National Park Service
U.S. Department of the Interior

Solicitation#: GLBA001

PROSPECTUS

A Concession Business Opportunity for Lodging, Food Service, Tour Boat & Other Specified Services within Glacier Bay National Park & Preserve

NATIONAL PARK SERVICE

EXPERIENCE YOUR AMERICA™

PROSPECTUS

UNDER WHICH A CONCESSION CONTRACT WILL BE OPEN FOR COMPETITION FOR THE OPERATION OF

LODGING, FOOD & BEVERAGE, TOUR & OTHER SPECIFIED SERVICES WITHIN

GLACIER BAY NATIONAL PARK & PRESERVE

PROSPECTUS ISSUED:
AUGUST 29, 2003

OFFERS AND ANY MODIFICATIONS OF THEM MUST BE RECEIVED
BY THE NATIONAL PARK SERVICE

NOT LATER THAN DECEMBER 1, 2003 AT 4:00 PM

AT
NATIONAL PARK SERVICE
ATTN: CONCESSIONS DIVISION
240 WEST 5TH AVE, ROOM 114
ANCHORAGE, AK 99501-2327

ADDRESS ALL INQUIRIES IN WRITING TO:

DAVE NEMETH, CHIEF OF CONCESSIONS
GLACIER BAY NATIONAL PARK & PRESERVE
P.O. BOX 140
GUSTAVUS, ALASKA 99826
TELEPHONE: 907-697-2624
E-MAIL: DAVID_NEMETH@NPS.GOV

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
ALASKA REGION

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GLACIER BAY NATIONAL PARK & PRESERVE
CONCESSION CONTRACT GLBA001-04

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Business Opportunity
For Concession Operations
at Glacier Bay National Park & Preserve

Gustavus, Alaska

Department of the Interior

National Park Service

SUMMARY OF BUSINESS OPPORTUNITY

The purpose of this summary is to provide a synopsis of key elements from the Draft Contract for the concession operation at Glacier Bay National Park & Preserve. In the event of any inconsistency between the terms of the attached Draft Contract and this summary, the Draft Contract will prevail.

Nature of Business and Services Provided

The business opportunity will address the seasonal commercial visitor services and will describe essential improvements required within the Draft Contract. The following sections provide information about the concession visitor services to be provided in this Draft Contract.

Required Services

Lodging Services: Operation of Glacier Bay Lodge
Day Tour Boat Services: Daily tour of Glacier Bay National Park & Preserve
Food and Beverage Services: Operation of the Glacier Bay Lodge restaurant
Retail Services: Lodge gift and sundry shop and Day Tour Boat sundry sales
Ground Transportation: Scheduled service between Gustavus and Bartlett Cove
Marine Fuel Service: Sale of marine gasoline and diesel fuel, camper stove fuel and common marine oils and lubricants
Camper Drop-Off: Daily drop-off and pick-up of campers and kayaks
Baggage Storage: Storage of visitor baggage
Other Services: Public Telephones, Showers & Laundry

Authorized Services

Food and Beverage Services: Room service
Retail Services: Day tour boat gift & souvenir sales
Ground Transportation: "On-Demand" service between Gustavus and Bartlett Cove
Vehicle Fuel Service: Vehicle fuel sales
Vending machines
Other Services: Recreational equipment rental (excluding kayaks), minor vessel repair and towing services, and booking services for area activities

Annual Gross Receipts by Year (as reported, for all services)

1999	2000	2001
$3,274,613	$3,157,625	$2,813,192

Proposed Minimum Franchise Fee: **3.0 percent**

Maintenance Reserve: **1.0 percent**

Term of Draft Contract: **Ten years**

Required Investment, as estimated by the National Park Service

Concession Facilities Improvement Program	$1,665,000
Other Property	$400,000
Inventory	$75,000
Possessory Interest	$0
TOTAL	**$2,140,000**

Preferred Offerors: See "Proposal Instructions – Preferred Offeror Determinations" for a description of the preferences applicable to this solicitation.

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INTRODUCTION

The National Park Service ("NPS") intends to award a concession contract for seasonal lodging, food service, a vessel-based day tour and other associated services based out of the Glacier Bay Lodge facilities at Bartlett Cove in Glacier Bay National Park & Preserve ("Glacier Bay NP&P").

This document describes the existing business and the services to be authorized. Potential Offerors are responsible for reviewing all sections of this prospectus and, specifically, the terms and conditions of the attached Draft Contract ("CC-GLBA001-04"), including its exhibits, to determine the full scope of a Concessioner's responsibilities under the new Draft Contract. This solicitation is being conducted in accordance with the National Park Service Concessions Management Improvement Act of 1998 ("PL 105-391").

This prospectus is issued under the authority of 36 CFR Part 51. In the event of any inconsistency between the terms of this prospectus and 36 CFR Part 51, 36 CFR Part 51 will control. Additionally, in the event of any inconsistency between the terms of the attached Draft Contract and this Business Opportunity section, the attached Draft Contract will control.

The 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, the Congress has declared that the National Park System should be,

> …preserved and managed for the benefit and inspiration of all the people of the United States.

The National Park Service has as its overall mission the preservation and public enjoyment of significant aspects of the nation's natural and cultural heritage.

To learn more about the National Park Service, visit our website at www.nps.gov. This site includes information about who we are, our mission, NPS policies, and individual Park information.

Glacier Bay National Park & Preserve Mission

Glacier Bay NP&P was originally established as a national monument by President Calvin Coolidge in 1925. The enabling legislation cited the features and values of the area: tidewater glaciers in a magnificent setting, developing forests, scientific opportunities, historic interest and accessibility. The national monument was doubled in size in 1939. In 1980 the area was expanded once again and renamed Glacier Bay National Park & Preserve.

The purpose of Glacier Bay National Park & Preserve, both then and now, is to preserve accessible tidewater glaciers, scenic grandeur, historic value, and unique opportunities for the study of glaciers and associated plant and animal community succession processes. Glacier Bay NP&P maintains its purpose through the following mission statement:

- To achieve, maintain and communicate the area's status as a superlative Park, Biosphere Reserve and World Heritage Site;
- To manage use to provide a unique, inspirational visitor experience while protecting the area's marine, glacial and terrestrial ecosystems; and,
- To recognize and perpetuate Park values, including those associated with the Tlingit homeland, wilderness, and solitude.

The NPS identifies the following interpretive themes for the area:

Glacier Bay's story is one of dynamic change in the wake of dramatic glacial movements: Glacier Bay is a journey back to the world as it once was, in an ice age. Dramatic glacial retreat exposes an elemental, primordial, yet resilient land that hosts a succession of marine and terrestrial life. Glacier Bay is an opportunity to see how the physical world shapes the biological. The story of Glacier Bay is one of dynamic change in the wake of dramatic glacial movements in one of the few remaining intact ecosystems left on the globe.

Glacier Bay inspires people of many cultures to explore their connections to this dynamic landscape: Glacier Bay has continued to be a powerful place that inspires cultural expression in the scientist, the artist, the resident, the traveler, and those who make their livelihood from the sea. Glacier Bay continues to offer inspiration as we each endeavor to explore our connections to this dynamic landscape that is both old and young.

One researcher's efforts at preserving a living laboratory gave the world a park to study and enjoy through the ages: Science was at the heart of the enabling legislation, and today science continues to play an integral role in management decisions. What scientists learn from observing processes at Glacier Bay may one day foretell of changes to the region, the state, the continent, and the world.

Glacier Bay is a place of hope--for it preserves a sample of wild America: Glacier Bay is a globally significant marine and terrestrial wilderness sanctuary -a place that offers human solitude and a remote wildness that is rapidly disappearing in today's world. Glacier Bay is a place of hope--for the continued wisdom, restraint, and humility to preserve samples of wild America, the world as it was. Glacier Bay is part of one of the largest internationally protected Biosphere Reserves in the world, and it is recognized by the United Nations as a World Heritage Site.

Glacier Bay NP&P expects its concessioners to join with the NPS to ensure the preservation, conservation and protection of the Park resources and the environment. Additional information on Glacier Bay NP&P can be found at www.nps.gov/glba.

MARKET AREA OVERVIEW

Glacier Bay NP&P is one of the nation's largest National Parks and a key destination in the state of Alaska. In fact, as will be discussed in this section, approximately four of every 10 visitors to the state visit Glacier Bay. The state encompasses over 365 million acres, the vast majority of which is undeveloped. Alaska's national parklands stretch from Southeast Alaska to the Arctic, comprising 54 million acres, or 13 percent of the state's land area.

Glacier Bay, located in the northern corner of the Alaskan Panhandle, offers many opportunities for outdoor recreation in a predominately rugged outdoor environment. These opportunities, coupled with the area's proximity to Juneau, a major regional hub for Alaskan tourism activity, account for much of the area's popularity as a tourism destination. The following section will provide an overview of:

- Tourism in the State of Alaska;
- The local and regional market for various relevant tourist support businesses; and,
- Glacier Bay NP&P.

While Glacier Bay NP&P is one of the most popular attractions in Southeast Alaska (and is more completely described in the subsequent section), several characteristics of the region as a whole are also important to understand. These characteristics include the following:

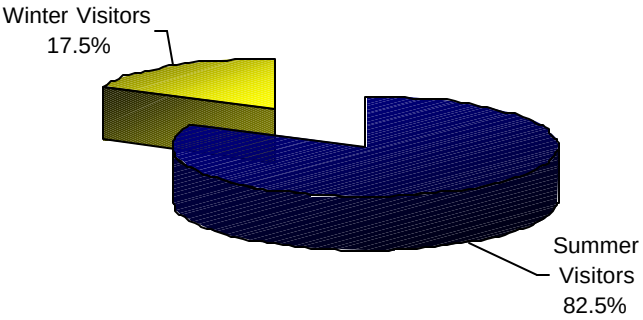
- Visitation to the area is highly seasonal.
- Visitation to the area has grown during the last decade.
- The cruise ship industry and its customers play a role of growing importance on area visitation.
- The geographic position of the state and the Panhandle make it a predominately fly-to-destination for non-cruise passengers, which results in a high percentage of regional and international visitors.

Alaska: Introduction

Alaska is best characterized by its large size, rugged terrain and wide-open spaces. While tourism continues to grow, visitation is still small when compared to that of other major destination locations. For example, the state of Hawaii reported approximately 6.9 million visitors to it's 6,422 acres during 2000, a year in which Alaska reported approximately 1.4 million visitors to its more than 365 million acres. However, even though tourism to Alaska is lower than other remote destinations, it does benefit from several one-of-a-kind attractions and a consistent level of growth (something many other destinations lack). The following sections provide an overview of Alaskan tourism.

Alaskan Tourism: Seasonality and Trends

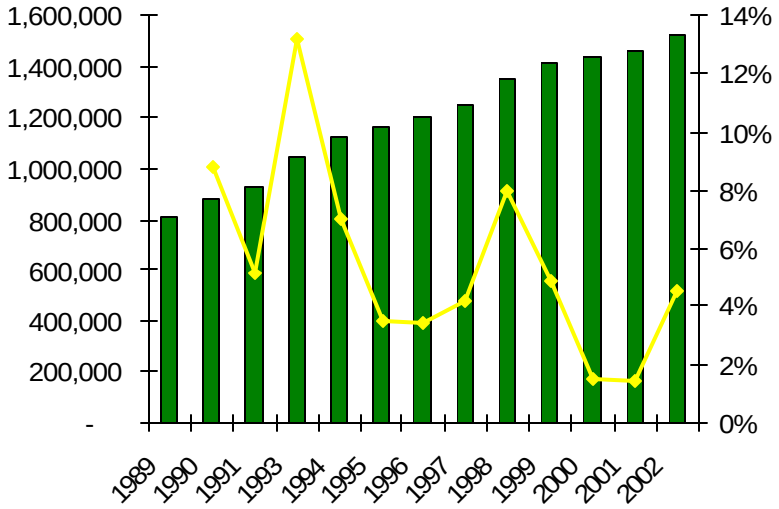
Alaska tourism is divided into two seasons. The "Fall/Winter" season includes October through April while the "Summer" season includes May through September. During the Fall/Winter season of 2000/2001, there were approximately 254,500 visitors to Alaska. This represents a 10 to 15 percent increase over the Fall/Winter season of 1998/1999 (the last year in which arrival count was conducted).[1]



In the Summer of 2001 season, there were approximately 1.2 million visitors, which represents a similar level to previous years. During the 2001 Summer season, 81 percent of visitors reported visiting southeast Alaska while approximately 30 percent of visitors reported visiting the southeast only, illustrating the critical hub point that the area represents for visitation to the state. The following exhibit depicts Alaska visitation since 1989. All arrival counts represent visitors only (i.e. they do not include resident arrivals).

Exhibit 1- Historical Visitor Statistics: State of Alaska

Year	Visitors	Annual Change
1989	808,600	-
1990	880,000	8.8%
1991	925,300	5.1%
1992	900,000	-2.7%
1993	1,047,000	16.3%
1994	1,121,000	7.1%
1995	1,160,000	3.5%
1996	1,200,000	3.4%
1997	1,250,000	4.2%
1998	1,350,000	8.0%
1999	1,415,000	4.8%
2000	1,436,300	1.5%
2001	1,457,300	1.5%
2002	1,523,000	4.5%
Average Change		**5.0%**

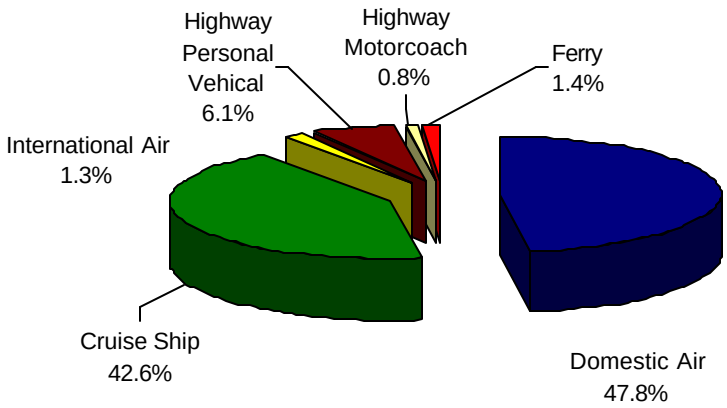


Source: NPS Public Use Statistics and the State of Alaska Department of Community and Economic Development

[1] It is important to note that more visitor arrival locations were considered in the Fall/Winter 2000-2001 study. The statement that visitors have increased by 10-15 percent over the last two years includes an adjustment for changes in sampling.

Overall, visitation to Alaska has grown consistently for 10 years averaging mid- to low-single digit increases. The cruise ship industry has contributed significantly to growth, which is evidenced through tracking the mode of travel of area visitors. Alaska's visitors arrive by domestic air, international air, cruise ship, Alaska Marine Highway System, personal vehicle and motor coach. However, domestic air and cruise ships remain the dominant sources of visitors contributing 48 and 42 percent, respectively. The following table highlights the mode of arrival for Alaskan visitors during the Summer 2001 season.

Exhibit 2 - Mode of Transportation: Alaskan Visitors



Source: State of Alaska Department of Community and Economic Development (2001)

Comparing this to similar data from 1989 the following key points are noted. First, while visitors arriving via air have doubled between 1989 and 2001, those arriving via cruise ship have grown approximately 250 percent. These relate to average annual increases of approximately 6 percent and 11 percent, respectively. Overall, the state of Alaska has seen its largest increase in tourism from the cruise ship industry over the last decade.

Fast Facts

- Largest proportion of visitors arrives via air representing 48 percent of summer visitation.
- 1n 2001, cruise ships represented the second largest source of visitors, contributing 42 percent.
- Typical summer visitor is:
  - Older than 61
  - First Alaska trip
  - Package traveler

Alaskan Tourism: Visitor Profile

In addition to tracking mode of transportation, the Alaska Department of Community and Economic Development also researches a profile of the visitors to the state. During the Fall/Winter season of 2000/2001, visitors were characterized as being age 31-40, from the western United States, and arriving and departing by domestic air. Furthermore, visitors were characterized as being employed full-time with household incomes ranging from $75,000 to $99,000. Typical visitor stays during this season were seven days or less. Fall/Winter visitors were characterized as having visited Alaska previously. Business was cited as the most common trip purpose this season. Thus, illustrating that winter visitation is highly influenced by business travel.

In contrast, during the Summer 2001, visitors were typically age 61 or over, traveling in pairs and on their first trip to Alaska. "Vacation and pleasure" was cited as the most common trip purpose this season. Summer visitors were typically package travelers arriving by domestic air or, to a slightly less extent, cruise ships. Like Fall/Winter visitors, Summer visitors were likely to be from the United States, with a particular emphasis on the western states (somewhat following population trends), and to stay in Alaska for seven days or less.

Alaskan Tourism: Conclusion

Several recent events have impacted visitation to Alaska. The recent economic slowdown has reportedly impacted Alaskan visitation given distance and related expense of an Alaskan vacation. Furthermore, the strength of the U.S. dollar has not only encouraged Americans to travel abroad but it has hindered visitation from international visitors. In fact, visitor arrivals by international air have declined since 1989. Nevertheless, the attractiveness of Alaska's unique ecosystem and the inherent sights, activities and adventures indicate that visitor counts should continue to grow, even if at slower more stabilized rates.

