



National Park Service
U.S. Department of the Interior

Glacier Bay National Park and
Preserve

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Prospectus

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



Experience Your America TM

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

Solicitation # GLBA-TOURVESSEL-04

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

Date Issued: **September 9, 2004**

Offers and Any Modifications Must be Received

at:

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

by:

4:00 PM

November 12, 2004

In order to be considered for the initial award of contracts and initial allocation of available tour vessel use days.

The opportunity to apply for tour vessel services into Glacier Bay National Park & Preserve shall remain open throughout the contract term. It is expected that all of the available June - August use-days will be awarded during the initial allocation. This "open" solicitation will allow companies to submit proposals at any time to propose services in the off-season (September - May), in marine areas where tour vessel use is not limited or in order to utilize use-days which are relinquished by other operators.

Address Questions to:
Glacier Bay National Park & Preserve
Attn: Mr. David Nemeth
P.O. Box 140
Gustavus, Alaska 99826
Phone: 907-697-2624
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e-mail: david_nemeth@nps.gov

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SECTION 1: BUSINESS OPPORTUNITY

INTRODUCTION

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

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

THE BUSINESS TO BE OPERATED UNDER THE CONTRACTS

The National Park Service (NPS) intends to award one or more concession contracts to provide tour vessel services in Glacier Bay National Park & Preserve. Up to 184 tour vessel use days will be authorized for the June 1 through August 31 period in Glacier Bay proper¹. Tour vessel services in other non-wilderness marine waters will also be authorized. These services are to be based outside Glacier Bay National Park and no park lands or facilities will be assigned under this opportunity.

Offerors may apply for up to 92 tour vessel use days in Glacier Bay proper from June 1 through August 31.

The opportunity to apply for tour vessel services in Glacier Bay National Park & Preserve shall remain open throughout the contract term. It is expected that all 184 use-days for Glacier Bay (proper) from June 1 through August 31 will be awarded following the initial response period (see inside cover). However, leaving the opportunity open to submit a proposal at any time during the contract term will preserve the opportunity to apply for any unassigned use-days for Glacier Bay (proper) from June 1 through August 31 as well as additional use for the remainder of the year and in park waters outside Glacier Bay (proper).

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

Certain larger vessels, ["oversize tour vessels"] will also be considered tour vessels in accordance

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

with the provisions of Public Law 108-293 sec. 616² and must submit a proposal under this prospectus to be considered for the award of a concession contract and allocation of any vessel use days pursuant to section 616.

The concession contracts for these services will be for the period of up to ten years beginning January 1, 2006 and expiring December 31, 2015. Contracts for oversized tour vessels seeking any available vessel use days during 2004 and 2005 may apply under this prospectus for allocation of any vessel use days pursuant to section 616.

This prospectus is issued to evoke the widest possible interest from qualified applicants in operating these concession services, 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 NATIONAL PARK SERVICE AND ITS MISSION

America's National Park Service was created by Congress to "...conserve the scenery and the natural and historic objects and the wild life therein, and to provide for the enjoyment of the same

² PL 108-293, SEC. 616. Certain Vessels to be Tour Vessels

(a) VESSELS DEEMED TOUR VESSELS- Notwithstanding any other law, a passenger vessel that is not less than 100 gross tons and not greater than 300 gross tons is deemed to be a tour vessel for the purpose of permit allocation regulations under section 3(h) of Public Law 91-383 (16 U.S.C. 1a-2(h)) and section 3 of the Act of August 25, 1916 (16 U.S.C. 3), with respect to vessel operations in Glacier Bay National Park and Preserve, Alaska (in this section referred to as 'Glacier Bay'), if the Secretary of the department in which the Coast Guard is operating determines that the vessel--

(1) has equipment installed that permits all graywater and blackwater to be stored on board for at least 24 hours; (2) has a draft of not greater than 15 feet; (3) has propulsion equipment of not greater than 5,000 horsepower; and (4) is documented under the laws of the United States.

(b) REALLOCATION OF PERMITS-

(1) REALLOCATION REQUIRED- Subject to paragraph (2), the Secretary of the Interior, upon application by the operator of a passenger vessel deemed to be a tour vessel under subsection (a), shall reallocate to that vessel any available tour vessel concession permit not used by another vessel, if at the time of application that permit is not sought by a tour vessel of less than 100 gross tons.

(2) LIMITATIONS- No more than three passenger vessels that are deemed to be a tour vessel under subsection (a) may hold a tour vessel concession permit at any given time, and no more than one such vessel may enter Glacier Bay on any particular date.

(c) COMPLIANCE WITH VESSEL REQUIREMENTS-

(1) REQUIREMENT TO COMPLY- Except as otherwise provided in this section, a vessel reallocated a tour vessel concession permit under this section shall comply with all regulations and requirements for Glacier Bay applicable to vessels of at least 100 gross tons.

(2) REVOCATION OF PERMIT- The Secretary of the Interior may revoke a tour vessel concession permit reallocated to a vessel under this section if that vessel--

(A) discharges graywater or blackwater in Glacier Bay; or

(B) violates a vessel operating requirement for Glacier Bay that applies to vessels that are at least 100 gross tons, including restrictions pertaining to speed, route, and closed waters.

(d) TREATMENT OF ENTRIES INTO GLACIER BAY- An entry into Glacier Bay by a vessel reallocated a tour vessel concession permit under this section shall count against the daily vessel quota and seasonal-use days applicable to entries by tour vessels and shall not count against the daily vessel quota or seasonal-use days of any other class of vessel.

