstances.

Compliance with Federal, State and Local Laws

Glacier Bay National Park & Preserve has proprietary jurisdiction. The state can carry out enforcement of waste water disposal, drinking water, air quality standards and other state laws within the park. All business licenses and permits required by state and local government would be required of concessioners unless they would prevent the accomplishment of federal objectives. Both state and federal safety codes, public health codes, etc., are applicable. Generally, the stricter of the two is applied.

Concessioner Review Program

The Regional Director, through the park superintendent and his/her designated representatives, will maintain a continuing review of concession operations and management to determine if the concessioner is complying with all provisions of the permit and for the purpose of evaluating the concessioner's operation to determine if satisfactory performance as required by Public Law 89-249 (16 USC *et seq.*) is being provided. This Concessioner Review Program will include, but not be limited to:

1. The quality of the service rendered to the public;
2. The prices that are charged the public;
3. The condition of the premises;
4. The appearance and conduct of employees;
5. The nondiscrimination policies of the concessioner with relation to both employment and service to the public;
6. Compliance with the Concessioner Loss Control Program;
7. Compliance with U.S. Public Health Service standards and requirements and state and local health codes that may be applicable;
8. Compliance with practices that foster a safe environment for the public; and
9. Compliance with the various administrative and financial requirements of the permit.

Periodic written evaluations will be prepared by the park, usually two or three times a year, following the procedures and requirements of the NPS Concessioner Review Program. From these evaluations an annual rating is established. Failure to operate in a manner satisfactory under the requirements of the Concessioner Review Program may be cause for termination of a concession authorization.

Concessioners who have not operated during the rating year will receive a "No Rating" score for operational performance and a "No Rating" score for the Annual Overall Evaluation, unless permit compliance is determined to be unsatisfactory. The statutory right of preference is only awarded to concessioners who operate, therefore a "No Rating" is less than satisfactory. A concessioner whose overall performance for the permit period has been less than satisfactory as determined by the Director is not entitled to a right of preference.

Program Management - Financial Programs and Practices

The intention of the NPS is to contract with private businesses and individuals to conduct concession activities that are necessary to achieve park goals rather than to have the government conduct those activities directly. In order to secure and maintain concessioners, it is necessary that the NPS conduct its activities in a manner that provides its concessioners with a reasonable opportunity for a profit on their operations taken as a whole. Taking into consideration all of the responsibilities and opportunities of its concessioners, the NPS also requires the payment of a franchise fee based on the probable value of the opportunity provided by the government.

Concessioner Pays Operating Costs

The costs of operation should be covered by the concessioner as agreed to in the Concession Contract or Permit. Concessioners should not expect that the National Park Service will reduce fees or otherwise underwrite costs and unexpected events.

Businesses have a Limited Sale Value

Concession businesses may not be sold without the approval of the NPS. Policies and procedures are described in 36 CFR 51.7. Among other matters, these policies require that the NPS examine the underlying economics of any sale transaction. The NPS will expect purchasers of concession operations to meet appropriate standards as part of the application process.

Fair Return for the Operator

It is the intention of the NPS and a requirement of PL 89-249 (16 USC 20 *et seq.*) to provide each concessioner a reasonable opportunity to realize a profit on its operation as a whole commensurate with the capital invested and the obligations assumed. This is an opportunity for a profit, not a guarantee. There is no guarantee of any profit or of a profit in any given year. It is the responsibility of the offeror to assure itself that the terms of its offer provide it a reasonable opportunity for profit.

Benefits to the Government

A concession operation exists, first and foremost, to serve park visitors. Where concessioners use government facilities they may be obligated to repair them with their own funds or to pay rent in the form of a building use fee.

Public Law 89-249, Section 3(d), defines the franchise fee: *Franchise fees, however stated, shall be determined upon consideration of the probable value to the concessioner of the privileges granted by the particular contract or permit involved. Such value is the opportunity for net profit in relation to both gross receipts and capital invested. Consideration of revenue to the United States shall be subordinate to the objective of protecting and preserving the areas and of providing adequate and appropriate services for visitors at reasonable rates.*

36 CFR Part 51.4b(3) furthers this definition by stating: *Secondary factors shall include franchise fee offered and other factors as may be specified.*

After all of the requirements to be met by the concessioner have been considered, an appropriate franchise fee will be established. This determination is based upon consideration of the expected profitability of the business. Where an actual financial operating history exists, it is used.

The Park Area And Its Mission

DESCRIPTION OF PARK AREA

- ***Park Location***

Glacier Bay National Park & Preserve is located along Southeast Alaska's Inside Passage approximately 65 miles west of Juneau. The focal point of the park is a deep Y-shaped fjord formed by the glaciers which have retreated from the area in the last 200 years. To the west of this bay lie the Fairweather Mountain Range (with peaks to 15,300 feet) and the Gulf of Alaska coastline.

The park's remote location permits access only by boat and airplane; most people enter the Bay on cruise ships or tour boats.

- ***Legislated Purpose and Significance of Park***

Numerous tidewater glaciers within the park continue to shape the land and discharge icebergs into the Bay. The rapid deglaciation and the ensuing succession of plants and animals provide a unique opportunity to observe and study natural processes. These features led to the establishment of Glacier Bay National Monument in 1925. In 1980, the Alaska National Interest Lands Conservation Act made Glacier Bay a National Park and enlarged it to its present size of 3,355,072 acres. Most of the land and 9% of the marine water within the park is designated Wilderness. The park is designated as an International Biosphere Reserve and a World Heritage Site by the United Nations Educational, Scientific, and Cultural Organization (UNESCO). The park is the largest of the marine areas managed by the National Park Service and as such represents a unique ecosystem with the National Park System.

- ***Compliance with Federal, State, and Local Laws and Park Jurisdiction***

Glacier Bay National Park & Preserve operates under the jurisdiction of the federal government. The park has proprietary legal jurisdiction. Law enforcement is conducted by National Park Service Rangers holding federal law enforcement commissions and by the United States Coast Guard. State law enforcement officers enter the park and enforce state law as well. The park has a memorandum of understanding with the Alaska State Department of Public Safety that describes the law enforcement and mutual aid relationships.

Public health codes are prescribed by the United States Public Health Service (USPHS), and inspections will be conducted in accordance with model codes they have issued. The USPHS will inspect and supervise the operation of the concessioner's water supply, sewage disposal systems and food service operations. These requirements apply to the cruise industry nationwide; inspections are generally conducted at various U.S. ports outside the park.

Although operations are conducted on federal property, the concessioner is also subject to non-conflicting state and local laws and ordinances in the same manner as if they operated outside of the federal holding. This is in addition to all applicable federal regulations and statutes. Business permits required by State law must be secured.

Marine vessel stack emissions and hazardous waste management is regulated by the Alaska Department of Environmental Conservation. In addition to State personnel, some federal park Rangers have been trained and certified by the State to make opacity readings under an agreement with the State.

- ***Park Management Structure***

The on-site manager of Glacier Bay National Park & Preserve is James M. Brady, Superintendent. The park is organized into the following divisions, which report directly to the Superintendent: Resource Protection, Resource Management, Interpretation, Administration and Concessions. The principal staff contact for cruise ship operations at the park is Concessions Chief, Dave Nemeth. Chief of Interpretation, Kris Nemeth, is the primary contact for the NPS interpretive program. Resource Management Chief, Mary Beth Moss, is the primary contact for pollution minimization issues and Chief Ranger, Randy King, is the primary contact for law enforcement and visitor safety issues (including stack emissions readings). These personnel are all based at the Glacier Bay National Park headquarters at Bartlett Cove, near Gustavus, Alaska.

- ***Park Resource Management Issues***

The principal resource management issues related to cruise ship services are described in the *Application* section of this prospectus (see *Pollution Minimization Plan* and related sections).

- ***Park Interpretive Themes and Goals***

The interpretive themes and goals applicable to the cruise industry are:

- To provide visitors with opportunities to become aware of and to understand the dynamic relationship of glaciation and biological succession that the area was established to preserve.*
- Provide information for safe enjoyment and use of resources, and perform interpretive services in a manner compatible with resource protection.*
- Follow the major interpretive theme of glacial recession and resultant ecological terrestrial and marine succession; provide secondary treatment of plants, animals, and human history.*
- Strive for a maximum of personal service programs, recognizing the strengths and values of such interpersonal contact, and adapt changing interpretive methods to local needs to maintain a high level of effectiveness.*
- Over time, people have been and continue to be connected to the lands and waters of Glacier Bay National Park. Visitors will be provided with the opportunity to understand these relationships, including Glacier Bay as Tlingit ancestral homeland.*

PARK PLANNING DOCUMENTS

- ***General Management Plan***

The park's General Management Plan, approved in September of 1984, describes the park's broad goals for directing managerial as well as commercial and developmental activities.

The overall objective of the plan is to provide a framework for management of Glacier Bay National Park in such a manner as to conserve this extraordinary segment of Alaska and its continuing natural

succession processes in a natural condition, as a backdrop for use, understanding, and enjoyment by the public; and provide a base for scientific inquiry into glaciology and related ecological succession.

Subsidiary objectives for natural resource and visitor management are to:

1. Manage the natural resources, both terrestrial and marine, to ensure perpetuation of values basic to the area's establishment, thus following the principle that natural processes proceed unchecked, as the controlling characteristic is dynamic post-glacial change.
2. Ensure patterns of use that enable visitors to enjoy and understand the natural features, making use of recreational opportunities consistent with preservation of ongoing natural processes; balance forms of access and use to obtain a feeling of the ruggedness and wildness of this dynamic landscape and the solitude that early inhabitants found; witness the interrelated stories of geology, climate, glaciation, and biological communities of land and sea; and appreciate the dynamic natural forces still at work.
3. Continue recognition of Glacier Bay's waterways as primary access corridors to the area, consistent with area purpose and provision of quality, uncrowded visitor experiences.

- ***Vessel Management Plan***

In 1996 the National Park Service completed a Vessel Management Plan/Environmental Assessment for Glacier Bay National Park. The plan considered a number of alternatives, each of which included vessel quotas for cruise, tour, charter and private motor vessels, vessel operating requirements and special use areas.

The final plan authorized a 30% increase in cruise ship entries from June 1 - August 31, from 107 to 139 entries. Cruise ship entries are further limited to a maximum of two per day, year round. Additionally, but contingent upon the completion of studies demonstrating that a further increase in cruise ship traffic would be consistent with protection of the values and purposes of Glacier Bay National Park and Preserve, the regulations could allow up to 184 entries (two every day) from June 1 to August 31. At this time the additional entries have not been authorized. If the additional entries are authorized in the future, they will be allocated competitively by a future business prospectus.

- ***Vessel Regulations***

The current (issued May 30, 1996) regulations pertaining to vessel operating restrictions and vessel quotas are contained in the Code of Federal Regulations, 36 CFR 13.65, and the park compendium (Attachment A). The park compendium is normally updated annually. A copy is mailed to all park concessioners when it is revised.

PARK MANAGEMENT OBJECTIVES FOR CONCESSION SERVICES

The National Park Service has determined that entry of cruise ships into Glacier Bay is necessary to meet visitor demands and appropriate and compatible to park purposes and resources, consistent with the vessel management regulations. Since the reintroduction of the cruise industry in the park in the late 1960's, many thousands cruise ship passengers have had the opportunity to visit the park. A day spent in Glacier Bay is a highlight of and one of the primary motivators for taking a cruise through the Inside Passage. Through implementation of the NPS interpretive program, the NPS has an opportunity to interpret park themes and provide information to a much higher percentage of park visitors than is typical of most national parks.

- ***Glacier Bay Cruise Ship Management Plan***

On May 31, 1990, the NPS adopted a policy for cruise ship entries into Glacier Bay National Park after consideration of public comments on proposed alternatives. In summary, the policy is designed to increase opportunities for competitive allocation of cruise ship entries into Glacier Bay and to enhance visitor opportunities to select from a variety of possible cruises reflecting diverse prices, quality, itineraries and program orientation.

Under the policy, limited concession permits will be utilized to control cruise ship entry into Glacier Bay and transfer of such permits may be permitted by NPS subject to NPS policies and procedures (see 36 CFR 51.7, appendix) for such transfers. However, a transfer of a permit to another permittee or entity controlling another entity will not be approved unless a minimum of seven separately owned or controlled operators are maintained. Operators will generally have a right of preference in renewal of their permits (see 36 CFR 51.5), but that right of preference will not extend to any additional entries an operator may be allocated hereafter (new operators will have a right of preference for the number of entries initially allocated).

All new entries that may become available and any entries that are not subject to a right of preference in renewal will be awarded on a competitive basis through issuance of a prospectus. The prospectus, however, will contain selection criteria which will favor more rather than fewer cruise ship operators, i.e., new operators will be favored. This policy will also extend to existing operators which are allocated less than 14 percent of the available entries so that they may obtain additional entries up to a 14 percent limit. At such time as at least seven concessioners (separate ownership and control) are in operation, the policy favoring new operators will be reconsidered.

**UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE**

Draft Concessions Permit

PERMIT NO. _____ This Concession was previously authorized pursuant to
PERMIT NO. _____

NAME OF CONCESSIONER: _____

d.b.a.: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PHONE NUMBER: _____

The above, hereinafter referred to as "Concessioner", is hereby authorized and agrees to provide cruise ship service for the public within Glacier Bay National Park & Preserve.

This permit shall be for the term of five years from January 1, 2000, through December 31, 2004, subject to the following terms and conditions:

1. Revocation. It is expressly understood and agreed that this permit may be revoked at any time at the discretion of the Director without liability to the Government of any nature.

2. Transfer or Assignment. The Concessioner shall neither transfer nor assign this permit, nor grant any interest or privilege therein without prior written approval of the Director. Such approval is subject to the requirements of 36 CFR part 51 (as are or as may be set forth therein).

3. Facilities and Services. (a) The Concessioner shall maintain and operate the concession in such manner as the Director may deem satisfactory and shall provide the assets and personnel necessary therefor.

(b) The Director reserves the right to determine and control the nature, type and quality of the merchandise and services described herein as authorized and required to be sold or furnished by the Concessioner within the area. Food service operations under this permit and the administration thereof by the Director shall be subject to the United States Public Health Service requirements.

(c) The Director shall have the right at any time to board the cruise ship utilized by the Concessioner hereunder for any purpose he may deem reasonably necessary.

4. Rates. The rates charged cruise ship passengers will not be regulated during the life of this permit(s). The National Park Service believes there are a sufficient number of cruise ship companies operating in Glacier Bay to provide a competitive market in offering the public a range of prices and cruise orientation from which to choose. Permittees must, however, submit a brochure showing the rates and cruises within the park which are being offered.

5. Accounting Records and Reports. (a) The Concessioner shall maintain an accounting system whereby its accounts can be readily identified with its system of accounts classification. The Concessioner shall submit annually as soon as possible but not later than March 1, a financial statement for the preceding year which includes, as a minimum, total gross receipts, total passengers and total gross receipts per passenger per day for services provided under this permit. Such information is subject to public release to the extent authorized by law or established policies and procedures of the Director. The Director and Comptroller General of the United States, or any of their duly authorized representatives shall at any time up until the expiration of five (5) calendar years after the expiration of this permit, have access to and the right to examine any of the Concessioner's pertinent books, documents, papers, and records, including federal and state income tax returns (collectively "documents"), and such documents of any proprietary or affiliate companies of the Concessioners.

(b) The term "gross receipts," as in this PERMIT shall mean the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, including commissions earned on permits or agreements with other persons or companies operating in the area, and excluding gross receipts from intracompany earnings on account of charges to other departments of the operation such as charges for employees' meals, lodgings, and transportation, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the area, sale of property other than that purchased in the regular course of business for purposes of resale, and sales and excise taxes that are added as separate charges to approved sales prices, fishing license fees, and hunting license fees, provided that the amount excluded shall not exceed the amount actually due or paid Governmental agencies.

6. Fees. (a) For the term of this PERMIT, the Concessioner shall pay to the Director for the privileges granted herein, as follows: the greater of ***\$5.00 per passenger per day*** (including both revenue and non-revenue passengers, see definitions, below) or \$200.00/year.

(b) This fee is to be paid as follows: A pre-payment of \$1.50 multiplied by the total passenger capacity (*basis 2*: i.e. two passengers per cabin) scheduled to enter the park each year is due not later than March 1, 2000 (or on execution of the permit, if this occurs after this date), and by March first of each successive year the permit remains in effect. Follow-up payments of the actual number of passengers multiplied by \$5.00 minus the pre-payment amount for that visit, is due fifteen days after each month during which a ship entered the park under this permit. A pre-payment will not be required for ships scheduled to arrive prior to March 1.

(d) An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the 15-day period provided for above. The percent of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual.

(e) A *day* is each 24 hour period or portion thereof.

(f) ***Revenue passenger*** means anyone who paid money to be on board.

(g) ***Non-revenue passenger*** means anyone else on board except: Concessioner employees (captain, officers, crew, etc.); contractors and sub-concessioners of the permittee; immediate family members of employees who are sharing the employee's quarters; and musicians, artists, guest speakers, art auctioneers, interpreters, rangers, etc. who are traveling free, but providing passenger services for the concessioner or the National Park Service.

7. Insurance and Indemnity. The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgments and expenses 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, arising out of the activities of the Concessioner, his employees, subcontractors, or agents under the contract.

At the request of the Secretary, the Concessioner shall provide the Secretary with a Federal Maritime Commission "Certificate of Financial Responsibility to Meet Liability Incurred for Death or Injury to Passengers or Other Persons" for any vessel it proposes to operate under this permit as evidence of compliance with this section.

Any liability policy shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured.

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.

8. Nondiscrimination. The Concessioner shall, in addition to other laws and regulations which may be applicable to its operations, comply with applicable requirements of (i) Title VII of the Civil Rights Act of 1964, as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, (ii) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, P.L. 93-112 as amended in 1978, (iii) 41 C.F.R. Part 60-2 which prescribes affirmative action requirements for contractors and subcontractors, (iv) the Age Discrimination in Employment Act of December 15, 1967 (P.L. 90-202), as amended by (P.L. 95-256) of April 6, 1978, and (v) the Architectural Barriers Act of 1968 (P.L. 90-480). The Concessioner shall also comply with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and providing accessible facilities and services to the public including those set forth in Exhibit "A" attached hereto and made a part hereof.

9. General Provisions. (a) Reference in this PERMIT to the "Director" shall mean the Director of the National Park Service, and the term shall include his duly authorized representatives. Reference in this permit to the "Service" shall mean the National Park Service.

(b) The Concessioner is not entitled to be awarded or to have negotiating rights to any Federal procurement or service contract by virtue of any provision of this PERMIT.

(c) Notwithstanding any other provision hereof, the Director reserves the right to provide directly or through cooperative or other non-concession agreements with non-profit organizations, any accommodations, facilities or services to Area visitors which are part of and appropriate to the Area's interpretive program.

(d) Any and all taxes which may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.

(e) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this PERMIT or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this PERMIT if made with a corporation or company for its general benefit.

(f) This PERMIT may not be extended, renewed or amended in any respect except when agreed to in writing by the Director and the Concessioner.

(g) The concessioner shall 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 shall take such actions as are necessary to fully correct the situation.

(h) Operations must be in conformance with applicable federal, state, and local laws, regulations, and requirements for the type of service offered.

(i) Notwithstanding the provisions of Public Law 89-249 (79 Stat. 969; 16 U.S.C. 20), the Concessioner's preference to renew is limited to the number of June 1 - August 31 cruise ship entries awarded to the Concessioner prior to May 31, 1990. New Concessioners will enjoy the statutory preference to renew for the number of such entries authorized in their first permit. For both groups of Concessioners the preference will not extend to any additional entries the Concessioner may be allocated hereafter.

(j) The Concessioner shall conduct operations in the park as stated in the proposal submitted by the Concessioner in response to the Prospectus issued for this permit.

(k) All vessel operations shall be conducted in conformance with relevant National Park Service regulations contained in US Code of Federal Regulations, with particular attention to applicable elements of 36 CFR 13.65 and the park compendium. The park compendium is normally revised on an annual basis and includes closures, restrictions and other operating requirements.

(l) The Concessioner may enter Glacier Bay by cruise ship only according to a schedule approved by the Superintendent, and will depart from Glacier Bay National Park within 14 hours following each entry. The Concessioner's schedule should be coordinated through normal industry channels, currently *Cruise Line Agencies of Alaska, P.O. Box 8080, Ketchikan, Alaska, 99901*.

(m) Cruise ship entries year round into Glacier Bay for all companies combined are limited to no more than two cruise ships in the bay on any day.

(n) In conformance with entry limits established in 36 CFR 13.65, the Concessioner is tentatively authorized **[number to be determined]** entries into Glacier Bay proper from June 1 - August 31. No entry limits are in effect for the Concessioner from January 1 - May 31 and September 1 - December 31, subject to conditions *l* and *m*. The number of entries may be changed in response to resource considerations, federal laws, regulations and/or court decisions.