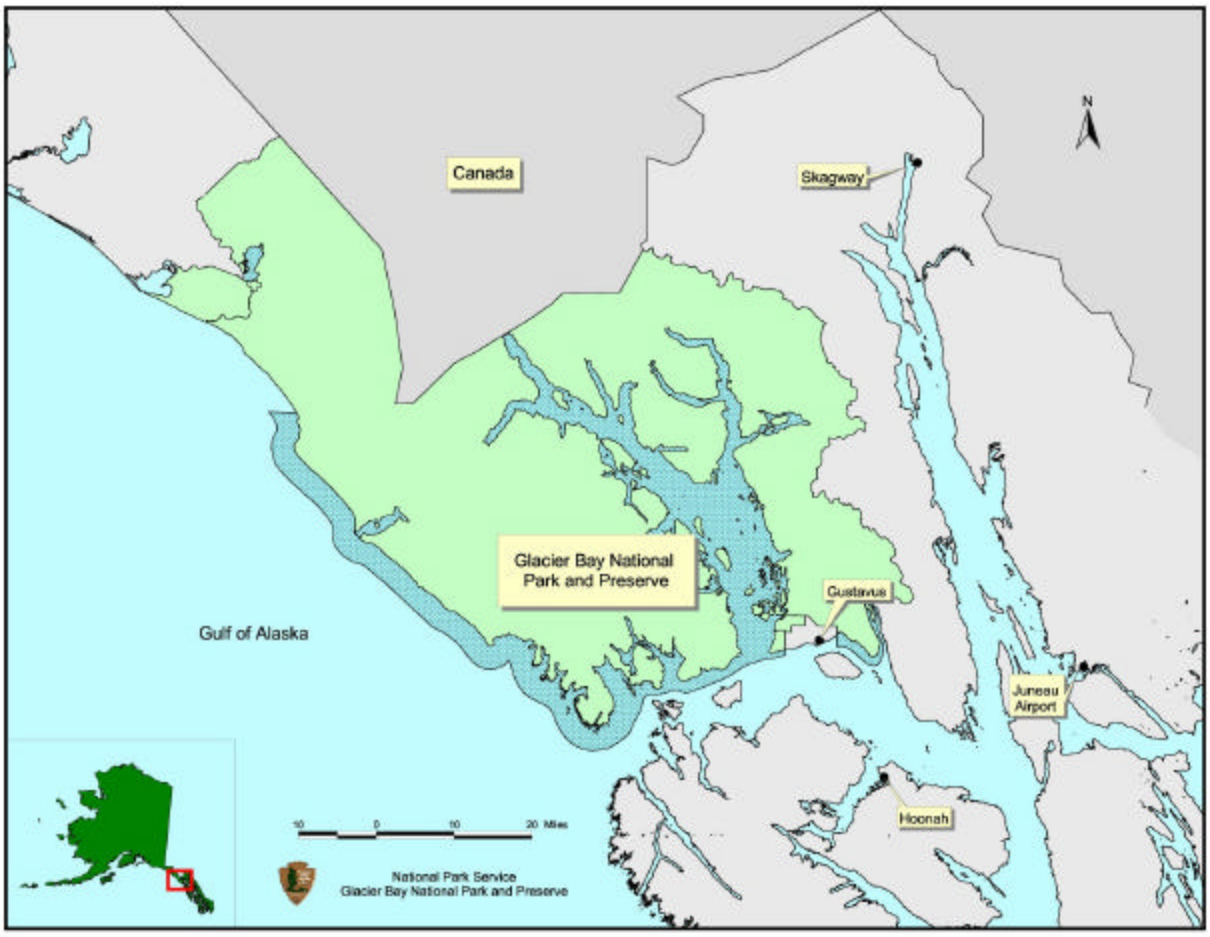
Local Market Area (Gustavus, AK)

Gustavus, AK (pop. ~ 350) is located near the southeastern corner of Glacier Bay NP&P. Consequently, the Park and tourism related activities generate a significant portion of the town's employment. Located 50 miles west of Juneau, Gustavus is accessible solely by air or water, making Juneau the regional hub for visitors entering the area, primarily via cruise ship and plane.

Bartlett Cove, 10 miles north by road from Gustavus, is home to the Park's headquarters, visitor information station, visitor center, as well as Glacier Bay Lodge. From these areas, visitors can embark on kayaking, hiking, fishing, camping, boating and "flight-seeing" expeditions.

The following map illustrates Glacier Bay NP&P and the surrounding area.

Exhibit 3 - Area Map



The map illustrates Glacier Bay relative to Gustavus, Juneau and other towns in Southeast Alaska. Alaska Airlines offers jet service to Gustavus during the summer months. Charter planes, or air taxis as they are commonly referred, primarily departing from Juneau as well as Ketchikan, Sitka, Haines, Skagway and Hoonah, also offer air transit to Gustavus. Juneau, Haines and Skagway provide the bulk of air transit to Gustavus. A private ferry has also offered passenger-only service between Juneau and Gustavus during the summer. Charter and private boats are another means of accessing Gustavus and the Park.

Local Visitor Services

Accommodations Supply - Gustavus

The local community of Gustavus has approximately 90 rooms or cabins available for overnight accommodations (not including the Glacier Bay Lodge). These properties are listed below.

Exhibit 4 - Gustavus Lodging Market Supply

Lodging Unit	Number of Rooms (unless noted)
Aimee's Guest House	2
Alaskan Angler's Inn	4
Alaskan Discovery Inn at Glacier Bay	5
Annie Mae Lodge	11
A Bear's Nest B & B	2 cabins
Blue Heron B & B at Glacier Bay	4
Glacier Bay Country Inn	10
Glacier Bay's Bear Track Inn	14
Glacier Bay's Great Chinook Lodge	4
Good River B & B	4 rooms + 1 cabin
TRI B & B of Glacier Bay	4
Whalesong Lodge	5
Gustavus Inn at Glacier Bay	13
Spruce Tip Lodge	4

Source: Local Information

Glacier Bay NP&P is not planning to authorize additional lodging within the Park at this time.

There are three other small concession operated lodges located within the Preserve[2]. These include Johnny's East River Lodge, Northern Lights Haven and Alsek River Lodge all of which are located 60 miles southeast of Yakutat, Alaska at Dry Bay. Johnny's East River Lodge is a small wilderness facility focusing on sport fishing and wildlife viewing activities and services. Northern Lights Haven is a small rustic lodge primarily focusing on sport fishing activities and services. Finally, Alsek River Lodge is a small rustic lodge primarily focusing on guided hunting, photography & sport fishing activities and services. Given their location, approximately 100 miles northwest of Gustavus and their focus primarily on hunting, fishing and related services, the facilities are not seen as competitive with the Glacier Bay Lodge.

Accommodations Supply - Juneau

With slightly less than 1,000 hotel rooms and an additional estimated 100 rooms in B&Bs and Inns, Juneau is a primary point of origin for many Alaskan vacations. The following table illustrates major properties within the Juneau area.

[2] As a point of reference Glacier Bay National Park and Preserve includes two distinct areas. Park lands encompass approximately 3.225 million acres while the Preserve lands encompass roughly 58,400 acres. Geographically, the Preserve lands are predominately located in the northern portion of the overall Glacier Bay Park and Preserve.

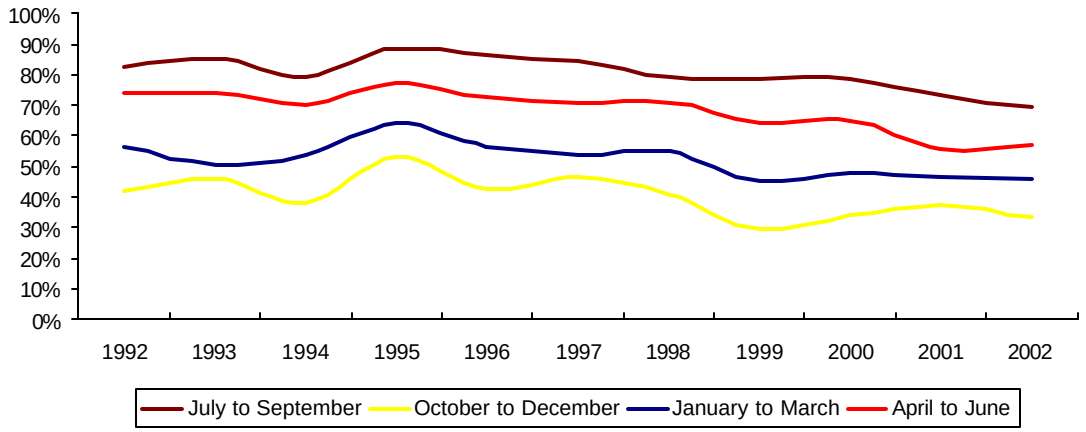
Exhibit 5 - Juneau Lodging Market Supply

Property	Rooms
Gold Belt Hotel Juneau	106
Frontier Suites Airport	40
Mount Juneau Inn	18
Bergman Hotel	46
The Baranof Westmark	196
The Inn at Waterfront	20
Alaskan Hotel	42
Breakwater Inn	50
Driftwood Lodge	63
Prospector Hotel	58
Best Western Grandmas Feather Bed	14
Super 8 Juneau	75
Pearsons Pond Luxury Inn	16
Best Western Country Lane Inn	55
Travelodge Juneau Airport	86
Aspen Hotel	96

Source: Juneau Convention and Visitors Bureau

The following table highlights occupancy for the Juneau area hotels as reported by the Juneau Area Convention and Visitors Bureau.

Exhibit 6 - Historical Lodging Occupancy for Juneau, Alaska



Period	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002
July to September	83%	85%	79%	89%	87%	85%	79%	78%	78%	73%	70%
October to December	42%	46%	38%	53%	43%	47%	41%	29%	34%	38%	33%
January to March	56%	51%	54%	64%	56%	54%	55%	45%	48%	47%	46%
April to June	74%	74%	71%	77%	73%	71%	71%	64%	65%	56%	57%
Annual Average	64%	64%	61%	71%	65%	64%	61%	54%	56%	53%	52%

Source: Juneau Convention and Visitors Bureau

The first graphic illustrates the seasonality of the Juneau lodging market, with the highest level of occupancy from July to September and the lowest occupancy from October to December. Overall, supply increases, rather than a decline in demand, appear to be the cause of the decline in occupancy experienced since 1997.

Vessel Supply

All passenger carrying vessels, which range from small charter vessels to large cruise ships carrying several thousand passengers, are subject to specific use and operational limits, under federal regulations (see appendix). An environmental impact statement addressing vessel quotas and operating restrictions in Glacier Bay is currently in development (scheduled completion December 31, 2003). The information provided here is subject to change based on the outcome of this planning effort. Potential applicants are encouraged to review the draft EIS released in March 2003.

The following table describes the current daily and seasonal limitations by type of vessel.

Exhibit 7 - Current Vessel Quotas

Type of vessel	Daily Quota (maximum number of vessels allowed in Glacier Bay on a calendar day)	Period Covered by Daily Quota	June - August Cumulative Entry Quota	June – August Cumulative Vessel Use-Day Quota
Cruise ship	2	Year round	139	139
Tour vessel	3	Year round	276	276
Charter vessel	6	June 1-Aug. 31	312	552
Private vessel	25	June 1-Aug. 31	468	1,971

Note: Cruise ships and tour vessels are limited to a maximum of two trips per day and three per day respectively, year-round.

Source: Glacier Bay National Park & Preserve

Under the existing Contract, the concessioner operates both charter vessels and tour vessels, including both day tour and overnight trips, as do several other providers. As will be discussed later in this document, as it relates to vessel services, the new Draft Contract will only include the day tour boat service and a camper/kayak drop-off service (which may be combined).

Restaurant Supply

The current market for food and beverage within the Gustavus area is serviced by the existing Concessioner's full-service dining room and a limited number of cafés in Gustavus. Some local inns also offer meal service to non-guests on a space available basis.

Retail Supply

The supply of retail and merchandise operations is limited to the Park's concession operation and area merchants and lodges.

Ground Transport Supply

Ground transportation includes the service authorized by this Draft Contract, as well as one taxi service presently available in Gustavus. Rental cars are also available from a single local provider. Local inns typically provide transportation for their guests to and from the Park.

Fuel Supply

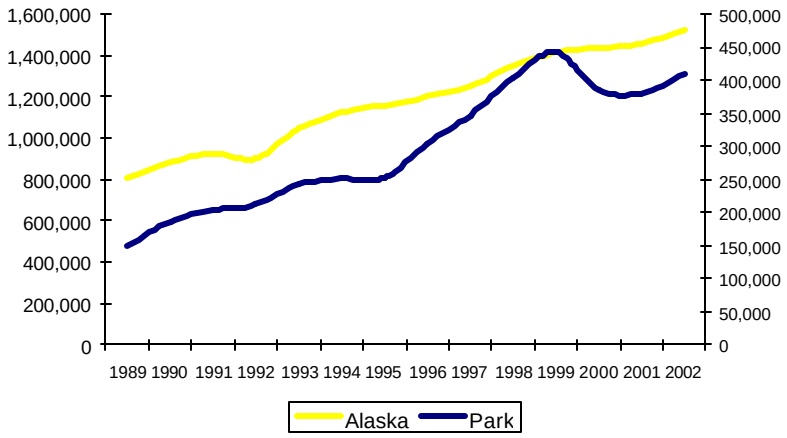
One gas station operates 24-hours (by virtue of pay-at-the-pump equipment) in Gustavus. Marine fuel services are not available in Gustavus, but are available in the neighboring communities of Hoonah and Elfin Cove.

Glacier Bay National Park & Preserve

As part of a 24 million acre World Heritage Site, the Glacier Bay NP&P is part of the largest internationally protected area in the world. The area is characterized by snow-capped mountain ranges rising to over 15,000 feet, coastal beaches, fjords, 10 tidewater glaciers, estuarine waters, fresh water lakes, and a diverse array of flora and fauna which attract a wide range of visitors to the Park. The following exhibit depicts a comparison of total Alaskan visitation to Glacier Bay Park & Preserve visitation.

Exhibit 8 - Alaskan Versus Park Recreation Visits

	Alaska Visitation	Recreation Visits to Park
1989	808,600	150,270
1990	880,000	186,427
1991	925,300	203,653
1992	900,000	211,424
1993	1,047,000	242,276
1994	1,121,000	250,614
1995	1,160,000	252,265
1996	1,200,000	304,374
1997	1,250,000	347,046
1998	1,350,000	403,512
1999	1,415,000	442,607
2000	1,436,300	384,684
2001	1,457,300	380,114
2002	1,523,000	409,354

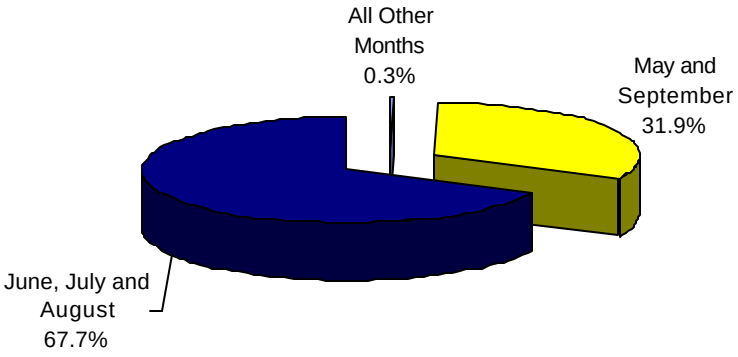


Source: NPS Public Use Statistics and State of Alaska Department of Community and Economic Development

Comparing the total Park visitation to overall visitation to Alaska a correlation is easily found. On average, 25 percent of people who visit Alaska also visit Glacier Bay NP&P, making it one of the most popular destinations in the state.

The Park is open to the public year-round; however, the primary visitor season extends from mid-May through early-September. Much of the visitation occurs between Memorial Day and Labor Day with the peak season typically occurring between the second week of June and the last week of August. This visitation pattern generally follows that of visitation to the state of Alaska as a whole. The following exhibit graphically illustrates the seasonality of visitation to Glacier Bay NP&P.

Exhibit 9 - Glacier Bay NP & P Recreation Visits



Source: NPS Public Use Statistics

EXISTING CONCESSION OPERATION

Glacier Bay Lodge Visitor Services

The existing concessioner, Glacier Bay Park Concessions, Inc., a subsidiary of Goldbelt, Inc. (an Alaska Native Corporation), 9700, Glacier Highway, Suite 200, Juneau, AK 99801, operates the following primary services to Glacier Bay visitors:

- lodging
- day tour boat
- overnight tour boats
- charter vessel services
- food and beverage service
- retail sales
- ground transportation
- fuel services

The following exhibit provides a graphic depiction of the location of these visitor services.

