



National Park Service
U.S. Department of the Interior

Glacier Bay National Park & Preserve

PO Box 140
Gustavus, AK 99826
907-697-2232 phone
907-697-2654 fax

Prospectus

A Concession Business Opportunity for Guided Alsek River Raft Trips



Solicitation # GLBA-ALSEK-03

Experience Your America

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

Solicitation # GLBA-ALSEK-03

PROSPECTUS UNDER WHICH CONCESSION CONTRACTS WILL BE AWARDED
FOR THE OPERATION OF GUIDED ALSEK RIVER RAFT TRIPS WITHIN
GLACIER BAY NATIONAL PARK AND PRESERVE

Date Issued: **February 5, 2003**

Offers and Any Modifications Must be Received

at:

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

by:

April 11, 2003 at 4:00 pm

Address Questions to:

Mr. David Nemeth
Chief of Concessions
PO Box 140
Gustavus, Alaska 99826
Phone: 907-697-2624
Fax: 907-683-9610
e-mail: david_nemeth@nps.gov

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SECTION 1: BUSINESS OPPORTUNITY

Introduction

The U.S. National Park Service (NPS) intends to award a number of concession contracts for guiding river rafting float trips on that portion of the international Alsek River within Glacier Bay National Park & Preserve. Up to 24 river trips are available to be awarded via the process described in this prospectus. The contracts to be awarded will be for the period January 1, 2004 through December 31, 2013.

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

The Contracts To Be Awarded

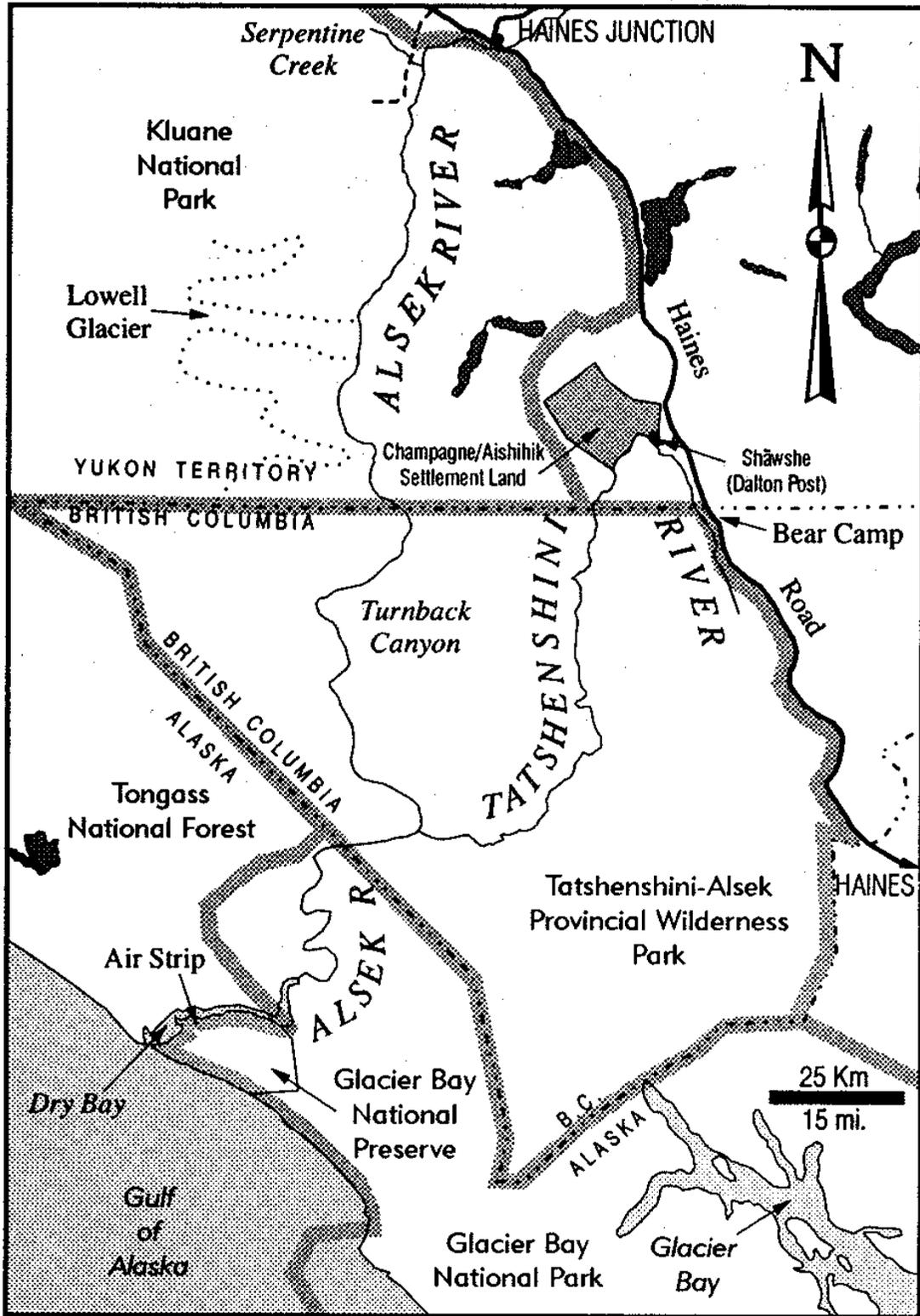
Applicants may compete for guided raft trips on the Alsek River in one or more of the following separate categories. The existing concessioners (categories B-D) have a right of preference to their current contracts but must compete in accordance with 36 CFR Part 51. ANILCA Section 1307 preferences also apply (see "Proposal Instructions - Preferred Offeror Determinations").

- A. Seven trips¹ for which there is no incumbent concessioner with a right of preference in renewal. These seven trips may be awarded in one or more contracts to one or more companies.
- B. A contract (GLBA008) for 3 trips. This contract, which is held by Alaska Discovery, Inc., expires on December 31, 2003.
- C. A contract (GLBA033) for 2 trips. This contract, which is held by Gary Gray, expires on December 31, 2003.
- D. A contract (GLBA014) for 7 trips. This contract, which is held by Mountain Travel/Sobek, Inc., expires on December 31, 2003.

The following trips are currently held by operators with historic rights under 36 CFR 13.82. If these operators receive authorization for their historic level of service from the Canadian allocation or do not elect to assert their rights to continue these services, the trips would be allocated as additional categories.

- E. A contract (GLBA011) for 1 trip. This contract, which is held by Chilkat Guides, expires on December 31, 2003.
- F. A contract (GLBA012) for 1 trip. This contract, which is held by Colorado River & Trail Expeditions, expires on December 31, 2003.
- G. A contract (GLBA013) for 1 trip. This contract, which is held by James Henry River Journeys, expires on December 31, 2003.
- H. A contract (GLBA017) for 2 trips. This contract, which is held by Wilderness River Outfitters, expires on December 31, 2003.

¹ Two of these seven trips may be allocated to a Canadian company on a non-competitive basis under 36 CFR 13.82, if this company is not awarded any trips by Canadian authorities. See Historic Operator Preference in this section for a more complete explanation.



Tatshenshini - Asek Watershed

A concession contract from the U.S. National Park Service is required in order to operate trips on the Alsek River within Glacier Bay National Preserve at any time of year, i.e. not just the dates covered by the current or a future scheduling agreement. Only those companies awarded a concession contract for use during the summer season (the period covered by the Interim Scheduling Agreement) will be authorized to operate raft trips on the river prior to or after this period.

Limitation On Number Of Trips Per Company

In order to enhance opportunities for visitors to select from a variety of possible guided raft trips on the Alsek River, reflecting diverse itineraries, program orientation and price, the maximum number of trips any one company may be awarded pursuant to this prospectus is seven. This restriction does not apply to any company that currently has more than seven trips. Any company with more than seven trips may be awarded up to the number they are currently assigned. Two or more companies under the same ownership or control will be limited to a maximum of seven trips. For example, Alaska Discovery and Sobek/Mountain Travel are under the same ownership and control. They currently are assigned three and seven trips, respectively. The maximum number of trips they may be awarded pursuant to this prospectus is ten. The limitation of seven trips, and the exception, will apply to all Alsek River trips combined, including trips awarded pursuant to historic rights, this prospectus or by U.S. or Canadian land managers.

Existing Alsek River Concessioners

The following six U.S. concessioners currently operate in the park. Their authorizations expire on December 31, 2003.

U.S. Companies	Contract Number	Historic Trips - To Be Awarded Non-competitively	Non-Historic Trips - To Be Awarded Competitively	Total Trips
Alaska Discovery, Inc.	GLBA008	0	3	3
Chilkat Guides, Ltd.	GLBA011	1	0	1
Colorado River & Trail Expeditions	GLBA012	1	0	1
Gary Gray, Registered Guide	GLBA033	0	2	2
James Henry River Journeys	GLBA013	1	0	1
Mountain Travel-Sobek	GLBA014	0	7	7
Wilderness River Outfitters	GLBA017	2	0	2
Authorized Trips - No right of renewal			7 ¹	7
Totals		5	19¹	24

Historic Operator Preference

Four of the existing U.S. based operators are historical operators, as defined by Section 1307 of the Alaska National Interest Lands Conservation Act of 1980 (ANILCA) and 36 CFR 13.81(d). (Please see law, regulation and policy information below.) Generally historical operators have a right to continue to provide the same kind and scope of service that they were legally engaged in providing prior to January 1, 1979 (see 36 CFR 13.82(a)). The above table identifies the historical operators and their historic scope of use.

¹ See footnote #1, page 1.

