



**National Park Service**  
**U.S. Department of the Interior**

Glacier Bay National Park and  
Preserve

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Gustavus, Alaska 99826

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# Prospectus

Concession Business Opportunities for Guided Hunting Services in Glacier Bay  
National Preserve

Solicitation # GLBA90X-05



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OMB Control No. 1024-0125  
Expires: 8/31/2006

Solicitation # GLBA90X-05

PROSPECTUS UNDER WHICH TWO CONCESSION CONTRACTS WILL BE  
AWARDED FOR THE OPERATION OF GUIDED HUNTING SERVICES WITHIN  
GLACIER BAY NATIONAL PRESERVE

Date Issued: **February 4, 2005**

Offers and Any Modifications Must be Received

at:

National Park Service  
Alaska Regional Office  
Attn: Concessions Division  
240 West 5<sup>th</sup> Ave., Room 114  
Anchorage, Alaska 99501

by:

**4:00 p.m.**  
**on**

**April 5, 2005**

Address Questions to:

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

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## **SECTION 1 - BUSINESS OPPORTUNITY**

### **INTRODUCTION**

The National Park Service (Service or NPS) through this Prospectus is seeking two qualified concessioners to provide and operate commercial sport hunting guide services for the general public in Glacier Bay National Preserve in Alaska (Preserve). Each guiding opportunity is for a concession contract that identifies a guide area within the Preserve. A map showing each of these guide areas can be found in Exhibit C of the draft contract (Draft Contract) included with this Prospectus. The Service intends to award two concession contracts under this Prospectus, one for each of the guide areas. A proposal must identify the specific guide area to which it applies.

An Offeror may apply for one or more guide areas. However, in order to allow visitors a range of guided hunting opportunities, an Offeror will be awarded only one concession contract applicable to one guide area. This allows visitors to have a variety of choices as to the times, types, prices and amenities of the various guided hunts offered by the two concessioners.

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

This Prospectus is issued to evoke the widest possible interest from qualified applicants (Offerors) in establishing, operating and maintaining the concession services, and to inform all interested parties of the requirements and conditions under which the operations may be conducted. Offerors, or a current employee if a corporation, must be currently licensed as registered guides under Alaska Statute (AS) 08.54.610, or be in the process of renewing a registered guide license. Additionally, guides must be certified in the state game management unit and registered in the state guide use area in which the applicable guide area is located prior to operating.

Successful Offerors will work under the direction of the Service in guiding sport hunting clients within the Preserve and supporting the goals of the Service. Each concession contract may contain unique terms and conditions. If there are no proposals or if there are no qualified and/or responsive proposals received by the Service, the Service may leave the guide opportunity vacant during the term of the concession contract.

### **DESCRIPTION OF GUIDE AREAS**

The sport hunting guide areas available in the Preserve are depicted on the map contained in Exhibit C of the Draft Contract. Glacier Bay National Park (3,280,958 acres) and Preserve (54,811 acres) are located in Alaska Game Management Unit 5A. Pursuant to the Alaska National Interest Lands Conservation Act (ANILCA), sport hunting is allowed in the Preserve, but is not allowed in the Park. Consequently, opportunities described in this Prospectus pertain only to the Preserve. Land in private ownership or land conveyed to an Alaska Native Corporation may be available for use with the landowner's permission but will not be authorized by the concession contract. The authorized guide areas do not overlap with any other guide area. The guide areas are as follows:

**Area 1** generally includes the Preserve lands to the north and west of the Doame River (e.g. the lands on the right side as one faces down river).

**Area 2** generally includes the Preserve lands to the south and east of the Doame River (e.g. the lands on the left side as one faces down river).

### **OPERATIONAL REQUIREMENTS**

Guided sport hunts will be for legally hunted species as defined in state regulations, unless further restricted by the concession contract or other closure actions. The hunting seasons and bag limits, methods and means are determined and set by the State Board of Game. Enforcement of hunting regulations in the Preserve is accomplished primarily by park rangers, U.S. Fish and Wildlife Service agents, and Alaska Fish and Game Protection officers with considerable interagency cooperation.

Much of the hunting activity in the Preserve is not guided. In addition to sport hunters who use their own airplanes to access the Preserve, air taxi operators and transporters bring in resident and non-resident hunters.

Subsistence hunting also occurs in the Preserve. Glacier Bay National Preserve was established in 1980 when Congress passed the Alaska National Lands Conservation Act (ANILCA). The Act authorizes subsistence use in the Preserve in accordance with the provisions of Title VIII of ANILCA. Subsistence activities are a factor in preserving social and living cultural values of Alaskan rural residents. The Service is seeking qualified concessioners that exhibit knowledge of and sensitivity to local subsistence activities and whose concession operation will minimize conflicts with subsistence activities.

Only the registered guide(s) who completes and signs the Hunt Record in accordance with Alaska Professional Regulations 12 AAC 75.210 may provide guided hunts within the Preserve. As required by state of Alaska regulation, that guide shall provide supervision of all permitted hunts.

### **BASIC FINANCIAL INFORMATION**

The Service does not guarantee the economic viability of these opportunities although the Service expects these opportunities to be economically feasible unless there is a need to close or restrict sport hunting in the Preserve. However, the Offeror must make its own analysis in this regard. Offerors must submit a financial projection to substantiate the viability of the proposed operation based on current game regulations. Annual gross receipts and franchise fees for operations under the prior permits are included in the appendix.

### **FACILITIES**

There are no facilities provided or authorized for this service. Lodging may be available at three small lodges located in Glacier Bay National Preserve. See the park website (listed below) for contact information for these concessioners.

### **ANILCA AND OTHER PREFERENCES**

Section 1307 of ANILCA does not provide for any rights or preferences for the guiding of sport hunting and fishing. However, under P.L. 105-391, an incumbent concessioner may have a preferential right of renewal to a concession contract. See the Proposal Instructions section for specific information.

### **OPERATIONS**

Access to the Preserve is by fixed wing aircraft and boat. There is a network of roads upon which vehicles and ATV's may be used. Vehicle and ATV use off the road system is not authorized.

Camps established under concession contract awarded under this Prospectus will be limited to minimum-

impact type tent camps. Group size at camps will be limited to eight (8) persons, including guides and other employees. Concessioner camps may not be in place longer than fourteen (14) days. Fuel caches are not authorized absent advance written approval by the Superintendent on a case-by-case basis.

**FRANCHISE FEES**

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

**TERM AND EFFECTIVE DATE OF CONTRACT**

The concession contracts are intended to have an effective date of April 1, 2005 and an expiration date of December 31, 2014. These dates are subject to modification to a later time if necessary as determined by the Service to complete the proposal selection and award process.

**LAWS, REGULATIONS, POLICY AND PARK INFORMATION**

NPS regulations applicable to the protection and equitable public use of units of the National Park System grant specified authorities to a park superintendent to allow or restrict certain activities. NPS regulations are found in Titles 36 and 43 of the Code of Federal Regulations (CFR) and created under authority and responsibility granted the Secretary of Interior in Title 16 of the United States Code. A compendium comprises a listing of all NPS regulations that provide the area Superintendent with discretionary authority to make designations or impose public restrictions or conditions. The larger body of NPS regulations that do not provide discretionary authority to the Superintendent is not cited in the compendium.

