



National Park Service
U.S. Department of the Interior

Glacier Bay National Park and
Preserve

Box 140
Gustavus, Alaska 99826

907-697-2232 phone
907-697-2654 fax

Prospectus

A Concession Business Opportunity for Cruise Ship 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-CRUISESHIP-08

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

Date Prospectus Issued: May 20, 2008

Questions Regarding the Prospectus Are Due: July 7, 2008

Offers and any modifications must be received at the following address:

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

By 4:00 PM on August 18, 2008,

in order to be considered for the initial award of contracts and initial allocation of
available cruise ship use days.

The opportunity to apply for cruise ship vessel services into Glacier Bay National Park & Preserve shall remain open throughout the contract term. However, it is expected that all of the available prime season use-days will be awarded during the initial allocation.

This "open" solicitation will allow additional Cruise Ship operators to submit proposals to provide services in the under-utilized shoulder and off-season and will allow additional operators an opportunity to utilize prime season use-days which may become available over the course of the contract term.

Address Questions to:

Glacier Bay National Park & Preserve
Attn: Mr. David Nemeth
P.O. Box 140
Gustavus, Alaska 99826
Phone: 907-697-2624
Fax: 907-697-2654
E-mail: david_nemeth@nps.gov

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SECTION 1: BUSINESS OPPORTUNITY

INTRODUCTION

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), 36 CFR Part 51, and 36 CFR Part 13. 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 multiple concession contracts to provide cruise ship services in Glacier Bay National Park & Preserve. The NPS will manage cruise ship access to Glacier Bay proper through an allocation of

“use days”¹ with each concession contract based on the daily and seasonal vessel quotas established by federal regulations.² These services are to be based outside Glacier Bay National Park and no park lands or facilities will be assigned under this opportunity.

The opportunity to apply for cruise ship services in Glacier Bay National Park & Preserve shall remain open throughout the contract term. This “open” solicitation will allow additional Cruise Ship operators to submit proposals to provide services in the under-utilized shoulder and off-season and will allow additional operators an opportunity to utilize prime season use-days which may become available over the course of the contract term. It is expected that all available use-days for Glacier Bay (proper) for the May through September period will be awarded following the initial response period (see inside cover).

For the purposes of this prospectus, *cruise ship* means any motor vessel of at least 100 tons gross

¹ As used here “use day” means any continuous period of time that a vessel is in Glacier Bay between the hours of 12 midnight on one day to 12 midnight the next day.

² See 36 CFR Part 13 Subpart N

(U.S. System) or 2,000 tons (ITC or International Convention System) certificated to carry more than 12 passengers for hire (36 CFR 13.1102).

This prospectus is issued to evoke the widest possible interest from qualified offerors 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 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 additional information about the National Park Service, visit our website at www.nps.gov.

GLACIER BAY NATIONAL PARK & PRESERVE

Glacier Bay National Park and Preserve is located at the northern end of 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 foot Mount Fairweather. Glaciers within the park 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 from a National Monument to a National Park, added the Preserve area and enlarged it to its present size of over 3.3 million acres. For information about the park visit our web site at: www.nps.gov/glba/. Those interested in submitting proposals for the services offered here are encouraged to review this information.

THE EXISTING CONCESSION OPERATIONS

The following table lists the concessioners currently holding concession contracts to provide cruise ship services in the Park and their prime season vessel quota allocation. All authorizations expire on September 30, 2009.

Concessioner (Contract Numbers)	June1 – Aug. 31 Use Day Allocation	Allocation Subject to Historical Rights ³
Carnival Cruise Line (GLBA050)	0	0
Celebrity Cruises (GLBA046)	0	0
West Travel, Inc. (GLBA040)	0	0
Crystal Cruises ⁴ (GLBA036)	6	0
Holland America Line (GLBA002 & GLBA005)	62	39 ⁵
Norwegian Cruise Line (GLBA007)	13	0
Princess Cruises (GLBA003 & GLBA004)	52	32 ⁶

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

Cruise Ship utilization of Glacier Bay proper 2005-2007

Year	Passengers	Total Cruise Ship Use Days	June - August Cruise Ship Use Days
2007	417,648	225	153
2006	400,935	210	139
2005	340,791	206	137

³The term “historic rights,” unless specified otherwise, refers to Alaska National Interest Lands Conservation Act (ANILCA) §1307 historic rights as defined in *36 CFR Part 13 Subpart E*.

⁴ Crystal Cruises discontinued operations in Glacier Bay in 2006, but has maintained their concession authorization.

⁵ Holland America Line and P & O, Inc., d.b.a Princess Cruises, are historical operators based on the following language from the Consolidated Appropriations Act, 2008, “SEC. 134. In implementing section 1307 of Public Law 96-487 (4 Stat. 2479), the Secretary shall deem the present holders of entry permit CP-GLBA005-00 and entry permit CP-GLBA004-00 each to be a person who, on or before January 1, 1979, was engaged in adequately providing visitor services of the type authorized in said permit within Glacier Bay National Park.” Permit 005 is Holland America and permit 004 is P & O, Inc., d.b.a Princess Cruises.

⁶ See footnote above, which applies to Princess Cruises.

CRUISE SHIP MANAGEMENT IN GLACIER BAY NATIONAL PARK & PRESERVE

Glacier Bay Vessel Plan and Regulations

On November 21, 2003, the National Park Service published its Record of Decision for the *Vessel Quotas and Operating Requirements in Glacier Bay National Park & Preserve* Environmental Impact Statement. Regulations implementing this action went into effect January 2, 2007 (ref. 36 CFR Part 13 Subpart N).

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

Cruise Ship Quotas and Seasons

NPS regulations⁷ establish the daily cruise ship quota of two vessels per day and also establish two seasonal vessel quotas: “up to 184” use days from June 1 through August 31 (the prime season) and “up to 122” use days during May and September (the shoulder season). The remainder of the year (the off-season) has only the two cruise ship per day daily vessel quota. The regulations also require the Superintendent to annually determine the cruise ship seasonal quota for the prime and shoulder seasons. The current (2008) seasonal quotas are 153 use days for the prime season and 92 use days for the shoulder season.

Glacier Bay Cruise Ship Quota		
Time Period	Current (2008) Quota	Potential Quota
June 1 – August 31	153	Up to Two Per Day (184)
May and September	92	Up to Two Per Day (122)
October – April	Two Per Day	Up to Two Per Day (426)



Eighty-two (82) vessel use days will be allocated under this solicitation. Separately, seventy-one (71) additional vessel use days will be allocated pursuant to historical operators (See “Proposal Instructions, Preferred Offeror Determinations”). The Superintendent will annually determine the cruise ship quota. This determination will be based upon applicable authorities, appropriate public comment and available scientific and other information. The

number will be subject to the maximum daily vessel quota of two cruise ships (36 CFR 1160(b)).

Adjustments to each concessioner’s allocation will be based on that operator’s percentage of the competitively allocated use days (i.e., historical use days will not be factored into the proration).

⁷ 36CFR§13.1160

The maximum number of prime season use days to be allocated is as shown below.

Maximum Number of Prime Season Cruise Ship Use Days (Cruise Ship Seasonal Vessel Quota, see 36 CFR 13.1160)	153
Use Days to be Allocated Based on Historic Rights	-71
Maximum Number of Prime Season Use Days to be Competitively Allocated under this Solicitation	82

1990 Glacier Bay Cruise Ship Management Plan

On May 31, 1990, the NPS published notice in the Federal Register (FR, Vol. 55, No. 105, page 22108, 5/31/1990, FR Doc. 9012551) of a policy for cruise ship entries into Glacier Bay National Park. In summary, the 1990 policy was designed to increase opportunities for competitive award of cruise ship use days into Glacier Bay and to enhance visitor opportunities to select from a wider variety of cruise ship operations. These objectives were to be accomplished under the 1990 policy primarily by limiting the transferability of concession permits for cruise ship tours in Glacier Bay, limiting the scope of a preference in renewal of concession permits that would otherwise apply, and granting additional renewal preferences.

However, in 1998, the Congress revised and reconfirmed the management of National Park Service concession contract authorizations through the National Park Service Concessions Management Improvement Act of 1998, P.L. 105-391, November 13, 1998. This law does not permit the continued implementation of most of the operative provisions of the 1990 policy such that the policy can no longer be implemented to achieve its objectives. Accordingly, the National Park Service has rescinded the 1990 policy. However, NPS does intend to continue to encourage the award of multiple concession contracts to different operators for Glacier Bay cruise operations to enhance visitor choices in visiting Glacier Bay by cruise ship. This will be accomplished primarily by limiting the number of cruise ship use days permitted under each cruise ship concession contract, thereby increasing the number of concession contracts available for award. Notice of this change was published in the Federal Register on February 5, 2008.

THE NEW CONCESSION CONTRACTS

Cruise Ship Operating Conditions

Specific terms and conditions under which these cruise ship services are to be provided are detailed in the draft concession contract in this prospectus. Offerors should also be familiar with applicable State and federal requirements (i.e., non-NPS federal requirements.).

Limitations on the Number of Vessel Use Days per Company

The maximum number of cruise ship use days any one company may be allocated pursuant to this prospectus is 26 (in addition to any allocation based on historic rights).

The purpose of this limit is to enhance opportunities for visitors to select from a variety of possible cruise ship services in Glacier Bay, reflecting diverse itineraries, program orientation and price.

Allocation of Shoulder and Off-Season Use Days

Demand for *shoulder* and *off season* cruise ship use days is currently below the quota limitations. If demand exceeds the quotas, use days for these periods will be allocated based on each operator's proportion of non-historic⁸ prime season use days. The procedures for allocating use days are provided in the draft Operating Plan.

Cruise Ship Scheduling

Cruise ship concessioners will be responsible for submitting a proposed schedule each year to the Superintendent for review and approval. In the past, a consolidated annual schedule for all cruise lines has been coordinated through Cruise Line Agencies of Alaska, P.O. Box 8080, Ketchikan, Alaska, 99901. A comprehensive schedule was then submitted to the Superintendent for approval, fulfilling this requirement on behalf of each operator. Specific procedures related to cruise ship scheduling may be found in the draft Operating Plan.