¹ See footnote #1, page 1.

Historical operators will be permitted to continue to provide their historic scope of use, provided their historical rights are not lost (see 36 CFR 13.82(g)). If any of the historical operators are not awarded a new contract pursuant to this solicitation and competitive process, they will be issued a separate contract for their historic scope of use on a non-competitive basis, pursuant to 36 CFR 13.82(e).

If the historical operators are awarded a new contract pursuant to this solicitation and competitive process, a single new contract will be issued to these operators. The historic scope of use will be included and separately identified in such contracts.

A Canadian Alsek River rafting company (Canadian River Expeditions) is an historical operator, for two trips (not shown in table above). If this company is not awarded an authorization for at least two trips as part of the 24 trips to be allocated by Canadian authorities, this company will be issued a separate contract for its historic scope of use (two trips) on a non-competitive basis pursuant to 36 CFR 13.82(a). If this company is awarded at least two trips pursuant to the Canadian allocation, historic rights will be satisfied and these two trips will be competitively allocated under this prospectus.

The Alsek River

The Alsek River and its major tributary, the Tatshenshini River, rise in the Yukon Territory, Canada, and flow south through British Columbia and Alaska before emptying into the Gulf of Alaska, 50 miles southeast of Yakutat, Alaska (see map 1). It is a large volume, glacial river system.

The Alsek River watershed is centrally located within the 25 million acre St. Elias Mountain Parks World Heritage Site. Designated a World Heritage Site (WHS) in 1992 by the United Nations Educational, Scientific, and Cultural Organization (UNESCO) under the World Heritage Convention, the WHS combines four contiguous parks - two in the United States (Glacier Bay National Park and Preserve and Wrangell St. Elias National Park & Preserve) and two in Canada (Kluane National Park and Tatshenshini-Alsek Wilderness Provincial Park). It is one of the largest protected areas in the world.

The most outstanding features of the river are uncommon environmental diversity, impressive ice age scenery, an excellent wilderness environment and wildlife viewing (particularly on the upper Alsek branch in Canada). The environmental diversity is a result of the river breaching the coast range, offering an easy travel corridor from the interior, through the heart of the Coast Range to the Gulf of Alaska. There is a transition from a dry, cold, continental interior climate to a wet, warmer, maritime climate along the Tatshenshini River and Alsek River. The rugged St. Elias Mountains form a barrier to storms from the Gulf of Alaska and create a rain shadow effect on the leeward side of the mountains. The rivers transect the mountain barrier allowing warm, wet coastal conditions to penetrate farther into the continental interior.

The majority of float trips originate on the Tatshenshini River at Dalton Post, Yukon Territory, the last road accessible put-in off the Haines Highway (see map). A six mile long canyon beginning a few miles downriver from Dalton Post offers Class III whitewater at most water levels, Class IV at high water (International Rating System - Class I being the least difficult and Class VI the most difficult). There are a number of Class II-III holes or rapids further downstream over the 85 river miles from Dalton Post to the confluence with the main stem of the Alsek River.

Most boaters who float the main stem of the Alsek River put-in at Serpentine Creek, near the town of Haines Junction, Yukon, the last road accessible put-in on this branch of the river. From this point, it is 125 river miles to the confluence with the Tatshenshini River. Turnback Canyon is a major obstacle on this branch of the river; Class V-VI whitewater in the canyon causes operators to make a seven mile portage over the Tweedsmuir Glacier for rafters (usually by helicopter).

The U.S./Canada border is 8 river miles downriver from the confluence, and there are another 48 river miles, all within Glacier Bay National Park and Preserve, to the Pacific Ocean.

Commercially guides trips putting-in at Dalton Post on the Tatshenshini River and taking-out at Dry Bay (140 miles) average 10 days in length. Trips putting-in at Serpentine Creek on the upper Alsek River and taking-out at Dry Bay (180 miles) average 12 days in length. Companies are assigned a take-out date at the end of the trip at Dry Bay. The start of the trip and consequently the number of days on the river are determined by the company.

Alsek River Management

Float trips on the international Alsek River, including its Canadian tributary - the Tatshenshini River, are managed cooperatively by the affected public land managers - the U.S. National Park Service within Glacier Bay National Park and Preserve, Parks Canada within Kluane National Park, BC Parks within Tatshenshini-Alsek Wilderness Provincial Park and the Yukon Territory Government within the Yukon Territory. Champagne and Aishihik First Nation, representing Southern Tutchone and Tlingit Native people in Canada whose traditional territory encompasses these rivers, is also actively involved in cooperative management of the river, as co-manager of Tatshenshini-Alsek Wilderness Provincial Park and pursuant to other legal claims.

Management of float trips on the Alsek and Tatshenshini Rivers is based on the following principles:

- Total use (commercial and private trips) is limited to one trip per day arriving at the take-out (Dry Bay) in Glacier Bay National Preserve.
- 50% of the trips are reserved for commercial trips and 50% for private trips.
- Based on past use, the primary visitor season is identified as the period from June 12 through September 15 for trip arrivals at the take-out at Dry Bay. During this 96 day period, 48 commercial trips and 48 private are authorized.
- Of the commercial allocation, 50% (24 trips) will be allocated by the U.S. National Park Service and 50% (24 trips) will be allocated by Canadian authorities. Any company can apply under either the U.S. or Canadian solicitations, i.e. companies from Canada or any other country can apply for an U.S. National Park Service concession contract pursuant to this solicitation.
- Group size for commercial and private trips is limited to 15 persons total, including clients, guides and trainees.²
- Commercial and private trips are assigned arrival dates for the take-out (Dry Bay) in Glacier Bay National Preserve. See below.

Scheduling of Trips

Commercial and private river trips for 2004 have been assigned dates for their arrival at the take-out in Glacier Bay National Preserve, in accordance with the Tatshenshini-Alsek River Managers and Operators Interim Scheduling Agreement, December 12, 1996. The 2004 take-out date assignments are listed in Appendix B.

The majority of the 48 commercial trips, including a majority of the 19 trips to be allocated via this prospectus, are required by Canadian land managers to use a river put-in (starting location) on the Tatshenshini River in the Yukon Territory, Canada (referred to in the Scheduling Agreement as "Tatshenshini" trips). Dalton Post, the last road accessible location on the Tatshenshini River, is the usual river put-in. A smaller number of commercial trips are authorized by Canadian land managers to use a river put-in on the upper Alsek River in the Haines Junction area of the Yukon Territory (referred to in Appendix B as "Alsek" trips).

Any Offeror which is awarded a concession which is currently held by an incumbent will be assigned the take-out dates currently held by that incumbent for 2004.

² Commercial trips authorized prior to adoption of the Glacier Bay National Park Alsek River Visitor Use Management Plan (July 1989) had a party size of 25. Such trips continue to have a party size limit of 25 persons total. The exception for the larger group size is lost at such time as there is a change in controlling interest in the company, as defined in 36 CFR Part 51, Subpart J, after July 1989. All of the trips to be awarded under this prospectus have a party size limit of 15 persons total.

Seven of the trips to be awarded have no incumbent concessioner with a right of preference (See "Contracts To Be Awarded" item "A"). These seven trips are currently assigned to the following companies for the dates listed:

Company	Number of Trips	Take-out Dates (Put in location) A = Alsek, T = Tatshenshini ³
Alaska Discovery, Inc.	1	June 22 (T)
Chilkat Guides, Ltd.	4	June 14 (A), June 28 (T), Aug. 31 (T), Sept 12 (T)
James Henry River Journeys	1	June 30 (T)
Mountain Travel - Sobek, Inc.	1	June 20 (A)
Total	7	

The companies who are awarded these seven trips will be required to use these take-out dates.

The 2005-2013 take-out schedule will be established after the contracts have been awarded. The schedule will be established collaboratively by the land managers and will likely be based on the following:

- The primary boating season (June 12 - September 15: 96 days) will be divided into 12 eight-day blocks.
- Each block will have 2 U.S. allocated and 2 Canadian allocated commercial takeout dates - with the remaining four days reserved for private parties.
- The 24 authorized U.S. take-outs will be allocated to operators by assigning each operator a number by drawing (for example four operators would have numbers from 1 to 4). Each operator would select one date (no more than two in each block) in the order of the numbers drawn (1-4). Operators with remaining dates would select the second date in reverse order (4-1) and so on until all dates are selected.
- U.S. take-out dates will be on odd numbered days; Canadian take-out dates on even numbered days.
- Swapping among operators would be permitted as long as the private/commercial 50/50 split (overall and within blocks) is not disrupted (subject to put-in constraints).
- Swapping commercial dates for private dates would be permitted prior to November 1 as long as the private/commercial 50/50 split (overall and within blocks) is not disrupted (subject to put-in constraints).