NPS Concessions Law, Regulation, Policy, and information about the Preserve can all be accessed via the Internet at the following websites. Hardcopies of the law, regulations, and policy will be mailed on request. Contact the person listed on the inside cover of the Prospectus with your request.

Document Information	Website
Concessions Management Improvement Act of 1998 (PL 105-391)	<a href="http://www.nps.gov/akso/concessions/home.htm">http://www.nps.gov/akso/concessions/home.htm</a> or <a href="http://www.gpoaccess.gov/index.html">http://www.gpoaccess.gov/index.html</a>
NPS Concession Management Regulations 36 CFR Part 51	<a href="http://www.nps.gov/akso/concessions/home.htm">http://www.nps.gov/akso/concessions/home.htm</a> or <a href="http://www.gpoaccess.gov/index.html">http://www.gpoaccess.gov/index.html</a>
ANILCA Section 1307 Regulations – 36 CFR Part 13, Subpart D	<a href="http://www.nps.gov/akso/concessions/home.htm">http://www.nps.gov/akso/concessions/home.htm</a> or <a href="http://www.gpoaccess.gov/index.html">http://www.gpoaccess.gov/index.html</a>
NPS Management Policies, Chapter 10-Commercial Visitor Services	<a href="http://www.nps.gov/policy/mp/policies.pdf">http://www.nps.gov/policy/mp/policies.pdf</a>
Glacier Bay National Park & Preserve website	<a href="http://www.nps.gov/glba">www.nps.gov/glba</a>
Glacier Bay National Park & Preserve Wilderness Visitor Use Management Plan	<a href="http://data2.itc.nps.gov/parks/glba/ppdocuments/ACF63C2.pdf">http://data2.itc.nps.gov/parks/glba/ppdocuments/ACF63C2.pdf</a>

Glacier Bay National Park & Preserve Regulations (summary & links)	<a href="http://www.nps.gov/glba/InDepth/visit/regs.htm">http://www.nps.gov/glba/InDepth/visit/regs.htm</a>
Leave No Trace	<a href="http://www.LNT.org">http://www.LNT.org</a>
Backcountry Sanitation	<a href="http://www.nps.gov/public_health/inter/info/factsheets/fs_bc.htm">http://www.nps.gov/public_health/inter/info/factsheets/fs_bc.htm</a>

## **SECTION 2 - PROPOSAL INSTRUCTIONS**

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

### **36 CFR Part 51**

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

### **Proposal Submission Date**

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

### **Document Delivery Service**

Document delivery services, including overnight delivery, to some areas may not provide true overnight delivery. You are encouraged to insure the timely submittal of your proposal by contacting the delivery service of your choice regarding delivery availability for the specific location specified on the inside cover of this Prospectus.

### **Proposal Form**

A proposal should follow the format provided in the Proposal Package. You should provide all relevant information directly in response to each selection factor. However, the NPS may consider relevant information contained elsewhere in a proposal in assessing the proposal's response to each particular selection factor.

### **Proposal Submission Requirements**

- A) **Numbering.** Each page and section of a proposal should be numbered.
- B) **Copies.** Four (4) hard copies of a proposal in the format outlined in the Proposal Package should be submitted. All text should be double-spaced and pages should be double-sided. No fax or email copies will be accepted.
- C) **Label.** The proposal and copies should be submitted in a sealed envelope with the following marked on the envelope:
  - "CONCESSION PROPOSAL, MAILROOM, DO NOT OPEN."
  - The due date and time specified in the Prospectus for receipt of the proposal by NPS.
  - The name and address of the Offeror.

### **Public Availability of Proposals**

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

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

*"This proposal contains trade secrets and/or confidential commercial and financial information that*



*the Offeror believes to be exempt from disclosure under the Freedom of Information Act. The Offeror requests that this information not be disclosed to the public, except as may be required by law."*

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

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

**B) Public Release.**

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

**Questions**

If you do not understand something in this Prospectus, you must submit your questions in writing to the contact person identified on the inside cover of the Prospectus, no later than 30 days in advance of the proposal due date. NPS will respond to your question(s) in writing, and will provide the questions(s) and response(s) to all other persons who requested a Prospectus. Questions submitted after this date may not be answered. Because NPS must provide equal information to all potential Offerors, there must be sufficient time allowed to inform all interested parties of any questions and answers.

**Evaluation of Proposals**

**NPS Review.**

In order to select the best proposal, NPS will review each proposal received by the due date and time under the selection factors stated in the Proposal Package.

**Merits of the Proposal.**

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

**Selecting the Best Proposal**

For each guide area, the NPS will select the proposal with the highest total point score as the best proposal, unless the concession contract is subject to a right of preference if applicable (see below). If two or more proposals receive the same highest point score, then NPS will select as the best proposal (from among the proposals with the same highest point score) the proposal that NPS determines will, on an overall basis, best achieve the purpose of 36 CFR Part 51.

**Guide Areas**

In order to allow visitors a range of guided hunting opportunities, an Offeror will be awarded only one concession contract applicable to one guide area. For this reason, a separate proposal is required for each guide area (concession contract) an Offeror is seeking. Each proposal must identify the applicable guide area that is sought, and, if more than one proposal is to be submitted by an Offeror, each proposal must state the Offeror's guide area priorities.

**Right of Preference**

**A) What is a Right of Preference?**

A right of preference is a legal right that in some circumstances permits an existing satisfactory concessioner to match the terms of the best proposal received in response to a concession Prospectus if the existing concessioner submits a responsive proposal but does not submit the best proposal.

**B) What happens if there is a Right of Preference?**

If there is a right of preference and the proposal submitted by the existing concessioner is not selected as the best proposal, NPS will advise the existing concessioner of the better terms and conditions of the best proposal that the existing concessioner must match. If the existing concessioner does so (by amendment of its proposal) within the time allowed, it will be selected for award of the concession contract. If it does not, then the Offeror that submitted the best proposal will be selected for award of the contract.

**C) Is there a Right of Preference Applicable to this Concession Contract?**

**Yes.** NPS has determined that the existing concessioners have a right of preference to the applicable concession contract as the anticipated annual gross receipts of the concession contract are less than \$500,000 and the existing concessioners otherwise meet the requirements for a right of preference.

The existing concessioners with a right of preference are as follows:

Area 1: Gary Gray

Area 2: John H. Latham

**D) Are there preference rights under the Alaska National Interest Lands Conservation Act?**

**No.** Sport fishing and hunting guide activities are excluded from the preferences under Section 1307 of the Alaska National Interest Lands Conservation Act (ANILCA), per Section 1307(b) of ANILCA.

**Only "Responsive" Proposals will be Considered by NPS**

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

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

The "minimum requirements" for the Draft Contract are identified in Part A of the Proposal Package. Information "required by the prospectus" refers to information expressly required by the Prospectus and that is material, as determined by NPS, to effective evaluation of the proposal under the applicable selection factor.