Increases or Decreases in Cruise Ship Use Day Quotas

As noted above, the Superintendent will annually determine the cruise ship quota up to a maximum of two ships per day. Any changes in the cruise ship quota will be prorated among existing operators based on the percentage of non-historic use days each was initially allocated.

Specific procedures for re-allocating cruise ship use days as a result of increases or decreases in

⁸ The reason that allocations based on historic rights would not be included in computing the allocation of shoulder and off season dates is that historic rights are limited to prior levels of service. As such, any expansion of services into the shoulder and off season would not be an element of these rights.

the cruise ship quotas are provided in the draft Operating Plan.

Interpretive Program

An approved interpretive program is a required element of the concession contract. Criteria for the interpretive program are given in the draft Operating Plan (including Attachment A). Offerors may either develop their own program based on these criteria or participate in the NPS interpretive program (on a cost-recovery basis).



The Vessel Itinerary

The draft Operating Plan, including Attachment A, provides specific operating requirements related to integration of the vessel itinerary and interpretive program. In addition, regulations⁹ provide for a 13 knot (or other) speed limit when necessary for protection of park resources. Based on these requirements, Concessioner’s will develop specific itineraries, subject to NPS approval, for each visit to Glacier Bay. Potential offerors are strongly encouraged to evaluate whether their specific situation would allow visits to Glacier Bay which meet these requirements. The following information is provided to assist potential offerors in their evaluation.

Itineraries and timing of required interpretive activities should fall within the ranges shown in the following table (Note: “Ranger boarding” assumes participation in the NPS Interpretive Program). Since ships arriving after about 8:30 a.m. have a significantly different schedule than those arriving earlier, we have provided ranges for both “early” and “late” ships.

Activity	Early Ships	Late Ships
Ship Arrives Off Bartlett Cove - Ranger Boarding	6:00-8:30	9:00-10:30
Pass Queen Inlet Northbound – Commentary Begins	8:00-11:30	11:00-13:30
Pass Lamplugh Glacier Southbound – Commentary Ends	12:00-17:00	15:00-17:00
Ship Arrives Off Bartlett Cove - Ranger Disembarkation	14:30-21:00	17:30-21:00
Glacier Bay “Chat”	Morning	Afternoon
Auditorium and Children’s Programs	Afternoon	Morning
Second Auditorium Program, if needed	Afternoon	Morning

⁹ § 13.1176 Speed restrictions.

- (a) From May 15 through September 30, in designated whale waters the following are prohibited:
 - (1) Operating a motor vessel at more than 20 knots speed through the water; or
 - (2) Operating a motor vessel at more than 13 knots speed through the water, when the superintendent has designated a maximum speed of 13 knots, or at a maximum speed designated by the superintendent based on NOAA guidelines or new scientific information.
- (b) From July 1 through August 31, operating a motor vessel on Johns Hopkins Inlet waters south of 58°54.2' N latitude (a line running due west from Jaw Point) at more than 10 knots speed through the water is prohibited.

For specific arrival times, activities might be scheduled as shown in the following two tables.

Typical Itinerary for a 7:00 Arrival	
7:00	Ship Arrives Off Bartlett Cove - Ranger Boarding
7:30	Glacier Bay Chat
9:00	Pass Queen Inlet Northbound – Commentary Begins
10:30-13:30	Upper West Arm Glacier viewing (generally this is spent at Margerie Glacier)
13:30	Pass Lamplugh Glacier Southbound – Commentary Ends
14:00	Auditorium and children’s programs
16:00	Ship Arrives Off Bartlett Cove - Ranger Disembarkation

Typical Itinerary for a 10:00 Arrival	
10:00	Ship Arrives Off Bartlett Cove - Ranger Boarding
10:30	Auditorium and children’s programs
12:00	Pass Queen Inlet Northbound – Commentary Begins
13:30-16:30	Upper West Arm Glacier viewing (generally this is spent at Margerie Glacier)
16:30	Pass Lamplugh Glacier Southbound – Commentary Ends
17:30	Glacier Bay Chat
19:00	Ship Arrives Off Bartlett Cove - Ranger Disembarkation

Offerors contemplating an itinerary other than the typical itineraries shown above should carefully consider the following (in addition to the draft Operating Plan requirements):

Muir Inlet is not included in the typical itinerary because the transit time needed for traveling to both the East and West arms of Glacier Bay could diminish the time spent at tidewater glaciers and thus reduce passenger enjoyment and understanding of the park.

Johns Hopkins Inlet is an optional element of the typical itinerary due to seasonal area closures, high concentrations of harbor seals, ice and other factors that will often preclude going beyond, or even approaching, Jaw Point near the mouth of Johns Hopkins Inlet.

Other bays and inlets of Glacier Bay National Park (such as Dundas Bay and Lituya Bay) are not authorized for cruise ship services due to potential conflicts between cruise ship activities and other visitor uses.

Franchise Fee

The minimum franchise fee for the first year (2010) of the new contract is the greater of \$7.00 per passenger per day or \$500.00. The National Park Service will adjust this fee each year in accordance with the Consumer Price Index, All Urban Consumers, published by the U.S. Department of Labor¹⁰, by the same percentage increase or decrease from January of the preceding year to January of the current year. Should this index cease to be published, the

¹⁰ See <http://data.bls.gov/cgi-bin/surveymost?bls>

National Park Service will select a similar index to annually adjust the fee. However, offerors may propose a higher franchise fee in accordance with the terms of the prospectus.¹¹

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.

Term and Effective Date of New Contracts

The new contracts will have a term of up to ten years, proposed to be January 1, 2010, through September 30, 2019.

Financial Reporting

All concessioners will be required to file the NPS “Short Form”.

Facilities

No park facilities will be assigned under these contracts.

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 inside cover of the prospectus with your request.



¹¹ The franchise fee is established for all offerors in accordance with Public Law 104-333, Title IV (National Park Service Concession Management Improvement Act of 1998) and all offerors may propose a higher franchise fee in accordance with this law and the terms of this prospectus.

Referenced Documents	Website
Concessions Management Improvement Act of 1998 (PL 105-391)	http://www.nps.gov/akso/concessions/index.cfm?theme=concession#laws or http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=105_cong_public_laws&docid=f:publ391.105.pdf
NPS Concession Management Regulations 36 CFR Part 51	http://www.nps.gov/akso/concessions/index.cfm?theme=concession#laws or http://www.access.gpo.gov/nara/cfr/waisidx_07/36cfr51_07.html
Public Law 96-487 (ANILCA) Section 1307 Regulations – 36 CFR Part 13, Subpart D	http://www.nps.gov/akso/concessions/index.cfm?theme=concession#laws or http://ecfr.gpoaccess.gov/cgi/t/text/textidx?c=ecfr&sid=8bd70f09b438a2ad2e90a1025830dba7&rqn=div5&view=text&node=36:1.0.1.1.13&idno=36#36:1.0.1.1.13.5
NPS Management Policies, Chapter 10- Commercial Visitor Services	http://data2.itc.nps.gov/npspolicy/index.cfm or http://www.nps.gov/policy/MP2006.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.nps.gov/glba/parkmgmt/vessel.htm
Regulations page of the Glacier Bay National Park & Preserve website	http://www.nps.gov/glba/parkmgmt/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 allocation of 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.

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 your 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 sequentially numbered.
- Documents. One printed original, three printed copies and one **searchable** electronic copy on CD or DVD (.PDF portable document format – [or other format subject to NPS approval]) are required.
- The NPS recommends that offerors minimize waste by writing concise proposals, printing on both sides of the paper, limiting supplemental materials and utilizing simple binding methods.
- Labeling. The proposal documents are to be submitted in a sealed container (e.g. an envelope or box) with the following marked on the outside:

“CONCESSION PROPOSAL - MAILROOM: DO NOT OPEN.”

Proposal Due Date (from Prospectus Cover): _____

Offeror name and address: _____

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 forty-five (45) 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) for the initial allocation of use days, 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.

- Contracts will first be offered to those ANILCA preferred offerors who match the best proposal (or the offeror who submitted the best proposal, if an ANILCA preferred offeror), in the order of the initial point scores of the ANILCA preferred offerors until the pool of ANILCA preferred offerors who matched the best proposal is exhausted.
- Contracts will next be offered to all remaining offerors 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 Cruise Ship Use Days

Each concession contract will include an initial allocation of prime season cruise ship use days, which collectively total up to the number of use days currently authorized (i.e., up to 82 for this prospectus). This initial allocation of use days will be based on the number of use days requested (up to the maximum number allowed - see proposal package “NUMBER OF PRIME SEASON USE DAYS REQUESTED”) and the order in which contracts are awarded (see Offering the Contracts - above), until all currently authorized use days are allocated. For example, if there are 10 use days available in the prime season, and each offeror requests 4 use days, the best and second best offerors would each get 4 use days, the third best offeror would get the remaining two use days, and any additional contracts awarded would get zero (0) use days in the prime season. Note that when all of the currently authorized use days are allocated, additional contracts may still be offered to offerors who submitted timely, responsive proposals. However, these contracts will include zero (0) use days in the prime season. Offerors may opt to accept such a contract because it would still provide an authorization to operate in the shoulder or off season or even during the prime season if the prime season operators do not use all of the use days they are allocated.

The NPS does not at this time intend to allocate cruise ship use days during the shoulder and off season. If scheduling conflicts arise outside of the prime season, the NPS will allocate use days in proportion to the June to August non-historic allocation. For example, if company A and company B have 25% and 30% of the use days in the prime season, respectively (not counting any use days allocated pursuant to ANILCA historical rights), they will have a priority over other companies in the allocation and scheduling of 25% and 30% of the use days, respectively, in each month during the remainder of the year.

Preferred Offeror Determinations

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 13.305).

¹ Preferences applicable to this prospectus include ANILCA preferred operators (“Most Affected” Native Corporations and local residents – see 36 CFR Part 13, Subpart E).