(o) All cruise ship entries authorized by this permit must be used by the Permittee during the June 1 - August 31 "regulatory" period, except when unforeseen circumstances prevent their use. The permittee will notify the NPS as soon as possible and surrender the entries to the NPS for reallocation of that season's entries to other authorized cruise ship operators. Any entries not scheduled by March 15 for the upcoming summer will be reallocated to other operators for the upcoming season. Failure to use one or more of the allocated Glacier Bay entries, except when excused by the Superintendent, or failure to notify the NPS in a timely manner of any entry non-use is a breach of the permit agreement and may result in revocation of the permit and loss of accompanying Glacier Bay entries.

(p) In order to give park visitors the best experience possible, the Concessioner shall:

1. Distribute the NPS Glacier Bay brochure to all passenger cabins the night before entering Glacier Bay (in the past, coordination of brochure distribution to ships has been handled through Cruise Line Agencies of Alaska).
2. Schedule the arrival to Glacier Bay no earlier than sunrise or 0600 local time, whichever is later, and departure no later than sunset or 2100 which ever is earlier.
3. Spend at least five (5) hours in the upper west arm area (between Queen Inlet northbound and Reid Inlet southbound) and one (1) hour or more at the face of tidewater glaciers.
4. Schedule the Interpretive program to be the priority activity on the ship while in the upper bay, from Queen Inlet until the ship leaves the last tidewater glacier (approximately 50% of the day in Glacier Bay).
5. Provide approved interpretive commentary over the ship's public address system while in the upper West Arm and at other points of interest, from a location with, at least, an open view forward and to port (the vessel bridge is generally the best location). This public address system must be broadcast clearly over all open decks and viewing lounges, but should not

broadcast unduly beyond the ship. The vessel must have a designated person responsible for ensuring that sound levels are appropriate in all areas and who immediately corrects any problems.

- 6. Provide an information station in a non-smoking area where passengers congregate and where commentary can be heard. The station must be forward or on the port side of the ship, have an open view outside for orientation purposes. A table will be provided and wall space, or an easel, will be available nearby for mounting Glacier Bay exhibits (minimum wall or easel space: 3 feet high by 4 feet wide).
- 7. Schedule an approved Glacier Bay interpretive program to be presented in a theater or lounge with high quality slide viewing capabilities during a time not competing with commentary or glacier viewing.
- 8. Schedule no ship board events or organized activities which compete with item (p) 4. above (examples of such events: ice carving demonstrations, jackpot bingo, auctions, dance lessons, photographic sessions involving props or costumes). However, passenger services not involving organized public events, such as gift shops, fitness centers, salons, etc., may remain open.
- 9. Distribute a ship’s newsletter having appropriate and accurate information about Glacier Bay and the day’s interpretive events.

(q) The launching or use of auxiliary vessels (launches, life boats, etc.), except in an emergency, while in Glacier Bay is not authorized without specific approval from the Director.

(r) Music shall not be broadcast on speakers on outside decks, public address system announcements shall be kept to a minimum, and ship’s horns will not be sounded unless necessary for safety purposes.

(s) No trash, balloons, or other objects may be discarded from the ship in the park.

(t) A separate National Park Service film permit is required if helicopters or fixed wing aircraft are used to take advertising photos in Glacier Bay National Park. The concessioner should contact the park’s Chief Ranger (phone 907 697-2230; fax 907 697-2654) several weeks in advance to allow sufficient time for the information to be mailed to the concessioner and returned.

Dated at _____, this _____ day of _____ 19____.

(Concessioner)

United States Of America

By

Title

Date

By

Title

Date

Concession Permit - Exhibit A

Nondiscrimination

Section I

Requirements Relating To Employment And Service To The Public

A. EMPLOYMENT: During the performance of this PERMIT 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 provisions of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by or 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 permit 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 11246 of September 24, 1965, as amended by Executive Order 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 permit every Government permitor or subpermitor holding a permit 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 permitor'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 concession permit or with any of such rules, regulations, or orders, this concession permit may be canceled, terminated, or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession permits 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 subpermit 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 subpermit or vendor. The Concessioner will take such action with respect to any subpermit 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 subpermit 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 Permits: The preceding provisions A(1) through A(8) governing performance of work under this PERMIT, 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 PERMIT, and shall be included in all permits executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this permit, and for that purpose the term "PERMIT" shall be deemed to refer to this instrument and to permits awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to permitors awarded permits by the Concessioner.

C. Facilities: (1) Definitions: As used herein:

Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and permitors, and the successors in interest of the Concessioner; 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: 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; discriminating by segregation or other means against any person because of race, color, religion, sex, age, national origin, or disabling condition in furnishing or refusing to furnish such person the use of any such facility.

(3) The Concessioner shall post a notice in accordance with Federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations, facilities, services, or privileges. Such notice will be furnished the Concessioner by the Secretary.

(4) The Concessioner shall require provisions identical to those stated in subsection C herein to be incorporated in all of the Concessioner's permits or other forms of agreement for use of land made in pursuance of this agreement.

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.

Part 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 any 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.

Part 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.

Application

SUBMISSION OF OFFERS

- ***Response Period for Submission of Offers***

Ninety (90) days will be allowed from the date that this Prospectus was announced for responses to be received for the initial allocation of up to 68 cruise ship entries during June 1 - August 31. Specific dates applicable are on the cover page of this Prospectus. Ninety days is a sufficient response time because the necessary information on which to base an offer is readily available, there is not a requirement for a substantial capital investment, and there is not a requirement for a building and improvement program. Therefore, there are no exceptional circumstances warranting a longer or shorter response period.

The offer to apply for cruise ship entries into Glacier Bay National Park shall remain open throughout the term of the permits offered, or until the allocation number is filled or another prospectus is issued, and companies may submit a proposal at any time. It is expected that all of the entries during the June 1 - August 31 period will be awarded during the initial allocation, but the open offer will allow additional companies to submit proposals at any time to operate during the rest of the year.

- ***Separate Offers***

As explained in "Business Opportunity", up to 68 entries are divided into the following six separate categories. This is necessary to give satisfactory incumbent concessioners their statutory right of preference in categories "B - F".

The best proposal(s) will be selected by the NPS in each of these six separate categories. The entries will be awarded to the best proposal(s) in each of the six separate categories.

Offerors may specify they want to apply and compete in all six categories in order to maximize their opportunity. If an offeror does not wish to compete in all categories, they must specify which of the following categories and the number of entries they are applying for:

Category A. A maximum of 38 entries for which there is no incumbent concessioner with a right of preference in renewal.

Category B. A maximum of 13 entries in permit LP-GLBA003-92. This permit expires Dec. 31, 1999 and is currently assigned to Princess Cruises, which has a right of preference in renewal.

Category C. A maximum of four entries in permit LP-GLBA043-92. This permit expires Dec. 31, 1999 and is currently assigned to Cunard Line Limited, which has a right of preference in renewal.

Category D. A maximum of seven entries in permit LP-GLBA007-92. This permit expires Dec. 31, 1999 and is currently assigned to Kloster Cruise Limited, which has a right of preference in renewal.

Category E. A maximum of four entries in permit LP-GLBA006-92. This permit expires Dec. 31, 1999 and is currently assigned to World Explorer Cruises, which has a right of preference in renewal.

Category F. A maximum of two entries in permit LP-GLBA036-95. This permit expires Dec. 31, 1999 and is currently assigned to Crystal Cruises, Inc., which has a right of preference in renewal.

- ***Form in Which Offer Must Be Submitted***

The proposed concession permit, which sets forth the terms and conditions under which the concession operation is to be conducted, is attached. OFFERORS SHOULD CAREFULLY READ AND CONSIDER THE PERMIT AS WELL AS THE OTHER INFORMATION IN THIS PROSPECTUS AND THE DOCUMENTS REFERENCED IN THE APPENDIX BEFORE COMPLETING THE ATTACHED APPLICATION. The NPS reserves the right to modify the terms and conditions of this PROSPECTUS by notice to all OFFERORS.

The APPLICATION, including the "OFFEROR's Transmittal Letter," must be used in applying for the concession opportunity. These documents must be completed in full in accordance with the instructions included within them and within this Prospectus. If an OFFEROR fails to complete any part of the APPLICATION, the offer may be considered to be non-responsive and the offer may be rejected.

The format provides for latitude in presentation. A complete APPLICATION will include comments and information added to the basic format. Please number added pages to correspond to their proper location in the document. The numbering system should allow reviewers to be sure they have all of the submitted information.

The APPLICATION should be completed with the information provided in the Prospectus in mind. In the preparation of all proposal materials and when framing the requested answers, OFFERORS should keep in mind the nature of the operations to be conducted. OFFERORS should feel free to add to the APPLICATION while staying within its organizational framework.

- ***Where and How to Submit An Offer***

Offers and any modifications of them should be submitted to the National Park Service at the address and by the due date and time shown on the cover of this Prospectus. Offers may be delivered in any manner convenient to the offeror during normal business hours for the receiving office. It is the responsibility of the offeror to have the offer at the correct place at no later than the appointed date and hour as described on the inside cover of this prospectus. Offers or modifications of offers received after the due date will not be considered.

Offers and modifications of them shall be enclosed in sealed envelopes marked "CONCESSION OFFER, MAIL ROOM DO NOT OPEN." In addition, the offeror shall show on the envelope the date specified on the face of this Prospectus for receipt by the National Park Service, and the name and address of the offeror.

Two identical copies of the proposal are required.

- ***Offers May Be Considered As Public Documents***

ALL OFFERS SUBMITTED IN RESPONSE TO THIS PROSPECTUS MAY BE DISCLOSED BY THE DEPARTMENT OF THE INTERIOR TO ANY PERSON UPON REQUEST PURSUANT TO THE FREEDOM OF INFORMATION ACT. If the offeror believes that the offer contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act (5 USC 552), the cover page of each copy of the offer shall be marked with the following legend:

The information specifically identified on pages of this offer constitutes trade secrets 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.

The offeror shall also specifically identify what it considers to be trade secret information and confidential commercial and financial information on the page of the offer on which it appears and shall mark each page with the following legend:

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 legend contained on the cover page of this offer.

Information so identified shall not be made public by the National Park Service except as may be otherwise permitted by law as determined by the National Park Service.

CRITERIA FOR EVALUATION OF OFFERS AND SELECTION

- ***How Offers Are Reviewed And A Selection Made***

Evaluation Factors

Concessioners are selected through an evaluation of the timely offers received upon application of the factors that are described in 36 CFR 51. The three principal factors are (1) the experience and related background of the offeror; (2) conformance to the terms and conditions of the prospectus in relation to quality of service to the visitor; and (3) the offeror's financial capability. A franchise fee offer in excess of the specified minimum amount is a secondary factor.

"A" and "B" level CRITERION and Questions

The APPLICATION identifies the principal evaluation factors and contains, as part of those factors, criteria and specific questions, which require a response. All of the principal evaluation factor CRITERION have an "A" and some have a "B" level. Below each criterion are questions which focus offerors on the required information. Some of the questions are framed for yes or no responses.

The *A level* identifies the requirements considered necessary to meet the basic objectives of the National Park Service with respect to the principal evaluation factors. There may be questions related to an *A level* CRITERION which require a yes or no answer. These questions are used to determine, in part, whether an

offer is responsive. A non-responsive offer is one which fails to meet the material terms and conditions of the prospectus. Failure to answer "yes" to any of the **A level** criterion questions calling for a yes or no answer makes the offer non-responsive and is cause for rejection of the offer.

Answering "yes" where called for but indicating in further response to the criterion or elsewhere in the offer that the "yes" answer is in fact inaccurate because the offer conditions or otherwise indicates non-acceptance of the criterion's requirements, likewise will make the offer non-responsive. Offers may indicate preferences or recommendations for changes to mandatory requirements so long as they nonetheless commit unconditionally to carrying out the requirements as contained in the criterion.

B levels will provide direction on the manner in which an offeror can improve its offer by furthering specific National Park Service objectives for the park. By following this direction, the offeror may pursue making an offer superior to one that meets the basic NPS objectives as set forth in **A level** requirements. The phrasing of the **B levels** will either set particular better offer circumstances or requirements, or give guidance as to how making a better offer within that CRITERION should be approached.

Evaluation of A and B Levels

In the Appendix to this Prospectus are the Evaluation Panel instructions. These explain the procedures to be used to evaluate offers.

Preferences

See "Preferences" in the Business Opportunity Section of the prospectus for a discussion of the several preferences applicable to award of these permits.

Effect of Not Meeting A Levels

Offers must provide all of the information requested and agree to meet the A level requirements included in the APPLICATION. If there are yes or no questions included in the A level Criteria, you must answer yes to have made a responsive offer. Careful and thorough answers are encouraged. Over responding is better than a minimum response.

Questions

If, as a potential offeror, you do not understand the questions or what is wanted, you should ask, in writing, for an explanation in advance of the submittal date. Any response to such questions will be made in writing and to all potential offerors. Sufficient time to inform all interested parties of such questions and answers must be allowed for by those with questions. If there is not sufficient time to ensure all offerors have equal information, the question will not be answered.

Congressional Review

Contracts and permits negotiated for a term of FIVE (5) years or more, or when the annual gross receipts exceed \$100,000, are required by law to be submitted to the Congress for SIXTY (60) days before they may be awarded. This Contract action requires such a submittal. A minimum of 90 days is required to complete this action from the date of transmittal from the NPS's Alaska Regional office to the National Park Service, Washington, D.C.

- ***Cautions to Offerors About Submission and Evaluation of Offers***

1. Grouped under the three principal evaluation factors, the application includes, in bold capital letters, the criteria to be used by the national park service to evaluate offers. Offerors should ensure that they address the criteria provided. The responses to the criteria are what will be evaluated to determine if the principal evaluation factors have been addressed sufficiently. The questions provided beneath the criteria should be individually addressed. However, they are not intended to be the only information one could or should provide in addressing those criteria.
2. The facilities and/or services requested, generally as described herein, will be sufficient for the park's needs. Offers of expansion generally not in accordance with the scope of facilities and/or services requested by this Prospectus will not be considered as elements of a better offer.
3. Offers to provide direct or indirect monetary or other benefits to the park or government that are not within the scope, requirements, purpose, and control of the permit or National Park Service will not be considered as elements of a better offer.
4. Offers for financial commitments will be closely reviewed against balance sheet and income statement projections and the National Park Service's knowledge of the operating costs of businesses similar to this business. Predictable, stable, and well-run businesses consistently offering maximum service to the public are most consistent with the National Park Service's objectives of public service. Financial commitments that appear inconsistent with these objectives and/or that do not appear to allow the concessioner a reasonable opportunity for a profit from the operations authorized hereunder, based on the capital invested, are not acceptable. However, not-for-profit or non-profit proposals will be evaluated as such.
5. The APPLICATION and related materials submitted should reflect the entire offer being made. Offerors should keep in mind that their written submissions will be considered by the National Park Service as their full and final offer in response to the Prospectus.
6. Offerors, including existing concessioners, are cautioned that nothing should be assumed to be known about the offer or about the offeror or be presumed to be in the possession of the National Park Service from previous correspondence or submissions. Each offer should be complete when submitted.
7. The National Park Service may request written clarification of points as it feels necessary from one or more offerors. This is for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the offer. It will not evaluate supplemental information not requested or alterations of the offer made that are submitted after the closing of the time period for receipt of offers, nor will it consider any additional information that is not specifically requested, in writing, by the National Park Service.
8. To apply an OFFEROR must respond to the CRITERIA and the questions in the APPLICATION and to the requirements of the Prospectus.
9. It is the intention of the National Park Service to select a concessioner from the offers made without further submittals or presentations. However, the National Park Service reserves the right to request additional information or presentations from the OFFERORS which submitted the more advantageous offers if a "best offer" cannot be selected from the initial submittal and/or to request improved offers from all responsive offerors. (See item 5. above)
10. This prospectus and related documents reflect the views and objectives of the National Park Service with regard to the proposed concession operation. Should an OFFEROR consider any statement in the prospectus inaccurate, it must submit its objections or questions to the National Park Service in writing no later than 30 days prior to the closing time period for receipt of offers. Send such comments to the office named on the inside front cover for the receipt of offers. Comments or objections relating to the contents of the prospectus that are made after this date will be considered to have been waived and will not be considered. (For questions, see the above section "Questions").

Format Of Offer Letter

The OFFEROR's letter set forth below requires the Offeror to accept the terms and conditions of the concession opportunity as set forth in the Prospectus. However, the National Park Service will review the entire application to determine whether the OFFEROR's proposal in fact accepts without condition the terms and conditions of the Prospectus. If not, the offer may be considered non-responsive or as failing to meet A level Criteria even though an unconditional OFFEROR's letter was submitted.

Proposal for Concession Operation

James Brady, Superintendent
Glacier Bay National Park & Preserve
[Submit to Address on front of Prospectus]

Dear Mr. Brady:

We hereby offer to provide cruise ship and services at Glacier Bay National Park & Preserve, in accordance with the terms and conditions as specified in your Prospectus and to execute the draft permit contained in the prospectus without substantive modification (except as may be required by NPS pursuant to the terms of the Prospectus and/or inclusion of items from the selected offer which are beneficial to the government). We are enclosing the required "APPLICATION" which, by this reference, is made a part hereof. We certify that the information furnished herewith is true to the best of our knowledge and belief. In addition, we agree to complete the execution of the Concession Permit within fifteen working days after it is presented by the National Park Service.

Signature & Date
Printed Name
Title
Address

(Offerors who are not corporations should skip the following certification)

CERTIFICATE OF CORPORATE OFFICER

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.

Signature

Factors, Criteria and Questions

- ***PRINCIPAL FACTOR 1. THE EXPERIENCE AND RELATED BACKGROUND OF THE OFFEROR***

CRITERION 1A. (1) THE COMPETENCE OF THE OFFEROR, AS REFLECTED IN THE APPLICATION, TO MANAGE AND OPERATE A CRUISE SHIP BUSINESS SIMILAR TO THAT DEFINED IN THE PROSPECTUS. (2) THE ENTITY WITH WHICH NPS WILL CONTRACT AND ITS RELATIONSHIP TO SUPERIOR AND SUBORDINATE ENTITIES IS CLEARLY DEFINED.

- 1. Identify the "OFFEROR" (or "PROPOSED ENTITY[S]," that the offeror intends to establish for the purpose of operating this concession) making this application. Clearly identify both the formal structure of the primary business ENTITY with which the National Park Service will be dealing, and its owner(s).**
- 2. Provide materials to explain the financial circumstances, legal form, and ownership of that ENTITY.**
- 3. Identify related, subordinate, and superior ENTITIES and any other organization, ENTITY, contractor, or subcontractor that will have a role in managing, directing, operating, or otherwise carrying out the service to be provided.**
- 4. Where there are layers of Entities, subordinate or superior entities, significant contractors/subcontractors, or other organizations or individuals that will act in concert to provide the services required, describe each of them and the relationship between or among them.**
- 5. Using the format and instructions on the next page (duplicate the form as needed) identify the Offeror, each ENTITY, the New Concessioner, and the Operator and all similarly involved parties or people. Add information as necessary to make the relationships clear.**

OFFEROR, ENTITY, NEW CONCESSIONER, OPERATOR IDENTIFICATION FORM

(Enter the name of the person submitting the offer: The concession permit would be issued to this person)

Entity Name	
Address	
Contact Person	
Telephone Number	
FAX Number	
E-mail Address	

Form of business

Corporation
 Partnership
 Individual (Sole Proprietor)
 Other (Explain)

Describe the expected role in providing this concession service:

Structure of the Business: (how is it related to the other entities you have identified):

Ownership:

Name and Address of Owners (Corporations: Show controlling interest, Close Corporation: Show all interest)	Number and Type of Shares or Percentage of Ownership	Total Value of Investment
Total of all Owners:		
Total Shares Outstanding:		

ANILCA Section 1307 Preferred Operator

Refer to the ANILCA Section 1307 regulations in the appendix to answer the following questions:

6. 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

7. 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.

 Yes

 No
Preference for New and Small Operators

8. Do you provide cruise ship services within Glacier Bay National Park under a current limited permit with the National Park Service?³

 Yes

 No

9. If yes, does the number of cruise ship entries from June 1 to August 31 exceed 19 entries (14 percent of 139 cruise ship entries allocated for Glacier Bay from June 1 - August 31)?

 Yes

 No

³ Answers will be used by the NPS to help identify offers from new prospective cruise ship concessioners or existing operators which have been allocated less than 14% of the available entries into Glacier Bay. Responsive offers from any qualified entity with less than 14% of the available entries (<14% offeror) will receive additional consideration during the selection process. If two or more offers, where at least one or more is a <14% offeror, are determined to be substantially equal offers by the NPS, additional consideration will be given to any <14% offeror in the selection process.

This policy is to "favor" new prospective concessioners or existing operators with less than 14% of the available entries. The policy is not meant to circumvent the established selection process contained in 36 CFR 51. Therefore, an offer which is determined by the NPS to best meet the overall objectives of the National Park Service will be selected. This selection criteria favors more rather than fewer cruise ships operators in compliance with the *Glacier Bay Cruise Ship Management Plan* (see business opportunity section, "preferences"). At such time as at least seven concessioners (separate ownership and control) are in operation, the policy will be reconsidered.