**B) What is a "non-responsive proposal"?**

A "non-responsive proposal" is a proposal that is not submitted on time, or, does not agree to all of the minimum requirements of the Draft Contract and Prospectus, or, does not provide the information required by the Prospectus.

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

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

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

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

### **Congressional Review Period**

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

### **Important Conditions and Cautions Regarding Submission and Evaluation of Proposals**

#### **A) Written Information Only.**

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

#### **B) Entire Proposal.**

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

#### **C) Incorrect Information.**

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

#### **D) Thorough Review.**

The information contained in this Prospectus is provided to allow persons the ability to understand the terms and conditions of the draft concession contract. You are encouraged to thoroughly review the entire Prospectus to identify all required information and documents that must be submitted as part of a proposal before beginning to prepare a proposal.

#### **E) Expanded Facilities or Services.**

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

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

A proposal to provide direct or indirect financial or other benefits to the Preserve or government that is not within the scope or requirements of the Prospectus will not be considered in the evaluation of proposals.

#### **G) Financial Feasibility.**

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

#### **H) Complete Offer.**

Your proposal must reflect the complete offer that you intend to make. NPS will consider a written proposal as the full and final offer in response to the Prospectus and intends to make its selection on

the written information provided in a proposal. Proposals should be prepared on the assumption that NPS knows nothing about you or your proposal. Proposals should also be prepared on the assumption that NPS does not have any documents previously provided by you to NPS. This is true even if you are the existing concessioner or operate another NPS concession within the Preserve or elsewhere. Proposals may not reference information or documents previously provided to NPS. Copies of any information or documents that you wish to be considered must be submitted as part of a proposal.

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

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

**J) Additional Information.**

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

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

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

**L) Additional Terms and Conditions.**

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

**M) Independent Assessment.**

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

**Offeror's Transmittal Letter and Accompanying Proposal**

The proposal you are to submit consists of two parts, an Offeror's Transmittal Letter and accompanying proposal. The formats for these documents are contained in Section 3 of this Prospectus.

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

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

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

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

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

**SECTION 3 - PROPOSAL PACKAGE**

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

**INTRODUCTION**

This Proposal Package consists of two parts, an Offeror's Transmittal Letter and accompanying proposal. The proposal is in two parts, Part A and Part B.

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

You may apply for one or more guide areas, but you will be awarded only one concession contract applicable to one guide area. You must submit a separate proposal for each guide area you apply for. There are two guide areas being competed: Area 1 (Preserve lands west of the Doame River) and Area 2 (Preserve lands east of the Doame River).

**OFFEROR'S TRANSMITTAL LETTER**

To: Ms. Tomie Patrick Lee, Superintendent  
Glacier Bay National Park and Preserve  
c/o National Park Service  
Alaska Regional Office  
240 West 5th Ave., Room 114  
Anchorage, Alaska 99501

Dear Ms. Lee:

We hereby agree to provide visitor services at Glacier Bay National Preserve in accordance with the terms and conditions specified in the Prospectus listed on <http://www.fedbizopps.gov/> (solicitation #GLBA90X-05), and to execute the final concession contract without substantive modification (except as may be required by the National Park Service pursuant to the terms of the Prospectus). We are enclosing the required "Proposal," Part A and Part B, which, by this reference, is made a part hereof.

This proposal is for the following guide area: \_\_\_\_\_ .

We are \_\_\_\_\_; are not \_\_\_\_\_ submitting a proposal(s) for another guide area(s).

If applicable, our priorities for the multiple guide areas we have applied for are:

1<sup>st</sup> priority \_\_\_\_\_

2<sup>nd</sup> priority \_\_\_\_\_

We certify that the information furnished herewith is true to the best of our knowledge and belief. We

agree to meet all the minimum requirements of the Draft Contract and Prospectus.  
We certify in accordance with 43 CFR Part 12 regarding debarment, suspension, ineligibility and voluntary exclusion the following:

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

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

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

We also agree that by submitting this proposal, we will, if selected for award of a concession contract:

- Complete the execution of the final concession contract within thirty working days after it is presented by the National Park Service.
- Commence operations under the final concession contract on the effective date of the final concession contract.
- Provide the entity that is to be the concessioner under the final concession contract with the funding, management and other resources described in our proposal.

BY

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

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

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

TITLE

ADDRESS

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

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

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

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

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

TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**PART A:  
Agreement to the Minimum Terms and Conditions**

**All Terms and Conditions.** We agree to comply with all terms and conditions of the Draft Contract and related Prospectus, including compliance with all applicable laws under the terms and conditions specified in the Draft Contract.

**Operating Plan.** If applicable, we agree to operate in accordance with the currently approved operating plan for this concession operation during the term of the concession contract until such time as an operating plan is approved by NPS.

**Equal Employment Opportunity.** We agree to implement an equal opportunity program and comply with the terms of the Equal Employment Opportunity and handicapped access requirements of the concession contract.

**Insurance.** We agree to meet the insurance requirements of the Draft Contract.

**Franchise Fee.** We agree to pay at least the minimum franchise fee for the Draft Contract stated in the Prospectus. Any higher fee that we offer is stated under Principal Selection Factor 5 below.

**PART B  
Response to the Requested Information**

**PRINCIPAL SELECTION FACTOR 1: THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROTECTING, CONSERVING, AND PRESERVING RESOURCES OF THE PRESERVE.**

**Scoring: 0-5**

The objectives under this Prospectus for protecting, conserving and preserving the resources of the Area are as follows:

- (a) Protecting wildlife and habitat resources.
- (b) Protecting the natural environment and wilderness characteristics.
- (c) Protecting the cultural environment and resources.

Further information on these objectives is provided in the Prospectus and in the following subfactors.

**Subfactor 1: Wildlife Protection and Habitat Resources**

a. Describe how you will conduct your operations to minimize interactions with wildlife (except as necessary for hunting purposes). Also address how you will minimize opportunities for wildlife to become accustomed to human food and contact. At a minimum, discuss:

- Campsite selection, layout and management with regard to limiting potential wildlife encounters and reducing impacts to the environment.
- The client orientation regarding the practices necessary to minimize altering wildlife behavior and why it is important to do so.

b. Describe what steps you will take to minimize the potential for shooting sub-legal game or shooting wildlife in Defense of Life and Property (DLP).

**Subfactor 2: The Natural Environment**

Please describe how you will conduct your operations in a manner that will minimize impacts on the natural environment in the Preserve. At a minimum:

- a. Describe the orientation and information provided to clients aimed at insuring protection of the natural environment. Describe how you will inform potential clients that your services will be conducted in the Preserve.
- b. Describe how you will handle trophies and meat to minimize spoiling. Also describe what you will do with meat that will not be shipped home to your clients.
- c. If fuel caches are proposed, describe the types of containers and the number of gallons to be cached (may not exceed thirty (30) gallons in any one location). Fifty-five gallon barrels are not permitted even when only partially full. Describe the precautions that you will take to prevent fuel spills, and the containment measures that you will take in order to prevent damage if a fuel spill actually occurs. Describe your fueling procedures.