Holland America Line and P & O, Inc., dba Princess Cruises, are historical operators based on the following language from the Consolidated Appropriations Act, 2008, “SEC. 134. In implementing section 1307 of Public Law 96-487 (4 Stat. 2479), the Secretary shall deem the present holders of entry permit CP-GLBA005-00 and entry permit CP-GLBA004-00 each to be a person who, on or before January 1, 1979, was engaged in adequately providing visitor services of the type authorized in said permit within Glacier Bay National Park.” Permit 005 is Holland America and permit 004 is P & O, Inc., d.b.a Princess Cruises.

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 13.310). Historical operators will be permitted to continue to provide their historic scope of use (39 vessel use days for Holland and 32 vessel use days for P & O, Inc.), provided their historical rights are not lost (see 36 CFR 13.310). 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 13.310). An historical operator may compete for a new contract and additional use days pursuant to this solicitation and competitive process. If an historical operator is awarded a new contract pursuant to this solicitation and competitive process, a single new contract will be issued to that operator. The historic scope of use will be included and separately identified in any such contracts.

Preferred operator means “a Native Corporation that is determined under 36 CFR 13.325 to be “most directly affected” by the establishment or expansion of a park area by ANILCA, or a local resident as defined in this subpart.” Local Resident is defined in 36 CFR 13.305.

On June 4, 1997 the National Park Service invited Native Corporations to apply for “most directly affected” status, pursuant to 36 CFR 13.325. 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 13.325. 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 13.315. See Proposal package – ANILCA Section 1307 Preferred Operator Application.

The Native Corporations determined to be “most directly affected” and local residents have equal preference (36 CFR 13.315).

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

Certain provisions of 36 CFR Part 13, Subpart E and the draft concession contract relevant to joint ventures, subconcessions and management agreements are reproduced below for the convenience of the Offeror. Proposals from offerors asserting preferred operator status 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 13.315).

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” (Ref. 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 Part 51, Subpart E and F) is very different than the definition of preferred operator under ANILCA Section 1307.

Under the provisions of 36 CFR Part 51 Subpart E and F, the Director has determined that these are not qualified concession contracts for the preferred operator preference, because in the first year of the new contract the anticipated gross receipts will exceed \$500,000. Therefore, no preferred offerors for these contracts exist under the terms of 36 CFR Part 51.

RELATIONSHIP BETWEEN THE TWO PREFERENCES

The rights of preferred operators under ANILCA Section 1307 take precedence over the right of preference granted to certain existing satisfactory NPS concessioners (36 CFR 13.315(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. Information “required by the Prospectus” refers to information expressly required by the Prospectus and that is material, as determined by the NPS, to an effective evaluation of the Proposal under the applicable selection factor.

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 under 36 CFR Part 51 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 be submitted to the Congress because the anticipated gross receipts are anticipated to exceed \$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 forty five (45) 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 evaluate the feasibility of your proposal.

COMPLETE PROPOSAL

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

the written information provided in proposals and other appropriate information. 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. In making its selection of the best proposal submitted in response to the Prospectus, the Service will consider all information submitted by Offerors and has the right, but not the obligation, to consider any other available information related to the matter.

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.

Offeror's Transmittal Letter and Accompanying Proposal

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

The Offeror's Transmittal Letter states your acceptance of the terms and conditions of the concession opportunity as set forth in this prospectus. It states that you will comply with the terms 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.

Proposals Submitted on behalf of Incipient Offerors

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

OMB Control No.1024-0125, expiration 1/31/2010

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: Sue Masica
Regional Director
Alaska Region, National Park Service
240 W 5th Ave. #114
Anchorage, AK 99501

Dear Ms. Masica:

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-CRUIESHIP-08), 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 and recognize that false statements may subject the offeror to criminal penalties of 18 USC § 1001. 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 42 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.

Glacier Bay National Park & Preserve
Alaska Region – National Park Service

- 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 and in the Proposal Instructions, to answer the following questions:

- (1) Is the entity making this proposal seeking to be qualified as a local resident, as defined in 36 CFR 13.305, for the services proposed under this prospectus?

Yes

No

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

For individuals:

Has the offeror lived within the local area¹ for 12 consecutive months before the date this prospectus was issued (see issue date on inside cover)?

Yes

No

Has the offeror maintained their primary permanent residence and business within the local area and?

Yes

No

Whenever absent from this primary, permanent residence, does the offeror to return to it?

Yes

No

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

For corporations:

Is the controlling interest² in the corporation is held by an individual or individuals who

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

qualify as local resident(s) (see above)?

Yes

No

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

Yes

No

- (2) Are you applying for “most directly affected Native corporation” status, as defined in 36 CFR Part 13, Subpart E? *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 cruise ship use days you are requesting for **Glacier Bay proper** for June 1 through August 31. Note that failure to use any prime season use days allocated during the first year of the contract term may result in reallocation of those use days at the discretion of the Superintendent (see Sec. G, Draft Operating Plan). Each offeror may request up to a maximum of 26 prime season use days (in addition to any use day allocated based on historic rights). The number of use days has been capped in order to provide park visitors a reasonable variety of cruise ship services.

Number of Prime Season⁵ Glacier Bay Use Days Requested (maximum is 26)

over the actions and operations of the corporation or election of a majority of the board of directors of the corporation.

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 See the Business Opportunity section for definition of “prime season” and the relationship between prime season, shoulder season and off-season quotas and use day allocations.

⁵ June through August

The Vessel(s) to be Operated

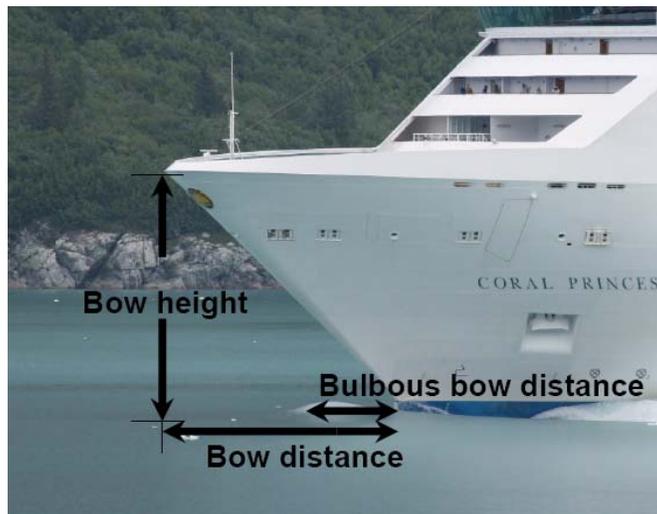
This is for informational purposes and will not be evaluated except in relation to specific criteria addressed elsewhere.

For each vessel, provide:

1. A power/speed/fuel consumption curve (independent of typical hotelling power requirements) and
2. The following information.

Vessel Specifications (Provide data for each vessel)	
Vessel Name(s)	
Former Names	
Vessel Owner	
Registry	
Classification Society	
P&I Club (if applicable)	
Date Entered Service	
Builder	
Date of Last Major Refit	
Date of most recent Control Verification Examination (or USGC Inspection)	
VIN or IMO Number	
Gross Tonnage (state the convention system for measurement – e.g. U.S. or ITC)	
Diesel Engines (number, year, manufacturer & model no., engine type, no. of cylinders, displacement per cylinder (liters), 2 or 4 cycle, turbo or supercharged, horsepower, rpm. Also note if it meets MARPOL Annex VI or other emission standards). Use a separate line for each model of engine	
Gas Turbine Engines: (number, year, manufacturer & model no., engine type, horsepower, rpm, note if isolation mounted. Also note if it meets any existing emission standards). Use a separate line for each model of engine. Also note when gas turbines will be used if both diesel and gas turbine engines are installed.	
Electric Propulsion: number, manufacturer, model, HP, cyclo/synchro converter input frequency and cyclo/synchro converter output frequency at a specific shaft rpm.	
Wind or Solar Power (describe if applicable)	
Total Propulsion power (specify HP or kW)	
Propellers: No. of propellers, no. of blades, propeller centerline depth, fixed or controllable pitch. Specify number and type of podded drives if applicable.	
Thrusters (type, power rating and location)	
No. of Passenger Cabins	
Passenger Capacity (lower berths)	
Passenger Capacity (all berths)	
No. of Crew	
Anti-Fouling System(s) [Type(s), Brand(s)]	
Fuel Types carried (Use a separate line for each type carried. If multiple fuels are carried, note the purpose for each.)	
Fuel Capacity (Use a separate line for each type of fuel carried.)	
Marine Sanitation Device (type, make & model)	
Auxiliary Generator(s) (e.g. in cases where propulsion is direct drive diesel engines and supplemental generators are used for electrical generation. Provide number and capacity)	
Hull Design (mono-hull, catamaran, etc.)	
Cruising Speed	
Maximum Speed	

Vessel Specifications (Provide data for each vessel)	
Wake height at cruising speed (if known)	
Length (ft. or meters)	
Beam (ft. or meters)	
Draft (ft. or meters)	
Depth (ft. or meters)	
Bow Height (ft. or meters, see graphic, below)	
Bow length (ft. or meters, see graphic, below)	
Bulbous Bow Length (ft. or meters, see graphic, below)	
Does the Bow Height change with speed? If so, how much?	



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 draft operating plan for this concession operation during the term of the concession contract until such time as that operating plan is updated or otherwise revised 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 propose 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 protection of particular resources of the park area. Environmental objectives that promote the natural environment *in general* (waste reduction, fuel efficiency, recycling, etc.) are addressed under *secondary selection factor 1*. Please avoid overlap between the response here and the response to *secondary selection factor 1*.

A primary objective of the National Park Service is the protection of park resources. Some potential environmental issues related to cruise ship services include:

- Air quality impacts due to stack emissions;
- Water quality issues due to discharge of waste, toxicity of anti-fouling systems and petroleum spills; and
- Impacts due to ship generated noise.