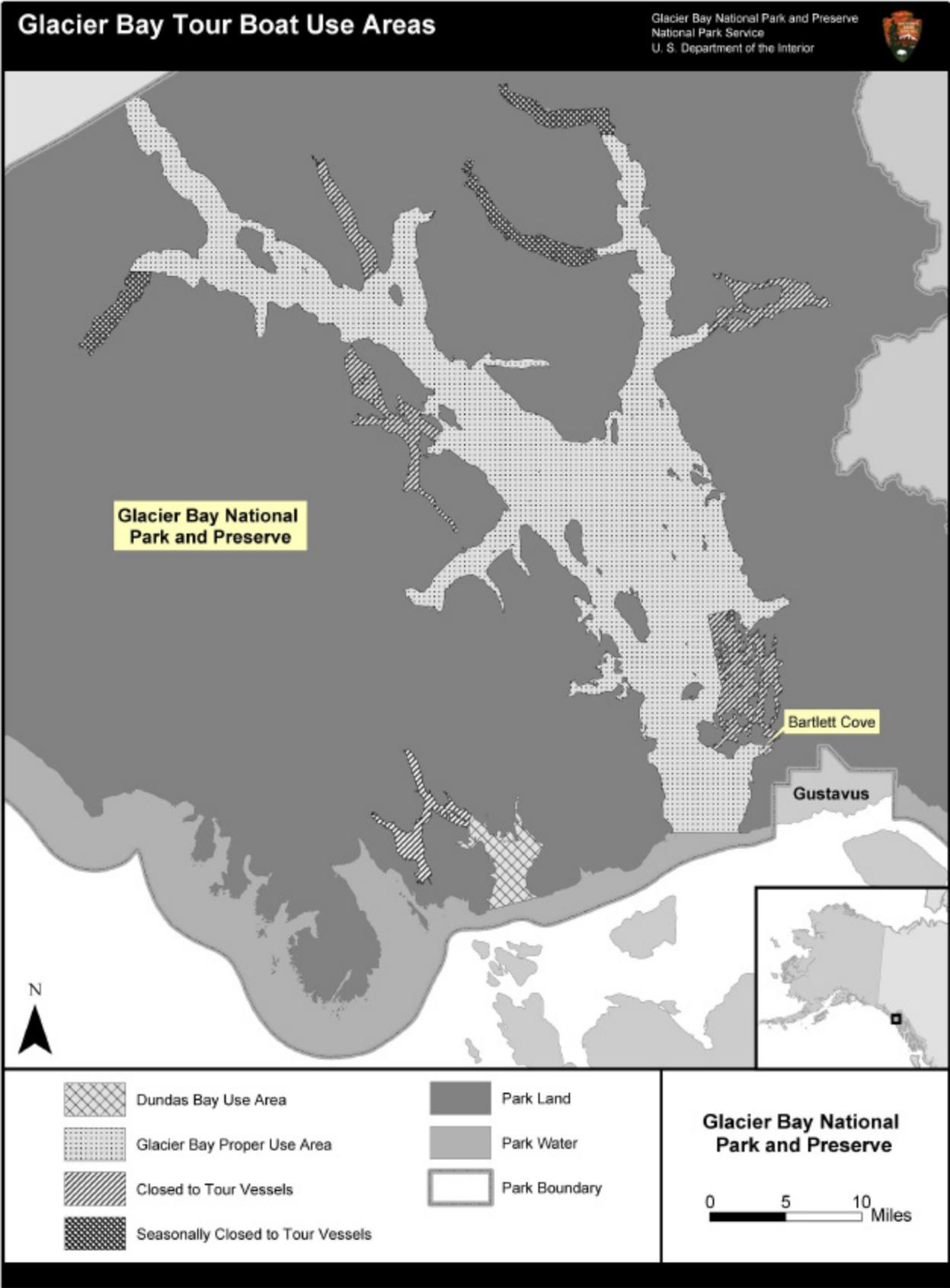
in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations.” Additionally, Congress has declared that the National Park System should be, “preserved and managed for the benefit and inspiration of all the people of the United States.” The National Park Service has as its overall mission the preservation and public enjoyment of significant aspects of the nation’s natural and cultural heritage.

For detailed information about the National Park Service, visit our website at www.nps.gov.

GLACIER BAY NATIONAL PARK & PRESERVE

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

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



THE EXISTING CONCESSION OPERATIONS

The following concessioners currently hold concession permits to provide tour vessel services in the Park. All authorizations expire on October 31, 2005

BB Acquisition, LLC
Cruise West
Glacier Bay Adventures
Lindblad Special Expeditions
New World Ship Management

Information regarding the utilization and operating data for the existing services is presented below.

Tour Vessel utilization of Glacier Bay proper 2001-2003³

Year	Passengers	Annual Vessel Use Days	June - August Vessel Use Days
2003	10,653	195	147
2002	10,661	184	150
2001	11,842	222	165

TOUR VESSEL MANAGEMENT IN GLACIER BAY NATIONAL PARK & PRESERVE

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

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

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

Oversized tour vessels will be managed in accordance with the provisions of PL 108-293 sec. 616.

Vessel Use Days

The Glacier Bay Vessel Quotas and Operating Restrictions limit tour vessels to three vessels per

³ Not including the daily tour based out of Bartlett Cove.

day in Glacier Bay (proper) through-out the year. The 276 use days for June through August of each year [92 days X 3 vessels per day = 276] will be allocated to specific operators as follows:

Tour vessel use day quota (June – August)	276
Use days allocated to daily tour vessel service authorized by an existing contract (separate from this prospectus)	-92
Total use days currently available for tour vessel concessioners (this prospectus)	184

Limitations on the Number of Vessel Use Days Per Company

In order to enhance opportunities for visitors to select from a variety of possible tour vessel services in Glacier Bay, reflecting diverse itineraries, program orientation and price, the maximum number of tour vessel use days any one company may be awarded pursuant to this prospectus is 92. Entities under the same ownership or control will be limited to a maximum allocation of 92 vessel use days in total.

Glacier Bay proper

All Year:

Daily Vessel Quota: 3 tour vessels per day

Tour vessel use is limited to operators holding concession contracts

One vessel use day each day is reserved for the Glacier Bay Lodge day tour vessel, authorized by an existing contract.

Other Marine Waters in the Park

All Year:

Daily Vessel Quota: one tour vessel at a time in each separate bay or inlet.

Tour vessel use is limited to operators holding concession contracts

THE NEW CONCESSION CONTRACTS

Tour Vessel Operating Conditions

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

Scheduling of Tour Vessel Use

Tour vessel operators will submit a proposed tour vessel schedule which complies with NPS tour vessel use day allocation and scheduling for Glacier Bay proper each year, for approval by the Superintendent. If the schedule is not submitted by the date specified in the operating plan or does not comply with the scheduling requirements, the Superintendent may assign particular use days. See the Operating Plan for additional information.

Use of bays and inlets within the park, but outside Glacier Bay proper, are limited to one tour vessel at a time in each area. Tour vessel operators will be expected to coordinate their itineraries to insure this limit is not exceeded. Conditions for use of these areas are included in the draft Operating Plan.

Concessioners who have been allocated use days in Glacier Bay proper during the June through August period (“prime season operators”), will have priority in scheduling the remainder of the year and in bays and inlets outside Glacier Bay proper. Relinquished dates will be allocated in the following order;1) to other “prime season” operators, 2) other tour vessel operators and 3) oversized tour vessel operators.