Exhibit 10 - Bartlett Cove Developed Area Map

Lodging Services

The 56-room Glacier Bay Lodge is the largest lodging operation in the surrounding area, comprising approximately one-third of all guestrooms in Gustavus. In addition, the lodge acts as a staging area for the visitor services throughout the Park.

Glacier Bay Lodge benefits from its status as the only accommodations located *within* Glacier Bay National Park. Glacier Bay Lodge is accessible by a recently paved 10-mile road from Gustavus and operates annually from May to September.

A variety of room configurations are available including single, twin, double and family, each with a shower/bath. Historically, two small "bunk room" accommodations have been offered as a low-cost alternative for campers. Main accommodations are located separate from, but proximate to, the main lodge in various separate buildings connected via wooden decking and stairs.

Historically, July has been the peak period for Glacier Bay Lodge, with occupancies ranging from 80 to 98 percent. Average seasonal occupancies at the lodge have ranged from approximately 65 to 80 percent. Over the past five years, the average number of guests per occupied room has been two.

Day Tour Boat

Fast Facts

- 56-room lodge provides overnight accommodations.
- Daily boat tour
- Restaurant with outdoor deck
- Gift shop
- Ground transportation
- Marine & vehicle fuel services
- Bike rentals

The boat tour operation, recently provided on the MV Spirit of Adventure, offers Park visitors the opportunity to travel deep within Glacier Bay National Park and get a one-of-a-kind experience. The leased 250-passenger vessel makes one, eight-hour trip 55 miles into the Park to allow for viewing of tidewater glaciers and wildlife. A Glacier Bay Park Ranger provides interpretive services throughout the trip.

Overnight Tour Boats

The present concession also offers multi-day excursions into the Park and surrounding areas, with trips generally originating outside the Park.

Charter Vessel Services

A variety of charter vessel services have been offered in the past by the current concessioner.

Food & Beverage

The Glacier Bay Lodge operates a full-service restaurant with a 78-seat dining room and 76-seat outdoor dining deck. The operation provides three meals per day, serving both inside and outside, weather permitting. In addition to the restaurant within Glacier Bay Lodge, a simplified food and beverage operation is available on the day tour boat offering snacks and beverages.

Retail

Retail operations at the Glacier Bay Lodge include the lodge gift shop, as well as the gifts and sundries sold aboard the Spirit of Adventure tour boat.

Bus Transportation

Bus transportation and taxi services between Gustavus airport and the Glacier Bay Lodge are provided for a fee. Demand for the bus transportation service closely mirrors the demand levels of the lodge.

Fuel Service

Fuel service is available to both marine vessels and motor vehicles visiting the Park. Utilization of both services is limited, particularly the land-based service.

Camper Drop-Off

The existing concessioner presently provides camper drop-off services either as a separate operation or in conjunction with the day tour. Campers, kayaks and related gear are transported to specific drop-off points within Glacier Bay and transported back at a later time.

Other Services

Several other visitor services are offered by the existing concessioner including bike rentals, fishing gear rentals, temporary storage, public showers and laundry facilities. Marine services include vessel towing and minor repairs.

Employee Housing and Feeding

The existing concessioner has provided in-Park employee housing. Employees are currently housed up to four to a room in three 8-room dormitories.

In addition to housing, the concessioner also provides three meals a day for concession employees in a recreation hall environment, which also includes administrative offices for the concessioner.

FUTURE OPERATIONS

The new concession Draft Contract includes several of the existing services and facilities, while eliminating others. The following tables will profile the required and authorized services. As stated in the introduction, in case of any inconsistency between this chart and the attached concession Draft Contract, the attached concession Draft Contract shall prevail.

Essential operating and maintenance requirements for each of these required services are provided in the operating and maintenance plans which are part of the Draft Contract.

Exhibit 11- Required Services

EXISTING CONTRACT	NEW DRAFT CONTRACT
Overnight Accommodations	
Operation of the Glacier Bay Lodge	Operation of the Glacier Bay Lodge
Vessel Operations	
Day tour boat	Daily tour boat
Daily camper drop-off and pick-up services at designated locations*	Daily camper drop-off and pick-up services at designated locations
Charter vessel services	Discontinued from this draft contract.
Overnight tour vessels	Discontinued from this draft contract.
Food & Beverage	
Operation of the Glacier Bay Lodge restaurant and on day tour and camper drop-off vessel(s)	Operation of the Glacier Bay Lodge restaurant and on day tour and camper drop-off vessel(s)
Retail	
Lodge gift and sundry shop	Lodge gift and sundry shop
Day tour boat sundry sales	Day tour boat sundry sales
Ground Transportation	
Bus and taxi service: scheduled and on demand service.	Bus and taxi service: scheduled service.
Fuel Service	
Sale of land and marine gasoline and diesel fuel, camper stove fuel, and common marine oils and lubricants	Sale of marine gasoline and diesel fuel, camper stove fuel, and common marine oils and lubricants
Other Services	
Storage of visitor baggage*	Storage of visitor baggage
Laundry and public telephone and shower facilities*	Laundry and public telephone and shower facilities

**Although these services are not explicitly identified, they are currently being provided under the terms of the existing contract. Some services may have been identified differently in the existing contract, but no substantive changes in services are contemplated unless specified.*

Exhibit 12 - Authorized Services

EXISTING CONTRACT	NEW DRAFT CONTRACT
Food And Beverage Services	
Room service*	Room service
Retail Services	
Day tour boat gift & souvenir sales	Day tour boat gift & souvenir sales
Ground Transportation	
Provided as a required service	Bus and taxi service: on-demand service.
Fuel Services	
Provided as a required service	Vehicle fuel sales
Other Services	
Bicycle and fishing gear rental*	Recreational equipment rental (excluding kayaks)
Minor vessel repair and towing services	Minor vessel repair and towing services
Booking services for area activities*	Booking services for area activities
Vending*	Vending

**Although these services are not explicitly identified, they are currently being provided under the terms of the existing contract. Some services may have been identified differently in the existing contract, but no substantive changes in services are contemplated unless specified.*

Important Information Regarding Future Services

Additional requirements for specific services are detailed below.

Overnight Accommodations

The concessioner is required to manage the 56-room lodging operation including, but not limited to, reservations, housekeeping, guest services and maintenance. Offerors will be asked to provide their plan for configuring and marketing overnight accommodations as part of their offer.

Vessel Operations

The new concessioner will be required to secure the use of a vessel that, in addition to meeting all Applicable Laws and regulations, also meets the following.

Capacity. The minimum vessel capacity is 149 passengers. The NPS would prefer a vessel having interior climate controlled seating for at least 180 passengers. The NPS has found that booth seating without armrests between seats offers the optimal passenger comfort and functionality. The vessel size should be consistent with the Offerors estimates of utilization. Exterior space should accommodate comfortable viewing for all passengers, including some outside seating and protection from the elements.

Speed. No minimum speed is specified for the vessel, but proposals will need to show that the proposed vessel will be able to meet the itinerary requirements specified in the draft operating plan under adverse tidal current periods when vessel speed is limited to ten knots from Bartlett Cove to the north tip of Strawberry Island. The operational history suggests a cruising speed of at least 28 knots [fully loaded in 4 ft. seas] is necessary to comfortably meet itinerary

requirements, particularly when speeds are limited to ten knots in certain areas due to concentrations of whales and during periods of adverse currents (see Trip Duration).

Trip Duration: The anticipated trip duration is seven to eight hours (based on the standard itinerary and a combined day tour/camper drop-off operation). A shorter trip may be proposed, but must be supported by a vessel capable of the higher speeds required. A longer trip may also be proposed, but the proposal must specify what additional services will be provided to facilitate passenger comfort and enjoyment during the longer journey.

Design. The NPS would prefer a vessel that provides generous windows that are well placed for passenger viewing (to avoid passengers outside blocking views from inside, high enough to allow interior viewing without stooping, low enough for good viewing while seated, etc.). There should also be a variety of areas (large and small, inside and out) available for passenger viewing and seating. Due to the climate, an efficient de-fogging system is essential. The vessel must comply with applicable Americans with Disabilities Act ("ADA") requirements. A small smoking area may be provided, but must be located where smoke does not impact other passengers.

Accommodations. The galley and food service system should allow efficient meal, snacks and beverage service, and must meet all applicable food service code requirements. A display area for NPS information and presentations must be provided.

Equipment. The NPS would prefer vessels utilizing the best available technology in all facets of vessel design and operation including noise and vibration control, marine sanitation, and engine and generator design, public address system (with wireless microphone for NPS interpretive program), and HVAC systems. The NPS would also prefer proposals that reduce use of fossil fuels, provide clean starting engines, and propose specific operational measure to provide during wildlife and glacier viewing,.

- A Type III marine sanitation device is not acceptable due to limitations in Park pump-out facilities. The NPS would prefer a vessel with an on-board waste treatment system exceeding minimum legal requirements. Discharging wastewater into the NPS operated wastewater treatment plant at Bartlett Cove is prohibited without the written approval of the Superintendent. Discharging untreated wastewater into marine waters more than three miles from shore outside the Park is also prohibited.

- U.S. Coast Guard approved covered inflatable life rafts capable of carrying all passengers and crew and mounted so as to be automatically deployed in case of emergency are required.

- A first aid kit, including blood pressure cuff and stethoscope, oxygen capacity for delivering six liters per minute for 60 minutes, and an automated external defibrillator.

Interior Sound. The NPS would prefer a vessel generating noise levels significantly below the regulatory limits provided in 36 CFR 2.12.

Hull Type. Must be suitable for conditions. The NPS would prefer a bow-wake hull design. The bow must be designed to withstand contact with the small icebergs common to the operating area. If the tour boat is to be used as the camper drop-off vessel, then the hull should be constructed and approved for bow landings and adequate provision for carrying and off-loading kayaks, campers and their gear provided.

As an indication of an acceptable vessel, the M/V Spirit of Adventure (Vessel #684714) has provided this service for a number of years and generally meets the minimum criteria detailed in this prospectus. The vessel is currently owned by:

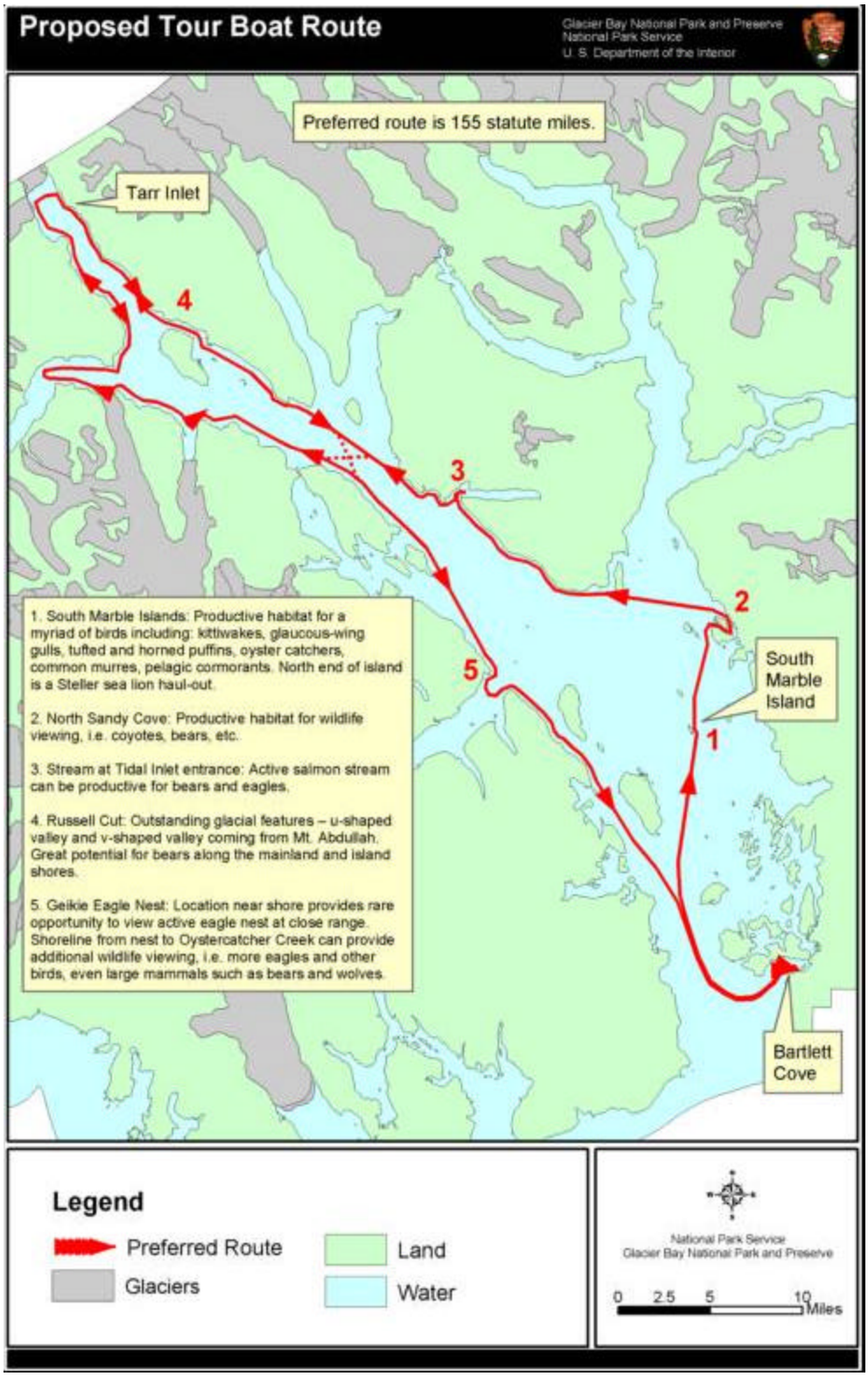
Tom Tougas
Four Seasons Marine
P.O. Box 3572
Seward, AK 99664
907-224-4378

The map on the following page depicts the proposed route for the day tour.

Camper Drop-Off

Camper drop-off services to specific locations within Glacier Bay will continue to be provided under the new Draft Contract. The response to this prospectus requires that the Offeror elect whether to provide this service using a separate vessel, or to utilize the day tour boat. The NPS prefers that the concessioner utilize a separate camper drop-off vessel, however recognizes that the use of a separate vessel may not be economically viable. If an Offeror proposes a smaller dedicated camper drop-off vessel, the NPS is willing to consider a proposal that would also utilize the smaller vessel for the regular day tour during low demand periods.

Exhibit 13- Proposed Tour Boat Route



CONCESSION FACILITIES IMPROVEMENT PROGRAM

Improvements will be required over the term of the new Draft Contract. As a part of this requirement, the concessioner shall undertake and complete an improvement program as described in this section. As part of this contract, the Concessioner will undertake and complete a Concession Facilities Improvement Program ("CFIP") as generally described in this section. The Concession Facilities Improvement Program is estimated to cost the Concessioner no more than $1,665,000 in 2002 dollars. The following table identifies each project, including expected construction commencement and completion dates.

Exhibit 14 - Required CFIP Projects

PROJECT	ESTIMATED COST OF PROJECT[1]	START DATE	COMPLETION DATE
(1) Deferred Maintenance	$115,000	2004	May 1, 2005
(2) Replace Lodge Guest Phone System	$25,000	2004	May 1, 2005
(3) Construct New Employee Housing	$1,500,000	2005	May 1, 2006
(4) Construct New Maintenance Shed	$25,000	2005	May 1, 2006
TOTAL, Required Building Program[2]	**$1,665,000**		

The following paragraphs provide a description of the future projects as developed by Service personnel:

1. Deferred Maintenance: The facilities associated with the concession operations are generally older facilities with some deferred maintenance items that will need to be cured immediately. The Concessioner is required to spend up to $115,000 within the first year of securing the Draft Contract to cure issues of deferred maintenance. Immediately following the award of the new Contract, the new Concessioner and Park officials will coordinate a definitive plan to address any maintenance issues of an immediate nature as determined by the NPS.
2. Install New Lodge Guest Phone System: A consistent source of guest complaints and an overriding safety concern at the Park is the reliability of the current in-room phone system. The NPS is requiring the replacement of the server and in-room equipment (the wiring is believed to be adequate) at an anticipated cost of $25,000.
3. New Employee Housing: Given the remote location of the Glacier Bay NP&P and the relatively large number of employees required to operate the concession facilities in

[1] All individual project totals are based upon conceptual estimates.

[2] This total constitutes the required Concession Facilities Improvement Program for this Draft Contract.

relation to the local area population, the existing concessioner offers on-site employee housing. The NPS believes that the current stock of housing is below the market need. To improve the overall living conditions of the Concessioner employees the NPS is requiring the design and construction of a 30-unit employee housing facility. Following the addition of these units, an occupancy restriction of two employees per unit will be implemented. The total cost of construction for the new employee housing is estimated at $1,500,000, with construction planned during 2005.

4. New Maintenance Shed: The NPS has also determined that a small construction maintenance shed is required to support the concession operation. The existing concession maintenance facility must be replaced during the second year of operation, 2005. The total cost of construction for the new maintenance shed is estimated at $25,000.