**Subfactor 3: The Cultural Environment**

Preserving, protecting and interpreting structures and landscape features, patterns and relationships that define the historic, prehistoric and cultural character of the Preserve are objectives of the NPS. The cultural environment includes prehistoric or historic artifacts or ground features such as cabin ruins, rock rings or cairns or unusual depressions in the ground. In addition, subsistence activities are a factor in preserving social and living cultural values of Alaskan rural residents.

- a. Describe the orientation and information that you will provide to clients and employees aimed at protecting the cultural environment. Describe how the information will be provided to clients.
- b. Describe how you will conduct your operations in a manner that is considerate of other Preserve visitors, private landowners, and Alaskan rural residents conducting subsistence activities. At a minimum describe your plans for dispersal of use, minimizing visual impacts, and reducing noise impacts.

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

**Scoring: 0-5**

**Note to Offeror:** The NPS objectives for necessary and appropriate visitor services at reasonable rates are as follows:

- (a) Visitor services are provided in a safe manner.
- (b) The concession operators provide a quality hunting experience.
- (c) Visitor services rates are reasonable.

Further information on these objectives is provided in this Prospectus and in the following subfactors.

**Subfactor 1: Visitor Safety**

a. Describe your operations in regard to safety in the field, and how you will be prepared in case an accident or emergency occurs. At a minimum, include:

- 1. What supplies will be available in the field to meet medical/first aid emergencies and weather delays.
- 2. The safety equipment that will be available at each camp.
- 3. The first aid and other safety training (including rescue training) that will be provided to employees, including use of safety equipment. Also describe the safety training that will be provided to visitors.
- 4. Describe how you will deal with emergencies and include any written emergency procedures that you provide to employees. Describe the various emergency situations that you envision, how they will be responded to, and the training that you provide your employees re: what to do in case of an emergency.
- 5. Describe how you will communicate with your clients and employees throughout the hunt. Include the communication equipment that you will have, and any back-up plan in case of a breakdown with that equipment.

b. Describe how sanitation issues will be addressed in the operation of your proposed service. At a minimum, please describe your plan for food preparation and food handling sanitation and how you will provide potable water to clients and employees in the field.

**Subfactor 2: Quality of the Visitor's Experience**

a. Describe the types of hunts that you plan to offer, including a sample itinerary.

b. Describe how, beyond the requirements of Alaska Statute Title 8, Chapter 54 and Alaska Administrative Code Title 12, Chapter 75 you will assure that your employees are capable of performing their duties.

c. Alaska Statute Title 8, Chapter 54, requires the contracting guide to supervise assistant guides and to participate in hunts. Describe how you will meet those requirements.

d. Describe all equipment you will provide including tents, stoves, sleeping bags, sleeping pads. (**Do not include equipment listed above under "Subfactor 1 Visitor Safety".**) Include the quantity, quality, age, condition and type of equipment in the description. Describe your equipment maintenance, replacement and upgrade program.

**Subfactor 3: Reasonable Rates**

Provide your proposed rates and reservation/refund/cancellation policies. Include copies of any current advertisement leaflets, client price, or other published literature.

**Note to Offeror:** The rates you propose must also be reflected in your financial projections submitted in response to principal selection factor 4. Please note that any proposed rate schedule is not binding on NPS. All rates to be charged the public are subject to NPS approval in accordance with NPS rate approval guidelines.

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

**Scoring: 0-5**

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

To assist in evaluating your proposal under this and other selection factors, please provide the following information:

- a. Please state your legal make-up (individually-owned, partnership, joint venture, corporation, Limited Liability Company, etc.)
- b. Please state your relationship, if any, to any superior and/or subordinate organizations. For example, state whether you are a subsidiary of another company or operate independently. Include all related businesses. If you are a sole proprietor, include all of your business names (d.b.a.'s).

**Note to Offeror:** Please use the Business Organization and Credit form contained in this section of this Prospectus to provide the above information as applicable.

**Subfactor 1: Experience**

- a. State in detail your overall background and experience in the operation of guided hunting, making particular note of your experience guiding trips in places with extreme weather conditions comparable to the conditions experienced in Alaska. State how long you have been providing these services. Include your experience managing the business aspects as well as the operational aspects of a hunting guide or similar business.
- b. Submit resumes of key individuals that you will employ to carry out management and operations under the contract. At a minimum, resumes should include the experience of each proposed guide and assistant guide in providing hunting guides services, their outdoor experience in the Preserve, experience and certifications pertaining to outdoor safety and first aid, knowledge and experience pertaining to wildlife conservation.

**Subfactor 2: Background**

- a. If you have ever defaulted from or been terminated from a management or concession contract, or been forbidden from contracting by a public agency or private company, provide full details of the circumstances.
- b. Have you or any current or proposed employee been charged with violating any federal, state or local criminal statute or regulation (excluding traffic violations other than DWIs or DUIs) for the period beginning ten years prior to the date this prospectus was issued through the present?

Yes

No

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

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

d. Provide a copy of your current registered guide license or a copy of your completed application to *renew* your guide license.

<b>BUSINESS ORGANIZATION AND CREDIT INFORMATION PARTNERSHIP OR SOLE PROPRIETOR</b>			
<b>Name of Entity</b>			
<b>Address</b>			
<b>Telephone Number</b>			
<b>Fax Number</b>			
<b>Email Address</b>			
<b>Contact Person</b>			
<b>Title</b>			
<b>Tax ID #</b>			
<b>Form of Business:</b> <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor			
<b>Years in Business</b>			
<b>OWNERSHIP</b>			
Names And Addresses Of Each Partner Or Sole Proprietor	Percentage of Ownership	Current Value of Business	Role in Providing Concession Services

**BUSINESS ORGANIZATION AND CREDIT INFORMATION  
 CORPORATION**

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

<b>Name of Entity</b>		
<b>Address</b>		
<b>Telephone Number</b>		
<b>Fax Number</b>		
<b>Email Address</b>		
<b>Contact Person</b>		
<b>Title</b>		
<b>Tax ID#</b>		
<b>State of Incorporation</b>		
<b>Date of Incorporation</b>		
<b>OWNERSHIP</b>	<b>NUMBER AND TYPE OF SHARES OR PERCENTAGE OF OWNERSHIP</b>	<b>CURRENT VALUE OF INVESTMENT</b>
Names and Addresses of those with controlling interest or key principals of corporation		
<b>Total of All</b>		
<b>Total Shares Outstanding</b>		
<b>CORPORATE OFFICERS AND BOARD OF DIRECTOR</b>	<b>ADDRESS</b>	<b>TITLE AND/OR AFFILIATION</b>





of the funds, provide a commitment letter from the source of the borrowed funds. If you intend to borrow the funds, please explain in detail the financial arrangements of the loan.