Canadian Alsek River Management Requirements

Companies awarded an U.S. National Park Service concession contract for this service must comply with all Canadian requirements prior to operating on the Canadian portion of the Alsek and Tatshenshini Rivers. Some of these requirements are summarized below:

Requirement	Agency	Contact Information (address, phone, e-mail, website, etc.)
Permits and licenses authorizing activities in Kluane National Park & Reserve, Canada	Parks Canada	Tom Elliot Kluane National Park & Reserve 205-300 Main Street Whitehorse, YT Y1A 2B5 867-667-3915 Tom.elliott@pc.gc.ca
Permits and licenses authorizing activities in Tatshenshini-Alsek Park, British Columbia, Canada	British Columbia Parks	Hugh Markides British Columbia Parks Postal Bag 5000 Smithers, BC V0J 2N0 250-847-7320

³ Denotes whether the trip originates on the upper Alsek River (usual put-in is in the Haines Junction area, Canada) or the Tatshenshini River (usual put-in is Dalton Post, Canada). Canadian authorities regulate the portion of these trips in Canada.

		hugh.markides@gems2.gov.bc.ca
Permits or licenses authorizing activities in lands administered by Champagne & Aishihik First Nations are not currently required.	Champagne & Aishihik First Nations	Lawrence Joe Champagne & Aishihik First Nations 100-304 Jarvis Street Whitehorse, YT Y1A 2H2 867-667-4161 ljo@cafn.ca
Licenses authorizing Wilderness Tourism activities in the Yukon, Canada	Yukon Government	Afan Jones Registrar, Wilderness Tourism Licensing Yukon Territorial Government (V-4) P.O. Box 2703 Whitehorse, YT Y1A 2C6 867-667-3048 afan.jones@gov.yk.ca

History of Use

The following table presents historic use statistics for the river. The first commercial trip in the modern era is believed to have been run in 1976. Commercial and private float trips increased quickly after that.

Year	Guided Trips	Guided Trip Visitors	Private Trips	Private Trip Visitors	Total Trips	Total Visitors
2002	35	506	25	221	60	727
2001	37	562	32	250	69	812
2000	37	554	30	246	67	800
1999	39	573	41	245	80	818
1998	38	587	39	326	77	913
1997	36	545	34	303	70	848

Facilities

The concessioners are required to base their operations for the services authorized by the Concession Contract outside the boundary of Glacier Bay National Park and Preserve. There are no facilities provided or authorized for this service within park/preserve boundaries.

Basic Financial Information

Annual gross receipts and franchise fees are included in the appendix.

The Service does not guarantee the economic viability of this opportunity. The Service expects this opportunity to be economically feasible. 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 in their proposal.

Franchise Fees

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

Law, Regulation, Policy and Park Information

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

Document or Information	Website
Concessions Management Improvement Act of 1998 (P.L. 105-391)	http://www.nps.gov/akso/concessions/home.htm or: http://www.access.gpo.gov/su_docs/index.html
NPS Concession Management Regulations - 36 CFR Part 51	http://www.nps.gov/akso/concessions/home.htm or: http://www.access.gpo.gov/su_docs/index.html
ANILCA Section 1307 Regulations - 36 Part 13, Subpart D (36 CFR 13.80-13.87)	http://www.nps.gov/akso/concessions/home.htm or: http://www.access.gpo.gov/su_docs/index.html
NPS Management Policies, Chapter 10- Commercial Visitor Services	http://www.nps.gov/policy/mp/policies.pdf
Glacier Bay National Park & Preserve Website	http://www.nps.gov/glba

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 you should do so early enough to ensure receipt by NPS by the due date. You also may deliver your proposal to NPS at this address by the time and date shown on the inside cover of this prospectus. If a proposal is not received by the due date, 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 in general must follow the format provided in the Proposal Package.

Separate Offers

As explained in "Business Opportunity", p. 1, applicants may compete for guided raft trips on the Alsek River in one or more separate categories. This is necessary to give incumbent concessioners their statutory preferences.

Proposal Submission Requirements

- A) **Numbering.** Each page and section of a proposal should be numbered.
- B) **Copies.** 4 (four) hard copies of a proposal in the format outlined in the Proposal Package should be submitted.
- C) **Label.** The copies should be contained in a sealed envelope with the following marked on the envelope:

“CONCESSION PROPOSAL, MAILROOM DO NOT OPEN.”

The due date specified in the Prospectus for receipt of the proposal by NPS.

The name and address of the Offeror.

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 in writing, and will provide the question and response to all other persons who requested a Prospectus. Questions submitted after this date may not be answered. 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

A) NPS Review.

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

B) Merits of the Proposal.

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

Selecting the Best Proposal

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

Preferred Offeror Determinations

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

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

Historical Operator means “the holder of a valid written authorization from the Director to provide visitor services within a park area that on or before January 1, 1979, was lawfully engaged in adequately providing such visitor services in the applicable park area...” (36 CFR 13.81(d)). The National Park Service has determined that Chilkat Guides, Colorado River and Trail Expeditions, James Henry River Journeys, and Wilderness River Outfitters are currently Historical Operators. See "Business Opportunity - Historic Operator Preference" for a description of the historic kind and scope of service recognized for these companies.

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

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

directly affected" by the establishment of Glacier Bay National Park & Preserve. Other Native Corporations may apply for this same determination in conjunction with this solicitation, pursuant to 36 CFR 13.85(d). See Proposal Package - ANILCA Section 1307 Preferred Operator Application.

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

The Native Corporations determined to be "most directly affected" and local residents have equal preference. (36 CFR 13.83(c))

See 36 CFR Part 13, Subpart D for a description of how the above preferences are exercised and the applicable appeal procedures. In general, in the event that the best proposal received is from a non-preferred Offeror, the Preferred Operator that submitted the best proposal from among all Preferred Operator proposals will be entitled to match the terms of the better proposal. In the event that the best proposal received is from a Preferred Operator, that Preferred Operator will be selected for award of the contract.

Certain provisions of 36 CFR Part 13, Subpart D and the draft concession contract relevant to joint ventures, subconcessions and management agreements are reproduced below for the convenience of the Offeror. Proposals from Preferred Operators that do not comply with the following provision will not be considered as responsive to this solicitation.

"An offer from a preferred operator under this subpart, if the offer is in the form of a joint venture, will not be considered valid unless it documents to the satisfaction of the Director that the preferred operator holds the controlling interest in the joint venture." (36CFR13.83(d))

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

"Subconcession or other third party agreements, including management agreements, for the provision of visitor services required and/or authorized under this CONTRACT are not permitted." (Draft concession contract, Section 19(c))

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

The National Park Service has determined that all existing concessioners have a right of preference to their respective draft concession contracts as the anticipated gross receipts of the draft contracts are less than \$500,000 for the first year of operation and the existing concessioners otherwise meet the requirements for a right of preference.

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

C) Relationship between the two preferences. The rights of preferred operators under ANILCA Section 1307 take precedence over the right of preference granted to existing satisfactory NPS concessioners (36 CFR 13.83(c)).

Only "Responsive" Proposals will be Considered by NPS.

A) What is a Responsive Proposal?

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

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

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

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

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

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

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

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

D) Thorough Review.

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

E) Expanded Facilities or Services.

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

F) Additional Benefits to the Government.

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

G) Financial Feasibility.

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

H) Complete Offer.

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

I) Amendment or Cancellation of this Prospectus.

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

J) Additional Information.

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

K) Execution of the New Contract.

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

L) Additional Terms and Conditions.

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

M) Independent Assessment.

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

N) Concise Proposals.

The NPS suggests (but does not require) that Offerors limit their response to each of the selection factors to a maximum of three pages, not including appended material. Overly wordy, repetitious or verbose proposals are not encouraged.

Offeror's Transmittal Letter and Accompanying Proposal.

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

The Offeror's Transmittal Letter states your acceptance of the terms and conditions of the concession opportunity as set forth in this prospectus. It states that you will comply with the required elements of the contract and related terms of the prospectus. The letter must bear original signatures and be included in the 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 draft concession contract as the Concessioner. If the entity that is to be the Concessioner is not formally in existence as of the time of submission of a proposal, a proposal must demonstrate that the individuals or organizations that intend to establish the entity that will become the Concessioner have the ability and are legally obliged to cause the entity to be financially and managerially capable of carrying out the terms of the contract in accordance with the terms of the offeror's proposal. In addition, the Offeror must unconditionally state and guarantee in its proposal that the Offeror will provide the Concessioner with all funding, management and/or other resources that the proposal offers.

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

SECTION 3: PROPOSAL PACKAGE

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

OFFEROR’S TRANSMITTAL LETTER

To: Ms. Tomie Lee
Superintendent
Glacier Bay National Park & Preserve
PO Box 140
Gustavus, AK 99826

Attention: Concessions Division

Dear Ms. Lee:

We hereby agree to provide Alsek River rafting guide services at Glacier Bay National Park & Preserve in accordance with the terms and conditions specified in the draft Concession Contract provided in the Prospectus issued by the public notice in the Federal Business Opportunities (solicitation # GLBA-ALSEK-03), and to execute the draft Concession Contract without substantive modification (except as may be required by the National Park Service pursuant to the terms of the Prospectus).

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

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

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

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

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

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

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

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

BY _____ DATE _____
(Type or Print Name)

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: _____ DATE _____
(Type or print name and date)

Original Signature

TITLE _____

ADDRESS _____

ANILCA SECTION 1307 PREFERRED OPERATOR APPLICATION

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

(1) Is the entity making this offer a local resident, as defined in 36 CFR 13.81(f), for the services offered under this prospectus? *If yes, provide documentation to support this determination, as described in these regulations.*

Yes

No

(2) Are you applying for "most directly affected Native corporation" status, as defined in 36 CFR 13.85? *If yes, provide the documentation to support this determination, as described in these regulations.*¹

Yes

No

¹ Huna Totem Corporation has previously been determined to have "most directly affected" Native corporation status for Glacier Bay National Park & Preserve and does not need to resubmit supporting documentation.

CONTRACT AND NUMBER OF TRIPS APPLIED FOR

1. Specify the total number of Alsek River trips you are applying for:

Number of Trips (maximum is 24)

As explained in "Business Opportunity", the 24 available trips are divided into the following four categories. This is necessary in order to give the incumbent concessioners their statutory right of preference in categories "B - D".