10. Do any of the above have operations or interest in other operations in areas adjacent to this national park area or operations in other national parks? *If Yes, please identify.*

Yes

No

11. The NPS is looking for an ENTITY that has demonstrated experience in managing this type of business activity. Give specific examples of business operations undertaken by ENTITY. Detail the OFFEROR's experience and skills in developing efficient, effective, defined, targeted goals for business programs according to pre-established management parameters.

12. Describe the business management qualifications and experience of the ENTITY and the NEW CONCESSIONER proposed to manage and operate this business.

13. Does the ENTITY have experience providing services under contract for an agency like NPS, United States Forest Service, Bureau of Land Management, city, state, large corporation, or other organization with significant philosophical and operational constraints? *If Yes, please identify.*

Yes

No

14. Use the format on the following page and add to it as necessary, or use your own format as long as it provides all of the requested information. Provide detailed resumes for all current and proposed partners, sole proprietors, and key management employees who will be actively involved in the management of this business and key ship-board personnel who will be operating in Glacier Bay. Identify the specific role the individual is to play and establish that person's ability to play that role.

When discussing work experience, be specific with respect to size of operation, dates, area of operation, specific duties, number of people supervised, hours worked per week, and other factors that would be helpful to reviewers in establishing a clear understanding. Do not omit training and education and do not omit special qualifications, ratings, or licenses that are needed in some special occupations.

Use the *Individual Experience Form* on the following page and add to it as necessary, or use your own format providing it includes *all* of the requested information.

Individual Experience and Related Background of Key Managers

Use the following format to detail duties, qualifications, references, and contact information for the offeror and key managers. This information should cover employment history for a minimum of 10 years (if available).

Name		Employer	
Address		Employer Address	
Employee Phone Number	Date of Birth or SSN	Employer Phone Number	Employer Fax Number
Position	Hours/Week	Number of People Supervised	Employer e-mail (optional)
Duties & Responsibilities			
Role in Proposed Business and Estimated Hours Per Week			
Qualifications for This Role			

CRITERION 1B. NONE.

• ***PRINCIPAL FACTOR 2. CONFORMANCE TO THE TERMS AND CONDITIONS OF THE PROSPECTUS IN RELATION TO QUALITY OF SERVICE TO THE VISITOR***

CRITERION 2A. THE OFFEROR AGREES TO PROVIDE THE SERVICES AS REQUIRED BY THIS PROSPECTUS.

1. Indicate below whether you agree to provide the required services under the conditions specified in the Permit.

Yes

No

2. Provide a basic description of the ship(s) which the offeror proposes to operate in the park, including, as a minimum, the following, and any other vessel design information the offeror feels is pertinent.

Ship Name	Former Names	Registry
Gross Tonnage	Builder	Date Launched
Length (ft.)	Beam (ft.)	Date of Last Refit
Draft (ft.)	Stack Height (ft.)	Propellers (no. & type)
Propulsion type (diesel electric, etc.)	Propulsion power (kW or HP)	Fuel (type/weight)
Passenger Capacity (basis 2)	Passenger Capacity (all berths)	Cabin Size (mean sq. ft.)
Passenger/space ratio (basis 2)	No. of Cabins	No. of Wheel Chair accessible cabins
Officer Nationality	Crew Nationality (approx. % each)	

3. Do you agree not to use a substitute ship without the approval of the park superintendent and that any substitute must meet or exceed the standards of the ship approved in the proposal?

Yes

No

4. Specify the total number of cruise ship entries into Glacier Bay from June 1 - August 31 for which you are applying.

Number of Entries (maximum is 68)

As explained in "Business Opportunity", up to 68 entries are divided into the following six categories. This is necessary in order to give the incumbent concessioners their statutory right of preference in categories "B - F".

5. Do you wish to apply and compete in all categories in order to maximize your opportunity:

Yes

No

If "NO", specify the category or categories under which you are applying and the number of entries as follows:

Category	Entries (enter number)
Category A (maximum 38 entries)	
Category B* (maximum 13 entries)	
Category C* (maximum 4 entries)	
Category D* (maximum of 7 entries)	
Category E* (maximum of 4 entries)	
Category F* (maximum of 2 entries)	

The best proposal will be selected in each of the above six categories.

* An incumbent concessioner has a right of preference in renewal for these entries (see "Application of Preference in Renewal", this section - above).

6. Do you intend to utilize all entries authorized throughout the term of the permit? (Unforeseen events or circumstances that intermittently interfere with operations may, with the approval of the superintendent, be excused.)

Yes

No

7. Do you agree to notify the NPS of any unused entries that may become available in a timely manner and, if necessary, assist to facilitate the reallocation of the unused entry?

Yes

No

CRITERION 2B. DESCRIBE WHAT ADDITIONAL SERVICES AND/OR FACILITIES WILL BE PROVIDED AND/OR HOW THE COMPANY WILL IMPROVE UPON THE SERVICES OR SCHEDULES REQUIRED BY THIS PROSPECTUS, TO PROVIDE A SUPERIOR PARK EXPERIENCE FOR ITS PASSENGERS.

The National Park Service expects that concessioners will support the NPS in its mission to inform park visitors and concession employees about park resources and values. Some examples of services and facilities which might improve the visitor experience:

- a. Offer Native Alaskan art and handcrafts prominently in shipboard gift shops.
- b. Provide an expanded library of resource materials on Glacier Bay, Alaska, Native Culture including standard references, books, periodicals, videos, maps, etc.
- c. Feature local Alaskan artists and craftspersons in shipboard displays and in gift shops.
- d. Insure that ship board activities, gift shop items etc. contribute to visitor understanding of the area (e.g. gift shops offer only stuffed toy animals which are native to the area).
- e. Implement corporate and/or shipboard programs related to protection of the (marine) environment.
- f. Establish minimum standards of knowledge about Glacier Bay and the National Park Service for officers and crew members.

1. Describe the services and facilities related to the above that you propose to offer.

Management Policies Manual, Chapter VIII. "Promoting the sale of United States made handcrafts including Native American handcrafts relating to the culture, historical, natural and geographic characteristics of park areas is encouraged and there shall be a continuing effort to enhance the scope and supply of local handcrafts where they exist and to establish them where they do not."

2. Describe what measures the company will take to implement this policy in your service.

3. Describe other services, facilities, programs, itineraries, etc., your company will implement that will provide a superior park experience for the visitor.

CRITERION 3A. THE OFFEROR AGREES TO A FEE OF NOT LESS THAN THE AMOUNT DESCRIBED BELOW.

The NPS has determined that the fees described below is the minimum required offer:

\$5.00 per passenger (including both revenue and non-revenue passengers)

Please see the sample permit for specific details of the fee program.

1. Do you agree to this initial level of fees as shown above and in the sample permit?

Yes

No

CRITERION 3B. NONE**CRITERION 4A. THE OFFEROR PROPOSES TO PROVIDE INTERPRETIVE SERVICES (EITHER THOROUGH THE NPS INTERPRETIVE PROGRAM OR THOROUGH AN APPROVED CONCESSIONER PROGRAM) WHICH MEETS THE REQUIREMENTS OF THE PROSPECTUS AND PERMIT.**

The National Park Service has determined that the following Interpretive program is the minimum acceptable program for cruise ship services in Glacier Bay.

Program Overview

The Interpretive program will support the missions of both the National Park Service and Glacier Bay National Park and Preserve. Please refer to the *National Park Service and its Mission* and the *Park Area and its Mission* sections in this Prospectus.

Staffing

A minimum of three staff (one supervisor and two interpreters) are needed to meet the minimum goals and objectives of the Interpretive Program.

Supervisor: The supervisor needs to exhibit the knowledge, skills and abilities to supervise employees, to direct an operation, to maintain cooperative working relationships, to communicate effectively orally and in writing and to demonstrate and teach interpretive methods and techniques. The supervisor needs a working knowledge of the area.

Interpreters: The interpreters must exhibit knowledge of the cultural and natural history of Glacier Bay and the skills and abilities to research, prepare and present professional quality interpretive programs to diverse audiences. The interpreters must utilize accepted interpretive techniques and principles found in the Support Materials list below.

Recruitment

In order to find applicants with extensive interpretive experience and education, recruit from a broad range of applicants with a comprehensive knowledge of cultural and natural history. As a minimum, Interpretive staff must have completed a 4-year course of study above high school leading to a bachelor's degree with 24 semester hours of job related course work; 1 year of relevant interpretive experience; a combination of 1 and 2 above; or knowledge, skills and abilities needed to perform the job by virtue of having lived in or near Glacier Bay National Park and Preserve.

Training

Provide a comprehensive training program that will result in an interpretive staff who are knowledgeable in the natural and cultural history of Glacier Bay, past and present research and park management issues. Training includes skills and techniques needed to prepare original thematically based presentations. A minimum of three days of orientation spent exploring Glacier Bay first hand from forest floor to glacial barrens. Interpreters will be provided with the opportunity to observe an experienced interpreter while

conducting interpretive programs. A fully trained interpreter will have a working knowledge of the references listed below in Support Materials. A returning interpreter (who has gone through the training shown above) will be given adequate time and materials to know and understand changes in research findings, new park issues, etc. prior to commencement of duties.

Supervision

The interpreter must demonstrate knowledge of interpretive skills and techniques to professionally convey the park's basic themes. In order to evaluate interpreter's effectiveness the supervisor will observe each of the interpretive activities during the first half of each season. Elements that the supervisor will be evaluating will include pace, flow, creativity, knowledge, accuracy, and thematic development presented in a meaningful and engaging manner. Guidance will be provided in a timely manner for both content and presentation skills.

Ship-board Commentary

Present a professional and comprehensive 30-minute commentary on Glacier Bay. An additional 10 minutes is added if Johns Hopkins is included in itinerary. Announcements should be approximately two minutes each, limited generally to the most important concepts. One subject per announcement following a strong park theme. Narration should point out significant landmarks and features. No commentary is given when stopped at glaciers, near wildlife sightings or in the vicinity of campers and kayakers.

Formal Program

Present a 30-minute auditorium program that is Glacier Bay specific using interpretive techniques as defined in Support Materials listed below. If slides, video or music are used in the auditorium program they need to be of the highest quality.

Information Desk

The information desk provides the visitor with an opportunity to ask Glacier Bay specific questions of the interpreter. The information desk is staffed while the commentary is in progress except during staff meals and while the ship is in front of glaciers. In addition to the interpreter, the information desk is stocked with reference materials of the natural and cultural history of Glacier Bay.

Informal Visitor Contacts

While at the glaciers interpreters will stroll the outside decks to answer visitor questions. This allows for a more in-depth explanation of concepts introduced during commentary and a chance to discuss the glacial features visible alongside the ship.

Program Evaluation

The cruise ship interpretive program will be evaluated for its effectiveness in meeting NPS mission goals referenced above. NPS standards for evaluation of interpretive programs are being developed and, when completed, will apply to cruise ship interpretive services.

Logistical Support

Provide the logistical support needed for the interpretive operation as outlined in the Draft Permit section 9.(p).

Support Materials (must be available to Interpretive staff for training and reference)

- “Environmental Interpretation, a Practical Guide” by Sam Ham
- “Principles in Interpretation” by Freeman Tilden.
- “The Interpreter’s Guidebook, Techniques for Programs and Presentations” by K. Regnier

- “Interpreting for Park Visitors” by William Lewis
- “The Process of Interpretive Critiquing” by William Lewis
- “The Tlingit Indians” by G.T. Emmons
- “Glacier Bay Official National Park Handbook”
- “Glacier Bay, the Land and the Silence” by Dave Bohn
- “Blue Ice in Motion, The Story of Alaska’s Glaciers” by Sally D. Wiley
- “Glaciers of North America, A Field Guide” by Sue A. Ferguson
- “The Nature of Southeast Alaska” by R. O’Clair, R. Armstrong and R. Carstensen
- “Guide to Marine Mammals of Alaska” by Kate Wynne
- “Field Guide to the Birds of North America” by National Geographic Society
- “Plants of the Pacific Northwest Coast” by J. Poljar and A. Mackinnon
- “Glacier Bay, the Grand Design” video, NPS publication
- NPS Strategic Plan
- Glacier Bay NP Strategic Plan
- Glacier Bay NP Vessel Management Plan
- Glacier Bay NP General Management Plan
- Glacier Bay NP Interpretive Plan (when available)

1. Do you agree to provide an interpretive program meeting these minimum criteria?

Yes

No

The National Park Service offers cruise ship Concessioners the option of utilizing the *NPS Interpretive Program* on a cost-recovery basis (the Concessioner pays the prorated cost of the program). The NPS program exceeds the criteria stated above and the additional criteria identified in 4B (below) and consists of NPS trained Interpretive Rangers, who provide commentary, programs, interpretive materials, etc. as described below. The program includes pilot boat service for boarding and disembarking the Rangers as each ship enters and leaves Glacier Bay. The cost will range from \$0.75 to \$1.50 per passenger, based on actual program costs.

2. Will you participate in the NPS Interpretive Program (including cost-recovery)?

Yes

No

If you do not participate in the NPS Interpretive Program, submit a full description of your proposed interpretive program, including employment standards (resumes for existing interpretive staff or position descriptions for currently unfilled interpretive positions), staffing levels, staff and supervisory training program, monitoring and mentoring program, native and local hire program, procedures for updating interpretive program with current research and park management directives, sources for information, description of resource and reference materials available for the interpretive staff, description of slide file (or other media) available for audio-visual and other presentations, and other materials that would assist in evaluating the program. Minimum criteria for the Interpretive program (as stated above) must be met in order for the offer to be considered responsive.

CRITERION 4B. THE OFFEROR PROPOSES TO PROVIDE INTERPRETIVE SERVICES BEYOND THE MINIMUM LEVELS LISTED IN CRITERION 4A.

Optimal Itinerary

The NPS considers the following an optimal itinerary for a cruise ship visit to Glacier Bay: Vessel entry is scheduled so that the ship enters Glacier Bay from 0700 to 1100 (off Bartlett Cove), the ship then visits locations in the West Arm of Glacier Bay listed in the two examples below (in accordance with the provisions of this prospectus) and then departs Glacier Bay (off Bartlett Cove) from 1600 to 2100.

The following schedules give examples of an interpretive program resulting from specific arrival and departure times within these optimal arrival/departure time periods. Experience has shown that arrivals earlier than 0700 do not allow passengers adequate time to wake up, have breakfast and find a place where they can view the glaciers and listen to the commentary. Please note: arrival between 0700 and 0759 would result in an *afternoon* interpretive presentation. Arrival between 0800 and 1100 would result in a *morning* interpretive presentation. As an element of the *optimal itinerary*, Concessioners would confirm the interpretive program schedule for each ship with the Park's Chief of Interpretation at least two weeks prior to the first entry.

Example of Optimal Itinerary for an 0700 Arrival

(Please note the *afternoon interpretive presentation* time for early arriving ships)

Time	Activity
0700	Arrive Glacier Bay
0900	Queen Inlet, Begin commentary
1030-1130	View Margerie and Grand Pacific glaciers
1230-1330	View Lamplugh Glacier (Jaw Pt./Johns Hopkins if appropriate). Commentary ends on departure from last glacier
1400	Reid Inlet
1400	Interpretive presentation
1445	Second interpretive presentation, if needed
1600	Depart Glacier Bay

Example of Optimal Itinerary for a 1000 Arrival

(Please note the *morning interpretive presentation* time for late arriving ships)

Time	Activity
1000	Arrive Glacier Bay and make brief announcement about day's events on p.a. System
1030	Interpretive presentation
1115	Second interpretive presentation, if needed
1200	Queen Inlet, Begin commentary
1330-1430	View Margerie and Grand Pacific Glaciers
1530-1630	View Lamplugh (Jaw Pt./Johns Hopkins if appropriate). Commentary ends on departure from last glacier
1700	Reid Inlet
1900	Depart Glacier Bay

Muir Inlet is not part of the optimal itinerary because the NPS believes that the transit time needed for traveling to both the East and West arms of Glacier Bay could diminish the time spent at tidewater glaciers and thus passenger enjoyment and understanding of the park.

Johns Hopkins Inlet is a secondary element of the optimal itinerary due to seasonal area closures, high concentrations of harbor seals and other factors that will often preclude going beyond, or even approaching, Jaw Point.

Other bays and inlets of Glacier Bay National Park (such as Dundas Bay, Lituya Bay) are not included due to potential conflicts of cruise ship activities with existing visitor uses.

Transit through **Glacier Bay National Park marine waters outside of headlands:** Icy Strait, Cross Sound and the outer coast open waters (the Park boundary extends three miles off shore) are considered an incidental use of the Park at this time. The NPS encourages cruise ship operators to develop appropriate ship-board programs to further passenger knowledge and appreciation of these remote areas of the park .

1. Do you propose to operate in accordance with an *optimal itinerary* shown above?

Yes

No

2. If NO, provide the proposed itinerary or itineraries, including, at a minimum, all areas to be visited, activities in each area and the times for each activity (one format for this is the table below).

Time(s)	Activity
_____	Glacier Bay Arrival
_____	Passing Queen Inlet northbound
_____	Begin Commentary
_____	Arrival at Margerie/Grand Pacific Glaciers
_____	Departure from Margerie/Grand Pacific Glaciers
_____	Interpretive presentation(s)
_____	Meals
_____	Times at other glaciers/inlets (specify)
_____	Activities which restrict interpretive commentary (specify activity)
_____	Departure from last glacier
_____	End Commentary
_____	Passing Reid Glacier southbound
_____	Depart Glacier Bay

The itinerary submitted should also include a list and timetable for all passenger activities, including meals, while in Glacier Bay, noting any activities that would restrict public address system interpretive commentary or impact the interpretive focus on the park.

3. If you answer yes to item 1, but would also like to propose possible alternative itineraries which you feel would provide a superior visitor experience, please do so here. Provide details of why you feel this would be a superior itinerary and whether or not this itinerary is an optional or integral element

of your proposal (*optional* meaning implementation of the itinerary would be at the NPS's discretion; *integral* meaning that, under your proposal, some entries would *need* to use the alternative itinerary).

Additional Elements of the NPS Interpretive Program

The following items are elements of the NPS Interpretive Program which exceed the minimum requirements listed in 4A. If you indicated in 4A #2. (above) that you would participate in the NPS Interpretive program, you will be credited with providing these additional items. Applicants who will not be participating in the NPS Interpretive Program would need to specifically address each item in order to receive consideration for exceeding minimum standards for that item.

- Provide interpreters with the opportunity to visit libraries, museums or institutions that have Alaska and Glacier Bay specific information or reference materials.
- Provide opportunity for interpreters to work with experts on interpretive program subjects such as communication and interpretive techniques.
- Offer mentoring program(s) for southeast Native individuals to introduce the field of interpretation and provide the passengers with cultural interpreters.
- Offer supplementary field trips both ashore and on the waters of Glacier Bay to provide interpreters with added personal experience to further enhance their programs.
- Provide the interpreters additional training and materials to develop more specialized and in-depth programs.
- Conduct focus groups and additional surveys to determine if passengers understand and appreciate the significance of Glacier Bay National Park and Preserve.

4. Do you propose to meet any or all of the elements shown above? [Applicable only if you will **not** be participating in the NPS Interpretive Program: the NPS Interpretive Program meets these elements.]

Yes

No

Additional Elements Not Included in the NPS Interpretive Program

The following items are potential areas where applicants could exceed minimum interpretive program requirements whether they are participating in the NPS interpretive program or not. All applicants should provide details of how each item would be addressed or provided if the item is to be included in the applicant's operation.

- Schedule programs and provide materials specifically for children on board with a park related theme.
- Provide passengers and crew the opportunity to view video(s) about GLBA prior to arrival.

- Provide passengers and crew with supplemental materials about Glacier Bay prior to arrival in Glacier Bay.
- Provide programs for passengers by specialists on park related subjects, i.e. geology, ecology, natural history, Alaska history, native Alaskan culture and art, prior to arrival in Glacier Bay.

5. Do you propose to meet any or all of the elements shown above? If yes, provide details.

Yes

No

Opportunity for Applicants to Propose Innovative Interpretive Program Elements

Applicants are encouraged to provide details of any additional interpretive services or interpretive program details (not listed above) which they propose to provide and which would result in improved interpretive program.

6. Do you propose to any additional interpretive elements or services? If yes, provide details.

Yes

No

CRITERION 5A. THE OFFEROR AGREES TO SUBMIT A POLLUTION MINIMIZATION PLAN

Park vessel regulations (see appendix) require the following:

To obtain or renew an entry permit, a cruise ship company must submit and, after approval, implement a pollution minimization plan. The plan must ensure, to the fullest extent possible, that any ship permitted to travel within Glacier Bay will apply the industry's best approaches toward vessel oil-spill response planning and prevention and minimization of air and underwater noise pollution while operating in Glacier Bay. The superintendent will approve or disapprove the plan." (36 CFR 13.65(b)(2)(ii)(A))

The *Pollution Minimization Plan* was first implemented for the 1996 season. The NPS offered some initial ideas and suggestions to existing operators to help guide preparation of these pollution plans (see appendix - *Pollution Minimization Plan Elements*). These initial ideas are by no means exhaustive, nor are they mandatory requirements, but are offered to provide general guidance to all potential applicants. The *Pollution Minimization Plan* is an essential element of the Glacier Bay Vessel Management Plan's carefully crafted approach of providing increased access to the park while also assuring the performance of the NPS's fundamental and predominant stewardship responsibility to protect the park's resources and values. Companies are strongly encouraged to go beyond the elements initially suggested for these plans and to propose innovative, creative, and cost effective strategies to minimize air, water and underwater noise pollution.