**Subfactor 2: Demonstrate your current financial position.**

a. Provide copies of your financial statements for the two most recent complete fiscal years. For sole proprietors, the financial statement will be a personal financial statement and should include both an income statement and a balance sheet. An income statement lists all of your income and expenses for the entire year. A balance sheet lists everything that you own and everything that you owe as of the last day of the fiscal year.

b. Credit Information

1) List any Foreclosures, Bankruptcies, Transfer in Lieu of Foreclosure and/or Work-Out/Loan Modification Transactions during the *past 10 years*. (If none, so indicate.) Include the name of the property, the city and state, the property type, the approximate loan amount, the lender, and the year of the event. Include an explanation of circumstances, including resolution, bankruptcy plan, and/or other documentation as appropriate.

2) Describe any pending litigation or current lawsuits that will materially impact your financial position if adversely resolved.

3) Provide a current credit report for the entity submitting the proposal. If you are unable to obtain a credit report for the entity submitting the proposal, please indicate this in your proposal and provide a credit report for the primary shareholders of the entity.

**Subfactor 3: Demonstrate the financial feasibility of your proposed operation.**

Estimate the amount of income and expenses for the proposed guided hunting operation. Provide this estimate by completing the prospective income statement on the following page. The prospective income statement is a form to use to estimate the income and expenses for the proposed operation. Blank lines are included on the prospective income statement if you need to provide estimates for expense categories that are not listed. (Describe the categories on the blank lines.) Only revenues and expenses related to the services authorized by the contract (inside the Preserve) are to be included in your prospective income statement, not other services outside the Preserve.

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

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

PROSPECTIVE INCOME STATEMENT FORMAT

Annually for Term of Contract

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

PROSPECTIVE INCOME STATEMENT FORMAT

Annually for Term of Contract

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

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

**Scoring: 0-4**

**Note to Offeror:** The minimum franchise fee for the draft contract is 3% (three percent) of annual gross receipts or a minimum annual fee, whichever is greater. The minimum annual fee is \$500 for guide areas with an authorized client limit over 5 (Guide Area 1), and \$250 for guide areas with an authorized client limit of 5 or less (Guide Area 2).

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

**Guide Area 1**

Please state the franchise fee you offer as a percentage of annual gross receipts:  
\_\_\_\_\_ % of annual gross receipts or \$500, whichever is greater

**Guide Area 2**

Please state the franchise fee you offer as a percentage of annual gross receipts:  
\_\_\_\_\_ % of annual gross receipts or \$250, whichever is greater

**SECTION 4 - DRAFT CONTRACT**

**Category III Contract**

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

Glacier Bay National Park & Preserve

Sport Hunting Guide Services

Concession Contract No. \_\_\_\_\_

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

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

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

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

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

Sec. 1. Term of Contract

This Contract will be from \_\_\_\_\_ until its expiration on \_\_\_\_\_ .

Sec. 2. Services and Operations

(a) Required and Authorized Visitor Services

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

The Concessioner may provide the following authorized Visitor Services within the Area: Sport Hunting Guide Services, including the sale or rental of equipment and clothing associated for its conduct to participants in the activity.

Guide Area: This Contract authorizes the conduct of these services only in [fill in guide area] as depicted in Exhibit C to this Contract. During the term of this Contract the Director may from time to time modify the boundaries of the guide area if appropriate in the interests of resource protection and/or visitor protection and enjoyment, including, without limitation, the avoidance of conflicts with other guided hunts.

(b) Operation, Maintenance and Quality of Operation

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

(c) Operating Plan

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

(d) Rates

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

(e) No Capital Improvements

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

### Sec. 3. Concessioner Personnel

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

### Sec. 4. Environmental

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

### Sec. 5. Fees

#### (a) Franchise Fee

(1) The Concessioner must pay a franchise fee to the Director as follows: *[To be inserted in the final contract. The minimum fee is described in the Business Opportunity. Offerors may propose a higher fee in their response to Principal Selection Factor 5 in the Proposal Package.]*

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

#### (b) Payments Due

(1) Payment of the franchise fee is due on December 31 of each year. If adjustments need to be made to the franchise fee payment due to adjustments to the reported gross receipts at the time of submission of the Concessioner's Annual Financial Report, or for any other reason, the adjustments will be made as follows:

- (i) Additional payments will be made at the time of submission of the Concessioner's Annual Financial Report,
- (ii) Overpayments will be offset against the following year's fees.



(2) All franchise fee payments consisting of \$10,000 or more, will be deposited electronically by the Concessioner in the manner directed by the Director.

(c) Interest

An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed. The percent of interest charged will be based on the current value of funds to the United States Treasury as published quarterly in the Treasury Fiscal Requirements Manual. The Director may also impose penalties for late payment to the extent authorized by Applicable Law.

Sec. 6. Insurance

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

Sec. 7. Records and Reports

(a) Accounting System

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

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

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

(b) Annual Financial Report

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

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

(3) If annual gross receipts are between \$500,000, and \$1,000,000, the financial statements must be reviewed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing

Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

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

(c) Other Reports

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

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

Sec.8. Suspension, Termination, or Expiration

(a) Termination and Suspension

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

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

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

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

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

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

Sec. 9. Assignment, Sale or Encumbrance of Interests

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

Sec. 10. General Provisions – See Addendum 1.

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

By:  
CONCESSIONER:

UNITED STATES OF AMERICA

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

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

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

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

[Corporation]

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

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

Attachments:

- Addendum 1 – General Provisions
- Exhibit A – Nondiscrimination
- Exhibit B – Operating Plan
- Exhibit C – Authorized Guide Area
- Exhibit D – Insurance

## **SECTION 4 - DRAFT CONTRACT**

### **ADDENDUM 1 GENERAL PROVISIONS**

#### 1. Definitions.

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

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

All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, must be included in gross receipts. However, only revenues actually received by the

Concessioner from coin-operated telephones must be included in gross receipts. All revenues received from charges for in-room telephone or computer access must be included in gross receipts.

- (h) "Superintendent" means the manager of the Area.
- (i) "Visitor Services" means the accommodations, facilities and services that the Concessioner is required and/or authorized to provide by this Contract.

## 2. Legal and Regulatory Compliance

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

## 3. Services and Operations

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

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

- (a) Inventory of Hazardous Substances and Inventory of Waste Streams. The Concessioner must submit to the Director, upon request, an inventory of hazardous chemicals used and stored in the Area by the Concessioner. The Concessioner must obtain the Director's approval prior to using any extremely hazardous substance, as defined in the Emergency Planning and Community Right to Know Act of 1986, in operations under this Contract. The Concessioner must also submit to the Director, upon request, an inventory of all waste streams generated by the Concessioner under this Contract.
- (b) Reports. The Concessioner must submit to the Director copies of all documents, reports, monitoring data, manifests, and other documentation required under Applicable Laws to be submitted to regulatory agencies. The Concessioner must also submit to the Director any environmental plans for

which coordination with Area operations are necessary and appropriate, as determined by the Director in accordance with Applicable Laws.