Subfactor 1a. Air Quality

- 1) Describe the equipment and technology for controlling or minimizing air pollution emissions to be utilized by each vessel you propose to operate in the park.
- 2) Describe operational methods which would be employed to minimize air pollution emissions for each vessel you propose to operate in the park including engine, generator, and incinerator operations.
- 3) Describe the opacity monitoring mechanisms in place for each vessel you propose to operate in the park. Please specify how opacity data is recorded, if an opacity alarm is in place, the alarm level and the standard operating procedures for responding to the alarm.
- 4) Will you provide the park with the opacity monitoring data? If so, describe the format you will use (electronic, paper printouts, etc.) and how long the information will be available. A better proposal may commit to retaining this information for at least a year and making it available to the NPS on request...
- 5) Provide the information indicated on the following Propulsion Engine Data form for each propulsion engine you propose for service in Glacier Bay. For propulsion systems based on technology other than compression ignition diesel engines (e.g. gas turbine, steam, solar, sail, etc.), specify the specific emissions standards (if any) met by the alternative propulsion system or provide certified emissions levels for (1) THC+NOX g/kW-hr.; (2) CO g/kW-hr.; and (3) PM g/kW-hr. if available. A better proposal may utilize propulsion systems which minimize emissions of these and other pollutants.⁶

⁶ For diesel engine, please refer to 40 CFR Part 94 Sec. 8: <http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=40&PART=94&SECTION=8&TYPE=TEXT>

Ship Name	Engine Make	Engine Model	No. of Engines Installed	EPA Engine Category ⁷	EPA Emissions Rating ⁸	Engine Power Rating	Glacier Bay Usage ⁹ (%)

Subfactor 1b. Water Quality

- 1) Will operations involve any discharge into the waters of Glacier Bay National Park (not just the bay proper), including, but not limited to, wastewater, treated and untreated sewage, grey water, ballast water, bilge water, hazardous and solid wastes? If so, describe the nature of the discharge(s) in detail including location(s), composition, toxicity, quantity, rate and frequency. A better proposal may commit to eliminating vessel discharge in all Glacier Bay National Park waters.
- 2) Will your operations involve any discharge into the waters adjacent to Glacier Bay National Park from Cross Sound to the entrance to Glacier Bay, including, but not limited to, wastewater, treated and untreated sewage, grey water, ballast water, bilge water, hazardous wastes and solid wastes? If so, describe the nature of the discharge(s) in detail including location(s), composition, toxicity, quantity, rate and frequency. A better proposal may commit to eliminating vessel discharge in the adjacent waters described above.
- 3) If the proposed operation involves any wastewater discharge into park waters, identify any wastewater treatment you will use which exceeds state or federal requirements. A better proposal (though likely not better than a commitment to eliminate discharge) may employ an advanced wastewater treatment system designed to remove the highest proportion of pathogens, pollutants, metals and organics.
- 4) Identify the hull anti-fouling system(s) for each of the vessels you propose for use. You must disclose whether you have applied organotin compounds to the hull of any of the vessels proposed for operation in Glacier Bay and, if so, whether you have applied a barrier coat (please describe the barrier coat used).
- 5) Describe on-board hazardous material spill response capability for each vessel proposed to operate in the park. Describe the type and size (length/height) of spill retention boom, quantity of absorbent material, etc. A better proposal may include appropriate training and supplies to enable ship staff to quickly and capably respond to small spills and to facilitate first response in the event of a major spill.

Subfactor 1c. Underwater Noise

⁷ Category 1: >5 liters/cylinder); Category 2: 5-<30 liters/cylinder; or Category 3: >30 liters/cylinder.

⁸ Tier 1, Tier 2 (proposed), Tier 3 (proposed), Blue Sky, or None

⁹ The percentage of the time that the ship is in Glacier Bay that the engine will be running [e.g. if the ship is in Glacier Bay 10 hours and the engine will run for 5 hours = 50%].

- 1) Describe the equipment, technology or other physical plant features designed to minimize underwater noise for each vessel you propose to operate in the park.
- 2) Describe operational methods you will employ to minimize underwater noise for each vessel you propose to operate in the park.
- 3) Will you complete underwater “sound signatures” for any of the ships proposed to operate in Glacier Bay within two years of contract award and provide the NPS with a copy of any reports within sixty days of report completion?¹⁰ If so, provide details including ships to be tested, type of testing, specific ships systems to be tested and the testing entity, facility and location. A better proposal may include a comprehensive testing program for all ships at an established facility.

¹⁰ Several cruise lines have worked with the Naval Surface Warfare Center – Detachment Bremerton, 530 Farragut Ave., Bremerton, WA 98314, 360-476-4335; Contact: Blair Kipple. The test facility is at the Southeast Alaska Acoustic Measurement Facility near Ketchikan, Alaska.

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

It is the objective of the National Park Service that park visitors have access to high-quality facilities and services.

A primary objective of the National Park Service is to:

- Focus ship-board activities on Glacier Bay National Park during the visit to Glacier Bay by providing a comprehensive interpretive program (such as the NPS Interpretive Program described below).
- Provide an effective pre-arrival program for passengers and crew to facilitate their understanding and enjoyment of the area.
- Provide a comprehensive program for evaluating effectiveness of the pre-arrival program and on-site interpretive program.

Interpretive Program¹¹

The National Park Service has determined that the Interpretive Program described in the draft Operating Plan, Attachment A, is the minimum acceptable program for cruise ship services in Glacier Bay. The offeror may either elect to provide the interpretive services themselves or participate in the NPS Interpretive Program (on a cost recovery basis).¹²

Will you participate in the NPS Interpretive Program (including cost-recovery)? If not, submit a full description of your proposed interpretive program addressing all elements listed in Attachment A. Minimum criteria for the Interpretive Program (Attachment A) must be met in order for the proposal to be considered responsive.

Additional Elements of the NPS Interpretive Program

The following items are elements of the NPS Interpretive Program which exceed the minimum requirements listed in the draft Operating Plan, Attachment A. Only offerors who will not be participating in the NPS Interpretive Program need to specifically address each item below in order to receive consideration for exceeding the minimum requirements for that item. **Please Note: If you indicated above that you would participate in the NPS Interpretive program, the Service will consider that you will provide these additional items.**

- Provide interpreters with the opportunity to visit libraries, museums or institutions that have Alaska and Glacier Bay specific information or reference materials.

¹¹ Please also review the interpretive program provisions in the Operating Plan (including Attachment A), which is an exhibit to the draft Contract.

¹² The program also provides passengers access to Glacier Bay related publications through on-board sales provided by the Alaska Geographic Association (previously Alaska Natural History Association), a non-profit cooperating association. See <http://www.alaskageographic.org/>

- Provide opportunity for interpreters to work with experts on interpretive program subjects such as communication and interpretive techniques.
- Propose supplementary field trips both ashore and on the waters of Glacier Bay to provide interpreters with added personal experience to further enhance their programs.
- Provide the interpreters additional training and materials to develop more specialized and in-depth programs.
- Conduct focus groups and surveys to determine if passengers understand and appreciate the significance of Glacier Bay National Park and Preserve.
- Provide passengers access to Glacier Bay related publications through on-board sales provided by the Alaska Geographic Association (previously Alaska Natural History Association), a non-profit cooperating association. [See <http://www.alaskageographic.org/>]

Additional Elements Not Included in the NPS Interpretive Program

The following items are potential supplements to the interpretive program. Offerors should specify which of the following elements you will provide (if any) and describe in detail how you will accomplish that item. **Note: Unlike the previous subsection, this subsection is applicable to all offerors.**

- Provide additional Park related interpretive programs and materials related to the park specifically for children.
- Provide pre-trip information related to Glacier Bay (for example, a link from your website to Glacier Bay National Park and Preserve website [<http://www.nps.gov/glba/>]).
- Provide passengers and crew the opportunity to view films about Glacier Bay National Park prior to arrival.
- Provide passengers and crew with supplemental materials about Glacier Bay National Park prior to arrival in Glacier Bay.
- Provide programs for passengers by specialists on park related subjects, i.e. geology, ecology, natural history, Alaska history, native Alaskan culture and art, prior to arrival in Glacier Bay.
- Provide supplemental on-board exhibits.
- Provide park related reference materials including natural and cultural history resources in the ships' libraries.¹³
- Provide new and innovative interpretive services and programs utilizing new and emerging technology.
- Make audio-visual recordings of the Auditorium Interpretive Program upon request and provide copies to the NPS - to facilitate program development and performance. [Blank DVDs would be provided by the NPS].
- Provide educational materials to cruise ship passengers and employees explaining the concessioner's specific programs to minimize impacts to park resources and the part passengers

¹³ The Alaska Geographic Association (Alaska Natural History Association < <http://www.alaskanha.org/> >) is a suggested resource for appropriate library materials.

and crew play in making these efforts successful. For example, a better proposal might propose signs, video presentations or a daily news article explaining why passengers (and crew) should not feed birds.

- Provide other Innovative Interpretive Program Elements not listed above

The Cruise Ship Itinerary in Glacier Bay

The cruise ship itinerary is a significant element in ensuring that passengers have a reasonable opportunity to enjoy, learn about and experience the park. A good itinerary helps promote a positive visitor experience, a poor itinerary undermines it. Experience has shown that the following itinerary constraints promote a positive visitor experience for the typical cruise ship visit.

- Arrival in Glacier Bay (off Bartlett Cove) no earlier than 07:00 (7:00 am)¹⁴
- Passing Queen Inlet, northbound, no earlier than 09:00 (9:00 am)¹⁵
- Passing Lamplugh Glacier, southbound, no later than 17:00 (5:00 pm)¹⁶

1. Will you operate in accordance with these itinerary constraints? If so, you can skip the next question. A better proposal may answer “Yes” to this question.

2. If you do not propose to operate in accordance with the itinerary constraints shown above, provide your proposed alternative times and explain the reasons for the alternative times. Please note that your alternative times need to meet the draft Operating Plan requirements.