It is important to note that the Concessioner is obligated to the total CFIP investment of $1,665,000 in accordance with the Draft Contract. However, the size, scope and location of each project may change based on further planning and unforeseen circumstances.

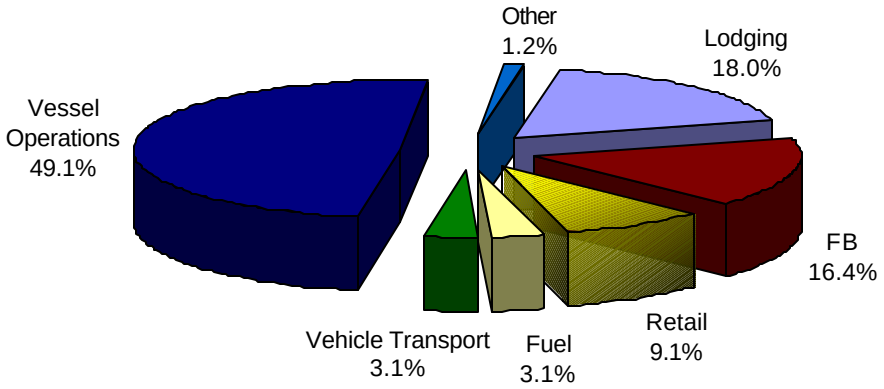
GENERAL UTILIZATION AND OPERATING DATA

The proposal package requires Offerors to develop financial projections based on businesses to be operated and the improvements required. To assist the Offerors in the development of these projections, some information regarding the NPS estimation of future utilization and operating data to be provided under the new Draft Contract is presented on the following pages. Please note that operating projections are only estimates based on the National Park Service's assumptions that were developed taking into account appropriate historical data, industry standards and other considerations. The National Park Service, for the purposes of these projections assumed an annual inflation rate 2.5 percent. Some or all of the projections may not materialize and unanticipated events may occur that will affect these projections. Offerors should be appropriately cautious in the use of all operating estimates. Although the NPS does provide some financial projections, Offerors are responsible for producing their own prospective financial analyses and may not rely on NPS projections. NPS does not warrant and assumes no liability for the accuracy of the financial projections or estimates contained in this prospectus.

Glacier Bay Lodge, Day Tour Operation and Related Services

The concession operation produced approximately $2,813,000 in revenues in 2001, with day tour/camper drop-off services comprising the largest source of revenue. The following chart displays the distribution of the revenue by profit center at Glacier Bay.

Exhibit 15 - Distribution of Total Concession Revenues by Revenue Center - 2001



Source: Glacier Bay NP&P, 2001 concessioner Annual Financial Report ("AFR")

Lodging Services

The Glacier Bay Lodge is a 56-unit hotel overlooking Bartlett Cove and Glacier Bay. It is a seasonal operation that usually opens between the first week and second week in May and closes

soon after the first week in September. Hotel revenue comprised approximately 19 percent of total revenues in 2001. Overall, the operating season of the Lodge has typically lasted 120 days.

Annual occupancy percentage at the Glacier Bay Lodge has historically ranged in the mid- to upper 70's. The recent decline in utilization of the lodge is not expected to continue under the new Draft Contract. It is assumed for purposes of these projections that future annual occupancy should stabilize in the 76 to 80 percent range, and possibly higher.

In terms of Average Daily Rate ("ADR") the historical operating results have mirrored that of occupancy. The following chart summarizes the approved maximum rates for the lodge during FY 2003.

Exhibit 16 - Glacier Bay Lodge Room Rate Structure

Room Rates (Forest View/Water View Units)	
$149.00/$159.00	Per Room (Single Occupancy)
$179.00/$189.00	Per Room (Double Occupancy)
$189.00/$199.00	Per Room (Triple Occupancy)
$199.00/$209.00	Per Room (Quad Occupancy)
$219.00	Per Room (Deluxe)

Based on historical operating results and approved maximum rates ADR is projected between $160 and $164 in the first year of operation. The following table details the projected revenue for Glacier Bay Lodge between 2004 and 2008.

Exhibit 17 - Projected Lodging Revenue – 2004 to 2008

Lodging	
Year	Revenue
2004	$710,000
2005	$845,000
2006	$898,000
2007	$920,000
2008	$943,000

Lodging Expenses

Based on industry trends and information available to us, we estimate the following expenses for the lodging department:

- Direct Labor 20 to 21 percent of gross lodging revenues
- Other Departmental Costs 8 to 9 percent of gross lodging revenues

Day Tours and Camper Drop-Off Services

As previously outlined the existing concessioner operates a day tour that takes visitors on a tour of Glacier Bay. The tour has been the largest revenue-generating department, which is expected to continue. The tour is authorized for one trip each day of the operating season for a total of approximately 120 trips per season.

Historically, the existing concessioner, as part of the current Contract, has also earned revenue from the operation of overnight maritime tours and charter boat operations. As previously stated, these services have been eliminated as part of the new Draft Contract. The NPS plans to offer these tour and charter vessel services under separate authorizations in accordance with the outcome of the Vessel Quota and Operating Requirements Environmental Impact Statement due to be completed Dec. 31, 2003.

Passenger counts for the day tour operation have ranged from 7,000 to 12,000 per year over the past seven years. Daily peak passenger loads have ranged between 160 to 180 passengers during the peak period. It is assumed for purposes of these projections that future passenger counts should stabilize in the 11,500 to 12,000 range at similar daily peak levels.

During 2003, the approved maximum rate for the day tour was $159.50 per adult and $79.75 per child aged 2 to 12 years old. Based on historical operating results and approved rates, average revenue per passenger is projected between $165 and $170 in the first year of operation.

The following table details the projected revenue for maritime day tour between 2004 and 2008.

Exhibit 18 - Projected Boat Tour Revenue – 2004 to 2008

Boat Tour Revenues	
Year	**Revenue**
2004	$1,487,000
2005	$1,780,000
2006	$1,955,000
2007	$2,047,000
2008	$2,099,000

In addition to day tour revenues the existing concessioner also recorded revenues for the day tour in relation to the camper drop off service that was operated in conjunction with the day tour operation. Passenger counts for the camper drop off service typically range from 500 to 750 with an approved maximum rate of $189.50 for a round trip during 2003. It is assumed for purposes of these projections that, regardless of whether the service is provided by the day tour vessel or a separate vessel, the camper drop off service should generate approximately $133,000 in revenue in the first year of operation.

Day Tour Boat and Camper Drop-Off Expenses

Based on industry trends and information available to us, we project the following expenses for the tour boat department:

- Direct Labor 10 to 11 percent of gross tour boat revenues
- Other Departmental Costs 37 to 38 percent of gross tour boat revenues

Food and Beverage Services

Glacier Bay Lodge offers an interior restaurant as well as a seasonal outdoor dining deck. The combined facility offers breakfast, lunch, and dinner to predominately lodge guests. The restaurant, however, is also able to garner business from other Park visitors such as campers and local residents. Given the popularity and timing of the day tour the restaurant is busiest for dinner, followed by breakfast and then lunch. The menu has typically been American Fare with a distinct regional flavor through the inclusion of local seafood dishes. Service style is often tableside and/or buffet for breakfast with full table service for lunch and dinner.

While the restaurant does not presently, nor will in the future, include a stand-alone bar, beverage revenues have historically amounted to between 20 and 25 percent of total restaurant revenues. It is expected that this trend will continue in the future.

In addition to the revenue earned from food and beverage sales within the restaurant, the existing concessioner also earns revenue from the sale of limited food and beverage items on the day tour. While providing lunch, afternoon snack and hot beverages will continue to be provided as part of the approved rate, additional snack items and beverages may be offered for sale.

Food and beverage service revenue between the two outlets has recently generated between $100 and $105 dollars per occupied room. This level is assumed to continue, resulting in first year food and beverage service sales of approximately $466,000.

The following table details the projected revenue for the food and beverage service between 2004 and 2008.

Exhibit 19 - Projected Food & Beverage Revenue – 2004 to 2008

Food & Beverage	
Year	**Revenue**
2004	$466,000
2005	$549,000
2006	$578,000
2007	$592,000
2008	$607,000

Food and Beverage Expenses

Based on industry trends and information available to us, we project the following expenses for the food and beverage department:

- Cost of Good Sold — 37 to 38 percent of gross food and beverage revenues
- Direct Labor — 35 to 36 percent of gross food and beverage revenues
- Other Departmental Costs — 8 to 9 percent of gross food and beverage revenues

Retail Services

Retail services at Glacier Bay consist of a modest retail outlet located within the main lodge building. It offers primarily souvenir type products as well as an assortment of camper "necessity" items. The demand for retail services is primarily based on lodging and day tour visitation. The retail store has generated between $250,000 and $350,000 in revenue depending on lodging and boat tour visitor volume. In the future, it is assumed that total retail revenues will increase in line with lodging and boat tour utilization resulting in revenues of approximately $266,000 in the first year of operation.

The following table details the projected revenue for retail services between 2004 and 2008.

Exhibit 20 - Projected Retail Revenue – 2004 to 2008

Retail Revenues	
Year	Revenue
2004	$266,000
2005	$314,000
2006	$330,000
2007	$339,000
2008	$347,000

Retail Expenses

Based on industry trends and information available to us, we project the following expenses for the lodging department:

- Cost of Goods Sold — 63 to 64 percent of gross retail revenues
- Direct Labor — 8 to 9 percent of gross retail revenues
- Other Departmental Costs — 2 to 3 percent of gross retail revenues

Transportation Services

Transportation services generally involve the pick up and drop off of guests from the Gustavus airport. Approved rates for The NPS during 2003 were $12.00 per person, one-way. Historically, the department generated between $19 and $25 per occupied room.

Revenues in this department have decreased significantly from historical levels for a number of reasons. First, a competing operation in Gustavus has continued to provide competitive pressure. Additionally, the recent decrease in occupied rooms caused a further decline in this department. Based on the new competitive environment, projected future revenue is estimated between $20 and $24 per occupied room. This results in just under $89,000 in revenue in the first year of operation.

The following table details the projected revenue for transportation services between 2004 and 2008.

Exhibit 21 - Estimated Transportation Revenue – 2004 to 2008

Transportation Revenues	
Year	Revenue
2004	$88,700
2005	$104,700
2006	$110,100
2007	$112,700
2008	$115,300

Transportation Expenses

Based on industry trends and information available to us, we project the following expenses for the transportation department:

- Direct Labor 70 to 71 percent of gross transportation revenues
- Other Departmental Costs 20 to 21 percent of gross transportation revenues

Fuel Services

The concessioner offers fuel and oil service through one water-based and one land-based fuel dispensing station. The vast majority of fuel revenues are produced from marine sales. In recent years, reported fuel sales have ranged from $70,000 to more than $85,000. It is assumed for purposes of these projections that marine fuel sales, only, will total approximately $81,000 in the first year of operation.

The following table details the projected revenue for fuel services between 2004 and 2008.

Exhibit 22 - Projected Fuel Revenue – 2004 to 2008

Fuel Services Revenues	
Year	**Revenue**
2004	$81,000
2005	$83,000
2006	$85,000
2007	$87,000
2008	$89,000

Fuel Service Expenses

Based on industry trends and information available to us, we project the following expenses for the fuel services department:

- Cost of Goods Sold — 85 to 86 percent of gross fuel service revenues
- Direct Labor — 10 to 11 percent of gross fuel service revenues
- Other Departmental Costs — 2 to 3 percent of gross fuel service revenues

Employee Housing and Feeding Services

The remote location and limited local population makes the pool of available resident employees somewhat limited at Glacier Bay. Accordingly, the previous concessioner has provided in-Park housing and food service to seasonal, non-resident employees.

The employee housing supply is comprised of 24 units within three dormitory buildings that currently house up to 90 people, requiring units to accommodate up to four people. Under the new Draft Contract, the concessioner will construct new housing and the existing buildings will be eliminated. The existing concessioner has charged the employees $5.00 per day for room and board.

Utilities

The NPS currently provides the following utility services to the concessioner: electricity, fuel handling and storage, wastewater treatment and domestic water service. These services are provided on a reimbursable basis in accordance with current NPS policy, and through monthly billings to the concessioner.

Rates for Service-provided utilities are established in accordance with National Park Service guidelines. In general, these guidelines require an annual determination of the costs to provide

these utilities, which are then divided by the number of units produced to determine the cost per unit. That cost, or rate, then serves as the basis for calculating monthly billing for the following 12-month period.

The existing concessioner averaged approximately 320,000 kWh of electricity each of the past three years. During the 2002 season, concession fuel storage requirements amounted to approximately 138,000 gallons (including fuel for overnight tour boats and charters). Water and Wastewater Treatment has historically been charged based on a daily rate, so consumption information is not available. The utility rates for 2004 are assumed for the purposes of the projections in this prospectus to be as follows:

Exhibit 23 - Projected Utility Rate Structure – 2004

Electricity	$0.18 per kWh
Water/Wastewater Treatment	$32.23 per 1,000 gallons
Fuel Storage and Handling	$0.20 per gallon

Other utility services such as propane delivery, telephone service and solid waste disposal are available commercially and are not provided by the NPS.

The NPS may discontinue providing a utility if it becomes commercially available. For example, the electrical utility serving the community of Gustavus could be expanded to serve the Bartlett Cove area. If this occurred, the NPS might discontinue electrical service to the concessioner.

INITIAL INVESTMENT

The existing contract (CC-GLBA001-86, as amended) provides that the incumbent Concessioner will sell and transfer to the successor its possessory interest in Concessioner and Government Improvements and all other property of the Concessioner used or held for use in connection with such operations. A copy of the existing contract (CC-GLBA001-86, as amended) is contained in the appendix.

General Description of Possessory Interest under the National Park Service Concessions Policy Act (1965 Act)

The existing Concessioner's Possessory Interest in improvements at Glacier Bay National Park & Preserve is described in Section 12 of the existing contract, as amended. In summary, a Possessory Interest is an interest in real property improvements as defined by the existing contract.

Estimates of Possessory Interest

The National Park Service estimates possessory interest of $0 (zero) for Concessioner Improvements and Government Improvements. This estimate was based, in part, on the terms of the existing Contract. In particular, Offerors are referred to CC-GLBA001-86, Amendment #5, located in Appendix E.

Other Property

Section 12 of the existing Contract also requires the Concessioner to sell and transfer to the successor "…all other property of the Concessioner used or held for use in connection with such operations…" (Other Property).

The estimated value of Other Property to be sold and transferred to the successor is $400,000. This total includes both concessioner owned furniture, fixtures and equipment, and vehicles held by the Concessioner for use in the operation. This total is only an estimate, and the determined value could differ from this estimate. This estimate does not include the vessel that is currently being used by the existing concessioner as it is leased to the concessioner.

Offerors should not rely on the National Park Service estimates in preparing and submitting proposals in response to this Prospectus. It is the responsibility of Offerors to make their own estimates of the compensation that must be paid the existing Concessioner under the terms of the existing Concession Contract. A list of possible Other Property that may be required for purchase by the successful Offeror in accordance with the terms of the existing Contract is included in the Appendix.

Dispute Resolution

If the existing Concessioner and the successor cannot agree upon the fair value of any item or items, the resolution will occur as provided in the existing Contract, CC-GLBA001-86.

Required Investment

The following table details the estimated investment required of the Concessioner as projected by the National Park Service.

Exhibit 24 - Estimated Required Investment

Initial investments (including first year CFIPs)	Amount
Concession Facilities Improvement Program	$1,665,000
Inventory	$75,000
Other Property	$400,000
Possessory Interest	$0
Total	$2,140,000

Source: Glacier Bay NP&P Concessions Management Office

Leasehold Surrender Interest under the Concessions Management Improvement Act of 1998 (Public Law 105-391) and 36 CFR 51

The possessory interest acquired by the Concessioner will convert to Leasehold Surrender Interest in the Draft Contract in accordance with 36 CFR Part 51, Subparts G and H (Sections 51.51 to 51.72), and the terms of the Draft Contract. Refer to the Draft Contract and the exhibits for these terms. Offerors should note that all capital improvements that qualify for leasehold surrender interest carry a measure of security that is uncommon in the private sector. Upon expiration or termination of the Draft Contract, the government is ultimately obliged to assure payment of the leasehold surrender interest value to the Concessioner.

REPAIR AND MAINTENANCE

The Draft Contract requires the selected Concessioner to establish a Repair and Maintenance Reserve for the purpose of ensuring that funds are available to cure certain maintenance problems that are not accomplished as part of normal operations. The Offeror is directed to Section 10c of the Draft Contract for guidance on the terms and conditions for the Maintenance Reserve. The Maintenance Reserve for this Draft Contract will be 1.0 percent of gross receipts per year for the term of the Contract.

FRANCHISE FEE

The minimum franchise fee set forth under Principal Selection Factor 5 in the Proposal Package is 3.0 percent. This fee was based, in part, on the Possessory Interest and Other Property compensation estimates developed by the National Park Service.