- (c) Notification of Releases. The Concessioner must give the Director immediate written notice of any discharge, release or threatened release (as these terms are defined by Applicable Laws) within or at the vicinity of the Area (whether solid, semi-solid, liquid or gaseous in nature) of any hazardous or toxic substance, material, or waste of any kind, including, without limitation, building materials such as asbestos, or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product.
- (d) Notice of Violation. The Concessioner must give the Director in writing immediate notice of any written threatened or actual notice of violation from other regulatory agencies of any Applicable Law arising out of the activities of the Concessioner, its agents or employees.
- (e) Communication with Regulatory Agencies. The Concessioner must provide timely written advance notice to the Director of communications, including without limitation, meetings, audits, inspections, hearings and other proceedings, between regulatory agencies and the Concessioner related to compliance with Applicable Laws concerning operations under this Contract. The Concessioner must also provide to the Director any written materials prepared or received by the Concessioner in advance of or subsequent to any such communications. The Concessioner must allow the Director to participate in any such communications. The Concessioner must also provide timely notice to the Director following any unplanned communications between regulatory agencies and the Concessioner.
- (f) Cost Recovery for Concessioner Environmental Activities. If the Concessioner does not promptly contain and remediate an unauthorized discharge or release arising out of the activities of the Concessioner, its employees, agents and Contractors, as set forth in this section, or correct any environmental self-assessment finding of non-compliance, in full compliance with Applicable Laws, the Director may, in its sole discretion and after notice to the Concessioner, take any such action consistent with Applicable Laws as the Director deems necessary to abate, mitigate, remediate, or otherwise respond to such release or discharge, or take corrective action on the environmental self-assessment finding. The Concessioner will be liable for and must pay to the Director any costs of the Director associated with such action upon demand. Nothing in this section precludes the Concessioner from seeking to recover costs from a responsible third party.

## 5. Fees

### (a) Adjustment of Franchise Fee

- (1) The Concessioner or the Director may request, in the event that either considers that extraordinary, unanticipated changes have occurred after the effective date of this Contract, a reconsideration and possible subsequent adjustment of the franchise fee established in this section. For the purposes of this section, the phrase "extraordinary, unanticipated changes" will mean extraordinary, unanticipated changes from the conditions existing or reasonably anticipated before the effective date of this Contract which have or will significantly affect the probable value of the privileges granted to the Concessioner by this Contract. For the purposes of this section, the phrase "probable value" means a reasonable opportunity for net profit in relation to capital invested and the obligations of this Contract.
- (2) The Concessioner or the Director must make a request for a reconsideration by mailing, within sixty (60) days from the date that the party becomes aware, or should have become aware, of the possible extraordinary, unanticipated changes, a written notice to the other party that includes a description of the possible extraordinary, unanticipated changes and why the party believes they have affected or will significantly affect the probable value of the privileges granted by this Contract.

- (3) If the Concessioner and the Director agree that extraordinary, unanticipated changes have occurred, the Concessioner and the Director will undertake good faith negotiations as to an appropriate adjustment of the franchise fee.
- (4) The negotiation will last for a period of sixty (60) days from the date the Concessioner and the Director agree that extraordinary, unanticipated changes occurred. If the negotiation results in agreement as to an adjustment (up or down) of the franchise fee within this period, the franchise fee will be adjusted accordingly, prospectively as of the date of agreement.
- (5) If the negotiation does not result in agreement as to the adjustment of the franchise fee within this sixty (60) day period, then either the Concessioner or the Director may request binding arbitration to determine the adjustment to franchise fee in accordance with this section. Such a request for arbitration must be made by mailing written notice to the other party within fifteen (15) days of the expiration of the sixty (60) day period.
- (6) Within thirty (30) days of receipt of such a written notice, the Concessioner and the Director will each select an arbiter. These two arbiters, within thirty (30) days of selection, must agree to the selection of a third arbiter to complete the arbitration panel. Unless otherwise agreed by the parties, the arbitration panel will establish the procedures of the arbitration. Such procedures must provide each party a fair and equal opportunity to present its position on the matter to the arbitration panel.
- (7) The arbitration panel will consider the written submissions and any oral presentations made by the Concessioner and the Director and provide its decision on an adjusted franchise fee (up, down or unchanged) that is consistent with the probable value of the privileges granted by this Contract within sixty (60) days of the presentations.
- (8) Any adjustment to the franchise fee resulting from this section will be prospective only.
- (9) Any adjustment to the franchise fee will be embodied in an amendment to this Contract.
- (10) During the pendency of the process described in this section, the Concessioner will continue to make the established franchise fee payments required by this Contract.

## 6. Indemnification

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

## 7. Notice of Bankruptcy or Insolvency

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

365. The Director may terminate this Contract if the Director determines that the Concessioner is unable to perform the terms of Contract due to such bankruptcy or insolvency action.

8. Additional Provisions

- (a) This Contract contains the sole and entire agreement of the parties. No oral representations of any nature form the basis of or may amend this Contract. This Contract may be extended, renewed or amended only when agreed to in writing by the Director and the Concessioner.
- (b) This Contract does not grant rights or benefits of any nature to any third party.
- (c) The invalidity of a specific provision of this Contract will not affect the validity of the remaining provisions of this Contract.
- (d) Waiver by the Director or the Concessioner of any breach of any of the terms of this Contract by the other party will not be deemed to be a waiver or elimination of such term, nor of any subsequent breach of the same type, nor of any other term of the Contract. The subsequent acceptance of any payment of money or other performance required by this Contract will not be deemed to be a waiver of any preceding breach of any term of the Contract.
- (e) No member of, or delegate to, Congress or Resident Commissioner will be admitted to any share or part of this Contract or to any benefit that may arise from this Contract but this restriction will not be construed to extend to this Contract if made with a corporation or company for its general benefit.
- (f) This Contract is subject to the provisions of 43 CFR, Subtitle A, Part 12, Subpart D, concerning nonprocurement debarment and suspension. The Director may recommend that the Concessioner be debarred or suspended in accordance with the requirements and procedures described in those regulations, as they are effective now or may be revised in the future.



## **SECTION 4 - DRAFT CONTRACT EXHIBIT A NONDISCRIMINATION**

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

#### **A. Employment**

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

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

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

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

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

#### C. Facilities

(1) Definitions: As used herein:

- (a) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner;
- (b) Facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from:

- (a) Publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin, or disabling condition;
- (b) Discriminating by segregation or other means against any person.

#### **Section II: Accessibility**

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

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be

subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

A. Discrimination Prohibited

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

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

B. Existing Facilities

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

## **SECTION 4 - DRAFT CONTRACT EXHIBIT B OPERATING PLAN**

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

### **I. INTRODUCTION**

This Operating Plan between \_\_\_\_\_ (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") shall serve as a supplement to Concession Contract CC-GLBA90X-05 (hereinafter referred to as the "CONTRACT"). It describes specific operating and maintenance responsibilities of the Concessioner and the Service with regard to those lands within Glacier Bay National Preserve (the Area) utilized by the Concessioner for the purposes authorized by the CONTRACT.

In the event of any conflict between the terms of the CONTRACT and this Operating Plan, the terms of the CONTRACT, including its designations and amendments, shall prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area.

Any revisions shall not be inconsistent with the main body of this CONTRACT. Any revisions must be reasonable and in furtherance of the purposes of the CONTRACT.