- Arrival in Glacier Bay (off Bartlett Cove) no earlier than _____
- Passing Queen Inlet, northbound, no earlier than _____
- Passing Lamplugh Glacier, southbound, no later than _____

3. Provide your proposed Glacier Bay itinerary or itineraries. The “Proposed Itinerary Table” below is a suggested format for providing this information.

¹⁴ Arriving before passengers wake up limits their opportunity to appreciate park themes such as plant succession.

¹⁵ Passing Queen Inlet before passengers eat breakfast limits their opportunity to get out on deck during this primary glacier viewing period.

¹⁶ Leaving the glacier area after 5 pm results in passengers missing some of the prime glacier viewing due to conflicts with dinner schedules and other evening activities.

Proposed Itinerary Table

Provide this information for each proposed itinerary

Time(s)	Activity
_____	Glacier Bay Arrival (ranger boarding time)
_____	Glacier Bay Chat
_____	Passing Queen Inlet northbound
_____	Begin Commentary
_____	Arrival at Margerie/Grand Pacific Glaciers
_____	Departure from Margerie/Grand Pacific Glaciers
_____	Interpretive auditorium program
_____	Children’s Program(s)
_____	Meals
_____	Passing Lamplugh Glacier southbound
_____	Times at other glaciers/inlets (specify)
_____	Activities which restrict interpretive commentary (specify activity)
_____	Departure from last glacier
_____	End Commentary
_____	Depart Glacier Bay (ranger disembarkation time)

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.

Identify the Concessioner and Related Parties

The NPS will not score your response to this element as a separate subfactor. However, your answers may affect the evaluation and scoring of subfactors in principal selection factor 3 and other subfactors in the proposal package.

Using the Business Organization form, located 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, Sole Proprietorship, Corporation, or Limited Liability Company) and include all information necessary to make the relationships among parties clear.

Business Organization Information – Corporation/Limited Liability Company		
<i>Complete separate form for the submitting corporation and the parent corporation (include all partners in a joint venture).</i>		
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		
Total of All		
Total Shares Outstanding		
OFFICERS AND BOARD OF DIRECTOR	ADDRESS	TITLE AND/OR AFFILIATION

Business Organization Information – 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

Experience

For the purposes of this element, “Offeror” means the offering entity, unless the offering entity has been in existence for less than five years. In that case “offeror” means the offering entity, its parent, subsidiaries, predecessor companies and any other related business entity. Partnerships or joint ventures need to report for all partners.

1. Please summarize the offeror’s background and experience in the cruise industry.
2. Past Business Difficulties

The Offeror’s past record of marine casualties and violation notices must be included in your proposal for the period beginning five years prior to submission of the proposal.¹⁷

a. Has the Offeror had any *marine casualties or accidents*¹⁸?

Yes

No

If yes, list of all *marine casualties or accidents* following the format provided below.

¹⁷ Information which comes to the attention of the National Park Service for the period of time after a prospectus is issued but prior to the actual award of a contract may be considered in the selection process.

¹⁸ The term “*marine casualty or accident*” means any event (anywhere in the world) caused by or involving a **passenger** vessel and includes the following:

[46 CFR Part 4]

- 1) An unintended grounding, or an unintended strike of (allision with) a bridge;
- 2) An intended grounding, or an intended strike of a bridge, that creates a hazard to navigation, the environment, or the safety of a vessel;
- 3) A loss of main propulsion, primary steering, or any associated component or control system that reduces the maneuverability of the vessel;
- 4) An occurrence materially and adversely affecting the vessel's seaworthiness or fitness for service or route, including but not limited to fire, flooding, or failure of or damage to fixed fire-extinguishing systems, lifesaving equipment, auxiliary power-generating equipment, or bilge-pumping systems;
- 5) A loss of life [except for deaths due to natural causes] ;
- 6) An injury that requires professional treatment (treatment beyond first aid) and, if the person is engaged or employed on board a vessel in commercial service, that renders the individual unfit to perform his or her routine duties;
- 7) An occurrence causing property damage in excess of \$100,000, this damage including the cost of labor and material to restore the property to its condition before the occurrence, but not including the cost of salvage, cleaning, gas-freeing, dry-docking or demurrage.
- 8) An occurrence involving significant harm to the environment including:
 - a) A discharge of oil as set forth in 40 CFR 110.3 or a discharge of hazardous substances in quantities equal to or exceeding, in any 24-hour period, the reportable quantity determined in 40 CFR part 117;
 - b) A discharge of noxious liquid substances [as defined in 33 CFR 151.47 or 33 CFR 151.49] in bulk; and
 - c) A probable discharge of oil, hazardous substances, marine pollutants, or noxious liquid substances.

Date of Incident	Type of Casualty or Accident	Vessel Name	No. of Fatalities	Dollar Amount of Property Damage	Total Accident Cost (e.g. repairs, clean-up, fines, legal expenses)	Geographical Location of Incident

b. Has the Offeror been charged by any governmental authority (within or outside the United States), or local entity, for violation of any criminal or civil statute or regulation relating to passenger vessel activities, public land use or the environment?

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.

PRINCIPAL FACTOR 4. THE FINANCIAL CAPABILITY OF THE OFFEROR TO CARRY OUT ITS PROPOSAL.

Scoring: 0-5

Note to Offeror: In the event the offeror is not the legal entity that is to be the concessioner under the concession contract, provide the information described below with respect to both the Offeror, including all partners in a joint venture, and the proposed Concessioner. Explain the Offeror's financial relationship with the proposed Concessioner.

Financial Capability

1. The Availability of Funds to Operate the Concession.

Will you be purchasing a vessel or undertaking a major purchase or investment in order to operate this concession? (Note: Major purchase or investment is defined as exceeding 10% of the book value of your assets.) Yes _____ No _____

If so, explain how you will finance this investment. Include the purchase or investment amount, expected loan rates, and expected terms of financing agreements. 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.

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. Similarly, provide financial statements for all partners in a partnership and all members of a limited liability company. Personal financial statements are required for owners of sole proprietorships.

Note: If the information requested above is not available, the offeror should explain why and provide information demonstrating the offeror's financial position. If the offeror is a new entity with no financial history, then the offeror should provide information demonstrating the financial position of the new entity. This could include, but is not limited to, binding commitments from investors, shareholders or other owners to provide financial support. In this case, financial statements demonstrating availability of funds for the investors, shareholders or other owners should also be provided.

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, Experian or D&B (formerly Dun & Bradstreet.)

3. Demonstrate your understanding of 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 a single cruise in the form of a prospective income statement. The projections should be provided for the term of the contract.

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.

Only projected receipts and expenses related to a single cruise 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 provide the revenue and expenses for a single cruise in its entirety, with the information requested below under “Operating Assumptions” regarding the number of days of the cruise and the amount of time that cruise will spend in Glacier Bay.

PROSPECTIVE INCOME STATEMENT FORMAT

All Projected Revenue and Expenses for a Single Cruise that Will Enter Glacier Bay
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

All Projected Revenue and Expenses for a Single Cruise that Will Enter Glacier Bay

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	%	%	%	%	%	%	%	%	%	%
Amount of Time in Glacier Bay (in hours or, if more than 1 day, number of days)										
Number of Days of Cruise										
Number of Revenue Passengers on Cruise*										
Average daily revenue per passenger.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

If the “Number of Revenue Passengers on Cruise” multiplied by the proposed franchise fee per passenger does not equal the amount for NPS franchise fees included in the prospective income statement, then you should provide an explanation of how the franchise fee was determined.

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

Scoring: 0-4

The proposed franchise fee.

- (1) **Note to Offeror:** The minimum franchise fee for the draft contract is the **greater of \$7.00 per passenger per day or \$500.00 annually**. The National Park Service will adjust this fee each year in accordance with the Consumer Price Index, All Urban Consumers, published by the U.S. Department of Labor, by the same percentage increase or decrease from January of the preceding year to January of the current year. Should this index cease to be published, the National Park Service will select a similar index to annually adjust the fee.
- (2) “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.
- (3) “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 proposal of a higher franchise fee is generally beneficial to the NPS, and, accordingly, may 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. The National Park Service will score the proposed franchise fee according to the dollar amount proposed per passenger.

Please state the franchise fee you propose as a **per passenger, per day amount**. The proposed franchise fee should be in dollars and cents. A full cent is the lowest level of detail that should be proposed (1/2 cents or other portions of cents will not be considered.) Do not propose a tiered system for a franchise fee, such as \$7.00 for the first 20,000 passengers and \$10 for the next 20,000 passengers. The proposed amount per passenger per day should be the same for all passengers.

\$_____ per passenger per day. This franchise fee will be adjusted annually in accordance with the consumer price index, all U.S. consumers.

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 THE 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: This secondary selection factor focuses on environmental management programs and activities that promote *general* environmental objectives such as waste reduction, fuel efficiency, recycling, etc. Please avoid overlap between your response here and your response to *Principal Selection Factor 1*, which relates specifically to protection of particular resources of the park area.

1. Describe the environmental programs and actions you will undertake (**in addition to those you have described under Principal Selection Factors 1 and 2**) to minimize the impacts of your operations on, and promote a better understanding and respect for, the **general** environment.

A better proposal may include commitments such as:

- reductions in greenhouse gasses;
- specific energy and water efficiency practices or standards;
- minimizing solid waste production;
- maximizing recycling of waste products; and
- use of environmentally preferable products and supplies.

For example, an offeror may:

- Describe procedures for containment and disposal of wastewater sludge, filters, and screening wastes associated with proposed vessel wastewater treatment systems. A better proposal may provide innovative solutions to handling, disposal or diversion of this component of the waste stream; or
- Describe procedures for minimizing solid waste. A better proposal may utilize best industry practices for minimizing solid waste, and would commit to tracking solid waste generation and rates (such as pounds of solid waste and recycled waste generated per passenger per day), diversion rates (amount of solid waste which is recycled) and change over time for each ship. A better proposal also may propose to share their solid waste data with the park upon request.
- Describe steps they have taken, or intend to take, to reduce energy and water consumption. A better proposal may utilize best industry practices for improving energy and water efficiency, and would commit to tracking energy and water usage over time. A better proposal also may propose to share their energy and water usage data with the park upon request.