Interpretive Program

All tour vessel operators will be required to participate in the NPS Interpretive program (see the draft operating plan for additional details regarding the NPS Interpretive program).

Basic Financial Information

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

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

Franchise Fee

The minimum franchise fee for the new contract is the greater of \$6.50 per passenger per day or \$500.00. However, offerors may propose higher franchise fee in accordance with the terms of the prospectus.

Term and Effective Date of New Contracts

The new contracts will have a term of 10 years, proposed to be January 1, 2006 through December 31, 2015⁴.

Facilities

No park facilities will be assigned under these contracts. Use of park facilities is authorized subject to regulations and contract provisions. The Bartlett Cove public use dock may be used in accordance with established use limits and on a space available basis. Attendance at Bartlett Cove Interpretive programs and use of the nature trails in Bartlett Cove will be available on a limited basis. [See Operating Plan]

⁴ Oversize tour vessels awarded a contract will have a ten year term.

Preferred Offeror Determinations

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

LAW, REGULATION, POLICY AND PARK INFORMATION

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

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

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 for the initial award of contracts and tour vessel use days. If you intend to mail a proposal, you should do so early enough to ensure receipt by NPS by the due date. You also may deliver your proposal to NPS at this address by the time and date shown on the front page of this prospectus. If a proposal is not received by the due date, it will be evaluated when received.

Document Delivery Service

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

Proposal Form

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

Proposal Submission Requirements

- Numbering. Each page and section of a proposal should be numbered.
- Documents. The original proposal and three copies in the format outlined in the Proposal Package should be submitted.
- Label. The copies should be contained in a sealed envelope with the following marked on the envelope:

“CONCESSION PROPOSAL, MAILROOM DO NOT OPEN.”
The due date specified in the Prospectus for receipt of the proposal by NPS.
The name and address of the Offeror.

Public Availability of Proposals

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.”

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 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.

Evaluation of Proposals

NPS REVIEW.

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

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.

Offering the Contracts

NPS will assign a score to each timely received responsive proposal and identify the proposal with the highest point score as the best proposal. If two or more proposals receive the highest point score, then NPS will select as the best proposal (from among the proposals with the same highest point score) the proposal that NPS determines will, on an overall basis, best achieve the purposes of 36 CFR Part 51. All offerors with a preference¹ will then be simultaneously afforded an opportunity to match the best proposal. Available contracts will be offered as follows until all contracts are issued.

- Contracts will first be offered to those ANILCA preferred offerors who match the best proposal, in the order of the initial point scores of the ANILCA preferred offerors, until all contracts are offered or until the pool of ANILCA preferred offerors who matched the best proposal is exhausted.
- Remaining available contracts will next be offered to incumbent concessioners who have a right of preference and who have exercised that right by matching the best proposal. If two or more proposals receive the highest point score, then NPS will select as the best proposal (from among

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

the proposals with the same highest point score) the proposal that NPS determines will, on an overall basis, best achieve the purposes of 36 CFR Part 51.

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

Allocating the Tour Vessel Use Days

Companies will be allocated tour vessel use days for June – August (the prime season) in the same priority order as outlined for the contracts, provided that no company will be allocated more use days than they applied for or 92 use days, whichever is less. Not all companies that submit timely responsive proposals will necessarily be allocated vessel use days for June – August.

The NPS does not at this time intend to allocate tour vessel use during the rest of the year. If scheduling conflicts arise outside of the June – August prime season, the NPS will allocate use days in proportion to the prime season allocation. For example, if company A and company B have 25% and 30% of the use days in June - August, respectively, they will have a priority over other companies in scheduling 25% and 30% of the use days, respectively, in each month during the remainder of the year.

Preferred Offeror Determinations

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

ANILCA SECTION 1307.

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

Historical Operator means “the holder of a valid written authorization from the Director to provide visitor services within a park area that on or before January 1, 1979, was lawfully engaged in adequately providing such visitor services in the applicable park area” (36 CFR 13.81(d)).

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

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

On June 4, 1997 the National Park Service invited Native Corporations to apply for “most directly affected” status, pursuant to 36 CFR 13.85. Huna Totem Corporation was determined to be a Native corporation “most directly affected” by the establishment of Glacier Bay National Park and Preserve. Other Native Corporations may apply for this same determination in conjunction with this solicitation, pursuant to 36 CFR 13.85(d). See Proposal Package – ANILCA Section 1307 Preferred Operator Application.

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

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

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

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

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

In addition, a proposal from any Offeror that contemplates or proposes business relationships that are inconsistent with the following provision will be considered as not responsive to this solicitation. “Subconcession or other third party agreements, including management agreements, for the provision of visitor services required and/or authorized under this CONTRACT are not permitted.” (Draft Concession Contract, General Provisions, 3(d)).

NATIONAL PARK SERVICE CONCESSIONS MANAGEMENT IMPROVEMENT ACT.

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

The NPS has determined that none of the existing concessioners have a right of preference to the award of a concession contract because the anticipated gross receipts are more than \$500,000 for the first year of operation.

RELATIONSHIP BETWEEN THE TWO PREFERENCES.

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

Only “Responsive” Proposals will be Considered by NPS

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.

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.

WHAT HAPPENS IF A PROPOSAL IS DETERMINED TO BE NON-RESPONSIVE?

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

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. These new concession contracts will not be submitted to the Congress because the term is not more than ten years and the anticipated gross receipts are less than \$5,000,000.

Important Conditions and Cautions Regarding Submission and Evaluation of Proposals

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.

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.

INCORRECT INFORMATION.

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

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.

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.

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.

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.

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.

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.

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.

EXECUTION OF THE NEW CONTRACT.

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

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.

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.

CONCISE PROPOSALS.

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

Offeror's Transmittal Letter and Accompanying Proposal.

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

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

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

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 Patrick Lee, Superintendent
Glacier Bay National Park and Preserve
Box 140
Gustavus, Alaska 99826

Dear Ms. Lee:

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

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

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

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

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

more public transactions (federal, state or local) terminated for cause or default within the three-year period preceding the submission of the Proposal.