### **II. MANAGEMENT AND ORGANIZATION**

National Park Service – The Superintendent is responsible for the total park operation. The Superintendent has designated the Chief of Concessions and the Dry Bay District Ranger as the staff responsible for day-to-day concession operations. Law enforcement/visitor protection matters are delegated to the Chief Ranger and Dry Bay District Ranger. Resource Management and Compliance matters are delegated to the Chief of Resource Management. Each of these may designate a specific contact person to handle routine matters.

Concessioner – Concession operations will carry out the policies and directives of the Service as well as those of the Concessioner in the operation of the authorized concessions services in Glacier Bay National Preserve. The Concessioner will manage and, if necessary, employ a staff with the expertise to operate all services authorized under the concessions contract. The primary contact for the National Park Service will be the registered guide who completes and signs the Hunt Record required by the State of Alaska under Alaska Professional Statute 12 AAC 75.210.

### **III. REQUIRED DOCUMENTS**

#### **A. Annual Reports and Payments**

1. The Concessioner will provide the Superintendent the following annually:

Item	Annual Submission Requirements
Guide and Outfitters Insurance Certificate	Prior to startup of operations
Proof of State of Alaska Guide License for all guides	Prior to startup of operations
Proof of State of Alaska Big Game Hunt License for all guides	Prior to startup of operations
Proof of First Aid and CPR Certification for all guides	30 days prior to startup of operations
Concessioner's Roster of Employees *	30 days prior to startup of operations
Client list *	30 days prior to startup of operations
Concessioner's Hunt Schedule **	30 days prior to startup of operations
Schedule of Rates ***	30 days prior to startup of operations
Business Brochures & Advertising	30 days prior to startup of operations
Aircraft Liability Insurance Certificate*	30 days prior to startup of operations
Aircraft List (with "N" numbers) *	30 days prior to startup of operations
Location of planned camps, blinds, caches and staging areas*****	30 days prior to startup of operations
Annual Financial Report	March 1 of each year
Franchise Fee Payment	December 31 of each year
Post Hunting Season Report	January 1 of each year-see Appendix 1
State Hunt Records (Alaska Division of Occupational Licensing)	January 1 of each year

\* Should the Concessioner add or change employees, clients, or aircraft after submission of the reports, the Concessioner will advise the Superintendent of the changes as soon as possible.

\*\* At a minimum, the hunt schedule will include the hunt dates, species to be hunted and proposed location(s). Should additional hunts be booked after the schedule is submitted, the Concessioner will provide the Superintendent with the required information regarding those hunts prior to entering the Preserve.

\*\*\* In addition to hunt rates, the Concessioner must include a description of all services provided for those rates (such as air transportation, lodging outside the park, etc.)

\*\*\*\* Provide GPS (Global Positioning System) derived latitude and longitude (to GPS level of accuracy) if known or clearly legible photocopies of 1" to the mile maps with all anticipated locations to be used highlighted.

**B. Additional Reports:** The Concessioner will report to the Service within 24 hours all:

1. Accidents involving personal injury, minor aircraft damage, threatening incidents involving wildlife or conflicts with other preserve visitors;
2. Instances involving the taking of wildlife in defense of life or property;
3. Accidents involving a fatality or serious injury, or involving substantial aircraft damage [For the purposes of this paragraph, "substantial damage" means damage or failure, which adversely affects the structural strength, performance, or flight characteristics of the aircraft or any damage in excess of \$1,000.];
4. Instances in which a client becomes separated from a guide and cannot be located;
5. Instances where a client became sick during a hunt; and
6. Instances in which a client notified the guide that the client became ill immediately following the hunt.

#### **IV. CONCESSION OPERATIONS**

##### **A. Resource protection**

1. The Concessioner shall store food and game meat, hides, and other retained animal parts such that it is not accessible to bears and other wildlife.
2. All garbage, including residue from garbage that is incinerated, must be removed from the Preserve each time a hunting camp is vacated.
3. The use of gas or propane stoves is strongly encouraged for cooking. Only dead or down wood may be collected for use as fuel for campfires. Fires may be built only on gravel bars or mineral soil or by using a fire pan. Fires may not be left unattended and must be completely extinguished upon termination of use.

##### **B. Hazardous Materials Program**

1. Storing fuel in the Preserve other than in a plane, vehicle or boat is prohibited unless authorized by the Service in writing.
2. The Concessioner will properly clean, mitigate, and remediate all unauthorized discharges of hazardous materials or non-hazardous chemical and biological products released from any source. Response shall be consistent with guidelines established within applicable federal, state, and local regulations. When a spill, leak, or other release occurs, the Concessioner shall notify the Service as soon as possible without impeding cleanup.

##### **C. Number of Clients**

The annual number of clients shall not exceed 12 [Guide Area 1] or 4 [Guide Area 2] hunters. This does not include non-hunters.

##### **D. Camps and Access**

1. Concessioner camps are limited to minimum-impact type tent camps, which must be completely broken down and removed in their entirety from the Preserve at the end of the hunting season.
2. No property of any kind may be stored or left unattended for more than 48 hours without prior written permission from the Superintendent. The Concessioner shall remove all property from the Preserve at the end of the hunting season.
3. Using a GPS, the Concessionaire will record the latitude and longitude location (to GPS level of accuracy) of all base camps, spike camps, field camps, and staging areas used during the season. These GPS coordinates will be included on the Glacier Bay National Preserve Post Hunting Season Report (see Appendix 1) and given to the Superintendent at the end of the year. The Glacier Bay National Preserve Post Hunting Season Report is due January 1.

#### **E. Operational Safety Program**

1. Concessioner will supply clients with a checklist of items to bring and will ensure that clients are properly equipped before entering the field.
2. The Concessioner and all employees working in the field will be well trained in communications, firearms safety, bear safety, fire safety and camp safety.
3. The Concessioner and all employees must be able to operate all communications equipment.
4. Life jackets of the appropriate size must be available for all passengers, including adults and children, engaged in any boating activity.

#### **F. Emergency Operations**

Reserved

#### **G. Equipment**

Reserved

#### **H. Rates and Reservation/Deposit/Refund/Discount/Cancellation Policies**

A highly competitive market exists within the hunting guide industry in Alaska. A sufficient number of hunting guides provide similar services throughout Alaska, resulting in a range of prices and types of hunts available. The pricing of a hunt may not be directly enhanced by its locations within Glacier Bay National Preserve. Prices for hunts are also routinely negotiated between guides and clients. Therefore, a competitive market declaration will be the rate approval method for sport hunting guide services.

#### **I. Interpretive Visitor Services and Client Orientation**

The Concessioner shall inform all clients that they are hunting within a National Park Service unit. The Concessioner will provide visitors information about the mission of Glacier Bay National Park and Preserve. The mission states that the goal of the National Park Service is to conserve the scenery and the natural and historic objects, scenery and the wildlife 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. It goes on to state that the designated regions should be "preserved and managed for the benefit and inspiration of all people of the United States" ... it is the Concessioner's responsibility not only to minimize the impact of the hunts on the environment but to provide sufficient information to clients that they fully appreciate the

importance of perpetually maintaining and preserving the resources of Glacier Bay National Preserve for future visitors and for future generations.