SITE VISIT

A two-day site visit occurred on September 6-7, 2002. At that time, an overview of the Park was provided by NPS Concession Management personnel, and a tour of existing concession facilities associated with this new Draft Contract. Materials that were provided to attendees are available in the appendix. Should an Offeror desire to visit the Park during the solicitation period, please contact the following individual to schedule an appointment:

Dave Nemeth
Concession Chief
Glacier Bay National Park & Preserve
P.O. Box 140
Gustavus, AK 99826
Phone: 907-697-2624
Fax: 907-697-2654
E-mail: David_Nemeth@nps.gov

TERM AND EFFECTIVE DATE OF NEW DRAFT CONTRACT

This Draft Contract is for a term of 10 years. The effective date shall be January 1, 2004. However, the effective date of the Draft Contract is subject to change by the NPS if necessary due to transfer timing issues. The expiration date of the Draft Contract will also be changed to continue the same term length from any changed effective date.

WEB REFERENCES

The following links, some of which have been previously mentioned in this section, may be useful to Offerors.

National Park Service information	http://www.nps.gov
Glacier Bay National Park & Preserve information	http://www.nps.gov/glba
Vessel Quota & Operating Requirements Draft Environmental Impact Statement:	http://www.glba.ene.com/eis_2003.htm
Bartlett Cove Comprehensive Design Plan	http://www.nps.gov/glba/pphtml/facts.html
United States Coats Guard vessel safety information	http://www.uscg.mil/hq/g-m/gmhome.htm

PROPOSAL INSTRUCTIONS

CC-GLBA001-04

Department of the Interior

National Park Service

Glacier Bay National Park & Preserve

Proposal to Operate Lodging, Food & Beverage,
Tour Boat & Other Specified Services

Within Glacier Bay National Park & Preserve

PROPOSAL INSTRUCTIONS

1) Response Requirements for Submission of Proposal

a) This Prospectus is issued under the authority of 36 CFR Part 51 (incorporated by reference herein). In the event of any inconsistency between the terms of this Prospectus and 36 CFR Part 51, 36 CFR Part 51 will control. The Service presumes that all persons that submit a proposal in response to this Prospectus are informed of the provisions of 36 CFR Part 51.

b) Proposals must be received by the due date shown on the front page of this Prospectus.

c) Only an Offeror submitting a responsive proposal is eligible to be awarded the new concession contract. A responsive proposal means a timely submitted proposal that is determined by the Director as agreeing to all of the minimum requirements of the new concession contract and Prospectus and as having provided the information required by the Prospectus. The minimum requirements for the new concession contract are identified in Part A of the Proposal Package.

2) Form in Which Proposal Must be Submitted

a) Offerors must follow the format provided in the Proposal Package, including in its entirety without alteration the "Offeror's Transmittal Letter," in applying for the concession opportunity. Failure to submit the Offeror's Transmittal Letter without alteration (except for filling in the indicated blanks) and a completed copy of Part A of the Proposal Package will make your proposal non-responsive.

b) Please number each page and section in your completed proposal. Add information to your proposal only to the extent that it is necessary and relevant to respond to the factor. Each page should have a heading identifying the selection factor and subfactor to which the information contained on the page responds. Stay within the organizational framework in the Proposal Package.

3) Submission Protocol

a) Submit 6 (six) hard copies, in the format outlined in the Proposal Package.

b) Enclose copies in a sealed envelope with the following marked on the envelope:

(1) "CONCESSION PROPOSAL, MAILROOM DO NOT OPEN"

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

(3) The name and address of the Offeror.

c) The National Park Service, at the appropriate address, must receive proposals by the time and date shown on the front page of this Prospectus.

4) Proposals Considered Public Documents

a) All proposals submitted in response to this Prospectus may be disclosed by the Department of the Interior to any person, upon request, to the extent required or authorized by the Freedom of Information Act.

b) If you believe that your proposal contains trade secrets or confidential commercial and financial information exempt from disclosure under the Freedom of Information Act (5 USC 552), mark the cover page of each copy of the proposal with the following legend:

> "The information specifically identified on pages of this proposal constitutes trade secrets or confidential commercial and financial information that the Offeror believes to be exempt from disclosure under the Freedom of Information Act. The Offeror requests that this information not be disclosed to the public, except as may be required by law."

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 mark each such page with the following legend:

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

c) Information so identified shall not be made public by the National Park Service except in accordance with law.

5) Questions

If you do not understand something in this Prospectus, you must submit your questions in writing to the contact person noted on the cover of the Prospectus, no later than 30 days in advance of the due date. The National Park Service will respond to your question in writing, and will provide the question and response to all potential Offerors who have requested a Prospectus. Questions submitted after this date may not be answered. Because the National Park Service must provide equal information to all Offerors, there must be sufficient time allowed to inform all interested parties of such questions and answers.

6) Evaluation of Proposals

a) The Director will apply the principal selection factors and secondary factors as set forth in 36 CFR Part 51.17 by assessing each timely proposal under each of the selection factors on the basis of a narrative explanation discussing any subfactors when applicable and other supporting quantitative information.

b) For each selection factor the Director will assign a score that reflects the determined merits of the proposal under the applicable selection factor and in comparison to the other proposals received, if any.

The first four principal factors will be scored from zero to five. The fifth selection factor will be scored from zero to four. The secondary factors 1 and 2 will each be scored from zero to three, with a maximum aggregate point score not to exceed six points. The Director will then assign a cumulative point score to each proposal based on the assigned score for each selection factor.

c) Principal Selection Factors. The five principal selection factors are:

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;

Principal Selection Factor 2. The responsiveness of the proposal to the objectives, as described in the Prospectus, of providing necessary and appropriate visitor services at reasonable rates;

Principal Selection Factor 3. The experience and related background of the Offeror, including the past performance and expertise of the Offeror in providing the same or similar visitor services as those to be provided under the concession contract;

Principal Selection Factor 4. The financial capability of the Offeror to carry out its proposal;

Principal Selection Factor 5. The amount of the proposed minimum franchise fee, if any, and/or other forms of financial consideration to the Director. However, consideration of revenue to the United States will be 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.

d) Secondary Selection Factors. The two secondary selection factors are:

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.

Secondary Selection Factor 2. The quality of the Offeror's proposal with regard to operation of the camper drop-off service.

7) Process of Selecting the Best Proposal

The National Park Service will select the responsive proposal with the highest cumulative point score as the best proposal. If two or more responsive proposals receive the same highest point score, then the Director will select as the best proposal (from among the responsive proposals with the same highest point score) the responsive proposal that the Director determines on the basis of a narrative explanation will, on an overall basis, best achieve the purposes of 36 CFR Part 51. Consideration of revenue to the United States in this determination and in scoring proposals under Principal Selection Factor 5 will be 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 (36 CFR 51.16(c)).

8) Preferred Offeror Determinations

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

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

The National Park Service has determined that no person or entity qualifies as a Historical Operator for this solicitation, pursuant to 36 CFR Part 13, Subpart D.

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

On June 4, 1997 the National Park Service invited Native Corporations to apply for "most directly affected" status, pursuant to 36 CFR 13.85. Huna Totem Corporation was determined to be a Native Corporation "most directly affected" by the establishment of Glacier Bay National Park & Preserve. Other Native corporations were offered an opportunity to apply for "most directly affected" status in a related application published on December 18, 2002. The closing date for those applications was February 18, 2002. The related application refers specifically to issues relating to the Preferred Operator (as defined in 36 CFR 13.85) application process. See Appendix for copy of this application. No proposals were received. Therefore, Huna Totem Corporation continues to be the only Native Corporation "most directly affected" by the establishment of Glacier Bay National Park & Preserve.

"Local resident" is defined in 36 CFR 13.81(f). Local residents were offered an opportunity to apply for local resident status in a related application (same application described in previous paragraph). On May 2, 2003, Goldbelt, Inc., the Juneau based urban Native corporation and parent corporation of incumbent concessioner Glacier Bay Park Concessions, Inc., was determined to be a local resident for this purpose.

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

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

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

In addition, a proposal from any Offeror that contemplates or proposes business relationships that 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 unless approved in writing by the Director." (Draft concession contract, Section 19(c))

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

Under the provisions of 36 CFR Subpart E and F, the Director has determined that this is not a qualified concession contract. It is anticipated that in the first year of the new Contract gross receipts will exceed $500,000 and the prior concession Contract did not solely authorize or require the conduct of specialized outdoor recreation guide services. Therefore, no preferred Offeror for this contract exists under the terms of 36 CFR Part 51.

9) Congressional Review Process

Contracts issued for a term of more than ten years, or when the annual gross receipts are anticipated to exceed $5,000,000 are required by law to be submitted to the Congress for sixty days before they may be awarded. The new concession contract will be not submitted to the Congress because anticipated gross receipts do not exceed $5,000,000, and the term of the contract does not exceed ten years.

10) Cautions to Offerors about Submission and Evaluation of Proposals

a) **All information regarding this Prospectus will be issued in writing.** No National Park Service or other government official is authorized to make substantive oral representations relating to this matter, and no Offeror should rely on any oral representations made by government officials with respect to this transaction.

b) The proposal includes the selection factors to be used by the National Park Service to evaluate proposals. Under each factor, the National Park Service identifies subfactors to ensure that all elements of the factor are considered. You, the Offeror, should ensure that you fully address all of the selection factors and related subfactors.

c) This Prospectus and related documents reflect the views and objectives of the National Park Service with regard to the proposed concession operation. Should you believe any statement in the Prospectus to be inaccurate, you must submit comments to the National Park Service in writing, no later than thirty days prior to the due date for proposals**.** Send your comments to the office named in the cover of this Prospectus for the receipt of proposals.

d) The information provided in this Prospectus, including the Appendices, is provided to allow Offerors to understand the operations and terms of the new concession contract. Offerors are encouraged to thoroughly review all information and required submittal documents before beginning to prepare a proposal.

e) A proposal to expand the scope of investment, facilities, and/or services beyond those called for in this Prospectus will not be considered in the evaluation of proposals.

f) A proposal to provide direct or indirect monetary or other benefits to the Park or government not within the scope or requirements of the contract will not be considered in the evaluation of proposals.

g) If you propose to make any financial commitments and considerations in response to any selection factor, your proposal will be closely reviewed and analyzed against your financial statements and supporting documents with appropriate review of feasibility. Such documents reviewed and analyzed will include but not be limited to the Business Organization and Credit Information, pro forma income statements, audited financial statements and balance sheets required in the proposal.

h) The proposal and related materials submitted should reflect the entire proposal you are making. The National Park Service will consider your written submission as your full and final proposal in response to the Prospectus, and will make its selection based on the written information you have submitted. Do not assume that the National Park Service knows anything about you or your proposal. Do not assume that any information about you or your proposal, previous correspondence or previous submissions are in the possession of or will be considered by the National Park Service. This is true even if you are the current concessioner or have operated another concession within the Park area.

i) The draft concession contract and its exhibits, which set forth the terms and conditions under which the concession operation is to be conducted, are attached. The Director may amend a Prospectus and/or extend the submission date prior to the proposal due date. The Director may also cancel a solicitation at any time before the award of the concession contract if the Director determines in its discretion that this action is appropriate in the public interest. No Offeror or other person will obtain compensable or other legal rights as a result of an amended, extended, canceled or reissued solicitation for this concession contract. (36 CFR §51.11).

j) Except as provided under 36 CFR Section 51.47, the terms, conditions and determinations of the Prospectus and the terms and conditions of the proposed concession contract as described in the Prospectus, including, without limitation, its minimum franchise fee, are not final until the concession contract is awarded.

k) The Director may request from any Offeror who has 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. An Offeror may not amend or supplement a proposal after the submission date unless requested by the Director to do so, and unless the Director provides all Offerors that submitted proposals a similar opportunity to amend or supplement their proposals.

l) The selected Offeror, including any preferred Offeror, must execute the concession contract promptly after selection of the best proposal and within the time established by the Director. If the selected Offeror fails to execute the concession contract within the time period specified by the Director, the Director will select another responsive proposal for award of the concession contract, or will cancel the selection and may resolicit the new concession contract.

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

n) The National Park Service, in accordance with 36 CFR Part 51, may include, as terms of the new concession contract, appropriate elements of the proposal selected for award of the concession contract including investments, facilities, services, and other commitments.

o) Offerors are responsible for undertaking appropriate due diligence with respect to 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 the National Park Service. Offerors may not rely on any representations of the National Park Service in this regard.

p) Concise proposals: The NPS suggests, but does not require, that Offerors limit their narrative response to the number of pages suggested under each selection factor and subfactor.

PROPOSAL PACKAGE

CC-GLBA001-04

Department of the Interior

National Park Service

Glacier Bay National Park & Preserve

Proposal to Operate Lodging, Food Service, Tour Boat & Other Specified Services

Within Glacier Bay National Park & Preserve

PROPOSAL SUBMISSION TERMS & CONDITIONS

1) The Offeror's Transmittal Letter set forth below indicates your acceptance of the terms and conditions of the concession opportunity as set forth in this Prospectus. It indicates your intention to comply with the terms and conditions of the Contract. The letter must bear original signatures and be included in the Offeror's response package. 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.

2) The Proposal Package is drafted upon the assumption that an Offeror is the same legal entity that will execute the 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 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.

3) The National Park Service, in accordance with 36 CFR Part 51, may include, as terms of the new concession contract, appropriate elements of the proposal selected for award of the concession contract including investments, facilities, services, and other commitments.

To: Regional Director
Alaska Region
240 West 5th Avenue, Room 114
Anchorage, AK 99501-2327

Attention: Concessions Division

Dear Regional Director:

The Offeror hereby agrees to provide visitor services and facilities at Glacier Bay National Park & Preserve in accordance with the terms and conditions specified in the draft Concession Contract provided in the Prospectus issued by the public notice in Federal Business Opportunities, solicitation # GLBA001, and to execute the draft Concession Contract without substantive modification (except as may be required by the National Park Service pursuant to the terms of the Prospectus).

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

The Offeror certifies that the information furnished herewith is true to the best of its knowledge and belief. The Offeror agrees to meet all the minimum requirements of the draft concession contract, and the Prospectus, and that the Offeror has provided all of the mandatory information specified in the Prospectus.

The Offeror certifies in accordance with 43 CFR Part 12 regarding debarment, suspension, ineligibility and voluntary exclusion the following:

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

The Offeror, by submitting this Proposal hereby agrees, if selected for award of the new concession contract:

1. To the minimum requirements of the Prospectus as identified in Part A of this Proposal Package.
2. To complete the execution of the final Concession Contract within thirty working days after it is presented by the National Park Service.
3. To commence operations under the new concession contract on the effective date of the new concession contract.
4. To acquire the Property of the existing Concessioner under the terms of the existing concession contract.
5. To resolve any dispute regarding the value of the Property of the existing Concessioner in accordance with the terms of the existing concession contract and 36 CFR Part 51.
6. To 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.
7. To the conditions set forth under item 2 of Proposal Terms and Conditions if the Offeror is not to be the entity that will be the Concessioner under the draft concession contract.

BY _____ DATE_____

(Type or Print Name)

ORIGINAL SIGNATURE_____

TITLE _____

ADDRESS _____

_____

_____

CERTIFICATE OF CORPORATE OFFEROR

(Offerors who are not corporations should skip this certificate)

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

BY:_____DATE_____

(Type or print name and date)

_____

Original Signature

TITLE _____

ADDRESS_____

_____

PART A

The minimum requirements for the new concession contract are identified in this Part A of the Proposal Package. If the Offeror, in its transmittal letter, does not agree to these minimum requirements, the proposal will be considered non-responsive. A copy of Part A must be included in the Offeror's response package. (The requirements of Part B outline detailed subfactor submissions referenced in this part, as well as additional secondary selection factors.)

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.

The Offeror agrees to comply with all terms and conditions in the contract, including compliance with all applicable laws, including, without limitation, environmental protection and conservation laws, under the terms and conditions specified in the Concession Contract.

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

The Offeror agrees to comply with all the terms and conditions specified in the Concession Contract, including its exhibits.

The Offeror agrees to operate at the currently approved maximum rates during the term of the Concession Contract until such time as a new rate schedule is approved by the Secretary, in accordance with 36 CFR 51.82. A selected Offeror may request a rate increase at any time after the selection of the best proposal is made by the National Park Service.

The Offeror agrees to accept the Concession Facilities, and any assigned government personal property "as is" as required by the draft Concession Contract, Section 8(f).

The Offeror agrees to carry out the required Concession Facilities Improvement Program according to the terms of the draft Concession Contract, including the time frames established by the Secretary.

The Offeror agrees to accept the "Repair and Maintenance Reserve" described in the draft Concession Contract as it now exists, including the administrative responsibilities associated with the funds.

The Offeror accepts the draft Operating Plan included as Exhibit B of the draft Concession Contract.

The Offeror accepts the draft Maintenance Plan included as Exhibit H of the draft Concession Contract.

The Offeror agrees to implement an equal opportunity program and comply with the terms of the Equal Opportunity and handicapped access requirements of the draft Concession Contract.

The Offeror agrees to develop and implement an effective health and safety program (Risk Management Program), according to the requirements of the draft Operating Plan for such programs.