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

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

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

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

BY

_____ (Type or Print Name)

_____ (Date)

_____ Original Signature

TITLE

ADDRESS

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

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

BY _____
(Type or Print Name) _____ (Date)

Original Signature

TITLE _____

ADDRESS _____

ANILCA SECTION 1307 PREFERRED OPERATOR APPLICATION

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

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

Yes

No

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

Check each element which applies:

____ The offeror has lived within the local area¹ for 12 consecutive months before the date this prospectus was issued (see issue date on inside cover);

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

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

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

For corporations:

____ The controlling interest² in the corporation is held by an individual or individuals who qualify as local resident(s) (see above).

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

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

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

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

Yes

No

NUMBER OF “PRIME SEASON” USE DAYS REQUESTED⁴

Specify the annual number of tour vessel use days you are requesting for **Glacier Bay proper** for the June 1 through August 31 “prime season.”

Number of Glacier Bay Use Days (maximum is 92)

³ Huna Totem Corporation has previously been determined to have “most directly affected” Native corporation status for Glacier Bay National Park & Preserve and does not need to resubmit supporting documentation.

⁴ The “Prime Season” is June 1 through August 31. The NPS does not at this time intend to allocate tour vessel use during the rest of the year. If scheduling conflicts arise outside of the June – August prime season, the NPS will allocate use days in proportion to the prime season allocation. For example, if company A and company B have 25% and 30% of the use days in June - August, respectively, they will have a priority over other companies in scheduling 25% and 30% of the use days, respectively, in each month during the remainder of the year.

PROPOSAL

PART A:

Agreement to the Minimum Terms and Conditions

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

PART B

Response to the Requested Information

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

Scoring: 0-5

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

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

At a minimum, discuss:

Any proposed mitigation measures that go beyond those required in the vessel regulations and the draft contract, including the operating plan, such as approach distances, vessel operation, or route selection.

The NPS would prefer proposals which offer specific operational measures to prevent potential impacts on park wildlife, such as: commitment to using devices (such as radar, range finder, GPS, or other devices) that will assist in accurately determining the vessel's distance from objects (some sea lion haul-outs have minimum approach distances – the ability to accurately determine distances helps avoid unnecessary disturbance).

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

At a minimum, discuss:

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

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

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

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

At a minimum, discuss:

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

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

Scoring: 0-5

Subfactor 2a. The Tour Vessel Services to be Provided.

Provide your specific plans for operating this tour vessel service. Include a description of the trips you will provide, including a general vessel schedule for the entire trip (inside and outside the park), detailed itineraries for the period of time spent inside the park (including off vessel activities) that will be conducted as a part of the tour vessel service. Where itineraries are not set, provide sample itineraries which illustrate the range of possible itineraries.

The NPS prefers tour vessel services which focus on non-consumptive activities and emphasize the natural and cultural attributes of the park. The NPS also prefers proposals which enhance the opportunity for passengers (and others) to experience the park in a natural setting. This might include commitments to shut down propulsion and/or auxiliary engines at prime viewing sites (glacier faces, bird nesting areas, marine mammal haul outs, etc.) or which include vessels with advanced sound control measures.

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

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

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

Subfactor 2c. Passenger Safety

Describe the minimum standards for emergency medical training for on-board staff and detail the emergency medical supplies and equipment to be carried on each tour vessel.

Describe any vessel safety programs or on-board equipment, beyond that required by law, which would enhance passenger safety.

Subfactor 2.d. Interpretive Program ⁵

1. Describe any additional measures or program elements you propose to provide or offer in addition to the

⁵ Please review the interpretive program standards in the Operating Plan, which is an exhibit to the draft Contract.

NPS Interpretive Program. Describe your program while you are in Glacier Bay proper, any pre- or post-visit programs related to Glacier Bay and any programs to be offered in other areas of the park outside Glacier Bay proper.

For example, the NPS would prefer proposals which:

1. Schedule programs and provide materials with a park-related theme specifically for children on board.
2. Provide passengers and crew the opportunity to view video(s) about Glacier Bay prior to arrival.
3. Provide passengers and crew with supplemental materials about Glacier Bay prior to arrival in Glacier Bay.
4. Provide programs for passengers by specialists on park related subjects, i.e. geology, ecology, natural history, Alaska history, native Alaskan culture and art, prior to arrival in Glacier Bay.
5. Provide on-board reference materials pertinent to the area.
6. Provide a passenger area display of vessel location and course.
7. Utilize hydrophones or underwater video cameras to enhance appreciation of the marine environment.

Offerors are encouraged to provide details of any additional interpretive services or interpretive program details (not listed above) which they propose to provide and which would enhance the visitors understanding and enjoyment of park resources.

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

Scoring: 0-5

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

Subfactor 3a. Identify the Concessioner and Related Parties

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

Subfactor 3b. Experience

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

2. Please provide background and experience of key individuals that you will employ to carry out management and operations under the contract. Explain each person's proposed duties for this operation.
3. Please provide all written evaluations or assessments of the Offeror's performance for the past three years by any governmental entity that authorized or permitted vessel operations.

Subfactor 3c. Past Business Difficulties

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

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

Yes

No

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

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

Yes

No

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

2. Has the Offeror received any less than satisfactory public health inspection reports for the period beginning five years prior to the date this prospectus was issued through the present?

Yes

No

If yes, submit a copy of the official report(s) (US Public Health Service, Alaska Division of Environmental Health, Canadian Regional Health Authorities or other responsible agencies) and detail any follow-up actions taken.

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

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

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

Business Organization Information
[Use this form if the offering entity is a 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

Other (Describe on separate page) \$ _____

TOTAL FUNDS NEEDED \$ _____

b. Source of Funds

Identify the source(s) of the funds estimated above. Provide compelling documentation of your ability to obtain the funds from these sources. Explain fully the financial arrangements you propose using the following guidelines:

1. Document each source and availability of all funds with your current audited financial statements, financing agreements, letters of commitment, or similar supporting documents.
2. If funds are to be obtained from lending institutions (banks, savings and loans, etc.), include a letter of commitment from the lending institution.
3. If funds are to be obtained from an individual, or a corporation whose primary fund source is an individual, provide the following as appropriate:
 - Current financial statement for the primary source of funds.
 - Documentation of any assets to be sold.
 - Written funding commitment from the individual or corporation.
 - Any other assurances or documentation that make a compelling demonstration that the funds are available.

Subfactor 2 – Financial Position of the Offeror

Financial Statements

Provide copies of your financial statements for the two most recent fiscal years. If financial statements have been audited, include the related audit report, notes to the financial statements and similar explanatory material. Financial statements should include, at a minimum, income statements and balance sheets. If the offeror is a subsidiary of another company, also provide financial statements for all parent companies. Personal financial statements are required for owners of sole proprietorships or partners within a partnership.