SECONDARY SELECTION FACTOR 2. SPECIFIC ENVIRONMENTAL MANAGEMENT ISSUES.

Scoring: 0-3

Note to Offeror: This secondary selection factor focuses on specific environmental management issues not addressed elsewhere. Please avoid overlap between your response here and your response to *Principal Selection Factor 1*, which relates specifically to protection of particular resources of the park area or *Secondary Selection Factor 1*, which relates to the offerors general environmental management program.

- 1) Will you use helicopters over Glacier Bay National Park and Preserve (other than for medical evacuation or other emergency use)? If so, describe the proposed use including location, purpose, frequency, duration. Also describe any mitigating measures you would take to reduce the impacts of helicopter use on wildlife, passengers and other park users. A better proposal may minimize or eliminate non-emergency helicopter use over the park.
- 2) Describe your proposed program to reduce airborne ship-generated noise. A better proposal may minimize ship generated noise.
- 3) Describe how you will comply with federal regulations related to vessel approach to whales in Glacier Bay (see 36 CFR 13.1170). A better proposal may include:
 - a) a comprehensive whale avoidance program which details procedures for detecting and responding to nearby whales, describe how any vessel limitations¹⁹ would be mitigated and address procedures for safely slowing down or changing course to avoid approaching whales at distances of less than 1/4 mile; and
 - b) a comprehensive training program based on programs such as the NOAA “A Prudent Mariner’s Guide to Right Whale Protection”²⁰ with reference to Glacier Bay specific regulations.
- 4) Will you provide the Park with data on ship location and speed *through-the-water* and *over-the-ground* obtained from each ship’s onboard instruments in text-based electronic format on CD or DVD? If so, describe the format you will use and when the information will be available. A better proposal may commit to providing this information in electronic form on CD or DVD as machine readable ASCII text data including date, time, latitude, longitude and speed through the water at 1 minute intervals (or less) delivered to the NPS at least monthly during May through September.

¹⁹ Some examples of “vessel limitations” might be constraints on rates of turn or deceleration related to passenger safety or inability of bridge officers to see directly in front of the vessel due to the configuration of the bow.

²⁰ See <http://www.nero.noaa.gov/shipstrike/doc/mtr.html>

Category III Contract

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

Glacier Bay National Park & Preserve

Cruise Ship Services

Concession Contract No. CC-GLBAXXX-10

[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, 2010, until its expiration on September 30, 2019.

Sec. 2. Services and Operations

(a) Required and Authorized Visitor Services

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

The Concessioner may provide the following authorized Visitor Services within the Area: Cruise ship services including onboard interpretive services.

(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. The National Park Service will adjust this fee each year in accordance with the Consumer Price Index, All Urban Consumers, published by the U.S. Department of Labor, by the same percentage increase or decrease from January of the preceding year to January of the current year. Should this index cease to be published, the National Park Service will select a similar index to annually adjust the fee.
- (2) “Passenger” means every person on board except Concessioner employees (captain, officers, crew); and contractors; 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 except 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 shall be due on a monthly basis at the end of each month and shall be paid by the Concessioner in such a manner that the Director shall receive payment within fifteen (15) days after the last day of each month that the Concessioner operates. This monthly payment shall include the franchise fee equal to the specified passenger rate times the number of passengers for the preceding month.
- (2) The Concessioner shall pay any additional fee amounts due at the end of the operating year as a result of adjustments at the time of submission of the Concessioner’s Annual Financial Report. Overpayments shall be offset against the following year’s fees. In the event of termination or expiration of this Contract, overpayments will first be offset against any amounts due and owing the Government, and the remainder will be paid to the Concessioner.
- (3) All franchise fee payments consisting of \$10,000 or more, shall be deposited electronically in accordance with all applicable laws.

(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, if requested by the Director.

(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, if requested by the Director.

(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

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.

[Insert Name of Concessioner]

United States of America

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: Alaska Regional Director

Date: _____

Date: _____

Attest

Signature: _____

Name: _____

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 proposal package to supply specific operational information, including, but not limited to, information regarding safety and environmental protection. Operational practices included in the proposal and accepted by the Superintendent will be incorporated into the final operating plan. The provisions below represent the minimum operational requirements for this activity.

This Operating Plan between [insert name of concessioner] (hereinafter referred to as the “Concessioner”) and the National Park Service (hereinafter referred to as the “Service”) 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.

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.

A. 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. “Area” means the property within the boundaries of Glacier Bay National Park & Preserve.
2. “Cruise ship” means any motor vessel of at least 100 tons gross (U.S. System) or 2,000 tons gross (International Convention System) certificated to carry more than 12 passengers for hire.
3. “Glacier Bay” or “Glacier Bay proper” means all waters inside a line drawn between Point Gustavus at 135°54.927' W longitude; 58°22.748' N latitude and Point Carolus at 136°2.535' W longitude; 58°22.694' N latitude.
4. “Off-Season” means October 1 through April 30.
5. “Park Compendium” or “Compendium” refers to a compendium of area designations, closures, permit requirements and other restrictions.
6. “Pool” or “Use day pool” or “vessel use day pool” means cruise ship use days not allocated to a specific concessioner, but which are potentially available for use by any cruise ship concessioner.
7. “Prime Season” means June 1 through August 31.
8. “Prime Season Operator” means the holder of a concession contract to provide cruise ship services which includes an allocation of one or more Glacier Bay use days for the June 1 through August 31 prime season period.
9. “Service” means the National Park Service.
10. “Shoulder Season” means May and September.
11. “Superintendent” means the manager of the Area.
12. “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.

B. Required Reports & Submissions

1. Summary of Concessioner Reporting Requirements:

Requirement	Due
Annual Financial Report [ref. contract §7(b)]	March 1
Franchise Fee Pre-Payment [ref. contract §5(b)(1)]	March 1
Proposed Schedule for following year	July 15
Activity Report [ref. Operating Plan §C.3.]	5 days after each month of operation.
Franchise Fee Final Payment/Annual Reconciliation [ref. contract §5(b)(1)]	15 days after each month of operation.

2. **Activity Reports** [Ref: Contract §7(c)(2)]: The Concessioner will submit the following information within five days after each month during which the Concessioner operated within the Area: date and time of each arrival and departure from the Area, broken down by time in Glacier Bay proper and Area marine waters outside Glacier Bay proper; locations visited; number of passengers; number of officers and crew.
3. The Concessioner will report visitor use for each use day in the Area, in a format provided by the Service. The report must be received by the Superintendent not later than 5 days after each month of operation (i.e., report May use is due 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 Part 13, Subpart N 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. The Concessioner will facilitate boarding and disembarkation of Area staff in accordance with standard pilot boarding procedures (also see **Safety** below).
- d. Cruise ship use in Glacier Bay, for all operators combined, is limited to two vessels per day [36 CFR §13.1160].
- e. Off-vessel activities within Glacier Bay National Park and Preserve are prohibited unless specifically authorized in advance in writing by the Superintendent.
- f. Concessioner vessels are not authorized entry into bays and inlets of the Area other than Glacier Bay proper.
- g. When two cruise ships are in Glacier Bay on the same day, the second ship to arrive should coordinate their itinerary with that of the other ship so that both ships are not at Margerie Glacier or in Johns Hopkins Inlet at the same time.

2. **Commercial Filming:** A separate National Park Service film permit is required for all commercial filming in Glacier Bay National Park except as specifically authorized below. Film permits are available through the Chief Ranger’s office (phone 907 697-2230; fax 907 697-2654, or GLBA_Ranger_Activities@nps.gov). Concessioner’s should allow at least 30 days for processing of film permit requests.

- a. **Use of Ship’s Launches:** Each concessioner is authorized one launch per ship each year to photograph the ship for advertising purposes, subject to the following conditions:
 - (1) Prior to lowering the launch, the concessioner must advise the Area in writing that the activity is to occur, indicating the company, ship, location and date. This notification may

be by fax (907-697-2654), e-mail (David_Nemeth@nps.gov) or given directly to the Rangers on board.

- (2) This activity may occur only when no other cruise ships are within sight.
- (3) The ship must be at full stop while the launch is in the water.
- (4) When in the vicinity of a glacier, the launch may not pass between the ship and the nearest glacier face.

3. Resource Protection Program

- a. The Concessioner will authorize NPS staff to board their ships while in Glacier Bay and provide access to the bow of the vessel for wildlife observation purposes.
- b. Feeding wildlife is prohibited in national parks. The Concessioner will insure that crew and passengers do not feed wildlife (including birds) and that food and garbage are not accessible to wildlife.
- c. Public address system announcements shall be kept to a minimum, music will not be broadcast on outside decks and ship's horns will not be sounded unless necessary for safety purposes while in Glacier Bay.
- d. No trash, or other objects, may be discarded from the ship while in the Area.
- e. The Concessioner shall remove all solid wastes from the Area for appropriate separation and recycling or disposal.

4. Interpretive Program – General Concessioner Requirements. The Concessioner will provide an interpretive program aboard all cruise ships, either by participating in the NPS Interpretive Program (on a cost recovery basis) or by providing its own NPS approved program which meets, or exceeds, the requirements in Attachment A. In either case, the Concessioner shall comply with the following.