1. Do you agree to submit the required *Pollution Minimization Plan* as part of your application and, after approval, implement the plan as approved? If yes, attach the plan (see Criteria 5B for additional elements which may be included).

Yes

No

CRITERION 5B. THE OFFEROR PROPOSES TO MINIMIZE ENVIRONMENTAL IMPACT IN THE PARK.

Following is a description of the potential environmental impacts cruise ships may have in Glacier Bay National Park. Offerors should address in their proposal measures they would take which go beyond law and regulation to further minimize or eliminate these environmental impacts while operating in the park (**Address each item as an element of the *Pollution Minimization Plan* required in 5A.**).

Stack emissions - Stack emissions from cruise ships are a potential problem in the Park. Even low levels of cruise ship stack emission can create a lingering visual blue-gray plume layer in front of the Park's tidewater glaciers. These visible plumes impair scenic and photographic opportunities in the park.

Discharge into park waters – Discharge of pollutants, including petroleum products, waste water and other wastes may negatively affect marine and coastal resources.

Underwater noise - Radiated noise from cruise ships contributes to underwater sound levels in Glacier Bay. Research has demonstrated that vessel noise can cause behavioral changes in marine mammals which may ultimately affect reproductive capability or survival.

Wildlife Protection – Cruise ships may affect additional marine resources in Glacier Bay including:

Harbor Seals - The upper part of Johns Hopkins Inlet is one of the largest harbor seal pupping areas in the world. A closure prohibits cruise ship traffic south of an imaginary line running approximately due west from Jaw Point from May 1 through August 31. However, ships should remain ¼ nautical mile from all seal concentrations and should avoid disturbance of seals when operating in Hopkins outside of the closure period.

Sea Birds - Ship crews and passengers occasionally feed sea birds, particularly near nesting colonies at tidewater glaciers where the vessels remain for extended periods. This may result in an altered diet and behavior pattern for certain bird species. Detailed instructions should be provided to crew members and shipboard newsletters should explain why birds should not be fed in the park. The NPS will work with companies to develop appropriate wording for these messages.

Sea Bird Nesting Colonies - Sea bird nesting colonies are particularly susceptible to vessel disturbance. Vessels are required to maintain a minimum of distance of 100 yards from seabird nesting colonies.

Litter - Trash, coffee cups, ping pong balls, balloons, etc., discarded from cruise ships have occasionally been found in the park.

Shipboard noise - Music, public address system announcements and other noise transmitted on outside decks of the ship travels readily over water and interferes with the quiet enjoyment of the park by passengers on other vessels and park visitors on-shore.

Helicopters - Helicopters are an intrusion on the quiet enjoyment of the park by visitors both on the ship and off. They may also disturb park wildlife. Although helicopters have been used by the companies in the past to take advertising photographs of their ships at the glacier faces, the NPS will consider an offer that agrees to minimize use of helicopters in the park as a component of a better offer. See the permit for conditions related to helicopter use.

Baseline Data Gathering - The NPS is interested in obtaining baseline data on stack emissions and vessel noise levels as part of the *Pollution Minimization Plan*. This information will assist NPS in evaluating the effects of vessels and will also be helpful in designing meaningful operating requirements. Examples of useful data would be: automatic opacity measurements every minute or less keyed to time and location; stack emission sampling, vessel sound signatures; and below waterline hull vibration measurements keyed to time and speed and machinery use. The NPS has not developed specific sampling criteria, but rather is interested in specific proposals from the cruise lines based on available sampling technology.

1. Do you offer to provide baseline data from your vessel(s), such as stack emission opacity or noise levels?

Yes

No

If yes, describe in detail the nature and format of the data, procedures for data submission and constraints, if any, for data use or distribution.

CRITERION 6A. THE OFFEROR'S PAST RECORD RELATED TO MARINE CASUALTIES, VIOLATION NOTICES AND FOOD SERVICE SANITATION.

The past record of marine casualties, violation notices and food service sanitation reports for *each cruise ship* must be included in the offeror's proposal. If there is less than a complete record for the time period described for any ship included in the proposal, establish a record for the company as a whole by providing the information requested for the company, including all cruise ships operated by the company.

1. Has the offeror had any reportable marine casualties (as defined by USCG regulations), including but not limited to grounding, loss of primary propulsion, collision, flooding, capsizing, fire, explosion, loss of life or reportable injury for the period beginning three years prior to the date this prospectus was issued through the present⁴? If yes, submit a copy of the official report (U.S. Coast Guard or other), except for injuries (submit a brief summary, including reason for each injury).

Yes

No

2. Has the offeror received citations or notices of violation received from, or criminal information or indictments filed by local, state, or federal authorities in the United States, regardless of the outcome, for the period beginning three years prior to the date this prospectus was issued through the present? If yes, submit a copy of the citation, indictment, etc., and an explanation of the violation, settlement, penalty (if any), and any corrective actions taken by the offeror.

⁴ Information which comes to the attention of the National Park Service for the period of time after a prospectus is issued but prior to the actual award of a permit will be considered in the selection process.

Yes

No

3. Has the offeror received any unsatisfactory food service sanitation inspection reports from the U.S. Public Health Service for the period beginning two years prior to the date this prospectus was issued through the present? *If yes, submit the reports for these inspections and a summary of any corrective actions taken by the offeror.*

Yes

No

CRITERION 6B. NONE

- ***PRINCIPAL FACTOR 3. THE OFFEROR'S FINANCIAL CAPABILITY***

CRITERION 7A. THE OFFEROR DEMONSTRATES THAT NEEDED FUNDING (EQUITY AND/OR BORROWED) IS AVAILABLE AND IS DEMONSTRATED TO BE SUPPORTABLE WITHIN THE INCOME STATEMENT AND BALANCE SHEETS REQUIRED.

1. Provide the following information:

- a. For OFFERORS and CONCESSIONERS provide the latest financial statement for themselves and their parent company (if any) including the notes to the statements or similar explanatory material and the related audit report.
- b. For corporations, partnerships, or others that are OFFERORS, or that propose to provide the services or part of the services required: Provide the latest financial statement available including the notes to the statement or similar explanatory material and the related audit report.
- c. Sole proprietors and unconventional lenders and proposed individual investors: Provide personal financial statements.

2. Identify the source(s) of all needed funds. Document the source and availability of all funds with current audited financial statements, financing agreements, letters of commitment, and similar supporting documents from all sources. Present compelling evidence of offeror's ability to obtain the necessary funds. Be specific. Identify all sources and provide complete documentation. Explain fully the financial arrangements you propose to use.

- a. If funds are to be obtained from individuals, provide a current personal financial statement, documentation of assets to be sold, commitments from lenders, or other assurances that meet the need to make a compelling demonstration that the funds are available and committed.
- b. Funds from other sources must be supported by a current, audited balance sheet and income statement and whatever supporting documents are needed to provide compelling evidence that funds are available and committed.
- c. Funds obtained by the sale of assets must be supported by a description and condition of the assets and any encumbrances on those assets and/or the proceeds of their sale. Also, the condition of the market for such items should be indicated in a way that identifies both the ability to sell the asset at the necessary time and the ability to sell at a price sufficient to meet funding expectations. Qualified appraisals and other professional estimates of value must be provided. You must prove in a compelling way that the asset will yield the necessary funds at the necessary time.

3. Describe how your financing arrangements, taken as a whole, are advantageous terms for financing that both balance the financial interests of the NPS in this PERMIT and the need for a soundly financed concessioner with the least number of financing issues to be negotiated in the future.

CRITERION 7B. NONE.**SECONDARY FACTOR(S). FRANCHISE FEE OFFERED ABOVE THE MINIMUM****CRITERION 8A. NONE****CRITERION 8B. A FRANCHISE FEE ABOVE THE LEVEL REQUIRED AT CRITERION 3A IS OFFERED.**

A franchise fee offer above the required level will be a secondary factor as explained by the terms of PL 89-249 (and Public Law 104-333, Section 704, below⁵). Secondary factors will be used in the evaluation of offers when a selection of the best offer cannot otherwise be made from the results of evaluating the three primary factors. Public Law 89-249, Section 3(d) and 36 CFR Part 51.4b(3), (Both are included in the Appendix) provides guidance as to franchise fees.

1. Do you propose to offer a franchise fee above the level required at Criterion 3A?

Yes

No

2. If yes, state the total franchise fee that you propose. Express this as a per passenger fee.

Year	Per Passenger Fee
2000	\$
2001	\$
2002	\$
2003	\$
2004	\$

⁵Public Law 104-333, Section 704, states: "Fees paid by certain permittees for the privilege of entering into Glacier Bay shall not exceed \$5 per passenger. For the purposes of this subsection, 'certain permittee' shall mean a permittee which provides overnight accommodations for at least 500 passengers for an itinerary of at least 3 nights". Therefore, the NPS may not be able to accept a higher franchise fee from applicants who fit the definition of 'certain permittee', but may accept such an offer from other applicants.

Appendix List

1. Vessel Regulations - Glacier Bay National Park - CFR, Part 13
2. Suggestions For Pollution Minimization Plans - Letter To Cruise Line Agencies, June 3, 1996.
3. Public Law 89-249. The Concessions Policy Act of 1965
4. Concession Management Regulations - 36 CFR, Part 51
5. ANILCA Section 1307 Regulations – 36 CFR, Part 13
6. Glacier Bay National Park Compendium
7. Evaluation Of Offers - Panel Instructions

Appendix 1 - Vessel Regulations 36 CFR §13.65

36 CFR Part 13

1. The authority citation for part 13 continues to read as follows:

Authority: 16 U.S.C. 1, 3, 462(k), 3101 et seq.; § 13.65 also issued under 16 U.S.C. 1a-2(h), 20, 1361, 1531, 3197.

2. Section 13.65 is amended by revising the heading of paragraph (b) and paragraphs (b)(1) through (b)(4) to read as follows:

§13.65 Glacier Bay National Park and Preserve.

* * * * *

(b) **Resource protection and vessel management** -- (1) *Definitions*. As used in this section:

Charter vessel means any motor vessel under 100 tons gross (U.S. System) or 2,000 tons gross (International Convention System) that is rated to carry up to 49 passengers, and is available for hire on an unscheduled basis; except a charter vessel used to provide a scheduled camper or kayak drop off service.

Commercial fishing vessel means any motor vessel conducting fishing activities under the appropriate commercial fishing licenses as required and defined by the State of Alaska.

Cruise ship means any motor vessel at or over 100 tons gross (U.S. System) or 2,000 tons gross (International Convention System) carrying passengers for hire.

Entry means each time a motor vessel passes the mouth of Glacier Bay into the bay; each time a private vessel activates or extends a permit; each time a motor vessel based at or launched from Bartlett Cove leaves the dock area on the way into Glacier Bay, except a private vessel based at Bartlett Cove that is gaining access or egress to or from outside Glacier Bay; the first time a local private vessel uses a day of the seven use-day permit; or each time a motor vessel is launched from another vessel within Glacier Bay, except a motor vessel singularly launched from a permitted motor vessel and operated only while the permitted vessel remains at anchor, or a motor vessel launched and operated from a permitted motor vessel while that vessel is not under way and in accordance with a concession agreement.

Glacier Bay means all marine waters contiguous with Glacier Bay, lying north of an imaginary line between Point Gustavus and Point Carolus.

Motor vessel means any vessel, other than a seaplane, propelled or capable of being propelled by machinery (including steam), whether or not such machinery is the principal source of power, except a skiff or tender under tow or carried on board another vessel.

Operate or Operating includes the actual or constructive possession of a vessel or motor vessel.

Private vessel means any motor vessel used for recreation that is not engaged in commercial transport of passengers, commercial fishing or official government business.

Pursue means to alter the course or speed of a vessel or a seaplane in a manner that results in retaining a vessel, or a seaplane operating on the water, at a distance less than one-half nautical mile from a whale.

Speed through the water means the speed that a vessel moves through the water (which itself may be moving); as distinguished from "speed over the ground."

Tour vessel means any motor vessel under 100 tons gross (U.S. System) or 2,000 tons gross (International Convention System) that is rated to carry more than 49 passengers, or any smaller vessel that conducts tours or provides transportation at regularly scheduled times along a regularly scheduled route.

Transit means to operate a motor vessel under power and continuously so as to accomplish one-half nautical mile of littoral (i.e., along the shore) travel.

Vessel includes every type or description of craft used as a means of transportation on the water, including a buoyant device permitting or capable of free flotation and a seaplane while operating on the water.

Vessel use-day means any continuous period of time that a motor vessel is in Glacier Bay between the hours of 12 midnight on one day to 12 midnight the next day.

Whale means any humpback whale (*Megaptera novaeangliae*).

Whale waters means any portion of Glacier Bay, designated by the superintendent, having a high probability of whale occupancy, based upon recent sighting and/or past patterns of occurrence.

(2) **Permits.** The superintendent will issue permits for private motor vessels in accordance with this part and for cruise ships, tour vessels, and charter vessels in accordance with National Park Service concession authorizations and this part.

(i) **Private vessel permits and conditions.** Each private motor vessel must have a permit to enter Glacier Bay June 1 through August 31.

(A) The superintendent may establish conditions regulating how permits can be obtained, whom a vessel operator must contact when entering or leaving Glacier Bay, designated anchorages, the maximum length of stay in Glacier Bay, and other appropriate conditions.

(B) June 1 through August 31, upon entering Glacier Bay through the mouth, the operator of a private motor vessel must report directly to the Bartlett Cove Ranger Station for orientation.

(1) Failing to report as required is prohibited.

(2) The superintendent may waive this requirement before or upon entry.

(ii) **Commercial vessel permits and conditions.** Each commercially operated motor vessel must have the required permit(s) to enter Glacier Bay.

(A) To obtain or renew an entry permit, a cruise ship company must submit and, after approval, implement a pollution minimization plan. The plan must ensure, to the fullest extent possible, that any ship permitted to travel within Glacier Bay will apply the industry's best approaches toward vessel oil-spill response planning and prevention and minimization of air and underwater noise pollution while operating in Glacier Bay. The superintendent will approve or disapprove the plan.

(B) Each cruise ship company must assess the impacts of its activities on Glacier Bay resources pursuant to the NPS research, inventory and monitoring plan as specified in the applicable concession permit.

(C) The superintendent at any time may impose operating conditions to prevent or mitigate air pollution, water pollution, underwater noise pollution or other effects of cruise ship operation.

(D) The superintendent will immediately suspend the entry permit(s) of any cruise ship that fails to submit, implement or comply with a pollution minimization plan or additional operating condition.

(E) A commercial vessel, except a commercial fishing vessel, is prohibited from entering Glacier Bay unless the operator notifies the Bartlett Cove Ranger Station of the vessel's entry immediately upon entry or within the 48 hours before entry.

(F) Off-boat activity from a commercial vessel is prohibited, unless the superintendent allows it under conditions that the superintendent establishes.

(iii) Exceptions from entry permit requirement. A permit is not required to enter Glacier Bay when:

(A) A motor vessel is engaged in official business of the state or federal government.

(B) A private motor vessel based at Bartlett Cove is transiting between Bartlett Cove and waters outside Glacier Bay, or is operated in Bartlett Cove in waters bounded by the public and administrative docks.

(C) A motor vessel is singularly launched from a permitted motor vessel and operated only while the permitted motor vessel remains at anchor, or a motor vessel is launched and operated in accordance with a concession agreement from a permitted motor vessel while that vessel is not underway.

(D) A commercial fishing vessel otherwise permitted under all applicable authorities is actually engaged in commercial fishing within Glacier Bay.

(E) The superintendent grants a vessel safe harbor at Bartlett Cove.

(iv) **Prohibitions.** (A) Operating a motor vessel in Glacier Bay without a required permit is prohibited.

(B) Violating a term or condition of a permit or an operating condition or restriction issued or imposed pursuant to this chapter is prohibited.

(C) The superintendent may immediately suspend or revoke a permit or deny a future permit request as a result of a violation of a provision of this chapter.

(v) **Restrictions on vessel entry.** The superintendent will allow vessel entry in accordance with the following table:

Type of vessel	Allowable vessel use days per day	Total entries allowed	Total vessel use days allowed	Period covered by limitation
Cruise ship	2	[1]	[1]	Year round
Tour vessel	3	-----	-----	Year round
Charter vessel	6	312	552	June 1 - August 31
Private vessel	25	468	1,971	June 1 - August 31

[1] See paragraphs (b)(2)(v)(A) through (C) of this section.

(A) By October 1, 1996, the superintendent will reinitiate consultation with the National Marine Fisheries Service (NMFS) and request a biological opinion under section 7 of the Endangered Species Act. The superintendent will request that NMFS assess and analyze any effects of vessel traffic authorized by this section, on the endangered and threatened species that occur in or use Glacier Bay National Park and Preserve.

(1) Based on this biological opinion, applicable authority, and any other relevant information, the director shall reduce the vessel entry and use levels for any or all categories of vessels in this section effective for the 1998 season or any year thereafter, if required to assure protection of the values and purposes of Glacier Bay National Park and Preserve.

(2) The director will publish a document in the *Federal Register* on any revision in the number of seasonal entries and use days under this paragraph (b)(2)(v), with an opportunity for public comment.

(B) By October 1, 1997, the superintendent will determine, with the director's approval, whether studies have been completed and sufficient scientific and other information has been developed to support an increase in cruise ship entries for the 1998 summer season (June 1 through August 31) while assuring protection of the values and purposes of Glacier Bay National Park and Preserve. Any increase will be subject to the maximum daily limit of two vessel use-days. If the superintendent recommends an increase, the superintendent will publish a document of the increase in the *Federal Register* with an opportunity for public comments.

(C) By October 1 of each year (beginning in 1998), the superintendent will determine, with the director's approval, the number of cruise ship entries for the following summer season (June 1 through August 31). This determination will be based upon available scientific and other information and applicable authorities. The number will be subject to the maximum daily limit of two vessel use-days. The superintendent will publish a document of any revision in seasonal entries in the *Federal Register* with an opportunity for public comment.

(D) Nothing in this paragraph will be construed to prevent the superintendent from taking any action at any time to assure protection of the values and purposes of Glacier Bay National Park and Preserve.

(3) **Operating restrictions.** (i) Operating a vessel within one-quarter nautical mile of a whale is prohibited, except for a commercial fishing vessel actually trolling or setting or pulling long lines or crab pots as otherwise authorized by the superintendent.

(ii) The operator of a vessel accidentally positioned within one-quarter nautical mile of a whale shall immediately slow the vessel to ten knots or less, without shifting into reverse unless impact is likely. The operator shall then direct or maintain the vessel on as steady a course as possible away from the whale

until at least one-quarter nautical mile of separation is established. Failure to take such action is prohibited.

(iii) Pursuing or attempting to pursue a whale is prohibited.

(iv) **Whale water restrictions.** (A) May 15 through August 31, the following Glacier Bay waters are designated as whale waters.

(1) Lower bay waters, defined as waters north of an imaginary line drawn from Point Carolus to Point Gustavus; and south of an imaginary line drawn from the northernmost point of Lars Island across the northernmost point of Strawberry Island to the point where it intersects the line that defines the Beardslee Island group, as described in paragraph (b)(3)(vii)(A)(4) of this section, and following that line south and west to the Bartlett Cove shore.

(2) [Reserved]

(B) June 1 through August 31, the following Glacier Bay waters are designated as whale waters.

(1) Whidbey Passage waters, defined as waters north of an imaginary line drawn from the northernmost point of Lars Island to the northernmost point of Strawberry Island; west of imaginary lines drawn from the northernmost point of Strawberry Island to the southernmost point of Willoughby Island, the northernmost point of Willoughby Island (proper) to the southernmost point of Francis Island, the northernmost point of Francis Island to the southernmost point of Drake Island; and south of the northernmost point of Drake Island to the northernmost point of the Marble Mountain peninsula.

(2) East Arm Entrance waters, defined as waters north of an imaginary line drawn from the southernmost point of Sebree Island to the northernmost point of Sturgess Island, and from there to the westernmost point of the unnamed island south of Puffin Island (that comprises the south shore of North Sandy Cove); and south of an imaginary line drawn from Caroline Point across the northernmost point of Garforth Island to shore.

(3) Russell Island Passage waters, defined as waters enclosed by imaginary lines drawn from: the easternmost point of Russell Island due east to shore, and from the westernmost point of Russell Island due north to shore.

(C) The superintendent may designate temporary whale waters and impose motor vessel speed restrictions in whale waters. Maps of temporary whale waters and notice of vessel speed restrictions imposed pursuant to paragraph (b)(3)(iv)(C) shall be made available to the public at park offices at Bartlett Cove and Juneau, Alaska, and shall be submitted to the U.S. Coast Guard for publication as a "Notice to Mariners."