Credit Information

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

Subfactor 3 - Demonstrate the financial viability of your proposed operation.

Using the forms located at the end of this section, and following the guidelines below, provide projected estimates of the revenues and expenses of the concession business in the form of annual prospective income and cash flow statements for the concession contract's terms.

Additional instructions regarding the forms:

1. State and incorporate the annual inflation rate.
2. Fully explain the method of preparing the estimates and assumptions on which your projections are based. Information must be sufficiently detailed to allow a reviewer to determine the basis for the estimates and make a determination of whether or not the projections are realistic.
3. Only projected receipts and expenses related to the services required or authorized by the contract are to be included in the prospective statements. Considering that many operations are comprised of cruises that only spend one day in the park, you should explain how the in-park estimates for both revenue and expenses are determined.

PROSPECTIVE INCOME STATEMENT FORMAT

Annually for Term of Contract

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Gross Receipts										
Tours										
On-Board Sales										
Shore Excursions										
Travel Insurance										
Other (describe)										
Direct Expenses										
Salaries & Wages										
Payroll Taxes & Benefits										
Operating Supplies										
Repair and Maintenance										
Travel, Meals & Entertainment										
Commissions										
Office Supplies										
Contract Services										
Fuel and Utilities										
Licenses and Fees										
NPS Franchise Fee										
Other: (describe below)										
Undistributed Expenses										
General and Administrative										
Marketing										
Other: (describe below)										
Fixed Expenses										
Insurance										
Capital Lease Expense (if applicable)										
Other: (describe below)										
EBITDA										
Interest Expense										
Depreciation and Amortization										
Net Profit Before Taxes										

Operating Assumptions – Proforma Income Statement

Provide Annually for the Term of the Contract

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Revenue Inflation	%	%	%	%	%	%	%	%	%	%
Expense Inflation	%	%	%	%	%	%	%	%	%	%
Number of Entries										
Number of Revenue Passengers per Entry										
Average daily revenue per passenger.*	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

*Describe how much of the projected average daily revenue is from the initial price of the tour, how much is from on-board sales, and how much is for shore excursions not included in the cruise price.

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

Scoring: 0-4

Subfactor 5a. The proposed franchise fee.

Note to Offeror: The minimum franchise fee for the draft contract is the greater of \$6.50 per passenger per day or \$500.00 annually.

- (1) “Passenger” means everyone on board except Concessioner employees (captain, officers, crew, etc.); contractors and sub-concessioners; immediate family members of employees who are sharing the employee’s quarters; and musicians, artists, guest speakers, art auctioneers, interpreters, rangers, etc. who are traveling free, but providing passenger services for the concessioner or the National Park Service.
- (2) “Day” means any continuous period of time that services to be authorized are provided in Glacier Bay National Park & Preserve between the hours of 12 midnight on one day to 12 midnight the next day, including services on marine waters other than when a vessel is transiting open waters along the Gulf of Alaska, Cross Sound, North Inian Passage and Icy Passage without entering any bay or inlet of Glacier Bay National Park and Preserve.

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 per passenger per day amount.

\$_____ per passenger per day.

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

Scoring: 0-3

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

Secondary Subfactor 1a. Environmental Programs and Actions.

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

Category III Contract

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

Glacier Bay National Park & Preserve

Tour Vessel Services

Concession Contract No. CC-GLBAXXX-06

[Name of Concessioner]

[Address, including email address and phone number]

Doing Business As

Covering the Period _____ through _____

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

Sec. 1. Term of Contract

This Contract will be from January 1, 200__ until its expiration on December 31, 201__.

Sec. 2. Services and Operations

(a) Required and Authorized Visitor Services

The Concessioner must provide the following required Visitor Services within the Area: Tour Vessel Services.

The Concessioner may provide the following authorized Visitor Services within the Area: None

(b) Operation, Maintenance and Quality of Operation

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

No government owned personal property is assigned to the Concessioner.

(c) Operating Plan

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

(d) Rates

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

(e) No Capital Improvements

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

Sec. 3. Concessioner Personnel

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

Sec. 4. Environmental

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

Sec. 5. Fees

(a) Franchise Fee

- (1) The Concessioner must pay a franchise fee to the Director as follows: the greater of \$X.XX per passenger per day or \$500. ***[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) "Passenger" means everyone on board except Concessioner employees (captain, officers, crew, etc.); contractors and sub-concessioners of the permittee; immediate family members of employees who are sharing the employee's quarters; and musicians, artists, guest speakers, art auctioneers, interpreters, rangers, etc. who are traveling free, but providing passenger services for the concessioner or the National Park Service.
- (3) "Day" means any continuous period of time that services under this contract are provided in Glacier Bay National Park & Preserve between the hours of 12 midnight on one day to 12 midnight the next day, including services on marine waters other than when a vessel is transiting open waters along the Gulf of Alaska, Cross Sound, North Inian Passage and Icy Passage without entering any bay or inlet of Glacier Bay National Park and Preserve.
- (4) The Concessioner has no right to waiver of the fee under any circumstances.

(b) Payments Due

- (1) The franchise fee is to be paid as follows: A pre-payment of the greater of the estimated number of passengers scheduled to enter the park each year or \$500 is due not later than March 1, 2006 (or on execution of the permit, if this occurs after this date), and by March first of each successive year the

permit remains in effect. Payments for the actual number of passengers minus the pre-payment amount, is due October 1 of the same year.”

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

(3) If adjustments need to be made to the franchise fee payment due to adjustments to the reported gross receipts at the time of submission of the Concessioner’s Annual Financial Report, or for any other reason, the adjustments will be made as follows:

- Additional payments will be made at the time of submission of the Concessioner’s Annual Financial Report.
- Overpayments will be offset against the following year’s fees.

(c) Interest

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

Sec. 6. Insurance

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

Sec. 7. Records and Reports

(a) Accounting System

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

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

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

(b) Annual Financial Report

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

- (1) If the annual gross receipts of the Concessioner are in excess of \$1,000,000, the financial statements must be audited by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.
- (2) If annual gross receipts are between \$500,000, and \$1,000,000, the financial statements must be reviewed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.
- (3) If annual gross receipts are less than \$500,000, the financial statements may be prepared without involvement by an independent Certified Public Accountant, unless otherwise directed by the Director.