- a. The Concessioner will distribute the NPS Glacier Bay brochure to all passenger cabins the night before entering Glacier Bay. An additional twenty brochures will be available at the Purser's Desk each sailing for those passengers that request one.
- b. The Concessioner will distribute a ship's newsletter containing appropriate and accurate introductory information about Glacier Bay and times and locations for the day's interpretive events (such as scheduled programs, chats, commentary, information desk and children's programs) prior to arrival in Glacier Bay.
- c. Concessioner vessels will spend at least four (4) hours in the upper west arm area (between Queen Inlet northbound and Lamplugh Glacier southbound) and one (1) hour or more at the face of tidewater glaciers.
- d. The Concessioner will schedule no ship board events or organized activities, from Queen Inlet, northbound, until past Lamplugh Glacier, southbound, which compete with the Interpretive Program. Examples of activities which should not take place include ice carving demonstrations, organized games such as bingo, auctions, dance lessons or photographic sessions involving props or costumes. Passenger services not involving organized public events, (e.g. gift shops, fitness centers, beauty salons) may remain open.
- e. The Concessioner will schedule an NPS approved live interpretive commentary to be broadcast over the ship's public address system while transiting the upper West Arm and allow additional commentary at other appropriate points of interest. The Concessioner will provide a location, approved by the NPS, for the person doing the commentary, which has

- unrestricted views forward and to either side of the ship (the vessel bridge is generally the best location). This public address system must be broadcast clearly over all open decks, pool areas, non-formal dining areas, and all lounges offering outside viewing. The Concessioner shall have a designated person on each ship responsible for ensuring that sound levels are set at appropriate levels in all areas and that any problems are immediately corrected. The Concessioner should adjust outside speaker orientation and volume to minimize broadcast of the commentary beyond the ship.
- f. The Concessioner will provide an information station in a smoke-free area where passengers congregate and where the interpretive commentary can be heard. The information station will be set up within one half hour of passing Bartlett Cove, northbound, and remain in place until 17:00 (5:00 pm) or the ship passes Lone Island (southbound), whichever occurs first. The information station shall be in a location approved by the Superintendent (generally forward or on the port side of the ship with an open view outside). The Concessioner will provide table space totaling at least 12 lineal feet and wall space, or an easel for mounting Glacier Bay exhibits (minimum wall or easel space: 4 feet high by 3 feet wide) at the information station.
 - g. The Concessioner will provide a mounted map of Glacier Bay, based on the Glacier Bay brochure map, which will be set up in the information station area.¹
 - h. The Concessioner will schedule a Glacier Bay interpretive (auditorium) program approved by the Superintendent, to be presented in a primary theater or lounge with high quality image viewing capabilities. The Concessioner will provide a designated person on each ship responsible for operating audio-visual equipment and for ensuring that any problems are immediately corrected. The auditorium program will be scheduled no earlier than 30 minutes after boarding, or 1 ½ hours before disembarkation, and at a time which does not conflict with meal service, upper Glacier Bay glacier viewing, the Glacier Bay Chat or the ship-board commentary.
 - i. The Concessioner will schedule an informal interpretive program question and answer session for passengers [“Glacier Bay Chat”] in a smoke-free, public area. The Glacier Bay Chat shall be scheduled so that it does not conflict with the auditorium or children’s programs.
 - j. The Concessioner will schedule an approved Glacier Bay children’s program to be presented in an appropriate area at a time which does not conflict with meals, the Glacier Bay Chat or the ship-board commentary. In most cases, the children’s program should be scheduled for the same time period as the auditorium program.

5. Safety

- a. Weather Monitoring and Reporting: the Concessioner shall participate with the NOAA Voluntary Observing Ship (VOS) Program [see: <http://www.vos.noaa.gov/>] while operating in Glacier Bay National Park. Concessioner will submit a location specific report while transiting the Drake Island/Tlingit Point area to the NOAA Weather Service Juneau Forecast Office, (907) 790-6824 [<http://pajk.arh.noaa.gov/>].
- b. The Concessioner will confirm NPS personnel boarding and disembarkation times at a minimum of forty-eight hours in advance. Variations from the confirmed times will be considered in extenuating circumstances, such as severe weather, mechanical difficulties or medical emergencies, and must be approved by the Superintendent or their designee.

¹ An electronic file of the map will be available from the Park.

- c. Pilot boarding equipment and procedures for boarding of NPS personnel and others in Glacier Bay must comply with Attachment B.
 - d. The NPS (pilot vessel operator, on board Rangers or other personnel involved in ship boardings) or the Concessioner can decide if personnel transfers should not be attempted due to safety, weather or other factors. In general, a transfer **will not take place** if the pilot vessel vertical oscillation exceeds 30 inches (76 CM) while alongside the ship.
 - e. The Concessioner will provide appropriate accommodations and transportation to the next port if NPS personnel are not able to disembark due to weather conditions or other factors.
 - f. Procedures for medical evacuations at Bartlett Cove (unless directed otherwise by Area staff):
 - (1) The Concessioner will notify the Area of the need for a medical evacuation as early as possible via Marine VHF Channel 16 or by phone: 907-697-2627 (during business hours) or 907-697-2651 (after hours the emergency phone patch).
 - (2) Area staff will facilitate the medical evacuation when necessary, but will not accept patients or take over treatment from the Concessioner’s medical personnel.
 - (3) The Concessioner will not begin a medical evacuation until Area staff have confirmed that an appropriate medical facility, treatment personnel and transportation to the medical facility will be available to accept and take over treatment of the patient.
 - (4) The patient will not be transported from the ship until there is confirmation from Area staff that a means of evacuation (helicopter or air ambulance) is on the ground in the Gustavus or Bartlett Cove area.
 - (5) Medical transports will be by ship’s launch.
 - (6) The Concessioner will provide an appropriate medical care provider to accompany each patient from the ship. The Concessioner’s care provider will remain with the patient until the patient is accepted by receiving facility personnel.
 - (7) The patient shall remain on the ship if transportation from Gustavus to an appropriate medical facility is not available or if weather conditions make such transportation unsafe.
- D. **Rates:** A detailed listing of rates must be submitted annually, at the same time as the Annual Financial Report.
- E. **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.
- F. **Glacier Bay Vessel Use Day Allocation and Scheduling**
- 1. The Concessioner has an *initial* annual allocation of _____ prime season cruise ship use days for Glacier Bay (proper). The number of use days may be changed in response to resource considerations, federal laws, regulations and/or court decisions.
 - 2. The Concessioner shall submit, by June 15 of each year, a proposed cruise ship schedule identifying the days the vessel will be in Glacier Bay proper for the following season (i.e. June 15, 2010 for the 2011 season) for the Superintendent’s review and approval. [Note: A consolidated schedule for all cruise lines is generally coordinated through normal industry

channels, currently Cruise Line Agencies of Alaska, P.O. Box 8080, Ketchikan, Alaska, 99901, who submits a comprehensive schedule to the Superintendent for NPS approval, fulfilling this requirement on behalf of each operator.] 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 two cruise ships scheduled on any day in Glacier Bay proper, the Superintendent will adjust the schedules so as not exceed two vessels per day. The Concessioner's vessels may enter Glacier Bay only accordance with the schedule approved by the Superintendent.

3. The Concessioner's vessels shall arrive at Glacier Bay (off Bartlett Cove) no earlier than sunrise or 06:00 (6:00 am) local time, whichever is later, and depart Glacier Bay (off Bartlett Cove) no later than sunset or 21:00 (9:00 pm) whichever is earlier.
4. The Concessioner shall notify the Bartlett Cove Ranger Station by telephone (907 697-2627) or marine band radio on Channel 16 (radio call number: KWM 20 Bartlett Cove) prior to entering Glacier Bay [36 CFR §13.1154].
5. The Concessioner shall notify the Area's concessions office of any cancellations of scheduled use days as early as possible.
6. **Reallocation of use days.** If there is a need to reallocate use days as a result of adjustments to the cruise ship quota, revocation of use days, cancellation of use days, or for other reasons, the Superintendent will adjust the allocations as follows.
 - a. The allocation for prime season operators will be adjusted in proportion to the prime season initial allocation described in section G.1. (excluding any allocation pursuant to historic rights, provided the requirements of 36 CFR 13.310 have been met). Operators must commit to using any additional use days for the upcoming season before NPS allocates the use days to them.
 - b. If there are use days still available after the reallocation of prime season operator use days (for instance, if prime season operators decline use days), an equal number will be offered to each non-prime season operator (odd numbers will be offered by random drawing). Operators must commit to using any additional use days before NPS allocates the use days.
7. **Loss of Use Day Allocation.** The Concessioner will notify the Superintendent in writing, on or before June 15, if they will not be using any portion of their use day allocation during the following season (e.g. June 15, 2010 for the 2011 season). Use days relinquished by June 15 will be available for their use in subsequent years unless permanently revoked. Vessel use days which are not relinquished by June 15 and are not used for two consecutive years, will be revoked, resulting in a reduction in the number of vessel use days allocated for the remainder of the term of the contract. The Superintendent may restore revoked vessel use days if the failure to use the vessel use days resulted from circumstances beyond the concessioner's control.
8. Failure to use all prime season use days allocated during the first year of the contract term may result in reallocation of the unused use days for the remainder of the contract term at the discretion of the Superintendent.

Attachments

Attachment A – Interpretive Program

Attachment B – Required Boarding Arrangements for Pilot

United States of America

Approved Effective: _____

Signature: _____

Name: _____

Title: Superintendent, Glacier Bay National Park & Preserve

Concessioner

Received By:

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment A Interpretive Program – Addendum

Note: If the Concessioner participates in the NPS Interpretive Program (including cost recovery) the requirements listed below will be provided by the NPS as part of the NPS Interpretive Program. If the Concessioner is NOT participating in the NPS Interpretive Program, the requirements listed below will be the responsibility of the Concessioner and will be included in the Operating Plan.

Interpretive Program Overview

The Interpretive program will be based upon and support the mission of the National Park Service and Glacier Bay National Park and Preserve [see Business Opportunity section].

Staffing

The minimum staff needed for the Interpretive Program is based on the number of passengers¹ on the cruise ship as described in the table below.

Ship Capacity (lower berths)	Supervisor	Interpreters	Visitor Service Assistant
Less than 1,900	1	2	0
1,900 to 2,399	1	2	1
More than 2,400	1	3	1

Supervisor: The supervisor shall have the necessary knowledge, skills and abilities to supervise employees, direct an operation, maintain cooperative working relationships, communicate effectively orally and in writing and demonstrate and teach interpretive methods and techniques. The supervisor also needs a strong working knowledge of the area, and the National Park Service mission.