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

Yes No

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

Category	Trips (enter number)
Category A (maximum 7 trips ²)	
Category B* (maximum 3 trips)	
Category C* (maximum 2 trips)	
Category D* (maximum of 7 trips)	
Category E*# (maximum 1 trip)	
Category F*# (maximum 1 trip)	
Category G*# (maximum 1 trip)	
Category H*# (maximum 2 trips)	

The best proposal (or proposals in category A) will be selected in each of the above four categories.

* An incumbent concessioner has a right of preference in renewal for these trips. See "Proposal Instructions, Preferred Offeror Determinations" for a discussion of preferences applicable to this solicitation.

The incumbent concessioner is an historic operator and will be issued a contract on a non-competitive basis for these trips under 36 CFR 13.82. See the "Business Opportunity" section for a discussion of these rights.

² Two of these seven trips may be allocated to a Canadian company on a non-competitive basis under 36 CFR 13.82, if this company is not awarded any trips by Canadian authorities. See the "Business Opportunity" section for a further explanation.

PROPOSAL

PART A:

Agreement to the Minimum Terms and Conditions

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

PART B

Response to the Requested Information

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

Scoring: 0-5

Subfactor 1a. Appendix E of this prospectus, the "ENVIRONMENTAL and SAFETY STANDARDS and ETHICS For EXPEDITIONS ON THE TATSHENSHINI AND ALSEK RIVERS", were developed by concerned professional outfitters, the Canadian and US land managing agencies, as well as incorporating comments from private boaters. Certain of the provisions are already included in the contract.

- (1) Describe which of the standards not already included in the contract, if any, you propose to comply with. Those proposals may be used to identify a superior offer and if approved will be incorporated into the contract.
- (2) Describe what changes or modifications to the standards, if any, you propose to comply with. Those proposals may be used to identify a superior offer and if approved will be incorporated into the contract.
- (3) Describe the method(s) you will use to dispose of human waste.
- (4) Describe the actions that you will take to prevent conditioning bears to human food and practices. The land managing agencies are particularly concerned about this problem and interested in any proposals you may offer to minimize adverse affects on bears. Examples of best practices include, but are not limited to, the use of bear resistant food containers and the use of portable electric fences around food storage areas at campsites.

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

Scoring: 0-5

Subfactor 2a. Provide your specific plans for operating this guiding service. Include a description of the type of trips you will provide, including trip itineraries and activities.

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

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

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

Subfactor 2d. Describe how sanitation issues will be addressed in the operation of your proposed service. A checklist describing the U.S. Public Health Service recommendations regarding sanitation issues is included as Appendix 2 of this prospectus for reference.

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

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

PRINCIPAL 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 you (the offeror that signed the Offeror's Transmittal Letter) are not the legal entity that is to be the concessioner under the final concession contract, please explain your relationship to the proposed concessioner and provide the information described below with respect to both you and the proposed concessioner as applicable.

Subfactor 3a. Using the Business Organization and Credit Information form located in the Proposal Package Form section, identify the Offeror and each business organization, operator and any parties involved in the management of the proposed concession operation. Use the form appropriate for your organization (Partnership or Sole Proprietorship, or Corporation) and include all information necessary to make the relationships among parties clear.

Subfactor 3b. Describe your experience in operating guided river rafting trips.

Subfactor 3c. Describe the experience (resume or other format) of the owners and managers who will be actively involved in the management of this business.

Subfactor 3d. Describe the experience (resume or other format) of the chief river guide and trip leaders you intend to employ or have contracted for employment for at least the trips you have proposed for the first year of operation. Include their training and any applicable certifications they hold related to guiding river float trips, safety, emergency medical care, search and rescue, or other relevant skills.

Subfactor 3e. Describe your training program for trip leaders and boatman. Include all aspects of operating a trip, including skills and procedures, knowledge of the river environment and resources, rules and regulations in all applicable jurisdictions on these international rivers.

Subfactor 3f. Past Business Difficulties:

1. Has Offeror ever defaulted from or been terminated from a management or Concession Contract, or been forbidden from contracting by a public agency or private company? If YES, provide full details of the circumstances.

YES NO

2. Has the company, owners and managers, chief river guide or trip leaders been convicted of, forfeited collateral, or been administratively penalized for any violation of federal, state or local guiding rules, use

INVESTMENT COSTS

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

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

Subfactor 4d. Please document your ability to obtain these funds (or that you already have them). The documentation must be sufficient to convincingly demonstrate to NPS that the funds are available to you. For example, provide bank statements that demonstrate that you have the funds in hand, or, provide an appraisal of any of your assets that will be sold to obtain the funds, or, if you intend to borrow all or part of the funds, provide a commitment letter from the source of the borrowed funds.

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

Section 2 – Current Financial Position of the Offeror

Subfactor 4e. Provide copies of your financial statements for the two most recent fiscal years. If financial statements have been audited, the related audit report, notes to the financial statements and similar explanatory material should be included. For sole proprietors, the financial statement will be a personal financial statement and should include both an income statement and a balance sheet. An income statement lists all of your income and expenses for your most recent fiscal year. A balance sheet lists everything that you own and everything that you owe as of the day that you apply ~~for the guide area~~ [see errata notice] .

1. Credit Information

- a) List any Foreclosures, Bankruptcies, Transfer in Lieu of Foreclosure and/or Work-Out/Loan Modification Transactions during the *past 10 years*. (If none, so indicate.) Include the name of the property, the city and state, the property type, the approximate loan amount, the lender, and the year of the event. Include an

explanation of circumstances, including resolution, bankruptcy plan, and/or other documentation as appropriate.

- b) Describe any pending litigation or current lawsuits that will materially impact your financial position if adversely resolved.
- c) Provide a current credit report.

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

Scoring: 0-4

Subfactor 1. The proposed franchise fee.

Note to Offeror: The minimum franchise fee for the draft contract is equal to the greater of \$500 or three percent (3%) of annual gross receipts.

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

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

_____ %

Subfactor 2. Demonstrate the financial feasibility of your proposed franchise fee.

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

Explain the assumptions that you used in developing your estimates. More detail is preferred over less.

PROSPECTIVE INCOME STATEMENT FORMAT

Annually for Term of Contract

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
Gross Receipts (Net) For HG Services ³	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
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	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

³ See errata notice.

Operating Assumptions – Prospective Income Statement

Annual Projections for the First Five Years of the Contract

Year 1 Year 2 Year 3 Year 4 Year 5

Revenue Inflation

Expense Inflation

Guide Services

Number of Guided Trips by Type

Revenue Per Trip

SECONDARY FACTORS

SECONDARY FACTOR 1. THE QUALITY OF THE OFFEROR'S PROPOSAL TO CONDUCT ITS OPERATIONS IN A MANNER THAT FURTHERS THE PROTECTION, CONSERVATION AND PRESERVATION OF PARK AND OTHER RESOURCES THROUGH ENVIRONMENTAL MANAGEMENT PROGRAMS AND ACTIVITIES, INCLUDING BUT NOT LIMITED TO ENERGY CONSERVATION, WASTE REDUCTION AND RECYCLING.

Scoring: 0-3

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

Discuss your proposal to promote environmentally sound practices into all aspects of your operations.

[There are no additional secondary selection factors.]

PROPOSAL PACKAGE FORM SECTION

Form Title **Related Subfactor**

Business Organization
Partnership or Sole Proprietor **3(a)**

Business Organization
Corporation..... **3(a)**

**BUSINESS ORGANIZATION AND CREDIT INFORMATION
 PARTNERSHIP OR SOLE PROPRIETOR**

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

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

Organizational Chart

Provide an organizational chart showing principal lines of authority within your primary business organization. Specify any related, subordinate, or superior business organizations or any other organizations, contractors or subcontracts to be included in the performance of this contract.

Partnership Agreements or Joint Venture Agreements

Attach a copy.

**BUSINESS ORGANIZATION AND CREDIT INFORMATION
 CORPORATION**

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

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

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

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

Organizational Chart

Provide an organizational chart showing principal lines of authority within your primary business organization. Specify any related, subordinate, or superior business organizations or any other organizations, contractors or subcontracts to be included in the performance of this contract.

Partnership Agreements or Joint Venture Agreements

Attach a copy.

SECTION 4: DRAFT CONTRACT

Category III Contract

United States Department of the Interior National Park Service

Glacier Bay National Park & Preserve

Guided Raft Trips on the Alsek River

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][Sole Proprietorship], dba _____ under the authority of 16 U.S.C. 1 et. seq., including 16 U.S.C. 5901 et seq., and other laws that supplement and amend these laws. The Director and the Concessioner agree:

Sec. 1. Term of Contract

This Contract will be from January 1, 2004 until its expiration on December 31, 2013.

Sec. 2. Services and Operations

(a) Required and Authorized Visitor Services

The Concessioner must provide the following required Visitor Services within the Area: guided raft trips on the Alsek River.

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

(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 November 15 of each year.
- (2) All franchise fee payments consisting of \$10,000 or more, will be deposited electronically by the Concessioner in the manner directed by the Director.

(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.

Sec. 11. Special Provisions – See Addendum 2.