(c) Other Reports

- (1) Balance Sheet. If requested by the Director, within ninety (90) days of the execution of this Contract or its effective date, whichever is later, the Concessioner must submit to the Director a balance sheet as of the beginning date of the term of this Contract. The balance sheet must be audited or reviewed, as determined by the annual gross receipts, by an independent Certified Public Accountant.
- (2) The Director from time to time may require the Concessioner to submit other reports and data regarding its performance under this Contract or otherwise, including, but not limited to, operational information.

Sec.8. Suspension, Termination, or Expiration

(a) Termination and Suspension

- (1) The Director may temporarily suspend operations under this Contract in whole or in part or terminate this Contract in writing at any time in order to protect Area visitors, protect, conserve, and preserve Area resources, or to limit Visitor Services in the Area to those that continue to be necessary and appropriate.
- (2) The Director may terminate this Contract if the Director determines that the Concessioner has materially breached any requirement of this Contract.
- (3) In the event of a breach of the Contract, the Director will provide the Concessioner an opportunity to cure by providing written notice to the Concessioner of the breach. In the event of a monetary breach, the Director will give the Concessioner a fifteen (15) day period to cure the breach. If the breach is not cured within that period, then the Director may terminate the Contract for default. In the event of a nonmonetary breach, if the Director considers that the nature of the breach so permits, the Director will give the Concessioner thirty (30) days to cure the breach, or to provide a plan, to the satisfaction of the Director, to cure the breach over a specified period of time. If the breach is not cured within this specified period of time, the Director may terminate the Contract for default. Notwithstanding this provision, repeated breaches (two or more) of the same nature will be grounds for termination for default without a cure period. In the event of a breach of any nature, the Director may suspend the Concessioner's operations as appropriate in accordance with Section 8(a).

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

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

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

Sec. 9. Assignment, Sale or Encumbrance of Interests

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

Sec. 10. General Provisions – See Addendum 1.

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

By:

CONCESSIONER:

UNITED STATES OF AMERICA

(Title) (Company Name)

(Title), National Park Service

Date: _____

Date: _____

[Corporation]

Attest

By: _____

Title: _____

Attachments:

Addendum 1 – General Provisions

Exhibit A – Nondiscrimination

Exhibit B – Operating Plan

Exhibit C – Reserved

Exhibit D - Insurance

**ADDENDUM 1
GENERAL PROVISIONS**

1. Definitions.

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

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

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

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

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

2. Legal and Regulatory Compliance

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

3. Services and Operations

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

4. Environmental Data, Reports, Notifications, and Approvals

- (a) Inventory of Hazardous Substances and Inventory of Waste Streams. The Concessioner must submit to the Director, upon request, an inventory of hazardous chemicals used and stored in the Area by the Concessioner. The Concessioner must obtain the Director's approval prior to using any extremely

hazardous substance, as defined in the Emergency Planning and Community Right to Know Act of 1986, in operations under this Contract. The Concessioner must also submit to the Director, upon request, an inventory of all waste streams generated by the Concessioner under this Contract.

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

5. Fees

(a) Adjustment of Franchise Fee

- (1) The Concessioner or the Director may request, in the event that either considers that extraordinary, unanticipated changes have occurred after the effective date of this Contract, a reconsideration and possible subsequent adjustment of the franchise fee established in this section. For the purposes of

this section, the phrase “extraordinary, unanticipated changes” will mean extraordinary, unanticipated changes from the conditions existing or reasonably anticipated before the effective date of this Contract which have or will significantly affect the probable value of the privileges granted to the Concessioner by this Contract. For the purposes of this section, the phrase “probable value” means a reasonable opportunity for net profit in relation to capital invested and the obligations of this Contract.

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

6. Indemnification

The Concessioner agrees to assume liability for and does hereby agree to save, hold harmless, protect, defend and indemnify the United States of America, its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines),

claims, actions, suits, costs and expenses (including without limitation attorneys fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way connected with or arising out of the activities of the Concessioner, its employees, agents or Contractors under this Contract. This indemnification will survive the termination or expiration of this Contract.

7. Notice of Bankruptcy or Insolvency

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

8. Additional Provisions

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

procedures described in those regulations, as they are effective now or may be revised in the future.

Exhibit A Nondiscrimination

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

A. Employment

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

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

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

B. Construction, Repair, and Similar Contracts

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

C. Facilities

(1) Definitions: As used herein:

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

(2) The Concessioner is prohibited from:

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

Section II: Accessibility

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

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

A. Discrimination Prohibited

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

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

B. Existing Facilities

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

Exhibit B Draft Operating Plan

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

A. Introduction

1. This Operating Plan shall serve as a supplement to Concession Contract CC-GLBAXXX-06. It describes specific operating responsibilities of the Concessioner and the Service with regard to services provided by the Concessioner as authorized by the Contract. In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, shall prevail.
2. This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Any revisions shall not be inconsistent with the main body of the Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

B. Definitions:

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

1. “*Glacier Bay*” or “*Glacier Bay proper*” means all marine waters inside a line from Pt. Gustavus to Pt. Carolus.
2. “*Park*” means Glacier Bay National Park & Preserve.
3. “*Park Compendium*” or “*Compendium*” refers to a compendium of park designations, closures, permit requirements and other restrictions.
4. “*Pool*” or “*Use day pool*” or “*vessel use day pool*” means tour vessel use days not allocated to a specific concessioner, but which are potentially available for use by any tour vessel concessioner.
5. “*Vessel Use Day*” or “*Use day*” means any continuous period of time that a motor vessel is in Glacier Bay between the hours of 12 midnight on one day to 12 midnight the next day.
6. “*Over-size tour vessel*” means a vessel over 100 tons but less than 300 tons meeting the criteria for such passenger carrying vessels as provided in Pub.L. 108-293 sec. 616.
7. “*Prime Season Operator*” means the holder of a concession contract to provide tour vessel services which includes an allocation of Glacier Bay use days for the June 1 through August 31 period.