The Offeror agrees to meet the public liability and property insurance requirements of the draft Concession Contract and agrees to provide property and liability insurance of at least the types and levels of coverage described in the draft Concession Contract.

The Offeror agrees to submit a draft Environmental Management Program to the Director for approval within sixty days of the effective date of the draft Concession Contract.

PRINCIPAL SELECTION FACTORS 3 AND 4 DO NOT HAVE MINIMUM REQUIREMENTS FOR THIS PART. INFORMATION IS REQUIRED FOR PRINCIPAL SELECTION FACTORS 3 AND 4 IN PART B.

PRINCIPAL SELECTION FACTOR 5. THE AMOUNT OF THE PROPOSED MINIMUM FRANCHISE FEE, IF ANY, AND/OR OTHER FORMS OF FINANCIAL CONSIDERATION TO THE DIRECTOR.

The Offeror agrees to at least the minimum Franchise Fee of 3.0 percent of annual gross receipts, as may be conformed as provided in Selection Factor 5.

PART B

Offerors must provide the information required in Part B to be considered responsive.

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 Points)

Note to Offeror:

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

The NPS objectives for protecting, conserving, and preserving the specific resources of Glacier Bay National Park are as follows:

(a) Protecting the Air Quality of Glacier Bay National Park

(b) Protecting the Water Quality of Glacier Bay National Park

(c) Preserving the wildlife resources of the Park area.

(d) Preserving the natural environment of the Park area.

Further information on these objectives is provided in the prospectus and in the following subfactors. Offerors are requested to provide information and specific commitments to demonstrate their knowledge, experience, and dedication in protecting, conserving, and preserving these Park resources.

Subfactor 1a. Air Quality. Maintaining air quality is vital in Glacier Bay National Park. Air emissions from tour boats and other types of marine vessels have impacted visitor enjoyment of the Park and may impact Park resources. In a narrative, please describe how you would address the protection, conservation and preservation of this vital Park resource to ensure that Glacier Bay National Park is protected from pollutants that your operation may generate and to ensure compliance with Applicable Laws. Include specific goals, actions, steps or programs that you commit to adopt and implement in this regard. Also include a description of how you intend to measure and monitor the effectiveness of your actions, steps or programs. The NPS would prefer that proposals provide for visible emissions from marine vessels to be maintained well below the regulatory limits provided in 36 CFR 13.65(b)(4).

Subfactor 1b. Water Quality. Maintaining water quality is vital in Glacier Bay National Park. Petroleum products, waste water, and other hazardous and solid wastes related to the required and authorized water-based services under this Contract may negatively affect marine and coastal resources. In a narrative, please describe how you would address the protection, conservation and preservation of this vital Park resource to ensure that Glacier Bay National Park is protected from pollutants that your operation may generate and to ensure compliance with Applicable Laws. Include specific goals, actions, steps or programs that you commit to adopt

and implement in this regard. Also include a description of how you intend to measure and monitor the effectiveness of your actions, steps or programs. The NPS would prefer that proposals provide for waste, spill, releases, and pollution from water-based services to be minimized and, if possible, eliminated. Please address fuel dock activities and vessel activities in this subfactor.

Subfactor 1c. Wildlife Protection. Wildlife may be attracted to odors and food associated with the lodge operation, creating the potential for impacts on wildlife and the safety of visitors and staff. Please describe how you will conduct your operations in a manner that will minimize disruption of the wildlife of the Park area. Particularly, please discuss how you will limit harmful interactions between Park visitors and wildlife to keep wildlife from becoming unduly accustomed to human contact and how you will assure that wildlife will not get access to your food supplies. Include specific goals, actions, steps or programs that you commit to adopt and implement in this regard. Also include a description of how you intend to measure and monitor the effectiveness of your actions, steps or programs.

Subfactor 1d. The Natural Environment; Hazardous Substance Management. Please describe how you will conduct your operations in a manner that will minimize its impacts on the natural environment of the Park area and to ensure compliance with Applicable Laws. Specifically, the transport, storage, management, disposal and use of fuels, hazardous chemicals, and hazardous wastes within the Park have the potential to adversely impact Park resources such as air, soil, ground water and surface waters through spills, releases and misuse. In a narrative, please describe how you would address the protection, conservation and preservation of the resources of Glacier Bay National Park from these pollutants that your operation may generate and to ensure compliance with Applicable Laws. Include specific goals, actions, steps or programs that you commit to adopt and implement in this regard. Also include a description of how you intend to measure and monitor the effectiveness of your actions, steps or programs. [Note: Address fuel dock activities and vessel activities in Subfactor 1b. above.]

Subfactor 1e. Environmental Stewardship and Training

The Park believes that environmental stewardship is enhanced through environmental leadership and staff training. Training ensures that all staff is aware of the Offeror's commitment to protecting, conserving and preserving Park resources and procedures while performing job duties and where appropriate can communicate the principles of environmental stewardship to Park visitors.

1. Please outline the staff training you will institute in the first year to meet regulatory (i.e., Applicable Laws) requirements, understand standard operating procedures, and maintain an awareness of environmental issues,
2. Identify the training subjects, type of training, trainer,
3. Identify type of staff positions to be trained,
4. Identify frequency or training and how training will be documented.
5. Tabular submissions are encouraged.

PRINCIPAL SELECTION FACTOR 2. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROVIDING NECESSARY AND APPROPRIATE VISITOR SERVICES AT REASONABLE RATES. (Scoring: 0 – 5 Points)

[Note: As stated in the Business Opportunity, Future Operations section, essential operating and maintenance requirements for each of these required services are provided in the operating and maintenance plans included with the Draft Contract. Only by reviewing these documents in conjunction with the Business Opportunity section will a potential operator get a full understanding of the requirements of this Draft Contract. Please review the vessel standards sections in the Business Opportunity and the Operating Plan)]

Subfactor 2a. The Park has outlined its desired operational standards for vessel and land-based operations within the Operating Plan and the Business Opportunity section of this prospectus. The Park is interested in understanding how the Offeror will implement these standards for the following required services. More complete and well-thought-out plans will better support your answers to the required Subfactors. (Recommended maximum response: 20 pages)

1. For the marine services provide an overall description of your plan to provide the vessel day tour and include, at a minimum, the following information:
    - A detailed description of the vessel(s) the Offeror proposes to operate in the Park, including, as a minimum, the information indicated in the table on the following form, as well as any other information the offeror feels is pertinent. Provide a picture or drawing of the vessel(s). Include a copy of the most recent United States Coast Guard Certificate of Inspection ("COI").
    - If the same vessel is proposed for both services, describe provisions you will make for hauling camper's equipment and the capabilities of the vessel proposed for bow landings and how you will address time constraints.
    - Describe the array of visitor service amenities that you will make available for each passenger that are included in the basic fee. Specifically discuss the lunch meal you intend to provide, as well as any other complimentary food and beverage offerings.
    - Describe the space to be allocated to the NPS interpretive program.
    - Describe the retail items you intend to offer for sale aboard the vessel, if any. In addition, indicate what food and beverage items will be offered for sale.

Vessel Specifications (complete separate sheet for each vessel)	
Service (e.g. day tour, camper drop-off or combined):	
Vessel Name:	
Former Names:	
Date Built:	
Builder:	
Date of Last Major Refit:	
Documentation Number:	
Gross Tonnage:	
Length (ft.):	
Beam (ft.):	
Draft (ft.):	
Depth (ft.):	
Engines (quantity, make & model):	
Propulsion power (kW or HP):	
Propulsion (quantity & type: propeller, jet, etc.):	
Passenger Capacity (as stated in Certificate of inspection): Minimum capacity for the day tour vessel is 149; Minimum capacity for camper drop-off vessel is 18.	
Passenger Inside Seating: [Note: The NPS would prefer a day tour vessel with climate controlled inside seating for at least 180 passengers.]	
Inside passenger area (sq. ft.):	
No. and configuration of public restrooms (heads):	
Kayak Storage Capacity:	
Fuel (type/weight):	
Fuel Capacity (gal.):	
Domestic Water Capacity (gal.):	
Marine Sanitation Device (type, make & model) [Note: Type III is not acceptable]:	
Generator(s) (number and capacity):	
Hull Design [mono-hull, catamaran, wave-piercing, etc.]:	
Cruising Speed:	
Maximum Speed [Note: The NPS would prefer a vessel capable of at least 28 knots for the day tour]:	
Fuel Consumption (at cruising speed):	
Wake height at cruise speed (if known):	

- Additional consideration will be given if the offeror incorporates the following desired conditions (not in priority order). Please describe how you will address the following:
    - An operation that allows greater opportunity to take advantage of opportunistic wildlife viewing (i.e. greater vessel speed, less stringent return time, etc.)
    - Vessel systems that reduce potential for resource impacts or environmental demands (e.g. advanced sewage handling system, use of bio-fuels or alternative energy, low wake design, lower fuel consumption, reduced ambient and underwater noise).
    - Enhanced passenger comfort and amenities such as better seating and viewing opportunities, broader array of food service offerings, loaner binoculars, hydrophone or underwater video camera, passenger area display of vessel location and course, etc.
    - What additional services or activities are proposed to facilitate passenger comfort and enjoyment throughout the trip?

2. For the land-based services, discuss the following issues in detail:
    - Provide a description of how you intend to configure and outfit the lodge rooms. Included in this description should be the specific type (king, queen, double, etc.) and number of beds in each room and the standard available room amenities. Note that the current bed inventory includes a number of single beds for which there is now limited demand. Room floor plans have been provided in the Appendices to assist you with this effort.
    - Identify and describe the menu you propose to offer in the restaurant, by meal period, and describe your concept of operations for the food and beverage program. Additional consideration will be given if the offeror incorporates the following in the response:
        - How the Offeror will meet the challenges posed by the relatively low sales volume, remote location and associated high cost of shipping.
        - Whether the Offeror will provide a selection of local dishes such as seafood.
        - If the Offeror will provide a selection of reasonably priced standard (core) menu items at each meal, along with both lower and higher priced items.
        - How will the food service operations incorporate regional/local cuisine and awareness of the importance of healthy eating.
    - Identify and describe your concept of operations for the lodge retail outlet. Provide a sample list of offerings, but do not provide any actual samples. The NPS is interested in a strong thematic approach, with items selected for their connection to the Park purpose and values.

Subfactor 2b. Quality service is to a large extent dependent on the courtesy and knowledge of the front line employees. The Offeror's commitment to quality human resources is an indicator of your potential for successfully providing services at Glacier Bay National Park and Preserve.

Subfactor 2b-1. Identify what efforts you will undertake to support high morale and to retain both year-round and seasonal employees at various levels within your organization. Please address employee training and development, benefits packages, quality of life issues including investment in housing and recreational opportunities, financial incentives for returning employees, counter-seasonal employment opportunities, and similar issues. (Recommended maximum response: 5 pages)

Subfactor 2b-2. How will you train your employees about Park resources to interpret the purpose and significance of Glacier Bay, surrounding area and the National Park Service to the visitors and provide information to visitors, and to participate in cross training if required by the National Park Service? (Recommended maximum response: 3 pages)

Subfactor 2c. The selected Concessioner will be required to submit a draft Risk Management Plan to address the elements of an effective health and safety program (Risk Management Program), according to the requirements of the new contract and the Operating Plan for such a program. Please provide specifics for the following topics that will be included in your plan: (Recommended maximum response: 5 pages)

1. Visitor Safety
2. Fire Safety
3. Fuel Service Safety
4. Food Sanitation
5. Marine/vessel safety

One element of a Risk Management Plan that the NPS would like to have implemented is a Hazard Analysis and Critical Control Point Plan (HACCP) related to food sanitation. Indicate in your response whether you agree to include a HACCP in your Risk Management Plan. The successful bidder agreeing to this stipulation will have until the end of the first year of operation to develop their HACCP.

Subfactor 2d. Please identify which of the following listed authorized services the Offeror will provide along with a short description of how each will be operated. Your response is for informational purposes only and will have no impact on the scoring of this selection factor. The National Park Service may modify the contract to incorporate your responses to this subfactor.

Room service
Day tour boat gift & souvenir sales
Bus and taxi service: on-demand service.
Vehicle fuel sales
Recreational equipment rental (excluding kayaks)
Minor vessel repair and towing services
Booking services for area activities
Vending

PRINCIPAL SELECTION FACTOR 3. THE EXPERIENCE AND RELATED BACKGROUND OF THE OFFEROR, INCLUDING THE PAST PERFORMANCE AND EXPERTISE OF THE OFFEROR IN PROVIDING THE SAME OR SIMILAR VISITOR SERVICES AS THOSE TO BE PROVIDED UNDER THE CONCESSION CONTRACT. (Scoring: 0 – 5 Points)

In the event the Offeror is not the legal entity that is to be the Concessioner, provide the information described below with respect to both the Offeror (all partners in a joint venture) and the proposed Concessioner. Also describe the Offeror's relationship to the proposed Concessioner.

Subfactor 3a. Describe the Offeror's organization and the Offeror's relationship to any superior and/or subordinate entities.

Subfactor 3a-1. Using the Business Organization Information form located in the Proposal Package Form section, identify the Offeror and each business organization, operator and any parties involved in the management of the proposed concession operation. Use the form appropriate for your organization (Partnership or Sole Proprietorship, or Corporation) and include all information necessary to make the relationships among parties clear. When completed, the Business Organization Information form should convey the following information:

1. Identify the "Offeror" formally.
2. Explain the legal form and formal structure of the Offeror. Identify and describe the owners of the Offeror, including, without limitation, all levels of parent organizations, their relationship to the Offeror and the precise extent of their ownership interest. Also identify all related, subordinate or superior business organizations and any other organizations, contractors, or subcontractors that will have a significant role in managing, directing, operating, or otherwise carrying out the services to be provided by the Offeror. Describe in detail how these relationships will work formally and in practice.

Subfactor 3a-2. How long has the Offeror been in existence? For how long has the Offeror been providing services that are to be provided under the new Concession Contract?

Subfactor 3a-3. If the entity that is to be the Concessioner is not formally in existence as of the time of submission of a proposal, an Offeror 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. Additionally, 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.

Subfactor 3b. Please describe the Offeror's experience in the operation and management of tour boat operations.

Subfactor 3b-1. For each different operation discussed, please provide the following information: (Recommended maximum response: 1 page per citation)

1. Tour Name
2. Tour Location
3. Name of Vessel
4. Rated Capacity of Vessel
5. Number of Passengers Carried During Most Recent Operating Year/Season
6. Brief Description of Tour
7. All written evaluations or assessments of the Offeror's performance by any governmental entity that authorized or permitted the activity. (not included in recommended page response)

Subfactor 3b-2. The Offerors past record of marine casualties and violation notices must be included in your proposal for the period beginning five years prior to the date this prospectus was issued.

1. Has the Offeror, parent company or any of their principals or employees (at any time within the last ten years whether as a principal or employee of Offeror or otherwise) had any reportable marine casualties (as defined by US Coast Guard regulations), including but not limited to grounding, loss of primary propulsion, collision, flooding, capsizing, fire explosion, loss of life or reportable injury? If yes, submit a copy of the official report (US Coast Guard or other), except for injuries (submit a brief summary, including reason for each injury).

   YES _____ NO _____

2. Has the Offeror, parent company or any of their principals or employees r(at any time within the last ten years whether as a principal or employee of Offeror or otherwise) received vessel operation citations or notices of violation from, or criminal information or indictments filed by, local, state or federal authorities, regardless of the outcome? If yes, submit a copy of the citation, indictment, etc. and an explanation of the violation, settlement, penalty (if any), and any correction actions taken by the offeror.

   YES _____ NO _____

3. Has the Offeror, parent company or any of their principals or employees (at any time within the last ten years whether as a principal or employee of Offeror or otherwise) received any environmental Notice of Violations (NOVs), fines, and/or penalties from a Federal, state, tribal, and/or a local environmental agency. Include why the NOV, fine, and/or penalty was issued, date it was issued, by whom, and how the NOV/fine, and/or penalty was addressed.