Addendum 2 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
Addendum 2 – Special Provisions
Exhibit A – Nondiscrimination
Exhibit B – Reserved
Exhibit C – Reserved
Exhibit D – Insurance
Exhibit E River Trip Survey Form

ADDENDUM 1
GENERAL PROVISIONS

1. Definitions.

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

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

GLACIER BAY NATIONAL PARK & PRESERVE
Alaska Region - U.S. National Park Service

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

2. Legal and Regulatory Compliance

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

3. Services and Operations

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

4. Environmental Data, Reports, Notifications, and Approvals

- (a) Inventory of Hazardous Substances and Inventory of Waste Streams. The Concessioner must submit to the Director, upon request, an inventory of hazardous chemicals used and stored in the Area by the Concessioner. The Concessioner must obtain the Director's approval prior to using any extremely hazardous substance, as defined in the Emergency Planning and Community Right to Know Act of 1986, in operations under this Contract. The Concessioner must also submit to the Director, upon request, an inventory of all waste streams generated by the Concessioner under this Contract.

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

5. Fees

(a) Adjustment of Franchise Fee

- (1) The Concessioner or the Director may request, in the event that either considers that extraordinary, unanticipated changes have occurred after the effective date of this Contract, a reconsideration and possible subsequent adjustment of the franchise fee established in this section. For the purposes of this section, the phrase “extraordinary, unanticipated changes” will mean extraordinary, unanticipated changes from the conditions existing or reasonably anticipated before the effective date of this Contract which have or will significantly affect the probable value of the privileges granted to the Concessioner by this Contract. For the purposes of this section, the phrase “probable value” means a

reasonable opportunity for net profit in relation to capital invested and the obligations of this Contract.

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

6. Indemnification

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

7. Notice of Bankruptcy or Insolvency

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

8. Additional Provisions

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

ADDENDUM 2
SPECIAL PROVISIONS

- 1) The Concessioner must comply with applicable Canadian requirements while in Canada, including but not limited to commercial river rafting permits, fishing licenses and customs clearances.
- 2) **The Concessioner is allocated «Control_Season_Trips» (June 12 to September 15 take-out date “control season”) trips per year. This allocation may be changed by the Service. This Concessioner has ANILCA section 1307 historic rights for «Historic_Entries» trips.**
- 3) Any trips not used for two consecutive years will be forfeited, except that the Superintendent may allow the concessioner to retain the trips if the concessioner relinquishes the trips at least six months in advance or can demonstrate that there was insufficient visitor demand to justify running the trip.
- 4) The Concessioner will be assigned arrival dates at Dry Bay for all authorized trips. Trips arriving at Dry Bay on any other date are prohibited. For 2004, the Concessioner is assigned the following arrival dates at Dry Bay: **[insert dates prior to contract award]**. For subsequent years, the National Park Service will notify the Concessioner of assigned trip dates after consultation with Canadian land managers and Concessioners.
- 5) A trip report, in the format shown on Exhibit E or as revised by the Service, will be submitted to the Dry Bay Ranger at the take-out, or mailed to the Park within 5 days after take-out.
- 6) Group size is limited to a maximum of 15 people, including clients, boatman and trainees. Concessioners authorized prior to the July 1989 *Alsek River Visitor Use Management Plan* are allowed a maximum group size of 25 people, including clients, boatman and trainees (unless there has been a change in controlling interest, as noted below). **«COMPANY» is allocated such trip(s)**. The larger group size will be lost when there is a change in a controlling interest in the ownership of the concessioner, as defined in 36 CFR 51.84.
- 7) Groups will not remain longer than one night on each trip at Walker Glacier, Gateway Knob and Alsek Lake Peninsula/Spit except that on each trip a group may remain two nights at only one of these three sites listed above. At all other campsites, groups will not remain longer than three consecutive nights on each trip.
- 8) Boat motors may not be used above Gateway Knob.
- 9) Solid human waste must be carried to the NPS dump station provided at Dry Bay or other approved facility, except when hiking more than 1/2 mile from the Alsek River.
- 10) Open wood fires shall be contained in a firepan and all fire residue distributed in the main channel of the river.
- 11) Firewood is limited to driftwood collected at least one mile from the campsite.
- 12) All trash and garbage will be carried out of the park.
- 13) No materials, supplies, or equipment of any type will be cached or stored in the park or preserve without prior written approval by the Superintendent.

Exhibit A Nondiscrimination

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

A. Employment

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

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

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

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

B. Construction, Repair, and Similar Contracts

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

C. Facilities

- (1) Definitions: As used herein:

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

- (2) The Concessioner is prohibited from:

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

Section II: Accessibility

Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a

wide range of methods and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

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

A. Discrimination Prohibited

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

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

B. Existing Facilities

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

Exhibit 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	same
Personal Injury & Advertising Injury Limit	same
General Aggregate	same
Fire Damage Legal Liability ``per fire"	same

2. The liability coverages may not contain the following exclusions/limitations:
 - a. Athletic or Sports Participants

- b. Products/Completed Operations
 - c. Personal Injury or Advertising Injury exclusion or limitation
 - d. Contractual Liability limitation
 - e. Explosion, Collapse and Underground Property Damage exclusion
 - f. Total Pollution exclusion
 - g. Watercraft limitations affecting the use of watercraft in the course of the concessioner's operations (unless separate Watercraft coverage is maintained)
3. If the policy insures more than one location, the General Aggregate limit must be amended to apply separately to each location, or, at least, separately to the appropriate NPS location(s).

B. Automobile Liability

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

Each Accident Limit: NA

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 Liquor sales not authorized.
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: NA

E. Aircraft Liability (if applicable)

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

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

F. Excess Liability or Excess "Umbrella" Liability

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

gap between such minimum limits and the attachment point of the coverage afforded under the Excess Liability or Excess "Umbrella" Liability policy.

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

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

Any One Loss \$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
Aggregate Limit

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.

Alsek/Tatshenshini River Trip Survey Form

Please carry with you, fill out along the way and hand in at Dry Bay

Trip Leader/Company _____
Launch Location _____ Launch Date _____
Take-out Date _____ Number of Participants _____
Number of Watercraft: Raft _____ Cataract _____ Inflatable Kayak/Canoe _____
Rigid Kayak _____ Rigid Canoe _____ Other _____

Campsite Locations (Be specific, using topo map locations/river left or right):

Night 1 _____

Night 2 _____

Night 3 _____

Night 4 _____

Night 5 _____

Night 6 _____

Night 7 _____

Night 8 _____

Night 9 _____

Night 10 _____

Night 11 _____

Night 12 _____

How many different groups did you encounter: Total? _____
Could you tell how many were Commercial? _____ Private? _____

Were there any problems between groups? _____ If yes, describe in "Comments" section.

How many bear were seen during the trip: Black? _____ Brown/Grizzly? _____
Unknown species? _____

Were any bear seen: (give locations here or in "Comments" section)
within 100 yards of a campsite? _____
in camp? _____
acting in an unusual or aggressive manner? _____

APPENDIX A
Current U.S. and Canadian Alsek River Guides

U.S. Alsek River Guides

Alaska Discovery, Inc.

5310 Glacier Highway
Juneau, AK 99801
Phone: (907) 780-6505
Fax: (907) 780-4220
Email: butch@akdiscovery.com
Website: <http://www.akdiscovery.com#http://www.akdiscovery.com/#>

James Henry River Journeys

PO Box 807
Bolinas, CA 94924
Phone: (800) 786-1830
Fax: (415) 868-9033
Email: jhrj@riverjourneys.com
Website: <http://www.riverjourneys.com#>

Chilkat Guides, Ltd.

PO Box 170
Haines, AK 99827
Phone: (907) 766-2491
Fax: (907) 766-2409
Email: raftalaska@chilkatguides.com
Website: <http://www.RaftAlaska.com#>

Mountain Travel-Sobek

5310 Glacier Highway
Juneau, AK 99801
Phone: (907) 780-6505
Fax: (907) 780-4220
Email: butch@akdiscovery.com
Website: <http://www.mtsobek.com#>

Colorado River & Trail Expeditions

PO Box 57575
Salt Lake City, UT 841570575
Phone: (801) 261-1789
Fax: (801) 268-1193
Email: crate@crateinc.com
Website: <http://www.crateinc.com#>

Wilderness River Outfitters

PO Box 72
Lemhi, ID 834650072
Phone: (208) 756-3959
Fax: (208) 756-3959
Email: wro@wildernessriver.com
Web: <http://www.wildernessriver.com/index4.htm#>

Gary Gray, Registered Guide

P.O. Box 304
Yakutat, AK 99689
Phone: (907) 784-3451
Fax: (907) 784-3451
Email: alsekrl@ptialaska.net
Website:

Canadian Alsek River Guides

Butterfield & Robinson Rivers & Oceans Inc.

P.O. Box 600
Garibaldi Highlands, BC, Canada V0N 1T0
Phone: (604) 892-5678
Fax: (604) 892-5679
Email: schoahs@riversandoceans.com
Website: <http://www.riversandoceans.com/#>

Canadian River Expeditions

P.O. Box 1023
Whistler, BC V0N 1B0,
Phone: (604) 938-6651
Fax: 6049386621
Email: info@canriver.com
Website: <http://www.canriver.com/#>

Champagne & Aishihik First Nations

100-304 Jarvis St.
Whitehorse, YK Y1A 2H2,
Phone: (867) 667-7825
Fax: (867) 667-6202
Email: ljoe@cafn.ca
Website: <http://www.cafn.yk.net/#>

Kean Expedition Rafting

P.O. Box 31258
Whitehorse, YT V1A 5P7,
Phone: (800) 440-1322
Fax:
Email: info@riverleague.ca
Website: <http://www.riverleague.ca/#>

Kootenay River Runners

P.O. Box 81
Edgewater, BC V0A 1E0,
Phone: (250) 347-9210
Fax: (250) 347-6595
Email: riverrunner@discoveryweb.com
Website:

Nahanni River Adventures

P.O. Box 31203
Whitehorse, YT Y1A 5P7,
Phone: (867) 668-3180
Fax: (867) 668-3056
Email: nahanni@yknet.yk.ca
Website: <http://www.nahanni.com/#>

Suskwa Adventure Outfitters

P.O. Box 3262
Smithers, BC V0J 2N0,
Phone: (250) 847-2885
Fax: (250) 847-2885
Email: info@suskwa.bc.ca
Website: <http://www.suskwa.bc.ca/#>

Tatshenshini Expediting Ltd.