B. Required Reports & Submissions

1. Summary of Concessioner Reporting Requirements:

Requirement	Due
Annual Financial Report	March 1

Franchise Fee Pre-Payment	March 1
Certificate of Insurance	By startup of operations and as renewed
Concessioner's Roster of Employees	Prior to the first visit each year.
Schedule of Trips and Itineraries	March 1
Business Brochures and Advertising	As created
Proposed Rates	March 1
NPS Activity Report (see below)	September 30
Franchise Fee Final Payment/Reconciliation	September 30

2. **Annual Activity Report** [Ref: Contract Section 7(c)(2)]: The Concessioner will submit by September 30 the following information: date and time of each arrival and departure from Glacier Bay waters, broken down by time in Glacier Bay proper and in park areas outside Glacier Bay proper; park areas visited; number of passengers; number of officers and crew; and the time, location and a narrative description of any off-vessel activities within Glacier Bay National Park & Preserve (shore excursions, kayaking, etc.).
3. The Concessioner will report visitor use (and sport fishing activity, if any) for each use day in the park, in a format provided by the Service. The report must be received by the Superintendent not later than the 5th of every month for the previous month (i.e. report May use no later than June 5).

C. Operations

1. General Operating Provisions

- a. All vessel operations shall comply with relevant National Park Service regulations with particular attention to applicable elements of 36 CFR 13.65 and the Park Compendium.
- b. Food and beverage service shall be conducted in conformance with the U.S. Public Health Service, Food and Drug Administration Food Code.
- c. Tour vessel use in Glacier Bay (proper), for all operators combined, is limited to three vessels per day.
- d. Use of bays and inlets within the park, but outside Glacier Bay proper, is limited to one tour vessel at a time in each of the following areas: Lituya Bay, Palma Bay/Astrolabe Bay, Dixon Harbor, Torch Bay, Murk Bay/Graves Harbor, Dick's Arm, Taylor Bay, Dundas Bay and Sawmill Bay/Excursion Inlet (west side). Tour vessel operators will be expected to coordinate their itineraries to insure this limit is not exceeded.
- e. The Concessioner shall remove all solid wastes from the park for proper separation, recycling and disposal. Use of NPS solid waste receptacles or the park landfill is prohibited.
- f. Materials, supplies, or equipment of any type will not be cached or stored without prior written approval by the Superintendent.
- g. The Concessioner is required to notify park headquarters by telephone (907 697-2627) or marine band radio (KWM 20 Bartlett Cove on Channel 16) prior to entering Glacier Bay and provide or confirm the following:
 - (1) Name of the vessel operator (captain);
 - (2) Name of the vessel;

- (3) Name of the concessioner
 - (4) Number of guests and crew on board the vessel; and
 - (5) Confirm the scheduled entry and departure dates for that trip.
- h. Bartlett Cove or other locations in Glacier Bay National Park cannot be used as an operating base for commercial activities authorized by this contract.
2. NPS Interpretive Program
- a. The National Park Service will provide an interpretive program aboard all tour vessels at the discretion of the Superintendent.
 - b. If provided, the NPS Interpretive program may include:
 - (1) An introduction and orientation for all passengers in a main lounge;
 - (2) Periodic thematic commentary over the ship's public address system throughout the day.
 - (3) Demonstrations related to Glacier Bay in lounges and/or on the deck throughout the day;
 - (4) Roving and opportunistic programs throughout the day targeted at specific passenger interests; and
 - (5) Audio/visual, living history or other formal programs.
3. In support of the NPS interpretive program, the Concessioner shall:
- a. Schedule the vessel to enter Glacier Bay proper between 5:00 am and 10:00 p.m., unless other arrangements have been approved by the Superintendent, and reach the face of at least one tidewater glacier (note NPS Ranger boarding times elsewhere). No meals or conflicting activities should be scheduled in the proximity of glaciers or other primary features of interest;
 - b. Stop at Bartlett Cove on entering Glacier Bay proper to board one or more NPS Rangers. The tour vessel will stop at Bartlett Cove on departing Glacier Bay proper to disembark the Ranger(s); [Boarding or disembarkation of the NPS Ranger at locations other than Bartlett Cove requires prior approval of the Superintendent and requires the Concessioner to pay all costs related to the alternative boarding. Requests for alternative boarding locations should be submitted to the Superintendent prior to March 1st of each year.]
 - c. Schedule boarding of NPS Rangers no earlier than 6:00 a.m. and disembarkation no later than 9:00 p.m.;
 - d. Provide sleeping accommodations for the NPS Ranger(s) if the tour vessel itinerary includes an overnight stay. The accommodations will be a private stateroom or crew quarters or a shared room with an officer or crew member of the same gender. Other accommodations require prior approval of the Superintendent;
 - e. Schedule the NPS Interpretive program to be the priority activity on the vessel while in Glacier Bay proper;
 - f. Spend at least 15 minutes at South Marble Island;
 - g. Spend at least 30 minutes at the face of Margerie or Johns Hopkins Glacier;
 - h. Provide a public address system with a cordless microphone that can be broadcast and understood on all inside and outside decks, for use in the NPS Interpretive program [Outside speakers for this system will be oriented such that sound projected beyond the vessel is

- minimized. The NPS Ranger should have free use of the public address system during this period, and the Ranger's commentary should be broadcast over all open decks and viewing lounges];
- i. Provide audio-visual equipment and set up for the formal program, and;
 - j. Limit other ship-board announcements to those required for proper operation of the vessel.
4. Resource Protection
- a. Tour vessels are prohibited from entering wilderness marine waters of Glacier Bay National Park unless specifically authorized in writing by the Superintendent. The following off-vessel activities are authorized in wilderness lands and waters:
 - (1) Guided or unguided day hikes (group size limit is 12 – including guides); and
 - (2) Guided or unguided day trips with hand propelled watercraft (group size limit is 12 – including guides).
 - b. Off-vessel activities are authorized only when tour vessel groups are out of sight and sound of each other and of other wilderness groups. "Out of sight" means that each group will not be in view of each other at any time during the off-vessel activities. If because of topography, weather, or logistics each group can not remain out of sight of each other, they will remain at least one-quarter mile apart. Out of sound means that each group will remain far enough apart so they would not normally be able to hear each other. This separation may be further than the visual separation as sound travels easily around physical and water barriers that often restrict groups visually. This separation should be adjusted for each area based on topography and weather conditions. If because of topography, weather, or logistics each group can not remain out of sound of each other, they will remain at least one-quarter mile apart.
 - c. Site specific off vessel activity restrictions:
 - (1) Reid Inlet: No more than two groups of up to 12 individuals may be in Reid Inlet at any one time. These groups include those involved in all off-vessel activities (shore and water based). Shore based activities are not authorized in the area surrounding the Ibach Cabin site. This area is used by numerous species of songbirds, shorebirds, waterfowl, and seabirds. There are mew gull and arctic tern nesting colonies south of the cabin that are susceptible to human foot traffic. Also, brown bears are frequently seen in this area.
 - (2) Leland Island: Off vessel activities are not authorized on Leland Island, including the reefs due south of the southern tip of Leland Island, due to the presence of harbor seals that haul out on land in this area.
 - (3) Tyndall Cove to Shag Cove and Geikie Inlet: Off vessel activities are not authorized on the small island at the entrance to Shag Cove due to an active bald eagle nest. Off vessel activities are not authorized on the shoreline directly opposite the small islet near the northwest entrance to Shag Cove. Marine birds (including harlequin ducks, scoters, and goldeneyes) tend to concentration in this area and can be susceptible to repeated human and vessel disturbance.
 - (4) South Sandy Cove, North Sandy Cove, Puffin Island, and Spokane Cove. Off vessel activities are not authorized above high tide in these areas due to a high concentration of black bears. Groups may go to shoreline to rest and for lavatory breaks but must remain below the high tide line.