(D) Violation of a whale water restriction is prohibited. The following restrictions apply in designated whale waters:

(1) Except on vessels actually fishing as otherwise authorized the superintendent or vessels operating solely under sail, while in transit, operators of motor vessels over 18 feet in length will in all cases where the width of the water permits, maintain a distance of at least one nautical mile from shore, and, in narrower areas will navigate in mid-channel; *Provided, however*, that unless other restrictions apply, operators may perpendicularly approach or land on shore (*i.e.*, by the most direct line to shore) through designated whale waters.

(2) Motor vessel speed limits established by the superintendent pursuant to paragraph (b)(3)(iv)(C) of this section.

(v) **Speed restrictions.** (A) May 15 through August 31, in the waters of the lower bay as defined in paragraph (b)(3)(iv)(A)(1) of this section, the following are prohibited:

(1) Operating a motor vessel at more than 20 knots speed through the water; or

(2) Operating a motor vessel at more than 10 knots speed through the water, when the superintendent has designated a maximum speed of 10 knots (due to the presence of whales).

(B) July 1 through August 31, operating a motor vessel on Johns Hopkins Inlet south of 58°54.2'N. latitude (an imaginary line running approximately due west from Jaw Point) at more than 10 knots speed through the water is prohibited.

(vi) **Closed waters, islands and other areas.** The following are prohibited:

(A) Operating a vessel or otherwise approaching within 100 yards of South Marble Island; or Flapjack Island; or any of the three small unnamed islets approximately one nautical mile southeast of Flapjack Island; or Eider Island; or Boulder Island; or Geikie Rock; or Lone Island; or the northern three-fourths of Leland Island (north of 58E39.1'N. latitude; or any of the four small unnamed islands located approximately one nautical mile north (one island), and 1.5 nautical miles east (three islands) of the easternmost point of Russell Island; or Graves Rocks (on the outer coast); or Cormorant Rock, or any adjacent rock, including all of the near-shore rocks located along the outer coast, for a distance of 1 1/2 nautical miles, southeast from the mouth of Lituya Bay; or the surf line along the outer coast, for a distance of 1 1/2 nautical miles northwest of the mouth of the glacial river at Cape Fairweather.

(B) Operating a vessel or otherwise approaching within 100 yards of a Steller (northern) sea lion (*Eumetopias jubatus*) hauled-out on land or a rock or a nesting seabird colony; **Provided, however,** that vessels may approach within 50 yards of that part of South Marble Island lying south of 58E38.6'N. latitude (approximately the southern one-half of South Marble Island) to view seabirds.

(C) May 1 through August 31, operating a vessel, or otherwise approaching within 1/4 nautical mile of, Spider Island or any of the four small islets lying immediately west of Spider Island.

(D) May 1 through August 31, operating a cruise ship on Johns Hopkins Inlet waters south of 58E54.2'N. latitude (an imaginary line running approximately due west from Jaw Point).

(E) May 1 through June 30, operating a vessel or a seaplane on Johns Hopkins Inlet waters south of 58E54.2'N. latitude (an imaginary line running approximately due west from Jaw Point).

(F) July 1 through August 31, operating a vessel or a seaplane on Johns Hopkins Inlet waters south of 58E54.2'N. latitude (an imaginary line running approximately due west from Jaw Point), within 1/4 nautical mile of a seal hauled out on ice; except when safe navigation requires, and then with due care to maintain the 1/4 nautical mile distance from concentrations of seals.

(G) Restrictions imposed in this paragraph (b)(3)(vi) are minimum distances. Park visitors are advised that protection of park wildlife may require that visitors maintain greater distances from wildlife. *See*, 36 CFR 2.2 (Wildlife protection).

(vii) **Closed waters, motor vessels and seaplanes.** (A) May 1 through September 15, operating a motor vessel or a seaplane on the following water is prohibited:

(1) Adams Inlet, east of 135E59.2'W. longitude (an imaginary line running approximately due north and south through the charted (5) obstruction located approximately 2 1/4 nautical miles east of Pt. George).

(2) Rendu Inlet, north of the wilderness boundary at the mouth of the inlet.

(3) Hugh Miller complex, including Scidmore Bay and Charpentier Inlet, west of the wilderness boundary at the mouth of the Hugh Miller Inlet.

(4) Waters within the Beardslee Island group (except the Beardslee Entrance), that is defined by an imaginary line running due west from shore to the easternmost point of Lester Island, then along the south shore of Lester Island to its western end, then to the southernmost point of Young Island, then north along the west shore and east along the north shore of Young Island to its northernmost point, then at a bearing of 15E true to an imaginary point located one nautical mile due east of the easternmost point of Strawberry Island, then at a bearing of 345E true to the northernmost point of Flapjack Island, then at a bearing of 81E true to the northernmost point of the unnamed island immediately to the east of Flapjack Island, then southeasterly to the northernmost point of the next unnamed island, then southeasterly along the (Beartrack Cove) shore of that island to its easternmost point, then due east to shore.

(B) June 1 through July 15, operating a motor vessel or a seaplane on the waters of Muir Inlet north of 59E02.7'N. latitude (an imaginary line running approximately due west from the point of land on the east shore approximately 1 nautical mile north of the McBride Glacier) is prohibited.

(C) July 16 through August 31, operating a motor vessel or a seaplane on the waters of Wachusett Inlet west of 136E12.0'W longitude (an imaginary line running approximately due north from the point of land

on the south shore of Wachusett Inlet approximately 2 1/4 nautical miles west of Rowlee Point) is prohibited.

(viii) **Noise restrictions.** June 1 through August 31, except on vessels in transit or as otherwise permitted by the superintendent, the use of generators or other non-propulsive motors (except a windless) is prohibited from 10:00 p.m. until 6:00 a.m. in Reid Inlet, Blue Mouse Cove and North Sandy Cove.

(ix) **Other restrictions.** Notwithstanding any other provision of this Part, due to the rapidly emerging and changing ecosystems of, and for the protection of wildlife in Glacier Bay National Park and Preserve, including but not limited to whales, seals, sea lions, nesting birds and molting waterfowl:

(A) Pursuant to ??1.5 and 1.6 of this chapter, the superintendent may establish, designate, implement and enforce restrictions and public use limits and terminate such restrictions and public use limits.

(B) The public shall be notified of restrictions or public use limits imposed under this paragraph (b)(3)(ix) and the termination or relaxation of such, in accordance with ?1.7 of this chapter, and by submission to the U.S. Coast Guard for publication as a "Notice to Mariners," where appropriate.

(C) The superintendent shall make rules for the safe and equitable use of Bartlett Cove waters and for park docks. The public shall be notified of these rules by the posting of a sign or a copy of the rules at the dock. Failure to obey a sign or posted rule is prohibited.

(x) Closed waters and islands within Glacier Bay as described in paragraphs (b)(3)(iv) through (vii) of this section are described as depicted on *NOAA Chart #17318 GLACIER BAY (4th Ed., Mar. 6/93)* available to the public at park offices at Bartlett Cove and Juneau, Alaska.

(xi) Paragraphs (b)(3)(i) through (iii) of this section do not apply to a vessel being used in connection with federally permitted whale research or monitoring; other closures and restrictions in this paragraph (b)(3) do not apply to authorized persons conducting emergency or law enforcement operations, research or resource management, park administration/supply, or other necessary patrols.

(4) **Marine vessel visible emission standards.** Visible emissions from a marine vessel, excluding condensed water vapor, may not result in a reduction of visibility through the exhaust effluent of greater than 20 percent for a period or periods aggregating more than:

(i) three minutes in any one hour while underway, at berth, or at anchor; or

(ii) six minutes in any one hour during initial startup of diesel-driven vessels; or

(iii) 12 minutes in one hour while anchoring, berthing, getting underway or maneuvering in Bartlett Cove.

George T. Frampton, Jr. Date [5/30/96] - Assistant Secretary for Fish and Wildlife and Parks

Appendix 2 – Pollution Minimization Plan Elements

This document provides suggestions to help guide the preparation of pollution minimization plans (see 36 C.F.R. §13.65(b)(2)(ii)(A)) and to stimulate additional thoughts and ideas for future years. Among other things, we list pollution minimization measures that have been offered to the National Park Service in the past by cruise operators in the process of competing for cruise ship entries to Glacier Bay. We also provide initial suggestions for oil spill response planning and prevention which the Glacier Bay National Park staff has developed with assistance from the U.S. Coast Guard. The ideas set forth below are not exhaustive, nor are they mandatory requirements. We request that each cruise line, citing both vessel-specific and company-wide practices, present its best case for pollution minimization and prevention measures.

For each of the following categories, please describe the measures or actions the permit-holder would take to minimize or eliminate environmental impacts while operating in Glacier Bay National Park. Specifically, please describe: a) ongoing measures or measures the permittee could implement this year, and b) actions or measures the permittee could implement in future years.

1. **Air Quality:** What measures would the permittee take to reduce stack emission opacity and potential contaminant levels?
 - a. Please describe the equipment, technology and any other pertinent physical plant features associated with air pollution emissions and control for each vessel seeking entry.
 - b. Please describe operational methods which would be employed to reduce air pollution emissions for each vessel seeking entry. (Examples include: operating at constant RPM, not operating incinerators, reducing number of operating engines).
 - c. Please describe the opacity monitoring mechanisms in place for each vessel seeking entry. Please specify whether opacity data is recorded (either manually, digitally, or through videography) and whether an opacity alarm is in place.
 - d. Please describe how you would provide verification to the NPS that above stated equipment, technology and physical plant features and operational methods were fully employed to reduce stack emissions.

2. **Underwater Noise:** What measures would the permittee take to reduce underwater noise levels?
 - a. Please describe the equipment, technology and any other pertinent physical plant features associated with minimizing underwater noise for each vessel seeking entry (Examples include resilient mounted engines and other equipment) .
 - b. Please describe operational methods which would be employed to reduce underwater noise for each vessel seeking entry (Examples include: maintaining constant RPM; operating at constant, reduced speeds, maintaining appropriate engine loading).
 - c. Please describe any mechanisms in place for monitoring underwater noise for each vessel seeking entry.

- d. Please describe how you would provide verification to the NPS that above stated equipment, technology and physical plant features and operational methods were fully employed to reduce underwater noise.
2. **Oil Spill Response:** What measures would the permittee take to improve oil spill response capabilities?
 - a. Please describe equipment, technology and capability associated with oil spill response for each vessel seeking entry. Specifically, detail length of boom available, amount of absorbent material, etc.
 - b. Please describe training provided to staff and crew members in Bridge Resource Management and oil spill response. Specifically, detail which staff/crew members are trained; level of training; frequency of training.

In addition to the above categories required to be addressed in pollution minimization plans, the National Park Service invites description of other measures the permittee would take to reduce environmental impact or demonstrate environmental excellence. For example, with respect to water quality measures, will the permittee comply with a zero discharge policy in and near to Glacier Bay with respect to discharge of gray water, sanitation devices, incinerator ash, oil/water separator effluent? Will the permittee refrain from using disposable or lightweight tableware and cups on outside decks, or patrol the upper decks to reduce litter? Will the permittee provide information to passengers about reducing impacts of litter? As another example, what personnel training and accountability measures will permittee implement with respect to performance of environmental excellence in Glacier Bay?

Appendix 3 - Public Law 89-249 [Concessions Policy Act]

89th CONGRESS, H.R. 2091

October 9, 1965

An Act

Relating to the establishment of concession policies in the areas administered by National Park Service and for other purposes.

Be it enacted by the Senate and the House of Representatives of the United States of America in Congress Assembled, That in furtherance of the Act of August 25, 1916 (39 Stat. 535), as amended (16 USC 1), which directs the Secretary of the Interior to administer national park system areas in accordance with the fundamental purpose of conserving their scenery, wildlife, natural and historic objects, and providing for their enjoyment in a manner that will leave them unimpaired for the enjoyment of future generations, the Congress hereby finds that the preservation of park values requires that such public accommodations, facilities, and services as have to be provided within those areas should be provided only under carefully controlled safeguards against unregulated and indiscriminate use, so that the heavy visitation will not unduly impair these values and so that development of such facilities can best be limited to locations where the least damage to park values will be caused. It is the policy of the Congress that such development shall be limited to those that are necessary and appropriate for public use and enjoyment of the national park area in which they are located and that are consistent to the highest practicable degree with the preservation and conservation of the areas.

Sec. 2. Subject to the findings and policy stated in Section 1 of this Act, the Secretary of the Interior shall take such action as may be necessary to encourage and enable private persons and corporations (hereinafter referred to as "concessioners") to provide and operate facilities and services which he deems desirable for the accommodation of visitors in areas administered by the National Park Service.

Sec. 3. (a) Without limitation of the foregoing, the Secretary may include in contracts for the providing of facilities and services such terms and conditions, as in his judgement, are required to assure the concessioner of an adequate protection against loss of investment in structures, fixtures, improvements, equipment, supplies, and other tangible property provided by him for the purposes of the contract (but not against loss of anticipated profits) resulting from discretionary acts, policies, or decisions of the Secretary occurring after the contract has become effective under which acts, policies, or decisions the concessioner's authority to conduct some or all of his authorized operations under the contract ceases or his structures, fixtures, and improvements, or any of them, are required to be transferred to another party or to be abandoned, removed, or demolished. Such terms and conditions may include an obligation of the United States to compensate the concessioner for loss of investment, as aforesaid.

(b) The Secretary shall exercise his authority in a manner consistent with a reasonable opportunity for the concessioner to realize a profit on his operation as a whole commensurate with the capital invested and the obligations assumed.

(c) The reasonableness of a concessioner's rates and charges to the public shall, unless otherwise provided in the contract, be judged primarily by comparison with those current for facilities and services of comparable character under similar conditions, with due consideration for length of season, provision

for peakloads, average percentage of occupancy, accessibility, availability and costs of labor and materials, type of patronage, and other factors deemed significant by the Secretary.

(d) Franchise fee, however stated, shall be determined upon consideration of the probable value to the concessioner of the privileges granted by the particular contract or permit involved. Such value is the opportunity for net profit in relation to both gross receipts and capital invested. Consideration of revenue to the United States shall be subordinate to the objectives of protecting and preserving the areas and providing adequate and appropriate services for visitors at reasonable rates. Appropriate provisions shall be made for reconsideration of franchise fees at least every five years unless the contract is for a lesser period of time.

Sec. 4. The Secretary may authorize the operation of all accommodations, facilities, and services for visitors, or of all such accommodations, facilities, and services of generally similar character, in each area, or portion thereof, administered by the National Park Service by one responsible concessioner and may grant to such concessioner a preferential right to provide such new or additional accommodations, facilities, or services as the Secretary may consider necessary or desirable for the accommodation and convenience of the public. The Secretary may, in his discretion, grant extensions, renewals, or new contracts to present concessioners, other than the concessioner holding a preferential right, for operations substantially similar in character and extent to those authorized by their current contracts or permits.

Sec. 5. The Secretary shall encourage continuity of operation and facilities and services by giving preference in the renewal of contracts or permits and in the negotiation of new contracts or permits to the concessioners who have performed their obligations under prior contracts or permits to the satisfaction of the Secretary. To this end, the Secretary, at any time in his discretion, may extend or renew a contract or permit, or may grant a new contract or permit to the same concessioner upon the termination or surrender before expiration of a prior contract or permit. Before doing so, however, and before granting extensions, renewals or new contracts pursuant to the last sentence of Section 4 of this Act, the Secretary shall give reasonable public notice of his intention so to do and shall consider and evaluate all proposals received as a result thereof.

Sec. 6. A concessioner who has heretofore acquired or constructed or who hereafter acquires or constructs, pursuant to a contract and with the approval of the Secretary, any structure, fixture, or improvement upon land owned by the United States within an area administered by the National Park Service shall have a possessory interest therein, which shall consist of all incidents of ownership except legal title, and except as hereinafter provided, which title shall be vested in the United States. Such possessory interest shall not be construed to include or imply any authority, privilege, or right to operate or engage in any business or other activity, and the use or enjoyment of any structure, fixture, or improvement in which the concessioner has a possessory interest shall be wholly subject to the applicable provisions of the contract and laws and regulations relating to the area. The said possessory interest shall not be extinguished by the expiration or other termination of the contract and may not be taken for public use without just compensation. The said possessory interest may be assigned, transferred, encumbered, or relinquished. Unless otherwise provided by the parties, just compensation shall be an amount equal to the sound value of such structure, fixture, or improvement at the time of taking by the United States determined upon the basis of reconstruction cost less depreciation evidenced by its condition and prospective serviceability in comparison with a new unit of like kind, but not to exceed fair market value. The provisions of this section shall not apply to concessioners whose current contracts do not include recognition of a possessory interest, unless in a particular case the Secretary determines that equitable considerations warrant recognition of such interest.

Sec. 7. The provisions of section 321 of the Act of June 30, 1932 (47 Stat. 412; 40 USC 303(b)), relating to the leasing of buildings and properties of the United States, shall not apply to privileges, leases, permits, and contracts granted by the Secretary of the Interior for the use of lands and improvements thereon, in areas administered by the National Park Service, for the purpose of providing accommodations, facilities, and services for the visitors thereto, pursuant to the Act of August 25, 1916 (39 Stat. 535), as amended, or the Act of August 21, 1935, chapter 593 (49 Stat. 666; 16 USC 461-467, as amended.

Sec. 8. Subsection (h) of Section 2 of the Act of August 21, 1935, the Historical Sites, Buildings, and Antiquities Act (49 Stat. 666; 16 USC 462(h)), is amended by changing the proviso therein to read as follows: "Provided that the Secretary may grant such concessions, leases, or permits and enter into contracts relating to the same with responsible persons, firms, or corporations without advertising and without securing competitive bids."

Sec. 9. Each concessioner shall keep such records as the Secretary may prescribe to enable the Secretary to determine that all terms of the concession contract have been and are being faithfully performed, and the Secretary and his duly authorized representatives shall, for the purpose of audit and examination, have access to said records and to other books, documents, and papers of the concessioner pertinent to the contract and all the terms and conditions thereof.

The Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of five (5) calendar years after the close of business year of each concessioner or subconcessioner have access to and the right to examine any pertinent books, records, documents, or papers of the concessioner or subconcessioner related to the negotiated contract or contracts involved.

Approved October 9, 1965, 6:35 a.m.

LEGISLATIVE HISTORY:

HOUSE REPORT No. 591 (Comm. on Interior and Insular Affairs).

SENATE REPORT No. 765 (Comm. on Interior and Insular Affairs).

CONGRESSIONAL RECORD, Vol. 111 (1965): Sept. 14: Considered and passed House. Sept. 23: Considered and passed Senate.

Appendix 4 - 36 CFR Part 51: Concession Contracts and Permits

- 51.1 Authority.
- 51.2 Policy.
- 51.3 Definitions.
- 51.4 Solicitation and award of concession contracts where no right of preference exists.
- 51.5 Solicitation and award of concession contracts where a right of preference exists.
- 51.6 Preferential right for additional services where a right to additional services and facilities exists by specific contract provisions.
- 51.7 Sale, assignment, or encumbrance of concession contracts and assets.
- 51.8 Public availability of concessions information.
- 51.9 Information Collection.

Authority: The Act of August 25, 1916, as amended and supplemented, 16 U.S.C. 1 *et seq.*, particularly the Concessions Policy Act of 1965, 16 U.S.C. 20 *et seq.*, and 16 U.S.C. 3.

51.1 Authority.

Concession contracts and permits are awarded by the Director on behalf of the Secretary of the Interior pursuant to the authority of the Act of August 25, 1916, as amended and supplemented, 16 U.S.C. 1 *et seq.*, particularly, the Concessions Policies Act of 1965, 16 U.S.C. 20 *et seq.*, and 16 U.S.C. 3. All concession contracts and permits are subject to the requirements of this part 51. They are not federal procurement contracts or permits within the meaning of statutory or regulatory requirements applicable to federal procurement actions. Commercial use licenses are not concession contracts or permits, and, particularly, a commercial use licensee (or a person holding a similar nonconcession authorization) has no right of preference in renewal.

51.2 Policy.

It is the policy of the Secretary of the Interior, as mandated by law, to permit concessions in park areas only under carefully controlled safeguards against unregulated and indiscriminate use so that heavy visitation will not unduly impair park values and resources.

Concession activities in park areas shall be limited to those that are necessary and appropriate for public use and enjoyment of the park areas in which they are located and that are consistent to the highest practicable degree with the preservation and conservation of the park areas.

51.3 Definitions.

The following definitions shall apply to this part 51:

- (a) **Concession contracts** and **concession permits** (or **contracts** and **permits**) are agreements between the Director and a concessioner whereby the concessioner agrees to provide certain visitor accommodations, facilities or services within a park area under the administration of the Director. The Director authorizes concession operations by both contracts and permits. Contracts are used for larger operations and permits for those of less complexity. Throughout this document, wherever the term **contract** or **concession contract** are used, they shall, unless otherwise indicated, refer to both types of authorization documents.
- (b) **Right of Preference** refers to the right of an existing satisfactory concessioner to a preference in the extension or renewal of its contract or a new contract concerning all or part of substantially the same accommodations, facilities and services as provided by concessioner under the terms of its existing

contract if the Director chooses to continue to authorize all or part of such accommodations, facilities and services in an extended, renewed or new contract as necessary and appropriate concession activities.