   YES _____ NO _____

Subfactor 3c: Please describe the Offeror's experience in the operation and management of lodging operations. For each operation discussed, please provide the following information: (Recommended maximum response: 1 page per citation)

1. Facility Name
2. Facility Location
3. Number of Rooms in Property
4. Number and Capacity of any Other Services Offered (restaurant, retail, recreation, etc.)
5. Annual Occupancy during most recent completed year/season
6. Average Rate during most recent completed year/season
7. Owner or Manager?
8. Length of time under your management
9. Brief Description of Operation
10. All written evaluations or assessments of the Offeror's performance by any governmental entity that authorized or permitted the activity. (not included in recommended page response)

Subfactor 3d: Please describe the Offeror's experience in the operation and management of food and beverage operations. For each operation discussed, please provide the following information: (Recommended maximum response: 1 page per citation)

1. Facility Name
2. Facility Location
3. Number of Seats (if not provided in Subfactor 3c)
4. Sample Menus by Meal Period (not included in recommended page response)
5. Annual Number of Guests by Meal Period during most recent completed year/season
6. Average Check during most recent completed year/season
7. Owner or Manager?
8. Length of time under your management
9. Brief Description of Operation
10. All written evaluations or assessments of the Offeror's performance by any governmental entity that authorized or permitted the activity. (not included in recommended page response)

Subfactor 3e: Please describe the Offeror's experience in the operation and management of retail operations. For each operation discussed, please provide the following information: (Recommended maximum response: 1 page per citation)

1. Facility Name

2. Facility Location
3. Amount of Floor Space (if not provided in Subfactor 3c)
4. List of Retail Items Sold (not included in recommended maximum response)
5. Annual Number of Customers during most recent completed year/season
6. Average Revenue per Customer achieved during most recent completed year/season
7. Owner or Manager?
8. Length of time under your management
9. Brief Description of Operation
10. All written evaluations or assessments of the Offeror's performance by any governmental entity that authorized or permitted the activity. (not included in recommended page response)

Subfactor 3f: Please provide examples, with a brief description, of your experience with the planning, design, and construction of facilities similar to those listed in the Concession Facilities Improvement Program. (Recommended maximum response: 5 pages)

Subfactor 3g: Describe your previous experience in addressing environmental issues relevant to the visitor services required and authorized under the Contract. Emphasize your experience related to the environmental issues identified in Subfactor 1a, although other relevant experience should also be presented. (Recommended maximum response: 5 pages)

Subfactor 3h: Human Resources

1. Provide organizational charts for both on- and off-site operations. Include Key Personnel positions comprised of the entire management involved in Contract oversight, from on-site managers to owner(s). (Recommended maximum response: 5 pages, not including resumes)
    - Include names of Key Personnel where possible.
    - Identify role of all identified positions: duties, number of people supervised, estimated hours per week performing role.
    - Identify decision-making authority of on-site managers.
    - Identify the person with whom the National Park Service will deal regarding day-to-day operations and issues.
2. Include principal lines of authority between departments (planning, finance, administration, environmental, operations, maintenance, etc.) and managers.
3. Provide resumes for all Key Personnel according to the format depicted in the Resume/Individual Experience and Related Background form.

BUSINESS ORGANIZATION INFORMATION
PARTNERSHIP OR SOLE PROPRIETOR

Name of Entity	
Address	
Telephone Number	
Fax Number	
Email Address	
Contact Person	
Title	
Tax ID #	
Form of Business: **? Partnership ? Sole Proprietor ? 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**

Attachment:

Partnership Agreement(s)

BUSINESS ORGANIZATION INFORMATION

CORPORATION

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

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

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

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

Attachment:

Partnership/Joint Venture Agreement(s)

RESUME
INDIVIDUAL EXPERIENCE AND RELATED BACKGROUND

Name

Address

Telephone Number

Fax Number

Education, Degrees, Licenses, Designations, Special Skills

Name of Current Employer

Address

Nature of Business

Dates of Employment

Title of Position Most Recently Held

Description of Duties and Responsibilities (Include number of people supervised)

Proposed Role in Concession Service

Qualifications for that Role

Estimated Time per Week Dedicated to that Role

PRINCIPAL SELECTION FACTOR 4. THE FINANCIAL CAPABILITY OF THE OFFEROR TO CARRY OUT ITS PROPOSAL (Scoring: 0 – 5 Points)

Note: In the event the Offeror is not the legal entity that is to be the Concessioner, provide the information described below with respect to both the Offeror (all partners in a joint venture) and the proposed Concessioner. Also describe the Offeror's financial relationship to the proposed Concessioner.

Subfactor 4a. Please prepare the Business Credit Information form provided at the end of this section. Further, demonstrate that you are financially sound and have a history of meeting your financial obligations by providing the following:

1. Audited financial statements for the two most recent fiscal years, with all notes to the financial statements. Financial statements should be provided for the offeror **AND** all parent companies. Personal financial statements must be provided for any owners of a sole proprietorship or partners within a partnership.
2. A **CURRENT** credit report (within the last six months) from a major credit reporting company such as Equifax, Experient or Dunn & Bradstreet.

Subfactor 4b. Please provide your estimate of the acquisition and start-up costs of this business using the Acquisition Cost form included at the end of this section. Explain fully the methodology and the assumptions used to develop the estimate. The information provided should be of sufficient detail to allow a reviewer to fully understand how the estimates were determined. Estimates that are not fully explained may result in a reduced score for this subfactor.

Subfactor 4c. Identify the source(s) of the funds estimated above. Provide compelling documentation of your ability to obtain the funds from these sources. Explain fully the financial arrangements you propose using the following guidelines:

1. Document each source and availability of all funds with your current audited financial statements, financing agreements, letters of commitment, or similar supporting documents.
2. If funds are to be obtained from lending institutions (banks, savings and loans, etc.), include a letter (addressed to the lender and containing all appropriate bank contact information) permitting the lender to release any information to the National Park Service concerning the financing arrangements of this opportunity. Include the contact name on the letter.
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 personal financial statement for the primary source of funds.
    - Documentation of any assets to be sold.
    - Written funding commitment from the individual or corporation.
    - Any other assurances or documentation that make a compelling demonstration that the funds are available.

Subfactor 4d. An element of financial capability is the ability to maintain accounting records in such as manner as to be able to provide the financial reporting information required by the

contract in a timely manner. Describe the accounting system that you intend to use for this contract, and explain how this accounting system will provide the information necessary to complete the Annual Financial Report included in the Appendices, as well as provide a clear audit trail from the Annual Financial Report to the originating records.

Subfactor 4e. Demonstrate that your proposal is financially viable. Using the forms located at the end of this section, and following the guidelines below, provide projected estimates of the revenues and expenses of the concession business in the form of annual prospective income and cash flow statements for the concession contract's term. The National Park Service has provided forms that request the information in the format we desire. These forms may differ from the format and requirements set forth in generally accepted auditing standards (GAAS) with regard to prospective financial statements. The National Park Service does NOT request that the prospective financial statements be reviewed in accordance with GAAS. In situations where the information requested departs from GAAS, the National Park Service requests that the information be provided in the format requested and NOT in conformance with GAAS.

Additional instructions regarding the forms:

1. State and incorporate the annual inflation rate and estimates of real growth you anticipate.
2. You may expand on the information requested on the form, but do not provide less, do not reduce the captions called for, and do not change the order of items.
3. Fully explain the method of preparing the estimates and the 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.
4. In particular, if you intend to assess a Management Fee, or other form of corporate overhead and profit, you must CLEARLY describe what this fee is comprised of (Officer salaries, human resources, accounting, marketing, profit, etc.).
5. Complete all of the forms provided and submit both a hard copy and an Excel spreadsheet file. Failure to provide all of the information requested on these forms may result in a reduced score. Use the outline included in the Operating Assumptions – Prospective Income Statement form. Revenue estimates should be provided by department, and should calculate directly from the bases presented. The financial basis of any projections that show significantly increased revenues and/or decreased expenses from the projections provided in the prospectus should be fully explained.
6. Only projected receipts and expenses related to the services “required” by the contract and those you choose to operate under “authorized” services are to be included in your prospective statements. Your response must also identify who prepared the estimates and their qualifications to do so.

BUSINESS CREDIT INFORMATION

1. Has Offeror ever defaulted from or been terminated from a management or Concession Contract, or been forbidden from contracting by a public agency or private company?

   ? YES ? NO

   If YES, provide full details of the circumstances.

2. List any Foreclosures, Bankruptcies, Transfers in Lieu of Foreclosure and/or Work-Out/Loan Modification Transactions during the *past 10 years*. (If none, so indicate)

Name of Property	City State	Property Type	Approximate Loan Amount	Lender	Year of Event

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

3. Describe any fines or penalties levied by government agencies during the past 10 years. (If none, so indicate)

4. Describe any pending litigation or current lawsuits (other than those covered adequately by insurance) which if adversely resolved would materially impact the financial position of the Offeror.

ACQUISITION AND START-UP COSTS

Acquisition Cost[1]		**$_____**
Possessory Interest (Buildings and Structures)	$_____	
Other Incumbent Concessioner Property		
Furniture, Fixtures and Equipment	$_____	
Merchandise and Supplies	$_____	
Marine Vessels	$_____	
Immediate Purchase of New Items		**$_____**
Furniture, Fixtures and Equipment	$_____	
Merchandise and Supplies	$_____	
Marine Vessels	$_____	
Initial Improvements		**$_____**
Contractual Building Program	$_____	
Initial Replacement	$_____	
Deferred Maintenance	$_____	
Soft Costs [2]		**$ _____**
Working Capital		**$_____**
Total Acquisition Cost		**$_____**

(1) All Offerors must include their estimate of the value of all property intended for use in the new contract.
(2) Provide detail.

PROSPECTIVE INCOME STATEMENT

Annual Projections, by Year, for the Term of the Contract

Gross Receipts[1]

- Lodging
- Food and Beverage
- Retail
- Day Tour
- Camper Drop-off
- Marine Fuel Sales
- Ground Transportation
- Employee Room & Board
- Other (Identify)[2]

Total Gross Receipts

Cost of Sales

- Lodging
- Food & Beverage
- Retail
- Day Tour
- Camper Drop-off
- Marine Fuel Sales
- Ground Transportation
- Employee Room & Board
- Other (Identify)[2]

Total Cost of Sales

Gross Profits

Direct Expenses

- Lodging
  - Payroll and Benefits
  - Other Direct Expenses
- Food & Beverage
  - Payroll and Benefits
  - Other Direct Expenses
- Retail
  - Payroll and Benefits
  - Other Direct Expenses
- Day Tours
  - Payroll and Benefits
  - Other Direct Expenses

PROSPECTIVE INCOME STATEMENT

(continued)

Direct Expenses (cont.)

Camper Drop-off
- Payroll and Benefits
- Other Direct Expenses

Marine Fuel Sales
- Payroll and Benefits
- Other Direct Expenses

Ground Transportation
- Payroll and Benefits
- Other Direct Expenses

Employee Room & Board
- Payroll and Benefits
- Other Direct Expenses

Other (Identify)[2]
- Payroll and Benefits
- Other Direct Expenses

Total Direct Expenses

Undistributed Expenses

Administrative and General
Marketing
Management Fee
Energy
Repair and Maintenance
Other (Identify)

Fixed Expenses

Insurance
Franchise Fee
Maintenance Reserve
Capital Lease Expense (If Applicable)
Other

EBITDA

Interest Expense
Depreciation and Amortization

Net Profit before Taxes

Notes: *(1). The Gross Receipts projection must be based on rates determined by the approval methods set forth in the draft Operating Plan as well as your operating assumptions outlined.*
(2) Please outline specifically your projections related to Authorized Services expressed as part of your response to Selection Subfactor 2d.

OPERATING ASSUMPTIONS – PROSPECTIVE INCOME STATEMENT

Annual Projections, by Year, for Term of the Contract

REVENUE INFLATION
EXPENSE INFLATION

Lodging
- Number of Available Rooms
- Room Nights Sold
- Average Revenue per Room Night Sold

Restaurant
- Number of Covers Sold by Meal Period
- Average Check per Cover by Meal Period

Retail
- Number of Customers by Outlet
- Average Retail Revenue per Customer by Outlet

Day Tour
- Number of Passengers by Revenue/Non-Revenue
- Average Revenue per Paying Passenger

Camper Drop-off Service
- Number of Passengers by Revenue/Non-Revenue
- Average Revenue per Paying Passenger

Fuel Sales
- Number of Gallons (gasoline and diesel) sold by outlet (land/marine)
- Average Revenue per Gallon (gasoline and diesel) by outlet

Other Sales[1]
- Number of Customers by Service Offering (Identify)
- Average Revenue per Customer by Service Offering (Identify)

(1) Please specifically outline your projections related to Authorized Services

PROSPECTIVE CASH FLOW STATEMENT

Annual Projections, by Year, for the Term of the Contract

CASH FLOW

Operating Activities

Net Income

Adjustment to Reconcile Net Income to Net Cash Provided by Operating Activities

Depreciation and Amortization

Gain/Loss on Sale of Fixed Assets

Other

_____

_____

Net Cash Provided by Operating Activities

Financing Activities

Dividends

Notes Payable

Other

_____

_____

Net Cash Used in Financing Activities

Investment Activities

Purchase of Fixed Assets

Proceeds from Sale of Assets

Other

_____

_____

Net Cash Used in Investing Activities

TOTAL CASH FLOW

Cash - Beginning of the year

Cash - End of the year

PRINCIPAL SELECTION FACTOR 5. FRANCHISE FEE AND OTHER FORMS OF FINANCIAL CONSIDERATION TO THE DIRECTOR (Scoring: 0 – 4 Points)

The minimum franchise fee acceptable to the National Park Service is 3.0 percent of gross receipts.

The offer of a higher franchise fee than this minimum is generally beneficial to the Service and accordingly generally will result in a higher score under this selection factor. However, consideration of revenue to the United States will be 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.

State the franchise fee that you propose. Such fee must at least equal the minimum franchise fee set forth above. Express this fee as a percentage of annual gross receipts. Be advised that the franchise fee you propose must be supported by the financial estimates provided in response to Subfactor 4e. If your projected revenue and expense estimates are found to be unreasonable, it may reflect on the scoring.

SECONDARY SELECTION FACTOR 1. THE QUALITY OF THE OFFEROR'S PROPOSAL TO CONDUCT ITS OPERATIONS IN A MANNER THAT FURTHERS THE PROTECTION, CONSERVATION AND PRESERVATION OF PARK AREA AND OTHER RESOURCES THROUGH ENVIRONMENTAL MANAGEMENT PROGRAMS AND ACTIVITIES, INCLUDING, WITHOUT LIMITATION, ENERGY CONSERVATION, WASTE REDUCTION, AND RECYCLING. (Scoring: 0-3 Points)

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

Subfactor 1. Energy Conservation.

Please describe the steps you will take to conserve energy resources (i.e., gasoline, oil, propane, etc.) in the conduct of your operations under the contract. Include specific goals, actions, steps or programs that you commit to adopt and implement in this regard. Also include a description of how you intend to measure and monitor the effectiveness of your goals, actions, steps or programs.

Subfactor 2. Waste Reduction.

Please describe the steps you will take to prevent or decrease the amount of waste being generated through waste prevention including recycling or purchasing environmentally preferable products in the conduct of your operations under the contract. Include specific goals, actions, steps or programs that you commit to adopt and implement in this regard. Also include a description of how you intend to measure and monitor the effectiveness of your actions, steps or programs.

Subfactor 3. Environmental Purchasing.

Please address programs or strategies you would use to advance environmental purchasing. Environmentally purchasing refers to purchasing products or services that have a lesser or reduced effect on human health and the environmental when compared with competing products or services that serve the same purpose (i.e. purchasing less toxic chemicals; purchasing environmentally preferable paper products that contain recycled products and/or are biodegradable; purchasing locally grown, organic and/or sustainable food and beverage products). Include specific goals, actions, steps or programs that you commit to adopt and implement in this regard.

Subfactor 4. Environmental Education.

Please discuss programs or strategies you will implement to educate visitors and/or customers about specific Park resource impacts and issues, environmental stewardship and management. Identify specific goals, actions, steps or programs that you commit to adopt and implement in this regard.

Subfactor 5. Other Environmental Programs and Actions.

Please describe any other innovative strategies you propose to undertake that address environmental issues not mentioned in Principal Selection Factor 1 and Secondary Selection Factor 1a). Include specific goals. actions, steps or programs that you commit to adopt and implement in this regard.