**J. Staffing, Employment and Employee Training**

1. Prior to the beginning of each hunting season, Concessioner will ensure that all employees are familiar with provision of this contract and applicable federal, State and Local laws.

**K Complaints**

1. The Service will send complaints or comments to the Concessioner for investigation and response within 30 days of receipt. The Concessioner will provide a copy of the response to the Superintendent within 30 days of receipt.

2. The Concessioner will provide to the Service copies of all client complaints received by the Concessioner within two weeks of receipt by the Concessioner. The Concessioner will provide a copy of the response to the Service within 30 day of receipt.

**L. Park Compendium**

The Concessioner will comply with all applicable provisions of 36 CFR Part 1 and the park compendium as revised.

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Superintendent, Glacier Bay National Preserve

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Date



## SECTION 4 - DRAFT CONTRACT EXHIBIT C AUTHORIZED GUIDE AREAS

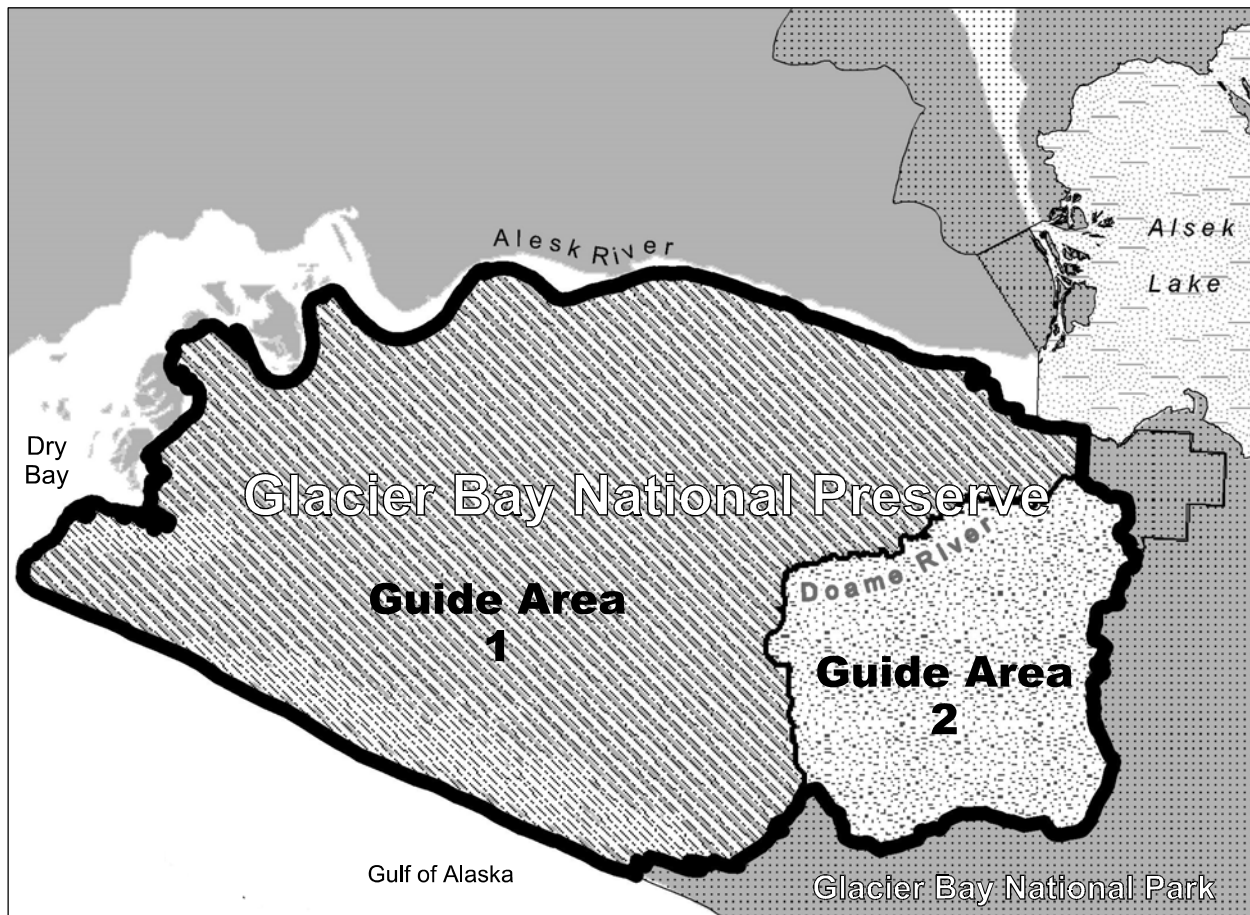
There are two authorized hunting guide areas within Glacier Bay National Preserve.

The hunting guide area authorized under this contract is labeled as [“Guide Area 1” or “Guide Area 2”] on the following map.

The Glacier Bay National Preserve hunting guide areas are as follows:

**Guide Area 1** includes Glacier Bay National Preserve lands north and west of the Doame River as shown on the following map.

**Guide Area 2** includes Glacier Bay National Preserve lands south and east of the Doame River as shown on the following map.



## **SECTION 4 - DRAFT CONTRACT EXHIBIT D INSURANCE REQUIREMENTS**

### **I. General**

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

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

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

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

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

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

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

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

#### **A. Commercial General Liability**

1. Coverage will be provided for bodily injury, property damage, personal or advertising injury liability (and must include Contractual Liability and Products/Completed Operations Liability).

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

2. If the policy insures more than one location, the General Aggregate limit must be amended to apply separately to each location, or, at least, separately to the appropriate NPS location(s).

B. Automobile Liability (if vehicles are used on NPS lands)

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

Each Accident Limit:           \$300,000

C. Liquor Liability (if applicable)

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

Each Common Cause Limit           \$300,000  
Aggregate Limit

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

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

Each Occurrence Limit: \$300,000

E. Aircraft Liability (if applicable)

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

Each Person Limit: As required by the U.S. Department of Transportation and State of Alaska  
Property Damage Limit:           "       "  
Each Accident Limit:               "       "

F. Excess Liability or Excess "Umbrella" Liability

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

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

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

Any One Loss           \$300,000

H. Environmental Impairment Liability

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

Each Occurrence or Each Claim Limit	\$300,000
Aggregate Limit	\$600,000

I. Special Provisions for Use of Aggregate Policies.

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

J. Self-Insured Retentions.

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

I. Workers Compensation and Employers' Liability.

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

II. Insurance Company Minimum Standards.

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

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

III. Certificates of Insurance.

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

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

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

IV. Statutory Limits

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

## APPENDIX A

### Existing Concessioner Gross Receipts and Franchise Fees

		2003	2002	2001
<b>Gary Gray</b> (Guide Area 1)	Gross Receipts	\$26,978	\$48,737	\$41,392
	Franchise Fee	\$809	\$1,462	\$1,241
<b>John H. Latham</b> (Guide Area 2)	Gross Receipts	\$0	\$0	\$0
	Franchise Fee	\$500	\$500	\$500