- (5) Guided hikes on the Forest Loop Trail in Bartlett Cove shall be limited to 20 people per group, including guides.
- d. Each vessel operator shall receive an NPS boater orientation prior to each operating season or on the initial arrival to Bartlett Cove. Orientations will be available at the NPS Visitor Information Station in Bartlett Cove from May-September or by prior arrangement with the NPS Ranger station. Phone number for the Visitor Information Station is 907-697-2627. VHF radio call number is KWM20-Bartlett Cove (they stand by on channel 16 and 12)
- e. Feeding wildlife is prohibited in national parks by federal law. The Concessioner will insure that crew and passengers do not feed wildlife (including birds) and that food and garbage are not accessible to wildlife.

5. Visitor Safety

This section intentionally left blank. Responses to safety issues in the proposal will be incorporated here if accepted by the NPS.

6. Rates: A detailed listing of rates must be submitted annually. The National Park Service recognizes that many rates may include services and activities provided outside the park area. Therefore, the rate submission should also include an explanation of how the rates will be allocated to activities authorized under the contract for purposes of preparing annual financial reports.
- a. Complaints: The Concessioner will provide a copy of all complaints received regarding services provided under this contract along with the Concessioner's response to the Superintendent within 30 days of receipt. The Concessioner will also provide the Superintendent with summaries of any visitor surveys or comment programs conducted by the Concessioner regarding services provided under this contract by November 15 of each year. The Service will forward to the concessioner any comments or complaints received regarding their services under this contract.
7. Glacier Bay Vessel Use Day Allocation and Scheduling
- a. The Concessioner has an *initial* annual allocation of _____ tour vessel use days for Glacier Bay (proper) from June 1 through August 31.
- b. The Concessioner shall submit, by June 15, a proposed tour vessel schedule identifying the days the vessel will be in Glacier Bay proper for the following season (i.e. June 15, 2005 for the 2006 season) for the Superintendent's review and approval. If the schedule is not timely submitted or if the proposed schedule when considered with all other prime season operator schedules results in more than three tour vessels scheduled on any day in Glacier Bay proper, the Superintendent will adjust the schedules to not exceed three vessels per day.
- c. The NPS does not at this time intend to allocate tour vessel use during the rest of the year. If scheduling conflicts arise outside of the June – August prime season, the NPS will allocate use days in proportion to the prime season allocation. For example, if company A and company B have 25% and 30% of the use days in June - August, respectively, they will have a priority over other companies in scheduling 25% and 30% of the use days, respectively, in each month during the remainder of the year. Any remaining use days will be allocated to those concessioners, excluding over size tour vessels, without an allocation of use days for

- the June 1 through August 31 period who express an interest by random drawing. Any remaining use days will be allocated to over size tour vessels by random drawing.
- d. The Concessioner shall operate in the park according to the schedule approved by the Superintendent.
 - e. The Concessioner shall notify the park concessions office of any cancellations of scheduled use days as early as possible.
8. Vessel Use Day Pool
- a. The concessioner will notify the Superintendent in writing on or before March 1 for the upcoming season of any tour vessel use days initially allocated that will not be used during the June 1 through August 31 period that year. Timely relinquished use days will be available for use in subsequent years unless permanently revoked.
 - b. Any of the initially allocated vessel use days not timely relinquished and not used during the June 1 through August 31 period, or not used in two consecutive years, will be permanently revoked from the annual allocation of vessel use days, resulting in a reduction of the number of vessel use days allocated for the remainder of the term of the contract including any extensions. The superintendent may restore a permanently revoked vessel use day if the superintendent determines that the failure to use the vessel use day resulted from circumstances beyond the concessioner's control. The concessioner must inform the superintendent in writing as soon as it becomes aware of the circumstances that preclude use of the allocated vessel use day.
 - c. Relinquished, revoked and unallocated use days (vessel use day pool) will be allocated by the superintendent to those prime season operators who indicate in writing an interest in receiving vessel use days. The Superintendent will allocate use days to those prime season operators who expressed an interest in proportion to their prime season allocation. Any remaining use days will be allocated to those concessioners, excluding over size tour vessels, without an allocation of use days for the June 1 through August 31 period who express an interest by random drawing. Any remaining use days will be allocated to over size tour vessels by random drawing.

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 and specified additional coverages listed below must provide no less than the limits described in the table below, or as specified in any applicable Federal or State statute or regulation.

Commercial General Liability: Federal Maritime Commission Certificate of Financial Responsibility or as shown below:

Number of Passengers	Minimum Liability Insurance
13-20	\$1,000,000
21-50	\$1,500,000
51-120	\$2,000,000

121-220	\$2,500,000
221-300	\$3,000,000
Over 300	\$3,500,000

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:

Products/Completed Operations
Personal Injury & Advertising Injury
General Aggregate
Fire Damage Legal Liability ``per fire"

1. 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)
2. If the policy insures more than one location, the General Aggregate limit must be amended to apply separately to each location, or, at least, separately to the appropriate NPS location(s).

A. 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, which is used in Glacier Bay National Park & Preserve. (Where there are no owned autos, coverage applicable to ``hired" and ``non-owned" autos, ``Symbols 8 & 9," will be maintained.)

B. 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.

C. Watercraft Liability (or Protection & Indemnity)

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

D. Aircraft Liability (if applicable)

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

E. 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.

F. 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.

G. 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).

H. 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.

I. 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 \$10,000.

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.