(c) **Preferential Right** refers to a contractual right which may be included in concession contracts (not permits) in the discretion of the Director to provide new or additional visitor accommodations, facilities and services of the same character as authorized under the concessioner's contract if the Director considers such new or additional concession activities necessary and appropriate for the accommodation and convenience of the public. A preferential right to new or additional services shall be granted only upon a specific written finding by the Director that the granting of such a contractual right because of exceptional circumstances is in the public interest.

(d) The term **Director** refers to the Director of the National Park Service or an authorized representative.

51.4 Solicitation and award of concession contracts where no right of preference exists.

The following procedures shall be applicable to the solicitation and award of concession contracts, including renewals and extensions of concession contracts, where no right of preference to the contract exists:

(a) The Director shall issue a prospectus soliciting proposals describing the concession operation to be authorized, the material terms and conditions of the proposed concession contract, and the principal factors considered in selection. Advertisement of the availability of the concession opportunity shall be published in the Commerce Business Daily and, for contracts or permits requiring Congressional review pursuant to 16 U.S.C. 1a-7(c), in the **Federal Register**. Notices may also be published, if appropriate, in local or national newspapers or trade magazines. The notice will be distributed to interested parties and organizations. The prospectus will be made available upon request to all interested parties and will allow a reasonable period of time for submission of offers with a minimum of 60 days unless a written determination is made that a shorter period is necessary because of exceptional circumstances. All offers received shall be evaluated by the Director, and the offeror submitting the offer considered best by the Director on an overall basis shall be awarded the contract.

(b) The principal factors to be considered in selection of the best offer shall be:

- (1) The experience and related background of the offeror;
- (2) The offeror's financial capability; and
- (3) Conformance to the terms and conditions of the prospectus in relation to quality of service to the visitor.

Secondary factors shall include franchise fee offered and other factors as may be specified.

(c) The Director may solicit from any offeror additional written information or clarification of an offer, and may extend the solicitation period in his or her discretion. The Director may choose to reject all offers received at any time and resolicit or cancel the solicitation altogether in his or her discretion. Any material information made available to any offeror or other party by the Director is to be made available to all offerors, and will be available to the public upon request.

(d) The execution of the final contract by the selected offeror shall occur promptly upon award within a time period established by the Director. Failure by the selected offeror to execute the final contract in this period shall result in cancellation of the award by the Director and resolicitation or award to another offeror. Substantive amendments which improve the proposed terms and conditions of the contract for the offeror, as compared to those set forth in the prospectus, may be permitted only after solicitation of the amended concession opportunity for an appropriate period of time. Changes benefiting only the Government do not require solicitation. Concession contracts with anticipated annual gross receipts in excess of \$100,000 or of five (5) years or more in duration, shall be forwarded to the Congress pursuant to 16 U.S.C. 1a-7(c) prior to execution by the Director. The Director may, in his or her discretion, terminate the award of a concession contract at any time prior to execution by the Government and resolicit or cancel the solicitation. No offeror or other interested party shall be considered to have

obtained compensable or other legal rights as a result of a resolicited or canceled solicitation or award of a concession contract.

(e) The terms and conditions of the solicitation must represent the requirements of the Director and not be developed to accommodate the capabilities or limitations of any particular party.

(f) Upon a written determination that exceptional circumstances warrant waiver of the procedures described in this subsection in the public interest, to protect visitor or park resources or otherwise, the Director may negotiate a concession contract with any qualified party without public notice or advertising.

51.5 Solicitation and award of concession contracts where a right to preference exists.

Except as follows, the procedures described in 51.4 shall apply to the solicitation and award of concession contracts, including renewals and extensions of contracts, where an existing satisfactory concessioner is entitled to a right of preference to the contract:

(a) Prior to the issuance of a prospectus, the Director shall determine, based on annual evaluations conducted during the term of the contract, whether or not the existing concessioner has performed in a satisfactory, marginal, or unsatisfactory manner over the term of the contract. The annual evaluations shall be based on the concessioner's operational performance as well as its compliance with the terms and conditions of the contract. In addition, if the concessioner is rated unsatisfactory in the year prior to the issuance of the prospectus or marginal during the two years preceding the issuance of the prospectus, the concessioner's overall performance shall not be considered satisfactory. If the concessioner's overall performance over the term of the concession contract is determined to have been satisfactory it is entitled to the preference in the renewal of its contract as described herein. However, if, after a prospectus which recognizes a right of preference is issued, a concessioner is rated pursuant to an annual evaluation as unsatisfactory by the Director, the Director shall cancel the solicitation or contract award and reissue the solicitation without a right of preference. A concessioner whose overall performance has been less than satisfactory as determined by the Director is not entitled to a right of preference. Additionally, if a concessioner has or will have operated less than two (2) consecutive years prior to the expiration of its contract as a result of acquiring, subsequent to the effective date of these regulations, a concession, or a controlling interest in a concession, as described in 51.7(b) hereof, by a transfer, purchase, assignment, or otherwise, the concessioner shall not be entitled to a right of preference in the renewal of its contract. For the purposes of this section, the concessioner's first day of operation will be considered the date on which the Director approved in writing the acquisition in question. The Director may, in his or her discretion, grant an exception from this two (2) year provision if the Director determines that the transaction was a result of circumstances beyond the selling or transferring concessioner's control.

(b) A prospectus will be developed by the Director and will describe the existing satisfactory concessioner's right of preference, if any, as well as the material terms and conditions under which the Director proposes to award the contract.

(c) The concessioner with a right of preference shall be required to submit a responsive offer (a timely offer which the Director determines meets the terms and conditions of the prospectus) pursuant to the prospectus. If the concessioner fails to do so, the right of preference shall be considered to have been waived and the contract shall be awarded to the party submitting the best responsive offer. If no other responsive offers were received, the concession opportunity shall be resolicited and no right of preference shall apply to the concession opportunity unless the concession opportunity is resolicited upon terms and conditions that are substantially different from the terms and conditions of the initial prospectus. Such award to another responsive offeror or resolicitation without a right of preference shall also occur where a concessioner with a right of preference is awarded a contract but fails to execute it within the time period established by the Director.

(d) All responsive offers received pursuant to a prospectus where a right of preference is applicable to the concession opportunity shall be evaluated on an equal basis. If an offer other than a responsive offer of

the existing satisfactory concessioner is determined to be the best offer, the party submitting the best offer will be awarded the contract or permit, provided that the existing satisfactory concessioner shall be given an opportunity to amend its offer to meet the terms and conditions of the best offer. If the existing satisfactory concessioner does so within the period of time allowed by the Director, and its offer, as amended, is, in the judgment of the Director, at least substantially equal to the best offer and the existing concessioner is capable of carrying out its terms, the existing concessioner shall be selected for award of the contract upon the amended terms and conditions.

(e) The requirement for public notice and evaluation of offers received may not be waived.

51.6 Preferential right for additional services where a right to additional services and facilities exists by specific contract provisions.

Where the Director seeks to authorize new or additional accommodations, facilities and services of generally the same character as provided by an existing satisfactory concessioner in a park area, and such concessioner by concession contract has a right to provide such additional services, the Director independently shall develop a description of the new or additional services and the terms and conditions upon which they are to be provided without reference to any private party, including the existing concessioner, and give the existing concessioner a reasonable opportunity to review such descriptions to determine if it wishes to provide the services. If so, the Director shall authorize the additional services by amendment to the concessioner's contract. If the existing concessioner does not agree to provide the additional services upon the terms and conditions described, the Director shall authorize the additional services to be provided by a new concessioner under substantially the same terms and conditions and pursuant to the procedures of 51.4 hereof.

51.7 Sale, assignment or encumbrance of concession contracts and assets.

(a) Concession contracts, or operations authorized thereby, controlling interests therein, or assets of a concessioner, may not be transferred sold, assigned, or encumbered in any manner, including, but not limited to, stock purchases, mergers, consolidations, reorganizations, mortgages, liens or collateralization, except with the prior written approval of the Director. Such approval is not a matter of right to the concessioner. Transfers, sales, assignments, or encumbrances consummated in violation of this requirement shall be considered null and void by the Director and a material breach of the contract resulting in termination of the contract for cause.

(b) The term "controlling interest" as used herein means, in the case of corporate concessioners, an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the concessioner or related entities so as to permit exercise of managerial authority over the actions and operations of the concessioner or election of a majority of the Board of Directors of the concessioner, and, in the instance of a partnership, limited partnership, joint venture or individual entrepreneurship, beneficial ownership of the capital assets of the concessioner so as to permit exercise of managerial authority over the actions and operations of the concessioner. In other circumstances, the term refers to any arrangement under which a third party gains the ability to exercise managerial authority over the actions operations of the concessioner.

(c) Prior to consummating any transaction which may constitute the type of transaction described in subsection (a) hereof, the concessioner will request the Director in writing to review the transaction and provide the Director the following information:

- (1) All instruments proposed to implement the transaction
- (2) An opinion of counsel from the buyer to the effect that the proposed transaction is lawful under all applicable Federal and State laws;
- (3) A narrative description of the proposed transaction and the operational plans for conducting the operation;
- (4) A statement as to the existence of any litigation questioning the validity of the proposed transaction;

- (5) A description of the management qualifications and financial background of the proposed transferee, if any;
- (6) A statement as to whether the proposed transaction constitutes the sale, assignment or transfer of a controlling interest as described herein and the particulars thereof;
- (7) A detailed description of the financial aspects of the proposed transaction including but not limited to prospective financial statements (a "forecast") that have been examined by an independent accounting firm and that demonstrate to the satisfaction of the Director that the purchase price is reasonable based on the objective of having a satisfactory concession operation that will generate a reasonable profit over the remaining term of the contract, with rates to the public not exceeding existing approved rates;
- (8) A schedule which allocates in detail the purchase price to the assets acquired, together with the basis for the allocation;
- (9) If the transaction may result in an encumbrance on the concessioner's assets, full particulars of the terms and conditions of the encumbrance; and
- (10) Such other information as the Director may require.

The Director may waive portions of these documentation requirements in circumstances where particular documents are considered unnecessary for the Director's review purposes.

(d) The Director may choose to disapprove a transaction as described herein in his or her discretion or may place appropriate conditions on any approval, including modification of the terms and conditions of the concession contract, as a condition of approval. Among other circumstances, the Director may choose not to approve a transaction if the concessioner does not accept appropriate modifications intended to assure that consideration flowing to the Government under the contract is consistent with the probable value of the privileges granted by the contract. The Director shall not approve a transaction that the Director considers may result in decreased quality of service to the public, the lack of a reasonable opportunity for profit over the remaining term of the contract, or in rates higher than comparable rates being charged to the public. Further, the Director shall not approve a transaction if a significant portion of the purchase price is attributable either directly or indirectly to intangible assets or values emanating from the privileges granted by the concession contract (including, but not limited to, a right of preference in contract renewal, user days, allocated entries or trips, and low fees and charges). 16 U.S.C. 3 and certain concession contracts contain provisions which limit the purposes for which contracts may be encumbered. Such limitations are an element of the Director's review of such transactions. In addition, the Director shall not exercise the authorities contained in this section with respect to concession contracts in effect prior to the effective date of these regulations if the Director considers that such exercise would constitute a material breach of the terms of the concession contract at issue.

51.8 Public availability of concessions information.

Among other information which may be required by contract or otherwise, the following information shall be contained in the financial statements submitted to the Director by a concessioner and shall be made available to the public by the Director: Gross receipts broken out by department for the 3 most recent years; franchise fees charged broken out by building use fee and percentage fee for the 3 most recent years; merchandise inventories for the 3 most recent years; and the depreciable fixed assets and net depreciable fixed assets of the concessioner. Other information may also be made available to the public to the extent permitted by law. The authority in this section shall not be exercised by the Director with respect to contracts in effect prior to the effective date of these regulations if the Director determines that such exercise would constitute a material breach of the concession contract at issue.

51.9 Information collection.

(a) The collections of information contained in this rule have been approved by the Office of Management and Budget as required by 44 U.S.C. 3051 *et seq.* and assigned clearance numbers 1024-0095 (contracting

procedures, 51.4-51.6), and 1024-0096 (sales and transfers, 51.7). Response is required to obtain a benefit in accordance with 16 U.S.C. 20, *et seq.*

(b) The public reporting burden for the collection of information for the purpose of preparing an offer in response to a contract solicitation is estimated to average 80 hours per offer. The public reporting burden for the collection of information for the purpose of reporting a sale or transfer of a concession operation is estimated to be 160 hours for a large operation, and 32 hours for a small operation. Please send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Information Collection Officer, National Park Service, 1100 L Street, NW., Washington, DC 20013; and the Office of Management and Budget, Paperwork Reduction Act (1024-0095 and 1024-0096), Washington, DC 20503.

Dated: June 12, 1992.

Michael Hayden, Assistant Secretary for Fish and Wildlife and Parks.

[FR Doc. 92-20843 Filed 9-2-92; 8:45 am]

Federal Register / Vol. 57, No. 172 /Thursday, September 3, 1992/Rules and Regulations - page 40503

Appendix 5 - 36 CFR Part 13 – ANILCA § 1307

1. The authority citation for part 13 continues to read as follows:

Authority: 16 U.S.C. 1, 3, 462(k), 3101 et seq.; '13.65 also issued under 16 U.S.C. 1a-2(h), 20, 1361, 1531, 3197.

2. Section 13.2 is amended by redesignating paragraph (e) as paragraph (f), and a new paragraph (e) is added to read as follows:

§13.2 Applicability and scope.

* * * * *

(e) Subpart D of this part 13 contains regulations applicable to authorized visitor service providers operating within certain park areas. The regulations in subpart D of this part amend in part the general regulations contained in this chapter.

* * * * *

3. In part 13, a new Subpart D is added to read as follows:

SUBPART D - SPECIAL VISITOR SERVICES REGULATIONS

Sec.

- 13.80 Applicability and scope.
- 13.81 Definitions.
- 13.82 Historical operators.
- 13.83 Preferred operators.
- 13.84 Preference to Cook Inlet Region, Incorporated.
- 13.85 Most directly affected Native Corporation.
- 13.86 Appeal procedures.
- 13.87 Information collection.

SUBPART D - SPECIAL VISITOR SERVICES REGULATIONS

§13.80 Applicability and scope.

(a) Except as otherwise provided for in this section, the regulations contained in this part apply to visitor services provided within all national park areas in Alaska.

(b) The rights granted by this subpart to historical operators, preferred operators, and Cook Inlet Region, Incorporated are not exclusive. The Director may authorize other persons to provide visitor services on park lands. Nothing in this subpart shall require the Director to issue a visitor services authorization if not otherwise mandated by statute to do so. Nothing in this subpart shall authorize the Director to issue a visitor services authorization to a person who is not capable of carrying out its terms and conditions in a satisfactory manner.

8 This subpart does not apply to the guiding of sport hunting or sport fishing.

§13.81 Definitions.

The following definitions apply to this subpart:

(a) **Best offer** means a responsive offer that best meets, as determined by the Director, the selection criteria contained in a competitive solicitation for a visitor services authorization.

(b) **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. **Controlling interest** in the case of a partnership, limited partnership, joint venture, or individual entrepreneurship, means a beneficial ownership of or interest in the entity or its capital so as to permit the exercise of managerial authority over the actions and operations of the entity. In other circumstances, **controlling interest** means any arrangement under which a third party has the ability to exercise management authority over the actions or operations of the business.

(c) **Director** means the Director of the National Park Service or an authorized representative.

(d) **Historical operator**, except as otherwise may be specified by a statute other than ANILCA, means the holder of a valid written authorization from the Director to provide visitor services within a park area that:

(1) On or before January 1, 1979, was lawfully engaged in adequately providing such visitor services in the applicable park area;

(2) Has continued, as further defined in §13.82, to lawfully provide that visitor service since January 1, 1979, without a change in controlling interest; and

(3) Is otherwise determined by the Director to have a right to continue to provide such services or similar services pursuant to §13.82.

(e) **Local area** means an area in Alaska within 100 miles of the location within the park area where any of the applicable visitor services is authorized to be provided.

(f) **Local resident** means:

(1) For **individuals**. Those individuals who have lived within the local area for 12 consecutive months before issuance of a solicitation of offers for a visitor services authorization for a park area and who maintain their primary, permanent residence and business within the local area and whenever absent from this primary, permanent residence, have 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.

(2) For **corporations**. A corporation in which the controlling interest is held by an individual or individuals who qualify as **local resident(s)** within the meaning of this subpart. For non-profit corporations a majority of the board members and a majority of the officers must qualify individually as local residents.

(g) **Native corporation** means the same as defined in section 102(6) of ANILCA.

(h) **Preferred operator** means a Native Corporation that is determined under §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.

(i) **Responsive offer** is one that is timely received and meets the terms and conditions of a solicitation for a visitor services authorization.

(j) **Visitor services authorization** is a written authorization from the Director to provide visitor services in a park area. Such authorization may be in the form of a concession permit, concession contract, or other document issued by the Director under National Park Service policies and procedures.

§13.82 Historical operators.

(a) A historical operator will have a right to continue to provide visitor services in a park area under appropriate terms and conditions contained in a visitor services authorization issued by the Director as long as such services are determined by the Director to be consistent with the purposes for which the park area was established. A historical operator may not operate without such an authorization. The authorization will be for a fixed term. Failure to comply with the terms and conditions of the authorization will result in cancellation of the authorization and consequent loss of historical operator rights under this subpart.

(b) Nothing in this subpart will prohibit the Director from permitting persons in addition to historical operators to provide visitor services in park areas at the Director's discretion as long as historical

operators are permitted to conduct a scope and level of visitor services equal to those provided before January 1, 1979, under terms and conditions consistent with this subpart. A historical operator may be permitted by the Director under separate authority to increase the scope or level of visitor services provided prior to January 1, 1979, but no historical operating rights will be obtained in such increase.

8 If a historical operator applies for a visitor services authorization in the form of a joint venture, the application will not be considered as validly made unless the historical operator demonstrates, to the satisfaction of the Director, that it has the controlling interest in the joint venture.

(d) A historical operator may apply to the Director for an authorization or amended authorization to provide visitor services similar to those it provided before January 1, 1979. The Director will grant the request if such visitor services are determined by the Director to be:

(1) Consistent with the protection of park resources and the purposes for which the park area was established;

(2) Similar in kind and scope to the visitor services provided by the historical operator before January 1, 1979; and

(3) Consistent with the legal rights of any other person.

(e) When a historical operator's visitor services authorization expires, and if the applicable visitor services continue to be consistent with the purposes for which the park area was established as determined by the Director, the Director will offer to renew the authorization for a fixed term under such new terms and conditions as the Director determines are in the public interest.

(f) If the Director determines that authorized visitor services must be curtailed or reduced in scope, level, or season to protect park resources, or for other purposes, the Director will require the historical operator to make such changes in visitor services. If more than one historical operator providing the same type of visitor services is required to have those services curtailed, the Director will establish a proportionate reduction of visitor services among all such historical operators, taking into account historical operating levels and other appropriate factors so as to achieve a fair curtailment of visitor services among the historical operators. If the level of visitor services must be so curtailed that only one historical operator feasibly may continue to provide the visitor services, the Director will select one historical operator to continue to provide the curtailed visitor services through a competitive selection process.

(g) Any of the following will result in loss of historical operator status:

(1) Revocation of an authorization for historic types and levels of visitor services for failure to comply with the terms and conditions of the authorization.

(2) A historical operator's declination of a renewal of the authorization made pursuant to paragraph (d) of this subsection.

(3) A change in the controlling interest of the historical operator through sale, assignment, devise, transfer, or by any other means, direct or indirect. A change in the controlling interest of a historical operator that results only in the acquisition of the controlling interest by an individual or individuals who were personally engaged in the visitor services activities of the historical operator before January 1, 1979, will not be deemed a change in the historical operator's controlling interest for the purposes of this subpart.

(4) A historical operator's failure to provide the authorized services for more than 24 consecutive months.

(h) The Director may authorize other persons to provide visitor services in a park area in addition to historical operators.

§13.83 Preferred operators.

(a) In selecting persons to provide visitor services for a park area, the Director will, if the number of visitor services authorizations is to be limited, give a preference (subject to any rights of historical operators or CIRI under this subpart) to preferred operators determined qualified to provide such visitor services.

(b) In such circumstances, the Director will publicly solicit competitive offers for persons to apply for a visitor services authorization, or the renewal of such an authorization, to provide such visitor services pursuant to 36 CFR Part 51 and/or other National Park Service procedures. All offerors, including preferred operators, must submit a responsive offer to the solicitation in order to be considered for the authorization. If the best offer from a preferred operator is at least substantially equal to the best offer from a non-preferred operator, the preferred operator will receive authorization. If an offer from a person besides a preferred operator is determined to be the best offer (and no preferred operator submits a responsive offer that is substantially equal to it), the preferred operator who submitted the best offer from among the offers submitted by preferred operators will be given the opportunity, by amending its offer, to meet the terms and conditions of the best offer received. If the amended offer of such a preferred operator is considered by the Director as at least substantially equal to the best offer, the preferred operator will receive the visitor service authorization. If a preferred operator does not amend its offer to meet the terms and conditions of the best offer, the Director will issue the authorization to the person who submitted the best offer in response to the solicitation.