Interpreters: The interpreters shall have a working knowledge of the cultural and natural history of Glacier Bay and the skills and abilities to research, prepare and present professional quality interpretive programs to diverse audiences including children. The interpreters must be proficient in and utilize a wide range of interpretive techniques and principles as detailed in the Support Materials listed below.

Visitor Services Assistant: The visitor services assistant provides support to the interpreter by providing additional informal interpretation about the park, sharing information on park reference materials, and directing visitors to interpretive presentations on the ship.

Experience

The supervisor and interpreters must have completed at least a 4-year course of study above high school leading to a bachelor's degree with 24 semester hours of job related course work; or 1 year of relevant interpretive experience; or a combination of 1 and 2 above; or knowledge, skills and

¹ Passenger numbers are based on the lower-berth (basis 2) count.

abilities needed to perform the job by virtue of having lived in or near Glacier Bay National Park and Preserve.

Visitor services assistants must have knowledge of the NPS mission and goals, park organization and interpretive themes, the ability to communicate effectively and deal with a high volume of personal contacts and knowledge, skills and abilities to provide informal interpretation.

Training

Interpretive staff must complete a comprehensive training program that provides instruction in the natural and cultural history of Glacier Bay, past and present research and park management issues, and skills and techniques needed to prepare original presentations that are based on the NPS National standards for interpretation as defined in the Interpretive Development Program.² Training must also include a minimum of three days of on-site orientation including site visits along the length of Glacier Bay, and the opportunity to observe an experienced interpreter conducting on-board programs. The supervisor and interpreters shall have a working knowledge of the references listed below in Support Materials. A returning interpreter (who has gone through the training shown above) will incorporate new research findings and updates on park issues into their interpretive programs.

Supervision

In order to evaluate the interpreters' effectiveness, the supervisor will observe each of the interpreters during the first half of each season. Elements that the supervisor will be evaluating will include pace, flow, creativity, knowledge, accuracy, and thematic development presented in a meaningful and engaging manner. Guidance will be provided in a timely manner for both content and presentation skills.

Ship-board Commentary

Interpretive staff will present a professional and comprehensive 40-minute commentary on Glacier Bay. An additional 10 minutes is added if Johns Hopkins is included in the itinerary. Announcements should be approximately two minutes each and generally limited to the most important concepts. Each announcement is limited to one concept, based on one of the park's interpretive themes, and should support the cohesive development of a relevant and thematic idea. Narration should point out significant landmarks and features. Commentary will be limited while the ship is at glaciers during wildlife sightings or in the vicinity of campers and kayakers, in order to minimize impact on visitors and wildlife (see Informal Visitor Contacts, below). Commentary will begin as the ship passes Queen Inlet, northbound, and end when the ship passes Lamplugh Glacier, southbound.

Auditorium Program

Interpretive staff will present a 30-minute Glacier Bay specific auditorium program using interpretive methods and techniques as defined by the NPS national Standards for Interpretation (see footnote 2). All images, video and music used in the auditorium program will be of professional quality.

² See <http://www.nps.gov/idp/interp/standard.htm>

Children’s Program

A comprehensive children’s program that is based on Glacier Bay’s interpretive themes will be developed with appropriate activities for each age group. In addition, interpretive staff will provide a 20-minute children’s program in the youth center or lounge. Children will have the opportunity to participate in the Park’s Cruise Ship Junior Ranger Program.³

Information Desk

Interpretive staff and a visitor service assistant, if applicable, will be available at an information desk, providing passengers with opportunities to ask questions or share experiences, as well as providing orientation, information and informal interpretive services. The information desk will be staffed while the commentary is in progress except during staff meals and while the ship is in front of glaciers. In addition to the interpreter, the information desk is stocked with natural and cultural history reference materials of the area.

Informal Visitor Contacts

While at the glaciers interpreters will mingle with passengers on the outside decks to answer visitor questions and share experiences, as well as provide orientation, information and informal interpretive services.

Glacier Bay Chat

The Interpretive Program will include a scheduled opportunity, prior to or after the on-board commentary (depending on the ship’s schedule), for passengers to meet informally with interpreters for a question & answer session.

Program Evaluation

The cruise ship interpretive program will be evaluated for its effectiveness in meeting NPS mission goals referenced earlier. NPS standards for formal and informal interpretation have been established through the NPS Interpretive Development Program.⁴ All interpretive services will be evaluated against and should meet these professional standards.

Support Materials

At a minimum, interpretive staff will have the following materials available for training and reference (materials will be updated throughout the contract period):

1. www.nps.gov/idp/interp - NPS Interpretive Development Program website
2. www.parktraining.org – Eppley Institute/NPS interpretive training website
3. “Meaningful Interpretation: How to Connect Hearts and Minds to Places, Objects and Other Resources” edited by David Larsen
4. “Handles: A Compendium of Interpretive Techniques to Help Visitors Grasp Resources” by Peggy Ann Scherbaum
5. “Environmental Interpretation, a Practical Guide” by Sam Ham

³ Glacier Bay’s Cruise Ship Junior Ranger Program can be found on the Park’s website at <http://www.nps.gov/glba/forkids/beajuniorranger.htm>

⁴ See <http://www.nps.gov/idp/interp/standard.htm>

6. “Interpreting Our Heritage” by Freeman Tilden.
7. “Interpretation of Cultural and Natural Resources” by Douglas M. Knudson, Ted T. Cable and Larry Beck
8. “The Interpreter’s Guidebook, Techniques for Programs and Presentations” by K. Regnier
9. “Interpreting for Park Visitors” by William Lewis
10. “Glaciers of North America, A Field Guide” by Sue A. Ferguson
11. “Sculpted by Ice: Glaciers and the Alaska Landscape” by Michael Collier
12. “Glacier Bay National Park, Alaska” by Mark Kelley
13. “Travels in Alaska” by John Muir
14. “Tlingit Indians of Alaska” by University of Alaska
15. “The Nature of Southeast Alaska” by R. O’Clair, R. Armstrong and R. Carstensen
16. “Guide to Marine Mammals of Alaska” by Kate Wynne
17. A field guide to the birds of the area
18. “Plants of the Pacific Northwest Coast” by J. Poljar and A. Mackinnon
19. “Discovering Wild Plants: Alaska, Western Canada, the Northwest” by Janice Schofield
20. www.adfg.state.ak.us/pubs/notebook/notehome.php - Alaska Department of Fish & Game wildlife notebook series
21. Glacier Bay: Beneath the Reflections DVD
22. Glacier Bay: Forever Wild DVD
23. NPS Strategic Plan
24. Glacier Bay NP Strategic Plan
25. Glacier Bay NP Vessel Quotas and Operating Requirement EIS and Record of Decision (Nov. 2003).
26. Glacier Bay NP General Management Plan
27. Glacier Bay NP Interpretive Plan (expected to be available in 2012)

Attachment B

REQUIRED BOARDING ARRANGEMENTS FOR PILOT

In accordance with I.M.O. requirements and I.M.P.A. recommendations

RIGGING FOR FREEBOARDS OF 9 METRES OR LESS

- HANDHOLD STANCHIONS**
Min. diam. 32mm
120cm above bulwark, min. 70cm max. 80cm apart
- MAN-ROPES**
without knots min. diam. 28mm
IF REQUIRED BY PILOT
- SPREADER**
Min. 180cm long
- Always flat side of ship
- SIDES ROPES**
Min. diam. 18mm
- STEPS**
Must rest against ship's side
- Max. 8 steps between spreaders
- 5th step must be a spreader
- Height required by pilot

SHIPS WITH HIGH FREEBOARD (MORE THAN 9M)
When no side door available

PILOT LADDER
Must extend at least 2 metres above lower platform

ACCOMMODATION LADDER
Should rest firmly against ship's side
Should lead aft
Maximum 55° slope
Lower platform horizontal
Rigid handrails preferred

Officer in contact with bridge

Ladders to rest firmly against ship's side

A PILOT LADDER COMBINED WITH AN ACCOMMODATION LADDER is usually the safer method of embarking or disembarking a pilot on ships with a freeboard of more than 9 metres

3 to 7 metres depending on size of pilot launch and height of swell

0.5m
2m
2m

Recommended 9 metre mark

Stern ← Bow

MECHANICAL PILOT HOIST

Davit

Two man-ropes ready for immediate use. Min. diam. 28mm

Rigid part
Guard ring
Flexible part

A pilot hoist made and rigged in accordance with SOLAS Chapter V, together with a pilot ladder rigged alongside for immediate transfer, may be used subject to agreement between the Master and the Pilot. It should be noted that the distance between the nearest side ropes of the pilot hoist and pilot ladder will be at least 1.4 metres.

NO!
No shackles
No knots
No splices

NO!
The steps must be equally spaced

NO!
The steps must be horizontal

NO!
Spreaders must not be lashed between steps

NO!
The side ropes must be equally spaced

NO!
The loops are a tripping hazard for the pilot and can become foul of the pilot launch

NO!
Very dangerous ladder too long

Two handhold stanchions rigidly secured to ship's structure

Responsible officer

NO OBSTRUCTIONS

Lifebuoy with self-igniting light

Bulwark ladder secured to ship

AT NIGHT
Pilot ladder and ship's deck lit by forward shining outside light

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 shall meet the insurance coverage requirements of 46 CFR Part 540 Subpart B notwithstanding provisions related to the place of embarkation or the number of berth or stateroom accommodations, as follows:

Twenty thousand dollars for each passenger up to and including 500; plus
Fifteen thousand dollars for each additional passenger between 501 and 1,000; plus
Ten thousand dollars for each additional passenger between 1,001 and 1,500; plus
Five thousand dollars for each passenger in excess of 1,500;
Except that, if the applicant is operating more than one vessel the amount shall be based upon the number of passengers on the vessel being so operated which has the largest number of passengers.

III. Certificates of Insurance.

The Concessioner will provide the Director with a current copy of a Certificate of Insurance, Federal Maritime Commission Certificate (Casualty), P&I Club Certificate of Entry, or other documentation of coverage to the satisfaction of the Director.

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.