1602 Alder Street
Whitehorse, YK Canada Y1A 3W8,
Phone: (867) 633-2742
Fax: (867) 633-6184
Email: tatexp@polarcom.com
Website: <http://www.tatshenshiniyukon.com/#>

2004 Alsek River Take-out Date Assignments

Notes: The Glacier Bay NP&P allocated trips are shown **shaded and bold**.

“(A - #/#)” indicates this is may be an Alsek River put-in and the date indicates the approximate put-in date. All other trips are Tatshenshini put-ins.

“**Problem Date**” means that the operator may double-up on an existing commercial Alsek trip takeout date instead of using this date.

June 2004		July 2004		August 2004		September 2004	
1-Jun		1-Jul	Kean Expedition Rafting	1-Aug	James Henry Riv. Journeys	1-Sep	Kean Expedition Rafting
2-Jun		2-Jul		2-Aug		2-Sep	
3-Jun		3-Jul	Canadian River Expeditions	3-Aug		3-Sep	
4-Jun		4-Jul		4-Aug		4-Sep	Mt. Travel
5-Jun		5-Jul		5-Aug	Mt. Travel (A - 7/25)	5-Sep	Champagne & Aishihik
6-Jun		6-Jul		6-Aug	Butterfield & Robinson R&O	6-Sep	Gary Gray (problem date)
7-Jun		7-Jul	Nahanni River Adventures	7-Aug	Alaska Discovery (A - 7/27)	7-Sep	
8-Jun		8-Jul	Alaska Discovery	8-Aug	Champagne & Aishihik	8-Sep	
9-Jun		9-Jul		9-Aug	Wilderness River Outfitters	9-Sep	
10-Jun		10-Jul	Mt. Travel (A - 6/29)	10-Aug		10-Sep	
11-Jun		11-Jul	Tatshenshini Expediting	11-Aug	Mt. Travel (A - 7/31)	11-Sep	
12-Jun		12-Jul	Chilkat Guides	12-Aug		12-Sep	Chilkat Guides
13-Jun		13-Jul		13-Aug		13-Sep	Canadian River Expeditions
14-Jun	Chilkat Guides (A - 6/3)	14-Jul		14-Aug	Canadian River Expeditions	14-Sep	
15-Jun		15-Jul		15-Aug		15-Sep	
16-Jun		16-Jul		16-Aug		16-Sep	Kootenay (problem date)
17-Jun	Suskwa Adventures	17-Jul	Canadian River Expeditions	17-Aug		17-Sep	
18-Jun		18-Jul		18-Aug		18-Sep	
19-Jun	Canadian River Expeditions	19-Jul		19-Aug	Mt. Travel	19-Sep	
20-Jun	Mt. Travel (A 6/9)	20-Jul	Mt. Travel	20-Aug	Nahanni River Adventures	20-Sep	
21-Jun		21-Jul	Champagne & Aishihik	21-Aug	Gary Gray	21-Sep	
22-Jun	Alaska Discovery	22-Jul	Colorado River & Trail	22-Aug		22-Sep	
23-Jun	Canadian River Exp (A - 6/13)	23-Jul		23-Aug	Canadian River Exp. (A - 8/12)	23-Sep	
24-Jun		24-Jul	Wilderness River Outfitters	24-Aug		24-Sep	
25-Jun		25-Jul	Butterfield & Robinson R&O	25-Aug	Alaska Discovery (A - 8/14)	25-Sep	
26-Jun		26-Jul	Mt. Travel	26-Aug		26-Sep	
27-Jun		27-Jul	Nahanni River Adv. (A - 7/16)	27-Aug		27-Sep	
28-Jun	Chilkat Guides (A - 6/17)	28-Jul		28-Aug	Canadian River Expeditions	28-Sep	
29-Jun	Tatshenshini Expediting	29-Jul		29-Aug		29-Sep	
30-Jun	James Henry Riv. Journeys	30-Jul		30-Aug		30-Sep	
		31-Jul	Canadian River Expeditions	31-Aug	Chilkat Guides (A - 8/20)		

Appendix C
Gross Receipts and Franchise Fees
Existing U.S. Concessioners, 1999-2001

		2001	2000	1999
Alaska Discovery	Gross Receipts	103,642.00	153,357.00	35,270.00
	Franchise Fee	396.00	576.00	819.00
Chilkat Guides	Gross Receipts	65,918.00	42,886.00	46,341.00
	Franchise Fee	495.00	450.00	378.00
Colorado River & Trail	Gross Receipts	14,673.00	35,925.00	21,555.00
	Franchise Fee	100.00	135.00	100.00
Gary Gray	Gross Receipts	19,182.00	6,293.00	7,384.00
	Franchise Fee	100.00	117.00	216.00
James Henry River Journeys	Gross Receipts	19,436.00	54,530.00	13,350.00
	Franchise Fee	100.00	198.00	100.00
Mt. Travel	Gross Receipts	138,720.00	189,720.00	202,350.00
	Franchise Fee	432.00	612.00	675.00
Wilderness River Outfitters	Gross Receipts	21,625.00	12,075.00	13,660.00
	Franchise Fee	100.00	100.00	135.00

**APPENDIX F
 BACKCOUNTRY SANITATION CHECKLIST**

<p>BACK COUNTRY EXPEDITION CHECKLIST Back country expeditions are required to comply with National Park Service (NPS) Public Health Guidelines (NPS-83). This checklist is meant to highlight the most important provisions relevant to back country conditions and to provide guidance consistent with existing NPS public health policy.</p> <p>POTABLE WATER ___ Water used for drinking, and culinary purposes is obtained from an approved public system or from a source known to be free of chemical contamination and treated by:</p> <p>___ Boiled by bringing to a rolling boil for 1 minute (Add an additional minute for each 1,000 feet above sea level) or</p> <p>___ Filtered through an "Absolute" 1 micron filter, or one labeled as meeting American National Standards Institute (ANSI/NSF) (formerly the National Sanitation Foundation) International Standard #53 for "Cyst Removal" followed by disinfection using household liquid chlorine bleach. Add 8 drops of bleach or 20 drops of tincture of iodine per gallon of water and let stand for 30 minutes.</p> <p>___ Water storage containers are free of contamination when in use and washed and sanitized as needed.</p>	<p>WASTE DISPOSAL ___ All human, food and solid wastes are disposed of in a manner consistent with NPS-Public Health, park policy and all applicable health and environmental laws and regulations.</p> <p>HAND WASHING- GUESTS ___ The guest hand washing station is near toilet facilities. Air drying of hands is okay for guests.</p> <p>___ The setup does not involve dipping into the clean water container.</p> <p>___ The 62% alcohol hand washing product is acceptable.</p> <p>___ Guests are instructed on the importance of hand washing after using the toilet facilities.</p> <p>HAND WASHING- FOOD HANDLERS ___ Hand washing station is convenient to food preparation area.</p> <p>___ The setup does not involve dipping into the clean water container.</p> <p>___ The water is either potable (see above) or treated with at least 100 ppm liquid chlorine bleach or another approved disinfectant and let stand for 30 minutes.</p> <p>___ If sufficient treated water is not available, the 62% alcohol hand washing product is acceptable.</p>	<p>___ Appropriate disinfectant test strips are used to check disinfectant concentration if potable water is not used.</p> <p>___ Soap and paper towels are provided.</p> <p>___ Food handlers wash their hands frequently and; before handling food; after handling raw meat; after eating, drinking, and smoking; and any other time their hands become contaminated.</p> <p>FOOD HANDLERS ___ Guides handling food have received training in food borne illness.</p> <p>___ Any food handler who is ill or who has open unprotected cuts or sores is not allowed to prepare food.</p> <p>___ Food handlers are not allowed to snack while preparing meals.</p> <p>FOOD STORAGE ___ Toxic materials are stored separately from foods.</p> <p>___ Potentially hazardous food (including raw eggs) are stored at or below 41 degrees F.</p> <p>___ Approved thermometers are available and used frequently to check cooler temperatures.</p>
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<p>___ Raw meats are stored so that they will not contaminate other foods. (They should be stored in separate coolers. When this is not practical, they may be stored in leak proof containers at the bottom of coolers containing other foods.)</p> <p>___ Unpackaged foods are not stored in direct contact with undrained ice. (except raw fruits and vegetables).</p> <p style="text-align: center;">FOOD PREPARATION</p> <p>___ All foods are obtained from an approved source.</p> <p>___ Potentially hazardous foods are stored in the temperature danger zone (41degrees F –140 degrees F) for no longer than 4 hours.</p> <p>___ Raw animal foods such as meat, poultry, fish, eggs, and foods containing these raw animal foods are cooked thoroughly (particularly ground beef and chicken). The minimum cooking temperatures specified in NPS-Public Health Guidelines should always be attained.</p> <p>___ Raw eggs are not pooled unless they are to be thoroughly cooked promptly after pooling. Pasteurized egg products are recommended for such use in the back country.</p> <p>___ Potentially hazardous foods are not held for re-service.</p>	<p>___ Frozen potentially hazardous foods are not thawed at ambient temperatures. Thawing in coolers is recommended.</p> <p>___ Raw fruits and vegetables are washed in potable water. (This may be done before an outing.)</p> <p>___ Cutting boards, knives, etc. used for preparing raw meats, poultry, and fish are thoroughly sanitized before being used for the preparation of other food.</p> <p>___ Approved food thermometers are available and used frequently for measuring food temperatures during cooking and holding.</p> <p style="text-align: center;">SANITIZING</p> <p>___ Dishes, utensils, etc are sanitized in a minimum three-compartment arrangement. (Wash, rinse, sanitize.)</p> <p>___ Wash container contains an approved detergent and hot water.</p> <p>___ Wash water is changed when it becomes dirty.</p> <p>___ Rinse container contains hot water.</p> <p>___ Rinse water is changed when soap and/or grease begin to accumulate on the surface to prevent carryover into the sanitizing water.</p>	<p>___ Appropriate test strips are used to check the disinfectant concentration.</p> <p>___ Dishes and utensils are air-dried.</p> <p>___ Food-contact surfaces and nonfood-contact eating surfaces (such as portable tables) are properly sanitized.</p> <p>___ Wiping cloths are stored in a 50-100 PPM chlorine solution (1 capful of household bleach per gallon of water) or in another approved sanitizer.</p> <p>___ Sanitizing water is changed when it becomes dirty.</p> <p>___ Wiping cloths are either discarded or washed when soiled.</p> <p>___ Packaged foods are not stored in contact with ice or water. (unless the packages are waterproof).</p>
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Environmental & Safety Standards and Ethics