(c) The Native Corporation(s) determined to be "most directly affected" under this subpart and local residents have equal preference. The rights of preferred operators under this section take precedence over the right of preference that may be granted to existing satisfactory National Park Service concessioners pursuant to the Concessions Policy Act (16 U.S.C. 20) and its implementing regulations and procedures, but do not take precedence over the rights of historical operators or CIRI as described in this subpart.

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

(e) Nothing in this subpart will prohibit the Director from authorizing persons besides preferred operators to provide visitor services in park areas as long as the procedures described in this section have been followed. Preferred operators are not entitled by this section to provide all visitor services in a park area.

(f) The preferences described in this section may not be sold, assigned, transferred or devised, directly or indirectly.

§13.84 Preference to Cook Inlet Region, Incorporated.

(a) The Cook Inlet Region, Incorporated (CIRI), in cooperation with village corporations within the Cook Inlet region when appropriate, will have a right of first refusal to provide new visitor services within that portion of Lake Clark National Park and Preserve that is within the boundaries of the Cook Inlet region. In order to exercise this right of first refusal, the National Park Service will publicly solicit competitive offers for the visitor services authorization pursuant to 36 CFR Part 51 or other applicable National Park Service procedures. CIRI must submit a responsive offer within 90 days of such solicitation. If CIRI makes such an offer and is determined by the Director to be capable of carrying out the terms and conditions of the visitor services authorization, it will receive the authorization. If it does not, the authorization may be awarded to another person pursuant to usual National Park Service policies and procedures if otherwise appropriate.

(b) The CIRI right of first refusal will have precedence over the rights of preferred operators. An offer from CIRI under this section, if the offer is in the form of a joint venture, will not be considered valid unless it demonstrates to the satisfaction of the Director that CIRI has a controlling interest in the joint venture.

(c) The CIRI right of first refusal may not be sold, transferred, devised or assigned, directly or indirectly.

§13.85 Most directly affected Native Corporation.

(a) Before the award of the first visitor service authorization in a park area to be made after the effective date of this subpart, the Director will provide an opportunity for any Native Corporation interested in providing visitor services within the applicable park area to submit an application to the superintendent to

be determined the Native Corporation most directly affected by the establishment or expansion of the park area by or under the provisions of ANILCA. An application from an interested Native Corporation will include the following information:

- (1) Name, address, and phone number of the Native Corporation; date of incorporation; its articles of incorporation and structure;
- (2) Location of the corporation's population center or centers; and
- (3) An assessment of the socioeconomic impacts, including historical and traditional use and land-ownership patterns and their effects on the Native Corporation as a result of the expansion or establishment of the applicable park area by ANILCA.
- (4) Any additional information the Native Corporation considers relevant or the Director may reasonably require.

(b) Upon receipt of all applications from interested Native Corporations, the Director will determine the "most directly affected" Native Corporation considering the following factors:

- (1) Distance and accessibility from the corporation's population center and/or business address to the applicable park area; and
- (2) Socioeconomic impacts, including historical and traditional use and landownership patterns, on Native Corporations and their effects as a result of the expansion or establishment of the applicable park area; and
- (3) Information provided by Native Corporations and other information considered relevant by the Director to the particular facts and circumstances of the effects of the establishment or expansion of the applicable park area.

(c) In the event that more than one Native Corporation is determined to be equally affected within the meaning of this section, each such Native Corporation will be considered as a preferred operator under this subpart.

(d) The Director's most directly affected Native Corporation determination applies to the award of all future visitor service authorizations for the applicable park area. However, a Native Corporation that did not apply for this determination in connection with an earlier visitor services authorization may apply for a determination that it is an equally affected Native Corporation for the applicable park area in connection with a later visitor services authorization. Such subsequent applications must contain the information required by paragraph (a) of this section, and must be made in a timely manner as described by the Director in the applicable solicitation document so as not to delay the consideration of offers for the visitor services authorization.

§13.86 Appeal procedures.

An appeal of the denial of rights with respect to providing visitor services under this subpart may be made to the next higher level of authority. Such an appeal must be submitted in writing within 30 days of receipt of the denial. Appeals must set forth the facts and circumstances that the appellant believes support the appeal. The appellant may request an informal meeting to discuss the appeal with the National Park Service. After consideration of the materials submitted by the appellant and the National Park Service record of the matter, and meeting with the appellant if so requested, the Director will affirm, reverse, or modify the denial appealed and will set forth in writing the basis of the decision. A copy of the decision will be forwarded to the appellant and will constitute the final administrative decision in the matter. No person will be considered to have exhausted administrative remedies with respect to a denial of rights to provide visitor services under this subpart until a final administrative decision has been made pursuant to this section.

§13.87 Information collection.

(a) The information collection requirements contained in this part have received emergency approval from the Office of Management and Budget under 44 U.S.C. 3507, *et seq.*, for the basic contracting

Appendix 6 - Glacier Bay National Park Compendium

GLACIER BAY NATIONAL PARK AND PRESERVE COMPENDIUM

November 11, 1997 Draft

[Note: This is a draft document. The appendix maps are available at Glacier Bay National Park, Bartlett Cove Headquarters, Gustavus, Alaska]

Under the provisions of Titles 36 and 43 of the Code of Federal Regulations, adopted pursuant to Titles 16 and 18 of the United States Code, the following designations, closures, permit requirements and other restrictions are imposed under the discretionary authority granted to the park superintendent. The requirements and restrictions found at this compendium are derived from *and supplement* the cited regulations found at Titles 36 and 43 of the Code of Federal Regulations. It is important to read and view this compendium in context with these regulations, and to understand that this compendium represents but a portion of the general NPS and special park regulations applicable to the management and protection of Glacier Bay National Park and Preserve. This compendium lists all sections of Titles 36 and 43 CFR which provide a superintendent with discretionary authority regardless of whether any restriction has or has not been imposed.

PART 1. GENERAL PROVISIONS

1.5 Closures and public use limits

(a)(1) Visiting hours, public use limits, closures No restrictions in effect.

(a)(2) Designated areas for specific use or activity No designations in effect.

1.6(f) Compilation of activities requiring a permit (36 CFR)

- Collecting Research Specimens, (2.5)
- Special Events, (2.52(a))
- Public Assemblies and meetings,
- Sale and distribution of printed matter, (2.52(a))
- Residing on federal lands, (2.61(a))
- Memorialization and scattering of ashes, (2.62(b))
- Transporting lawfully taken wildlife across the park (2.2(d))
- Boating (3.3)
- Grazing, (2.60(a)(3))
- Commercial operations (5.3)
- Commercial photography (5.5)
- Construction of buildings (5.7)
- Repair or construction of any structure or facility, airstrip on federal lands, (5.7)
- Mining operations (9.9(a)) an approved Plan of Operations (in lieu of permit)
- Backcountry camping (13.30 (d)(2))
- Using aircraft access for subsistence (13.45(a)),(13.73(a)2))
- Cutting of live standing timber greater than 3 inches in diameter for non-commercial subsistence uses (13.49)
- Abandoned property, leaving property unattended for over 12 months, (13.22)
- Cabins on federal lands-
- General use and occupancy,(13.17(e)(1) & (2))

- Commercial fishing, (13.17(e)(3))
- Subsistence, (13.17(e)(4))
- For taking of fish and wildlife-temporary, (13.17(e)(7))
- Cabins otherwise authorized by law, (13.17(e)(8))

1.6(f) Compilation of activities requiring a permit (43 CFR PART 36)

- Access to inholdings where access is not made by aircraft, snowmachines, motorboat or non-motorized surface transportation (43 CFR 36.10(b))
- Use of Non-motorized Surface Transportation - Non-commercial Alsek River Permit (43 CFR 36.11(e))
- Salvaging, Removing, Possessing Aircraft (43 CFR, 36.11(f)(3)(ii))
- Helicopter landings (43 CFR, 36.11(f)(4))
- Off-road vehicle(ORV)use,(43 CFR 36.11(g)(2))
- Temporary access across federal land for survey, geophysical or exploratory work (43 CFR 36.12(c))

TITLE 36 CODE OF FEDERAL REGULATIONS

PART 2. RESOURCE PROTECTION, PUBLIC USE AND RECREATION

2.1(a)(4) Designated areas for collection of dead wood

Dead and down wood, other than interstadial wood (aged wood preserved in glacial deposits) may be collected for use as fuel within the park. (Superseded by 13.20(a)(4) in the ANILCA Park and Preserve additions.)

2.1(a)(5) Designated areas and conditions for walking, climbing on archeological cultural resource sites

No designations in effect.

2.1(b) Designating trails

No restrictions in effect.

2.1(c)(1-3) Designated fruits, berries harvested by hand.

The following may be gathered by hand for personal use or consumption:

- Unoccupied seashells
 - All edible berries and fruits
 - Edible mushrooms
 - Clams or mollusks taken in accordance with state regulations.
- (Superseded by 13.20(b)(1) and 13.49 in the ANILCA Park and Preserve additions.)

2.2(d) Established conditions and procedures for transporting lawfully taken wildlife through the Park area.

Wildlife legally taken outside the park may be transported by motor vehicle or vessel to private residences within the park for personal consumption.

Wildlife legally taken outside the park may be transported through the park provided the transporter contacts the superintendent verbally or in writing prior to entering the park and provides the following information:

- * Where the hunting took place.
- * Names and addresses of hunters
- * Means of access (aircraft/vessel descriptions and registration numbers)
- * Species hunted and taken
- * Approximate dates of transport
- * Agreement to show or locate kill location on map if contacted.

* Map clearly showing park boundaries

2.2(e) Designated areas for wildlife viewing with artificial light.

No restrictions in effect: State law applies.

2.3(d)(2) Designated waters open to bait fishing in fresh water

State law applies.

2.3(d)(8) Designated areas open for fishing from public boat docks, etc.

The Public Use Dock at Bartlett Cove is open to sport fishing.

2.4 (a)(2)(i) Carrying of weapons and traps at designated locations and times

No taking of wildlife authorized within areas designated as “Park”. Weapons and traps may not be carried within the pre-ANILCA area of the park (former Glacier Bay National Monument). (Note: see 2.4(a)(3), which authorizes possession of unloaded, inoperable, and inaccessible weapons in vehicles and vessels.) (Superseded by 13.19(b) in the ANILCA Park and Preserve additions.)

2.4 (a)(2)(ii) Carrying weapons at designated times and facilities for target practice

No designated facilities are available.

2.10 (a) Camping - designated sites, areas, conditions and permits

(Superseded by 13.18(a) and 13.30(d)(2).)

2.10 (d) Food storage - designated areas and methods

Bartlett Cove Campground Food Preparation

The cooking, consumption or preparation of food within the limits of the Bartlett Cove campground is prohibited. Food will be cooked, prepared and consumed in the intertidal zone adjacent to the campground.

Storage/Security Requirements

All food, fish, garbage, and equipment used to cook or store food (not being transported, consumed, or prepared for consumption) must be cached:

Bartlett Cove - In a sealed motor vehicle, vessel (excluding kayaks), building, approved bear resistant food container, bear resistant trash receptacle or designated food cache.

All Other Forested Areas - Secured in an approved bear-resistant container or suspended in a tree, at least 10 feet from the ground and 4 feet horizontally from the trunk and at least 4 feet down from the supporting branch.

All Other Unforested Areas - At least 100 yards from a campsite inside an approved, bear resistant container or in a vessel (excluding kayaks) anchored offshore.

2.11 Picnicking - designated areas

All areas of the park are open for picnicking.

2.13(a)(1) Fires - Designated areas and conditions

Campfires may be lighted and maintained in the following areas:

Within 1 mile of Bartlett Cove – Unless otherwise authorized by the superintendent, fires are only allowed in the designated campground beach fire ring(s).

Within 1/2 mile of the Alsek River - Fires must be contained inside a fire pan, except at Dry Bay.

All Other Areas - Fires are allowed in backcountry areas below the high tide line, or more than one-quarter mile from marine shorelines. For the purposes of this section, *high tide* is defined as the line delineated in the intertidal area by the last high water mark of the preceding highest tide.

2.14 (a)(2) Sanitation and refuse - using government receptacles

Dumping of refuse brought into the park in the NPS landfill or trash receptacles is prohibited unless otherwise authorized by the superintendent.

(Also, see 13.65(b)(3)(ix)(C) regarding dock use restrictions.)

2.14 (a)(5) Sanitation - designated areas for bathing and washing

No designated areas.

2.14 (a)(7) Sanitation- designated areas for disposal of fish remains

(Superseded by 13.65(b)(3)(ix)(C).)

2.14 (a)(8) Sanitation - human waste in developed areas

No designated locations. Use of existing fixtures and facilities at Bartlett Cove required.

2.14 (a)(9) Sanitation - designated areas for disposal of human waste

Within 1/4 mile of shoreline, human body waste will be deposited in salt water or the intertidal zone, or in cat-holes dug at least 100 feet from any surface freshwater source. Toilet paper will be burned or removed as trash.

2.14 (b) Sanitation- condition concerning disposal, carrying out of human waste

Alsek River – Disposal of human body waste within one-half mile of the Alsek River is prohibited. Solid waste must be carried to the NPS dump station provided at Dry Bay.

2.15 (a)(1), (a)(3), (a)(5), (b), (e) Pets

Within Area Designated as Park - Pets on leash, crated, or otherwise under physical restraint are permitted only within 100 feet of established roads or parking areas. Pets are prohibited in backcountry areas, except in a vessel on the water.

Within the Preserve - Pets must be kept on a leash or under control and attended at all times.

2.16 (a) - (c) Horses and pack animals

(Superseded by 43 CFR 36.11(e).)

2.17 (a)(1) Aircraft operation

(Superseded by 43 CFR 36.11(f).)

2.17 (a)(2) Aircraft operation near docks, piers, beaches and other designated areas

Aircraft access to the Public Use Dock permitted.

(Also, see 13.65(b)(3)(ix)(C) regarding dock use restrictions.)

2.17 (c)(1) Removal of downed aircraft

(Superseded by 43 CFR 36.11(f)(3)(ii).)

2.18 (c) Snowmobiles-designated areas for use

(Superseded by 43 CFR 36.11(c).)

2.19 (a) Winter activities-designated areas

All areas open to winter use. Skiing on the park road is permitted. Sledding is permitted on park roads if persons or other traffic control devices are posted to warn approaching motorists.

2.20 Skating and skateboards

No designated areas.

2.21 Smoking

All public buildings are closed to smoking unless specifically permitted and signed as a designated smoking area. Smoking is prohibited within 100 feet of the underground fuel storage facility at Bartlett Cove.

2.22 Property - leaving property unattended for 24 hours

(Superseded by 13.22)

2.35 (3)(i) Alcoholic beverages - areas closed to consumption

No restrictions in effect.

2.38(b) Explosives - areas designated for using fireworks

No areas designated for use of fireworks. Fireworks are prohibited.

2.51(e) Public assemblies/meetings - designated areas

All areas of the park are open to public assemblies with a permit from the superintendent.

2.52(e) Sale and distribution of printed matter-areas designated for such use

All areas of the park are open to distribution with a permit from the superintendent.

2.60(a)(3) Designated areas for grazing

No areas are designated for agricultural grazing of livestock.

2.62 Memorialization-designation of areas for scattering ashes

All areas of the park are open to scattering of ashes without a permit.

PART 3. BOATING AND WATER USE ACTIVITIES**3.3 Permits**

(Superseded by 13.65 and 43 CFR 36.11(d) and (e).)

3.6 (i) Boating, prohibited operations - designated launching areas

All areas of the park are open to launching of boats.

3.6 (j) Operating a vessel not directly accessible by road

(Superseded by 13.65 and 43 CFR 36.11)

3.6 (l) Operating a vessel in excess of designated size

(Superseded by 13.65 and 43 CFR 36.11)

3.20 (a) Water skiing-designated waters

All park waters are open to water skiing.

3.21 (a)(1) Swimming and bathing-areas designated as closed

All park areas are open to swimming and bathing

3.23(a) SCUBA and snorkeling - designated conditions in swimming areas, docks, etc

SCUBA diving is authorized at the Public Use Dock and in the mooring area at Bartlett Cove to inspect and repair vessels, or retrieve equipment.

PART 4. VEHICLES AND TRAFFIC SAFETY**4.10 Travel on park roads and designated routes-areas designated for off-road use**
(Superseded by 43 CFR 36.11 (g)(1).)**4.11(a) Load weight and size limits - permit requirements and restrictive conditions**

A 10,000 lb. load limit is established for the pier of the Bartlett Cove Public Use Dock. Vehicles/loads exceeding this limit are unsafe and prohibited.

4.21 Speed limits-designation of a different speed limit

The speed limit in the Bartlett Cove developed area, and on the park road between Bartlett Cove and Gustavus, is 15 mph, except as otherwise posted.

4.30(a) Bicycles-closed areas

(Superseded by 43 CFR 36.11(e).)

4.30(d)(1) Wilderness closed to bicycle use

(Superseded by 43 CFR 36.11.)

4.31 Hitchhiking-designated areas

All areas of the park are open to hitchhiking.

PART 5. COMMERCIAL AND PRIVATE OPERATIONS**5.7 Construction of buildings or other facilities**

Maintenance of established landing strips in the Preserve involving non-motorized hand tools is not considered construction and no permit is required.

PART 13. ALASKA REGULATIONS**SUBPART A – PUBLIC USE AND RECREATION****13.17(8)(ii) & (iv) Established conditions for removal of cabin for which a cabin permit has been denied or permit has been expired**

No conditions established. (May require access permit).

13.17(4)(i) Designated existing cabins, shelters or temporary facilities that may be shared for subsistence use without a permit.

No designations. All subsistence use of existing cabins, shelters, or temporary facilities requires a permit from the superintendent. During the Federal subsistence moose hunt, the East River Public Use Cabin at Dry Bay may be reserved by local residents of Yakutat at no charge via the NPS Office in Yakutat.

13.17(e)(4)(vi) Established conditions and standards governing the use and construction of temporary structures and facilities, published annually.

No conditions or standards established.

13.17(e)(5) Designated cabins or other structures for general public use

The East River cabin in the Preserve is designated as a public use cabin. All other cabins, not otherwise under NPS permit, are open for short-term public use (less than 14 days/year).

13.17(e)(5)(ii) Established conditions and allocation system to manage the use of designated public use cabins.

A reservation and permit - available through the USFS public use cabin reservation office at Centennial Hall in Juneau - are required for use of the East River Public Use Cabin.

13.18(a) Restricted areas for camping

(See 13.30(d)(2) for camping restrictions)

13.18(b) Restricted picnic areas by posting of signs

No restrictions on picnicking.

13.22(c) Designate areas where personal property may not be left unattended for any time period, limits on amounts and types, manner in which property is stored

Personal property may not be stored or left unattended for more than 14 consecutive days without written permission from the superintendent. This includes personal or commercial fishing gear of any type left past legal fishing periods established by ADF&G/IPHC.

13.30 (d)(1) Temporary Closures and Restrictions relating to the use of aircraft, motorboats, and non-motorized surface transportation or to the taking of fish and wildlife.

(See 13.65 (b)(3)(ix)(C), Public Use Dock and Bartlett Cove use restrictions.)

13.30 (d)(2) Temporary closures and restrictions (other)**Camping****Bartlett Cove**

- Camping in the Bartlett Cove Campground for more than 14 days in a calendar year is prohibited unless otherwise authorized by the superintendent.
- Overnight registration for use of the Bartlett Cove Campground is required May 15 - Sept 15.
- Camping is prohibited within 1 mile of Bartlett Cove, except inside the boundary of the Bartlett Cove Campground.

Outside the Bartlett Cove Campground

- A permit is required for all persons camping overnight in the backcountry of Glacier Bay proper, May 1 through September 30.
- Camping for more than 3 consecutive nights in one location is prohibited unless otherwise authorized by the superintendent.
- Group size is limited to a maximum of 12 persons. The superintendent may authorize an exception for educational groups.

Alsek River

- Group size is limited to a maximum of 15 persons, except specific commercial groups limited to 25 persons under concession permit.
- Campers may camp only one night at each of the following areas: Walker Glacier, Alsek Spit and Gateway Knob. However, campers may choose to layover one additional night at one of these areas. (4 camping nights allowed among these 3 locations.) *This restriction is intended to provide equitable public access to these popular Alsek River campsites.*

Areas Closed to Overnight Camping

- The landmass from Wolf Creek to a point directly east of the southern tip of Garforth Island including Puffin Island and the two unnamed islands in North Sandy Cove, and the one unnamed island in South Sandy Cove, from sea level to any elevation is closed to overnight camping due to a high concentration of bears, May 1 - August 15.