For

Expeditions on the Tatshenshini and Alsek Rivers

1996

These standards represent the most current practices applicable to the river corridors. They have been assembled by concerned professional outfitters, from comments from private boaters, and the managing agencies. Proper practices will ensure that each succeeding generation of travelers will be able to enjoy a relatively "untouched" appearance of the river.

The concerns fell into five basic categories:

1. Site Impacts
2. Interaction with Others
3. Interaction with and impacts on wildlife
4. Safety
5. Cultural Considerations

Site Impacts

HUMAN WASTE

The combination of maximum traffic in the river corridor and an environment that does not promote the speedy decomposition of waste creates a problem. It is mandatory that solid waste be packed out and disposed of in a proper manner. There is a human waste dump station at the take-out in Dry Bay and dump stations are also available in Haines, Haines Junction, Whitehorse and Juneau. For all expeditions ending in Dry Bay, all solid waste must be kept in a liquid/semi-liquid state. Biodegradable deodorants are OK, but no bleach or other toxic, formaldehyde-based or bacteria destroying chemicals are allowed (these destroy the bacterial action in the septic system). Toilet paper may be burned in a very hot fire or carried out with the solid waste and disposed of at the dump station. Urinating on the land does not present the same problems as solid waste. Do so away from the camp areas and preferably below the high water line so that the area is flushed annually.

FIRES, FIRE RINGS AND FIREWOOD

Regulations specify that fire pans or boxes must be used to contain any fires built within 1/2 mile (800 m) of the river. Fires should not be positioned near large rocks, rock walls nor logs as they leave long lasting scars. There should be no evidence of fire rings along the river. If you find someone else's fire ring, please remove it and toss any scarred rocks into the river.

While "warming fires" continue to be part of the river experience, the use of stoves is recommended for cooking to minimize impacts. Check with your air carrier regarding flight requirements for fuels. Dutch ovens should be heated on mini-size pans. Carry and fly out any unused fuels.

All parties who utilize camp fires should collect wood from drift piles while traveling on the river and bring it to camp if staying at popular campsites. Regulations prohibit cutting dead limbs from trees - only dead and down trees and driftwood may be used for fires.

Maintain your fire so as not to leave large pieces of charred wood. Any larger pieces of charred wood should be taken to the next camp and used. If this isn't possible, it should be thrown out into the main river current. Fine ash should be dumped out in the main current as well.

Surplus firewood should not be left in a pile. It should either be carried to the next camp, laid out along the beach in a natural waterline fashion, or thrown out into the main current. At the Dry Bay take-out, wood should be left in compact piles.

ALTERATIONS OF THE ENVIRONMENT

A growing problem is the proliferation of rings of stones used as tent anchors. There are high winds along these river corridors, but with the use of strong 12" tent pegs or spikes, there should be no need to move rock to anchor tents. If stones are moved for any purpose they should be loose river stones - and they should be returned when camp is broken. The moving of stones destroys vegetation and other organisms. It is recommended the planks, lawn chairs and other imported items be used for seating and other purposes.

Outfitters and others have noticed that the initial impacts to a campsite happen quickly by trampling of the fragile vegetation. The spots hardest hit are landings, kitchen areas, and paths linking tents. Unless a group is very small, it is better to use a previously established camp site rather than impacting an untouched area. Sticking to existing pathways and placing tents in an existing site is helpful. Avoid wearing lug soled boots in camp. High traffic areas such as kitchens should be located on sand/gravel or other non-vegetated sites.

If hiking on an existing trail, do not short cut. This causes unnecessary damage to the vegetation and soil. Other routes should be on level, dry ground, on rock, sand or gravel. Hike in small groups and avoid wet erodable, vegetated areas.

Group sizes are limited to 15 persons, with the exception of some commercial operators who are currently permitted to operate with up to 25 persons.

GARBAGE

Conscientious garbage management is critical to avoid bear encounters with your group and the people who camp in your site the following nights. **All garbage must be taken to Dry Bay and flown out with you.**

Proper garbage management begins with thorough pre-planning to minimize garbage and odor. Plan menus carefully to avoid leftovers and odiferous foods. Nothing is buried, nothing stays on the land and only strained liquid go into the river. Carry out washed foil, other metals and heavy plastics. Organics/food scraps can be burned in a hot fire and what's left carried out in a sealed aroma-proof container. All strained dishwater and other gray water goes into the river rather than concentrating the food smells on shore. Oil or grease such as bacon grease must either be flared off in a hot fire or carried out in a sealed container.

Remember – it is up to you to manage your garbage in order to maintain a wilderness environment and to prevent bear encounters with your group or following groups.

Interaction With Others

With a limited season and the popularity of these rivers it is critical that all river users adhere strictly to the scheduling regulations. The permit date is the date for taking out at Dry Bay. We suggest scheduling your air taxi for the following day to allow time for packing and to enjoy Dry Bay.

Upper Alsek: Limit of one night between Dezadeash/Kaskawulsh confluence and Lowell Lake.

Goathead (upper Alsek): Floaters must check with Kluane National Park. Part of this area may be closed due to bear management.

Sediments Creek: Limit of two nights. Commercial trips must not stop if two other commercial trips are already at the site. Be prepared for other rafters stopping to hike and/or camp at this campsite.

Walker Glacier, Alsek Spit/Peninsula, Gateway Knob: May stay two nights at one of these three sites. Limited to one night at the other two. Be prepared for other rafters stopping to hike and/or camp at Walker Glacier.

Please consider the other groups at your site. Reasonable “quiet hours” and positive group interaction will enhance everyone’s experience. Parties that “leapfrog” each other should communicate to work out their respective schedules.

Sensitivity should be exercised with respect to air access (Turnback Canyon, Lowell Lake) as well as fly-overs to and from Dry Bay. Ask the pilot to maintain a minimum altitude of 2000' above the river, and not to fly along the river if possible. Commercial flight services companies are required to have a park use permit to land in the parks.

Interaction With And Impacts On Wildlife

The Tatshenshini-Alsek corridor has a large and diverse bear population. Grizzly bears in the interior and brown bears on the coast are common. Black bears, sometimes in the rare glacier or “blue” color phase, are also along the river.

Visitors to the river should realize that by pushing the limits of an animals “comfort zone” you may be causing stress to that animal and also make the animal more wary of the next visitor. Use spotting scopes, binoculars and telephoto lenses to get good views and photos.

By keeping a clean camp and observing a few basic precautions you can minimize the chance of having a negative experience with bears or other wildlife. Remember that be habituating bears to human foods and odors you may indirectly cause that bear’s death. Bear encounters are “people problems” not “bear problems.” Avoid camping in bear habitat. Look for signs of recent bear activity in any proposed campsite. Watch for bear tracks, droppings, signs of recent grazing, dug-up ground, wildlife trails and salmon spawning area. When hiking make lots of noise (singing, bells, etc.), avoid brushy areas and “blind” areas.

All food, cooking utensils, garbage and any other items that would smell interesting to a bear (toothpaste, soap and lotion) must be packed separately from your other camping gear, preferably in a bear resistant and/or aroma-proof container, and cached a good distance from you campsite. The only time food should not be cached is when you are actually preparing and eating a meal. Minimize odors by your choice

Cache options used by rafters include:

- Tightly sealed containers in a raft located away from camp.
- Tightly sealed containers on the shore away from camp.
- Where trees are present, suspended at least ten feet off the ground and four feet from the tree trunk, and away from camp.

SAFETY

The Tatshenshini and Alsek Rivers flow through a rigorous and demanding environment. The cold water, unpredictable turbulence, large water volume and extreme weather conditions all place high demands on safety equipment, systems and knowledge. Hypothermia can kill in a very short time.

Each group must have experienced leaders. Every group should have a leader trained in basic Trauma Life Support, river rescue, cold weather survival and wilderness group leadership. Each boat requires a skilled leader with training and experience specific to their craft in class IV whitewater (international scale, class I-VI).