(See Appendix B)

- The landmass between Margerie Glacier and Toyatte Glacier from sea level to any elevation is closed to overnight camping unless otherwise authorized by the superintendent due to a history of bear/human incidents, May 1 - August 15. (See Appendix B)

Firearms

- Within the Preserve at Dry Bay, firearms may not be used for target or indiscriminate shooting within the boundary of the Temporary Zone, near buildings and structures, or other areas where firearm use jeopardizes public safety.

SUBPART B – SUBSISTENCE**13.49(a)(1) May permit cutting in accordance with specifications of permit for subsistence timber harvest (house logs & firewood)**

Title VIII ANILCA subsistence timber harvest is not authorized within areas designated as Park. The superintendent may allow subsistence timber harvest in the Preserve subject to the terms and conditions of a permit issued by the superintendent.

13.49(a)(2) Restrictions on cutting of live timber less than 3" in diameter

Cutting of live timber is not authorized within areas designated as Park. Verbal or written permission from a park ranger is required to cut live timber less than 3" in diameter in the Preserve, except as necessary to clear designated vehicle routes and airstrips.

SUBPART C – SPECIAL REGULATIONS, SPECIFIC PARK AREAS**13.65 Glacier Bay National Park and Preserve Special Regulations****(b)(2)(i)(A) Private vessel permits and conditions****Obtaining Private Vessel Permits**

Private motor vessel permits are only required for Glacier Bay proper, and only for the months of June, July, August. The following procedures and conditions apply to the issuance and use of private motor vessel entry permits:

- Permits may be obtained via telephone (907-697-2627), marine band radio (KWM20Bartlett Cove), by mail or in person at Glacier Bay headquarters at Bartlett Cove.
- Permits may be reserved up to 60 days in advance of an entry and are issued on a first received priority basis.
- A waiting list will be maintained for days when permits are not available. Names will be listed in the order received with first time entries given priority over permit extensions.
- Permits must be reconfirmed within 48 hours of the scheduled entry. Permits not reconfirmed by 10:00 a.m. on the date of issue, will be canceled and made available for reissue.
- Three of the daily 25 maximum permitted vessels, are reserved for local private vessels; these are restricted to residents of Bartlett Cove, Elfin Cove, Excursion Inlet, Gustavus, Hoonah, Pelican or of the Icy Strait/Cross Sound Area. These permits will be valid for any 7 use days, not necessarily consecutive ones, and may be issued up to 48 hours in advance.

Administration of Private Permits

- Between June 1 and August 31, the following schedule will generally be used to allocate daily vessel entries:

June 1 - 10: 3 entries per day

June 11 – August 2: 6 entries per day

August 3 - 15: 5 entries per day

August 16 - 31: 3 entries per day

The above allocations are necessary to ensure entry permits are available throughout the June – August permit season. Park staff may vary the daily entry numbers to maximize opportunities for public access, consistent with allowable use day and season entry limits.

- Unused daily entries will be carried forward and issued.
- All private vessel entries will be allocated in a manner that will prevent the maximum daily presence of more than 36 motorized vessels of all types in Glacier Bay on any given day.
- The total number of private vessel entries will not exceed 468 for the period June 1 – August 31.

- No more than 25 private motor vessels are will be permitted on any day.
- The total number of vessel use days will be limited to 1,971 for the period June 1 to August 31.
- A private boater may apply for and hold up to 2 permits at one time. However, a second private vessel permit will not be issued during the peak boater use period of June 15 - July. *The intent here is to provide first time visitors a priority opportunity to enjoy Glacier Bay over returning visitors.*

Length of Stay

- Private motor vessels that entered Glacier Bay prior to June 1 may remain in the Bay until June 6 without an entry permit, however the vessel use days will be counted toward the allowable vessel use day total.
- Permits are valid for up to 7 consecutive days. An extension permit may be requested and issued for an additional 7 days, provided days are available and there are no first time visitors on a waiting list. Request for an extension permit must be made between 8:00 AM and 7:00 PM on the last day of the initial permit.
- If an extension permit is unavailable, a vessel may remain anchored for up to seven additional days without motorized operation at Blue Mouse Cove, Sandy Cove, or Bartlett Cove. If the vessel leaves an anchorage without obtaining an extension permit it must proceed directly out of the Bay. After using an extension, a vessel must leave the bay for at least 7 days prior to applying for another vessel permit.

Notification Requirements Upon Entry/Departure

- Motor vessel operators are required to notify park headquarters by telephone (907-697-2627) or marine band radio (KWM20 Bartlett Cove on Channels 12 or 16) prior to entering or departing Glacier Bay.

(b)(3)(ix)(A) Other restrictions for the protection of wildlife.

No restrictions in effect.

(See 13.30 (d)(2) Temporary closures and restrictions (other) re: areas closed to camping)

(b)(3)(ix)(C) Rules for the safe and equitable use of Bartlett Cove waters and docks.

The following use restrictions are for the safe and equitable use of park facilities and are in effect during the primary visitor use season, May 1 - September 30, unless otherwise noted.

Bartlett Cove Public Use Dock (See Appendix A)

- Dock space is assigned for use by private vessels, NPS vessels, Glacier Bay Lodge, Inc. vessels, and aircraft as depicted in Appendix A. Parking in a space otherwise reserved is prohibited.
- Vessels may dock for a maximum of two hours in any 24-hour period, provided, however, that private non-commercial boats may dock for periods longer than two hours May 1 –15 and September 15 – 30.
- Aircraft are restricted to use of the designated aircraft float and are limited to two hours in any 24-hour period. Pilots must remain with aircraft or provide notice of their location to a park ranger.
- Motor vehicles may not be parked and left unattended on the public use dock or parked overnight in the parking lot adjacent to the dock.
- Unattended boating or fishing gear may not be left on or attached to the floats or pier without prior permission from a park ranger.
- Commercial fish cleaning is prohibited. Licensed park charter vessel operators are exempt from this restriction.
- Commercial fish buying or selling is prohibited on or over the dock unless otherwise authorized by the superintendent as part of an approved research program.
- Disposal of fish carcasses and remains near the dock and adjacent shoreline areas is prohibited. Fish carcasses are to be disposed of in water a minimum of 200 yards from the Bartlett Cove Public Use Dock, toward the center of Bartlett Cove.

(January 1 - December 31)

- Unattended vessels are prohibited on the fuel float.

- Vessels may not use electrical shore power unless otherwise authorized by the superintendent or a park ranger.
- Privately owned vessels may not berth in the area assigned to National Park Service vessels.
- Residing on a vessel within Bartlett Cove is prohibited unless otherwise authorized by the superintendent.

Bartlett Cove Waters

- Anchoring vessels or the placement of buoys, markers or lines (including fishing gear) is prohibited in the No Anchor Zone identified in Appendix A. *This is necessary to provide safe vessel/aircraft access and egress to and from the Bartlett Cove Public Use Dock.*
- The placement of buoys, markers, or lines (including fishing gear) is prohibited in all areas east of a mid-course line from the mouth of Bartlett Cove to the mouth of the Bartlett River. *This limitation is necessary to ensure safe boater access to Bartlett Cove, the dock and to the preferred anchorage areas.*
- The placement of temporary moorings is authorized more than one-quarter nautical mile North or East of the Public Use Dock. These moorings must meet applicable marking requirements, may not be installed prior to April 1 and must be removed by November 1 in a given calendar year. *These limitations are necessary to ensure that fixed moorings not preempt the most convenient anchorage locations, are properly tended, and are temporary rather than permanent fixtures.*

Bartlett Cove Inner Lagoon and Administrative Dock

The Administrative Dock is reserved for NPS vessels. The superintendent may authorize employee use of the dock on a space available and fee basis consistent with applicable Federal law.

- A park ranger may authorize temporary public use of the Administrative Dock on a space available basis. Use will be limited to 3 consecutive days during the peak use season, May 1 - September 30, and 7 consecutive days the remainder of the calendar year. *This is to provide emergency use of the dock for repairs, etc.*
- Anchoring in the inner lagoon area is limited to 7 consecutive days unless otherwise authorized by a park ranger, January 1 – December 31. *The inner lagoon is known and used by local residents as a storm anchorage. However, due to the intent of storm anchorage use, long-term anchorage is not intended to benefit all potential boaters.*
- No buoys may be placed inside the inner lagoon at any time. *This is to ensure safe passage for all vessels transiting the inner lagoon or using the storm anchorage.*

43 CFR, Part 36 TRANSPORTATION AND UTILITY SYSTEMS (Access regulations)

36.11(c) Restrictions on use of snowmachines, prohibited areas

No restrictions in effect.

36.11(d) Restrictions on use of motorboats

The use of motorized boats is prohibited on the Alsek River above Gateway Knob in accordance with the approved Alsek River Visitor Use Management Plan (1989).

(Also, see 13.65 and 13.30(d)(1).)

36.11(e) Restrictions on use of non-motorized surface transportation

Vessels- A permit is required for non-commercial vessels operating on the Alsek River above Gateway Knob. *This is necessary to manage public use of the Alsek River in accordance with the Alsek River Visitor Use Management Plan (1989).*

Bicycles- Bicycles are prohibited on the Forest Loop, Bartlett River and Bartlett Lake Trails. *This is necessary to minimize resource damage on what are often wet and muddy trails.*

36.11(f)(1) Restrictions on landing areas for fixed-wing aircraft (does not apply for subsistence use, use of aircraft access for subsistence is prohibited)

No restrictions in effect.

36.11(f)(3)(ii) Established procedure for salvaging and removing downed aircraft.

Must obtain permit from superintendent before salvage occurs, and abide by the terms and conditions of the permit.

36.11(f)(4) Designated helicopter landing areas

No areas of the park are designated for helicopter landings.

36.11(g)(1) Use of off-road vehicles (ORV) on designated routes (recreational use)

In Glacier Bay National Preserve, off-road vehicles are permitted only on designated routes except 1) inside the boundary of the designated Temporary Fish Camp Zone; and, 2) from a designated route to a gill net site by the most direct course possible. (See Appendix C)

36.11(i) Except as otherwise specifically permitted under the provisions of this section, entry into closed areas or failure to abide by restrictions established under this section is prohibited.

LIST OF ATTACHMENTS (MAPS)

Appendix A, Bartlett Cove Public Use Dock, 13.65 (b)(3)(ix)(c)

Appendix B, Areas Closed to Overnight Camping, 13.30(d)(2)

Appendix C, Designated Preserve Routes, 43 CFR 36.11(g)(1)

Superintendent: _____ Date: _____

Appendix 7 - EVALUATION OF OFFERS

EVALUATION PANEL INSTRUCTIONS

- ***OBJECTIVES***

1. The objective is to have an evaluation panel develop a single evaluation document for each offer for consideration by the selecting official. To do this, the evaluation panel members are asked to add their thoughts to a single, computer based, evaluation document about each offer.
2. The evaluation panel should, as a usual course, have at least three members. One of those would be designated as the Chair of the panel. There are cases where two people would be sufficient. A small permit where only one offer is received, for example. There should be no instance where only one person completes the necessary record. In some cases, the panel can conduct its business without gathering together. This should be carefully considered since it limits important interactions that are part of the review process. Panel members must be National Park Service employees. While there may be instances where it is desirable to have outside parties, such as financial consultants, participate in an evaluation of offers, they should be involved in an advisory capacity only, and not be actual panel members.
3. Try not to make pre-judgements about who is best. Your first read through can easily give a different impression than the careful analysis which comes later. It is better to remain impartial for as long as possible. The objective is to pick the best offer for the park, not necessarily the one you like the best, personally.
4. The record of the evaluation is to include one separate evaluation document for each offer and a separate Summary of Offers Memorandum describing how the offers addressed the principal and secondary factors and what the relative merits of the offers are.
5. The process is one of a consensus building. Individual notes which you keep are fine but they may contain private information about the offeror and the offer involved. To protect yourself from this material falling into the wrong hands, destroy all unnecessary material when you are done. All of the pertinent facts and opinions should be in the final analysis of each offer. You should also be aware that the files on selection are subject to production under the Freedom of Information Act.
6. The evaluation of an offer is eventually available to the offeror involved. Be careful to represent the facts fully and carefully and to use good judgement in your comments and analysis.

- ***OPENING THE OFFERS AND FIRST REVIEW***

7. The first step is to open all offers which were timely received and to make a written inventory of each item in the offer package. Describe the items briefly.
8. Next, the panel members should each read all of the offers timely received. Do these all at once and with some care but leaving analysis for later. This is intended to give an overview of the nature of the offers. Are they all on a very high level? Are they all weak? Are there clear standouts and others which are not impressive?

9. The evaluation panel should then determine whether it considers any of the offers to be non-responsive and state the reasons for this conclusion in the related evaluation document. However, an offer timely received but otherwise considered to be non-responsive at this point should continue to be evaluated fully along with offers considered to be responsive. 36 C.F.R. Part 51 describes a non-responsive offer as an offer which is not timely submitted or fails to meet the terms and conditions of the Prospectus. This latter phrase refers to the material terms and conditions of the Prospectus. Non-material failures should not result in an offer being considered non-responsive. The evaluation panel should consult the Office of the Solicitor if it intends to consider an offer to be non-responsive. Failure to answer yes to any of the yes or no questions contained in the Criteria results in a determination of non-responsiveness as such questions generally are intended to elicit commitments to many of the material terms and conditions of the prospectus.

• ***DETAILED EXAMINATION AND DOCUMENTATION***

10. The offers should then be assigned to the panel members for review. To carry out the first review, each panel member reads through each criterion and questions on the evaluation form and all of the material presented in the offer, correlating the two. The evaluation document is filled in with quotations, paraphrases, and summaries of the offer made. They are aligned with the appropriate questions from the application so that the question serves as, in effect, a caption. The material so documented forms the facts of the offer.

11. Comments by the evaluator or analysis should also be added as they are needed. B level responses should be noted as such and as separate from A level issues. The B levels are things we would like to have whereas the A levels are essential to the purposes of the contract.

12. The offer format includes the protocols for display of the facts and the comments. It is important to keep fact and comment/opinion separate. Include page references on each point of fact, so the item can be reviewed by others.

13. At the end of each Criterion, after facts and comments have been collected, add an analysis of the offer with respect to that Criterion. Point out the strengths and weaknesses of the offer. Document any failures to address adequately the Criterion. Review any B level responses to the Criterion, where applicable. Add a brief summary of the analysis to the summary listing at the beginning of the offer document.

14. After the initial review by the first evaluator is completed, the offer should be passed to at least one other evaluator person who should do it all over again. This will be easier if the initial review is done using a computer and the second is an edit of the first. With that approach, the second review builds on the computerized evaluation from the first review.

15. The second and any subsequent reviews are not superficial. It is essential that a careful second opinion be generated as a check on the first review. Things that are missed or misread or misinterpreted need to be caught in later reviews. Assume the offeror will read the review and will be on the lookout for unfair or erroneous treatment. The second and subsequent reviewers may need to meet with the earlier reviewers to discuss points of difference as they come up.

16. It is also possible to do separate reviews and then merge them. This could be done in long hand or otherwise. This method is not recommended because it is inefficient. The evaluation document for an offer is the sum of the review work that each evaluator has done. There should be only one document containing the collected wisdom of all evaluators. Individual opinions should be reconciled into a panel opinion.

17. This is a consensus process. If there is a problem between evaluators a resolution should be worked out and the issue recorded, as it was resolved, in the evaluation document. At least two reviews are necessary, but more are better. In selecting panel members, it is useful to pick people who can work as a team and who can talk through disagreements to mutually acceptable resolution. Individuals who cannot compromise, and those who want others to do their thinking for them, are not the most effective choices.

18. Analysis organized by subject or by individual Criterion, rather than by offer, is possible. For example, two or more people do financial, two or more managerial, etc., as long as all panel members read the entirety of all of the offers and a minimum of two people give careful attention to each of an offer's parts. Reviewers should keep in mind that some Criterion/questions can overlap with others in the way they are answered. If the answer is in the offer the reviewers must find it. Being too focused on only some parts of any offer can cause mistakes.

19. The evaluation panel may choose to quantify aspects of the offer that provide direct or indirect financial benefits to the government. Such quantifications will be accomplished by present value calculations and expressed as a percentage of gross receipts. If you are unfamiliar with or unskilled in the concept of present values, it will be important to have someone with an accounting background who can perform these analyses as part of your evaluation panel or as a consultant to the panel.

- ***COMPARING THE OFFERS AND DOCUMENTATION***

20. After all of the offers have received the first review, the offers need to be compared to establish a recommendation as to the ranking of offers or to identify those offers that are considered equal but have different strengths and weaknesses. This is initially done by a discussion among the panel of the relative strengths and weaknesses of the offers with respect to each Criterion through application of the principal selection factors. The conclusions of this discussion should then be set forth in a Summary of Offers Memorandum the purpose of which is to summarize briefly the content of each offer received and to recommend which is the best overall offer based upon application of the principal selection factors and a general comparison to the strengths and weaknesses of the other offers. If appropriate, the evaluation panel may choose to rank other offers received.

21. It is not necessary that the Summary of Offers Memorandum compare each of the offers to one another with respect to all the Criterion. Rather, sufficient analysis and comparison should be set forth to explain adequately the basis for the determining the best offer and any further rankings. More detailed analysis and comparisons should be presented when there are several offers closely competing for the selection as the best offer or when ranking offers further. In making comparisons among offers in order to determine the best offer and any rankings, the evaluation panel is not to assign numerical "weights" to the various Criteria; rather, the Criteria are to be used as a means to assess the overall quality of the offer with respect to the principal selection factors.

22. The evaluation panel should make every effort to determine the best offer from the initial submissions of the offerors. Seeking clarification or additional information from offerors is not recommended and should only be done when absolutely necessary. If clarification of an offer is sought from one offeror, clarifications are to be sought from other offerors if their respective offers are determined to require clarification. If an offeror is permitted to provide additional information, other offerors are to be granted the right to provide additional information of the same nature. Advice from the Office of the Solicitor should be sought if the evaluation panel wishes to seek clarification or additional information from an offeror.

- ***SELECTION OF BEST OFFER***

23. The completed Summary of Offers Memorandum is then presented to the selecting official for his or her consideration. In addition to the information described above, the Summary of Offers Memorandum should identify any offers that were considered as non-responsive by the evaluation panel and the reasons for this conclusion.

24. The prospectus, offers, and offer evaluations are attachments to the Summary of Offers Memorandum and go to the selecting official from the evaluation panel. This material provides the baseline data to support the selecting official's decision.

25. Prior to sending this material forward, the evaluation panel should verify to the extent considered appropriate the information received on the top rated offer(s) and document those findings. Credit and reference checks should be used to corroborate the information provided in the offer to the extent appropriate.

26. The selecting official is to review the materials provided by the evaluation panel and determine, upon application of the principal selection factors, which offer is the best on an overall basis. If two or more offers are considered as equal in this regard, secondary factors should be evaluated to determine the best overall offer. The selecting official also is to review the conclusions of the evaluation panel as to any offer considered as non-responsive.

27. When the selecting official makes a selection as to which is the best overall offer, the reasoning for this decision must be documented. Usually, it will be enough for the selection official to concur in writing with the reasoning in the Summary of Offers Memorandum. However, when appropriate, the selecting official should state in narrative form, upon application of principal selection factors, his or her reasoning for the selection of the best overall offer (or, if applicable, his her reasoning regarding a determination of non-responsiveness).

28. In the event a responsive offer from an offeror with a right of preference is not selected as having submitted the best offer, such offeror must be apprised in writing of the superior terms and conditions of the best offer and be given a reasonable opportunity to amend its offer to meet those superior terms and conditions. If the offeror with a right of preference does so within the period of time allowed, and its offer, as amended, is determined by the selecting official to be substantially at least equal to the best offer and the offeror is determined to be capable of carrying out the terms of the amended offer, the offeror with a right of preference shall be selected for award of the contract upon the terms and conditions of its amended offer.

29. The proper internal parties should be briefed and letters should be written promptly to all offerors announcing the selection and thanking them for their participation. Express mail or FAX is recommended. The individual evaluation of their offer can either be provided at this time or sent later, if it is requested by the offeror.

- ***HOUSEKEEPING NOTES***

30. The evaluation panel members are responsible for the products of the offer evaluation process. However, if the matter is controversial, consider having a solicitor sit in during all, or the last, of the process to catch the legal technicalities. Remember, however, a solicitor cannot be expected to do your thinking for you or to ensure that you conduct a sound, business-like evaluation and leave a good document trail.

31. Ensure that points of the offer that need to be included in the contract are identified. What is in the offer will be of little use to you if it is not made part of the contract that will control the future.
32. The panel should do a critique of the process used. Improvements should be recommended for incorporation in future evaluations.
33. Establish what is needed to form the record of the decision making process. The prospectus, all offers, the individual offer evaluations, the Summary of Offers Memorandum, and credit and reference verifications should be included. It is not necessary to retain draft material or notes or other preliminary information. Destroy all material considered unnecessary including computer disks and other electronic copies.
34. The instructions set forth above do not preclude establishment of additional levels of review such as a selection panel to assess the results of the evaluation panel. Appropriate procedures should be developed to integrate evaluation responsibilities in such circumstances.