Suggested equipment: rafts, 12' or larger. Class III or V PFD's (1 per person and 1 per boat). PFD's should be worn at all times. Rigid kayaks and whitewater canoes with flotation are suitable for the river provided the paddler is skilled in navigating Class III/IV water. Folding kayaks and open canoes are not recommended. Currently the only available aircraft to fly rigid kayaks or canoes are Canadian companies that can only fly between Dry Bay and a Canadian destination due to customs requirements.

Emergency signalling equipment such as personal locator beacon, single-side band aircraft radio with appropriate channels are required for all outfitted groups and should be carried by any group on the river. Aircraft radios are unlikely to work on the upper Alsek.

Comprehensive first aid kits for advanced wilderness first aid are essential. Rescue equipment including carabiners, pulleys, rope and prussics (and the ability to use them) should be on each trip.

Plan to treat all drinking water with a mechanical or chemical system that is sufficient to remove giardia.

FIREARMS

The carrying of firearms for protection purposes has not been shown to be effective in bear encounters. If you feel you must carry a firearm, be aware that restrictions apply. The applicable regulations are:

No handguns may be brought into Canada.

Possession of any firearm in Kluane National Park is prohibited.

Possession of a rifle or shotgun in Tatshenshini-Alsek Park is strictly limited to licenses individuals.

Firearms are allowed in the area of Glacier Bay National Park & Preserve along the Alsek River.

The use of bear spray (OC or pepper spray) and air horns are suggested as a deterrent to bears in close encounters. Please check customs regulations for transport across the border. If you plan to fly with bear spray, you need to check with your flight company.

Cultural Considerations

Throughout the Canadian portion of a Tatshenshini or Alsek River trip, travelers are in the traditional lands of the Champagne and Aishihik First Nations (Southern Tutchone and Tlingit origin). This includes lands within the province of British Columbia that have recently been declared a provincial park. Within the Yukon and British Columbia, the Champagne and Aishihik First Nations own large areas of rural land and have management and other interests in neighboring lands. The Alaska portion of the river trip lies within the traditional lands of the Tlingit. You are guests on their traditional lands.

In the nineteenth century, numerous aboriginal fishing villages were located along the Tatshenshini River and lower Alsek River. Klukshu, Yukon is the only aboriginal fishing village still occupied. Visitors are encouraged to visit Klukshu prior to their river departures to learn something of the area's rich aboriginal cultural heritage. Close to Sha'washe (Dalton Post) at

KM 163 on the Haines road, an interpretive display on the basin's human history is available for viewing.

The departure point for most Tatshenshini River trips is at Sha'washe (Dalton Post). Sha'washe is on lands owned by the Champagne and Aishihik First Nations. Visitors must respect their land use regulations and requirements. Archeological studies of the Alsek and Tatshenshini river corridors have only recently begun. If a visitor comes across a site or artifacts of cultural significance which they believe is not widely known, they are encouraged to report its location to one of the river management agencies. **It is an offense to dig or disturb any cultural/archeological site or artifact.**

2002 Alsek Operators and Managers Meeting Summary
November 6, 2002, Haines, Alaska

Managers:

Tom Elliot, Parks Canada, Kluane
Gord MacRae, BC Parks
Hugh Markides, BC Parks
Peter Levy, BC Parks
Tom Lee, Glacier Bay
Jed Davis, Glacier Bay
Jim Capra, Glacier Bay
Afan Jones, YTG Parks
Ian Robinson, CAFN

Operators

Joe Tonsmeir, Wilderness River Outfitters
Jim Katz, James Henry River Journeys
Bob Daffe, Tatshenshini Expediting
Bart Henderson, Chilkat Guides
Gary Gray, Alsek River Lodge
Michael Ahmuty, Colorado River & Trails
Neil Hartling, Nahanni River Adventures
Travis Reid, Chilkat Guides
Butch Carber: Alaska Discovery/Mountain
Travel Sobek
Pam Coulter, Alaska Cross Country Guiding

Round Table:

Tom and Jim: river use reports:

NPS: Notification that GBNP&P will be updating/preparing a backcountry management plan that will include the Alsek watershed.

BC Parks: Clear direction in BC to reduce government budgets (and staffing levels); that recreation: will not be subsidized; there will be more commercial opportunities where appropriate; and that there will be increase revenues; pricing market based; increased role/involvement of First Nations etc. Currently in discussions with CAFN to have them take over management of Tatshenshini-Alsek Park.

Yukon Territorial Government: New license/permitting? fee of \$100 anticipated;
Tatshenshini River nomination as a Canadian Heritage River pending; government just changed; meet recently with Yukon operators to discuss CA.

Kluane National Park and Reserve: management plan in Ottawa for final approval;
Duane West has stepped down as Park Supt; Ken East Acting and competition pending to fill this position. Under going an organizational and budget review exercise which will likely not have major implications for management of the Alsek. Fees under review as well.

CAFN: plan to feature their Tatshenshini-Alsek trip permits as part of a local area-marketing plan.

Operator Query: Can we increase group size in light of feeling that perceptions based from the 87? NPS survey have changed such that people now more willing to accept larger group size. Can mitigate the on the ground impacts. Response: NPS backcountry management plan update might provide the opportunity to bring this issue to the table.

Also suggested that operators conduct a group size study of their own as one means to determine if group size perceptions have changed.

Operator Query: Is pricing a cause for use to have dropped; and/or will fee increases contribute to further drop in use. Response: Part of drop a result of enforcement of Dry Bay use limit in 94; cut back in number of Turnback trips permitted; and drop out of Lowell Lake operators.

Operator concern about effect of cumulative fees from various agencies on economic viability; on fairness of franchise/license fees being passed on to commercial clients; that commercial clients are public as well;

Operator Query re one stop shopping: operator's perception is that we are moving further away from this concept rather closer to it. Response: the challenge with one stop shopping is the administrative inability to pass license approval authority to another agency. Operator feel that if heads were put together, surely there would be a way to address this issue i.e. pay each of the respective agency's fees to one agency which would then disperse money to other agency's. Similarly if license requirements were the same for each agency; then one application process could be used, filled out, submitted and paid for at same place and dispersed to other agency as required.

General discussion on sole sourcing requirements of other agency's licenses and permits i.e. sole sourcing requires special permission from Washington? Sole sourcing justification made stronger if other agency has similar (CA) permitting/licensing process and requirements.

Scheduling of Trip: suggested that new trip scheduling be based on current scheduling agreement, or some kind of new rotating schedule.

Canadian Tourism Council Study: looking for partners to help fund, and make sure report is objective and inclusive.

Glacier Bay National Park & Preserve: Competitive Allocation Process

24 permits: 7 with historic right allocation CRE 2, Chilkat 1, Colorado River and Trails 1, James Henry River Journeys 1, and Wilderness River Outfitters 2 (historic right preference rates higher than other preferences); 12 with preference on renewal; most directly affected native corporation preference provided as well; local preference provided residents based within 100 miles. Native and local preferences are equal. Must submit a "responsive offer" to take advantage of preference. Local "best" proposal will get permits before satisfactory existing operator. Next best proposal given chance to match.

Tender expected to be out in December. Expect to award permits in spring; given 60 days to submit "responsive offer".

Several hypothetical examples used to explain how preferences would be used. Suggestion that limit on length of “responsive offer” be set i.e. 10 pages. Need clear guidelines on how points will be awarded. Need guidelines or realistic expectations on what appropriate resource protection methods managers will give points for. Critical to have knowledgeable person or two on responsive offer review team so BS proposals aren’t given extra points/credit.

Tatshenshini – Alsek BC Parks Competitive Allocation Process

Permits good for 10 years starting in 2004; basic overview of mandatory and desirable selection criteria. Problem noted re the wording used to provide preference existing BC operators i.e. it needs to be narrowed down so preference limited to BC companies. Query re better definition of experience on “similar” watersheds; and/or clarification/indication that Alsek /Tat specific experience will be awarded more points. Concern identified about ability to obtain liability insurance in light of Marine Liability Act i.e. operators might not be able to obtain insurance or affordable insurance. Can you combine desirable selection criteria 1 and 2 and simply increase points available to 30. Move make up of company to section separate from section where points are awarded for experience i.e. structure of company is good information to have, but you shouldn’t award points based on company’s structure. If your point is to determine if company will be subletting trip, simply ask that question.

Operator Query re pricing. It will apply to all operators and all private users. Is there a criterion to determine how you will award points for “payment of a bonus to minimum user fee”? Can a simple form be provided for the operators to use to prepare their financial statements so they don’t spend an exorbitant amount of money to accountants to prepare this?

Care and caution advised re evaluating employment and economic benefits to CAFN based on experience operators have had in Ivavik. This point recognized but it was pointed out that there have been successful examples of First Nation partnerships elsewhere. Also, noted that this section included benefit to both CAFN and British Columbia.

Solicitation # GLBA-ALSEK-03

PROSPECTUS UNDER WHICH CONCESSION CONTRACTS WILL BE AWARDED
FOR THE OPERATION OF GUIDED ALSEK RIVER RAFT TRIPS WITHIN
GLACIER BAY NATIONAL PARK AND PRESERVE

Errata List

1. Proposal Package, page 10 of 17, section 2, subfactor 4e.: Delete “ for the guide area” from the last sentence of the first paragraph.
2. Proposal Package, page 11 of 17, Principal Factor 5, subfactor 2: Delete “ guided kayaking” from the first sentence.
3. Proposal Package, page 12 of 17, Prospective Income Statement Format, line 1, column 1: “Gross Receipts (Net) For HG Services”: Delete “(Net) For HG Services”

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