SECONDARY SELECTION FACTOR 2. THE QUALITY OF THE OFFEROR'S PROPOSAL WITH REGARD TO OPERATION OF THE CAMPER DROP-OFF SERVICE. (Scoring 0-3 Points)

The Service recognizes the connection between a quality visitor service experience on the day tour boat and the opportunity to view wildlife and scenery. Providing the camper drop-off service as part of the day tour, while offering the visitor exposure to a popular way to experience Alaska, also minimizes the amount of time that can be spent experiencing the bay. Accordingly, an Offeror who proposes to provide these services using a separate, smaller vessel, would be viewed more favorably in the selection process. Please indicate in your proposal how you would offer the camper drop-off service. If using a separate vessel, provide vessel specifications similar to the presentation in Selection Factor 2, Subfactor 1a. (Recommended maximum response: 3 pages)

UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

GLACIER BAY NATIONAL PARK & PRESERVE

BARTLETT COVE

LODGING, FOOD & BEVERAGE, TOUR & OTHER SPECIFIED SERVICES

CONCESSION CONTRACT NO.GLBA001-04

[Name of Concessioner]

[Address, including email address and phone number]

Doing Business As

Covering the Period

January 1, 2004 through **December 31, 2013**

DRAFT

DRAFT CONCESSION CONTRACT
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Exhibit I: Insurance Requirements

[CORPORATION]

THIS CONTRACT is made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service, through the Regional Director of the **Alaska** Region, (hereinafter referred to as the ``Director''), and _____, a corporation organized and existing under the laws of the State of _____ (hereinafter referred to as the ``Concessioner''):

[PARTNERSHIP]

THIS CONTRACT is made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service, through the Regional Director of the **Alaska** Region, hereinafter referred to as the ``Director'', and _____ a partnership organized under the laws of the State of _____, hereinafter referred to as the ``Concessioner'':

[SOLE PROPRIETORSHIP]

THIS CONTRACT made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service, through the Regional Director of the **Alaska** Region, hereinafter referred to as the ``Director,'' and, _____, an individual of, doing business as _____, hereinafter referred to as the ``Concessioner'':

WITNESSETH:

THAT WHEREAS, Glacier Bay National Park & Preserve is administered by the Director as a unit of the national park system to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such Area unimpaired for the enjoyment of future generations; and

WHEREAS, to accomplish these purposes, the Director has determined that certain visitor services are necessary and appropriate for the public use and enjoyment of the Area and should be provided for the public visiting the Area; and

WHEREAS, the Director desires the Concessioner to establish and operate these visitor services at reasonable rates under the supervision and regulation of the Director; and

WHEREAS, the Director desires the Concessioner to conduct these visitor services in a manner that demonstrates sound environmental management, stewardship, and leadership;

NOW, Therefore, pursuant to the authority contained in the Acts of August 25, 1916 (16 U.S.C. 1, 2-4), and November 13, 1998 (Pub. L. 105-391), and other laws that supplement and amend the Acts, the Director and the Concessioner agree as follows:

SEC. 1. TERM OF CONTRACT

This Concession Contract No. GLBA001-04 (“CONTRACT”) shall be effective as of January 1, 2004, and shall be for the term of approximately ten (10) years until its expiration on December 31, 2013, if the Concessioner satisfactorily completes the Concession Facilities Improvement Program described in Section 9(d) of this CONTRACT. If the Concessioner fails to complete this program to the satisfaction of the Director within the time specified, then this CONTRACT shall expire on October 1, 2006. The Director may extend this shortened term (but not beyond the original date of expiration of this CONTRACT) in circumstances where the Director determines that the delay resulted from events beyond the control of the Concessioner.

SEC. 2. 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 (e.g., 36 CFR Part 51), 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) ``Best Management Practices'' or ``BMPs'' are policies and 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. BMPs are expected to change from time to time as technology evolves with a goal of sustainability of the Concessioner's operations. Sustainability of operations refers to operations that have a restorative or net positive impact on the environment.

(d) ``Capital Improvement'' shall have the meaning set forth in Exhibit A to this CONTRACT.

(e) ``Concession Facilities'' shall mean all Area lands assigned to the Concessioner under this CONTRACT and all real property improvements assigned to or constructed by the Concessioner under this CONTRACT. The United States retains title and ownership to all Concession Facilities.

(f) ``Days'' shall mean calendar days.

(g) ``Director'' means the Director of the National Park Service, acting on behalf of the Secretary of the Interior and the United States, and his duly authorized representatives.

(h) ``Exhibit'' or ``Exhibits'' shall mean the various exhibits, which are attached to this CONTRACT, each of which is hereby made a part of this CONTRACT.

(i) ``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, including gross receipts of subconcessioners as herein defined, 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 shall not exceed the amount actually due or paid government agencies; and
(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, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts. All revenues received from charges for in-room telephone or computer access shall be included in gross receipts.

(j) ``Gross receipts of subconcessioners'' means the total amount received or realized by, or accruing to, subconcessioners from all sources, as a result of the exercise of the rights conferred by a subconcession contract. A subconcessioner will report all of its gross receipts to the Concessioner without allowances, exclusions, or deductions of any kind or nature.

(k) ``Leasehold Surrender Interest'' shall have the meaning set forth in Exhibit A to this CONTRACT.

(l) ``Leasehold Surrender Interest Value'' or the ``value'' of a Leasehold Surrender Interest shall have the meaning set forth in Exhibit A to this CONTRACT.

(m) ``Major Rehabilitation'' shall have the meaning set forth in Exhibit A to this CONTRACT.

(n) ``Possessory Interest'' shall have the meaning set forth in Exhibit A to this CONTRACT.

(o) ``Real Property Improvements'' shall have the meaning set forth in Exhibit A to this CONTRACT.

(p) ``Subconcessioner'' means a third party that, with the approval of the Director, has been granted by a concessioner rights to operate under a concession contract (or any portion thereof), whether in consideration of a percentage of revenues or otherwise.

(q) ``Superintendent'' means the manager of the Area.

(r) ``Visitor services'' means the accommodations, facilities and services that the Concessioner is required and/or authorized to provide by section 3(a) of this CONTRACT.

SEC. 3. SERVICES AND OPERATIONS

(a) Required and Authorized Visitor Services
During the term of this CONTRACT, the Director requires and authorizes the Concessioner to provide the following visitor services, based at Bartlett Cove, for the public within the Area:

(1) Required Visitor Services. The Concessioner is required to provide the following visitor services during the term of this CONTRACT:

- Lodging Services: Operation of Glacier Bay Lodge
- Day Tour Boat Services: Daily tour of Glacier Bay National Park & Preserve
- Food and Beverage Services: Operation of the Glacier Bay Lodge restaurant
- Retail Services: Lodge gift and sundry shop and Day Tour Boat sundry sales
- Ground Transportation: Scheduled service between Gustavus and Bartlett Cove
- Marine Fuel Service: Sale of marine gasoline and diesel fuel, camper stove fuel and common marine oils and lubricants
- Camper Drop-Off: Daily drop-off and pick-up of campers and kayaks
- Baggage Storage: Storage of visitor baggage
- Other Services: Public Telephones, Showers & Laundry

(2) Authorized Visitor Services. The Concessioner is authorized but not required to provide the following visitor services during the term of this CONTRACT:

- Food and Beverage Services: Room service
- Retail Services: Day tour boat gift & souvenir sales
- Ground Transportation: "On-Demand" service between Gustavus and Bartlett Cove
- Vehicle Fuel Service: Vehicle fuel sales
- Vending machines
- Other Services: Recreational equipment rental (excluding kayaks), minor vessel repair and towing services, and booking services for area activities

(b) Operation and Quality of Operation

1) The Concessioner shall provide, operate and maintain the required and authorized visitor services and any related support facilities and services in accordance with this CONTRACT to such an extent and in a manner considered satisfactory by the Director. Except for any such items that may be provided to the Concessioner by the Director, the Concessioner shall provide the plant, personnel, equipment, goods, and commodities necessary for providing, operating and maintaining the required and authorized visitor services in accordance with this CONTRACT. The Concessioner's authority to provide visitor services under the terms of this CONTRACT is non-exclusive.

2) The Concessioner is required to provide employee housing and an on-site employee dining program.

(c) Operating Plan

The Director, acting through the Superintendent, shall establish and revise, as necessary, specific requirements for the operations of the Concessioner under this CONTRACT in the form of an Operating Plan (including, without limitation, a risk management program, that must be adhered to by the Concessioner). The initial Operating Plan is attached to this CONTRACT as Exhibit B. The Director in his discretion, after consultation with the Concessioner, may make reasonable modifications to the initial Operating Plan that are in furtherance of the purposes of this CONTRACT and are not inconsistent with the terms and conditions of the main body of this CONTRACT.

(d) Merchandise and Services

(1) The Director reserves the right to determine and control the nature, type and quality of the visitor services described in this CONTRACT, including, but not limited to, the nature, type, and quality of merchandise, if any, to be sold or provided by the Concessioner within the Area.

2) 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.

(3) The Concessioner, where applicable, will develop and implement a plan satisfactory to the Director that will assure that gift merchandise, if any, to be sold or provided reflects the purpose and significance of the Area, including, but not limited to, merchandise that reflects the conservation of the Area's resources or the Area's geology, wildlife, plant life, archeology, local Native American culture, local ethnic culture, and historic significance.

(e) Rates

All rates and charges to the public by the Concessioner for visitor services shall be reasonable and appropriate for the type and quality of facilities and/or services required and/or authorized under this CONTRACT. The Concessioner's rates and charges to the public must be approved by the Director in accordance with Applicable Laws and guidelines promulgated by the Director from time to time.

(f) Impartiality as to Rates and Services

(1) Subject to Section (f)(2) and (f)(3), in providing visitor services, the Concessioner must require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner shall comply with all Applicable Laws relating to nondiscrimination in providing visitor services to the public including, without limitation, those set forth in Exhibit C.

(2) The Concessioner may grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted under this CONTRACT. However, the Director reserves the right to review and modify the Concessioner's complimentary or reduced rate policies and practices as part of its rate approval process.

(3) The Concessioner will provide Federal employees conducting official business reduced rates for lodging, essential transportation and other specified services necessary for conducting official business in accordance with guidelines established by the Director. Complimentary or reduced rates and charges shall otherwise not be provided to Federal employees by the Concessioner except to the extent that they are equally available to the general public.

SEC. 4. CONCESSIONER PERSONNEL

(a) Employees

(1) The Concessioner shall provide all personnel necessary to provide the visitor services required and authorized by this CONTRACT.

(2) The Concessioner shall comply with all Applicable Laws relating to employment and employment conditions, including, without limitation, those set forth in Exhibit C.

(3) The Concessioner shall ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public. The Concessioner shall have its employees who come in direct contact with the public, so far as practicable, wear a uniform or badge by which they may be identified as the employees of the Concessioner.

(4) The Concessioner shall establish pre-employment screening, hiring, training, employment, termination and other policies and procedures for the purpose of providing visitor services through its employees in an efficient and effective manner and for the purpose of maintaining a healthful, law abiding, and safe working environment for its employees. The Concessioner shall conduct appropriate background reviews of applicants to whom an offer for employment may be extended to assure that they conform to the hiring policies established by the Concessioner.

(5) The Concessioner shall ensure that its employees are provided the training needed to provide quality visitor services and to maintain up-to-date job skills.

(6) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Director to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and shall take such actions as are necessary to correct the situation.

(7) The Concessioner shall maintain, to the greatest extent possible, a drug free environment, both in the workplace and in any Concessioner employee housing, within the Area.

(8) The Concessioner shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and in the Area, and specifying the actions that will be taken against employees for violating this prohibition. In addition, the Concessioner shall establish a drug-free awareness program to inform employees about the danger of drug abuse in the workplace and the Area, the availability of drug counseling, rehabilitation and employee assistance programs, and the Concessioner's policy of maintaining a drug-free environment both in the workplace and in the Area.

(9) The Concessioner shall take appropriate personnel action, up to and including termination or requiring satisfactory participation in a drug abuse or rehabilitation program which is approved by a Federal, State, or local health, law enforcement or other appropriate agency, for any employee that is found to be in violation of the prohibition on the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

(b) Employee Housing and Recreation

(1) If the Concessioner is required to provide employee housing under this CONTRACT, the Concessioner's charges to its employees for this housing must be reasonable.

(2) Because the visitor services required and/or authorized under this CONTRACT are located in a remote or isolated area, the Concessioner shall provide appropriate employee recreational activities.

SEC. 5. LEGAL, REGULATORY, AND POLICY COMPLIANCE

(a) Legal, Regulatory and Policy Compliance

This CONTRACT, operations thereunder by the Concessioner and the administration of it by the Director, shall be 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. Certain Applicable Laws governing protection of the environment are further described in this CONTRACT. Certain Applicable Laws relating to nondiscrimination in employment and providing accessible facilities and services to the public are further described in this CONTRACT.

(b) Notice

The Concessioner shall give the Director immediate written notice of any violation of Applicable Laws by the Concessioner, including its employees, agents or contractors, and, at its sole cost and expense, must promptly rectify any such violation.

(c) How and Where to Send Notice

All notices required by this CONTRACT shall be in writing and shall be served on the parties at the following addresses. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices sent to the Director shall be sent to the following address:

Superintendent
Glacier Bay National Park & Preserve
PO Box 140
Gustavus, AK 99826-0140

Notices sent to the Concessioner shall be sent to the following address:

Concessioner
Address
Attention:

SEC. 6. ENVIRONMENTAL AND CULTURAL PROTECTION

(a) Environmental Management Objectives

The Concessioner shall meet the following environmental management objectives (hereinafter ``Environmental Management Objectives") in the conduct of its operations under this CONTRACT:

(1) The Concessioner, including its employees, agents and contractors, shall comply with all Applicable Laws pertaining to the protection of human health and the environment.

(2) The Concessioner shall incorporate Best Management Practices (BMPs) in its operation, construction, maintenance, acquisition, provision of visitor services, and other activities under this CONTRACT.

(b) Environmental Management Program

(1) The Concessioner shall develop, document, implement, and comply fully with, to the satisfaction of the Director, a comprehensive written Environmental Management Program (EMP) to achieve the Environmental Management Objectives. The initial EMP shall be developed and submitted to the Director for approval within sixty days of the effective date of this CONTRACT. The Concessioner shall submit to the Director for approval a proposed updated EMP annually.

(2) The EMP shall account for all activities with potential environmental impacts conducted by the Concessioner or to which the Concessioner contributes. The scope and complexity of the EMP may vary based on the type, size and number of Concessioner activities under this CONTRACT.

(3) The EMP shall include, without limitation, the following elements:

(i) Policy. The EMP shall provide a clear statement of the Concessioner's commitment to the Environmental Management Objectives.

(ii) Goals and Targets. The EMP shall identify environmental goals established by the Concessioner consistent with all Environmental Management Objectives. The EMP shall also identify specific targets (i.e., measurable results and schedules) to achieve these goals.

(iii) Responsibilities and Accountability. The EMP shall identify environmental responsibilities for Concessioner employees and contractors. The EMP shall include the designation of an environmental program manager. The EMP shall include procedures for the Concessioner to implement the evaluation of employee and contractor performance against these environmental responsibilities.

(iv) Documentation. The EMP shall identify plans, procedures, manuals, and other documentation maintained by the Concessioner to meet the Environmental Management Objectives.

(v) Documentation Control and Information Management System. The EMP shall describe (and implement) document control and information management systems to maintain knowledge of Applicable Laws and BMPs. In addition, the EMP shall identify how the Concessioner will manage environmental information, including without limitation, plans, permits, certifications, reports, and correspondence.

(vi) Reporting. The EMP shall describe (and implement) a system for reporting environmental information on a routine and emergency basis, including providing reports to the Director under this CONTRACT.

(vii) Communication. The EMP shall describe how the environmental policy, goals, targets, responsibilities and procedures will be communicated throughout the Concessioner's organization.

(viii) Training. The EMP shall describe the environmental training program for the Concessioner, including identification of staff to be trained, training subjects, frequency of training and how training will be documented.

(ix) Monitoring, Measurement, and Corrective Action. The EMP shall describe how the Concessioner will comply with the EMP and how the Concessioner will self-assess its performance under the EMP, at least annually, in a manner consistent with NPS protocol regarding audit of NPS operations. The self-assessment should ensure the Concessioner's conformance with the Environmental Management Objectives and measure performance against environmental goals and targets. The EMP shall also describe procedures to be taken by the Concessioner to correct any deficiencies identified by the self-assessment.

(c) Environmental Performance Measurement

The Concessioner shall be evaluated by the Director on its environmental performance under this CONTRACT, including, without limitation, compliance with the approved EMP, on at least an annual basis.

(d) Environmental Data, Reports, Notifications, and Approvals

(1) Inventory of Hazardous Substances and Inventory of Waste Streams. The Concessioner shall submit to the Director, at least annually, an inventory of federal Occupational Safety and Health Administration (OSHA) designated hazardous chemicals used and stored in the Area by the Concessioner. The Director may prohibit the use of any OSHA hazardous chemical by the Concessioner in operations under this CONTRACT. The Concessioner shall 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 shall also submit to the Director, at least annually, an inventory of all waste streams generated by the Concessioner under this CONTRACT. Such inventory shall include any documents, reports, monitoring data, manifests, and other documentation required by Applicable Laws regarding waste streams.

(2) Reports. The Concessioner shall 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 shall 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.

(3) Notification of Releases. The Concessioner shall 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.

(4) Notice of Violation. The Concessioner shall 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.

(5) Communication with Regulatory Agencies. The Concessioner shall 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 shall 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 shall allow the Director to participate in any such communications. The Concessioner shall also provide timely notice to the Director following any unplanned communications between regulatory agencies and the Concessioner.

(e) Corrective Action

(1) The Concessioner, at its sole cost and expense, shall promptly control and contain any discharge, release or threatened release, as set forth in this section, or any threatened or actual violation, as set forth in this section, arising in connection with the Concessioner's operations under this CONTRACT, including, but not limited to, payment of any fines or penalties imposed by appropriate agencies. Following the prompt control or containment of any release, discharge or violation, the Concessioner shall take all response actions necessary to remediate the release, discharge or violation, and to protect human health and the environment.

(2) Even if not specifically required by Applicable Laws, the Concessioner shall comply with directives of the Director to clean up or remove any materials, product or by-product used, handled, stored, disposed, or transported onto or into the Area by the Concessioner to ensure that the Area remains in good condition.

(f) Indemnification and Cost Recovery for Concessioner Environmental Activities

(1) The Concessioner shall indemnify the United States in accordance with section 12 of this CONTRACT from all losses, claims, damages, environmental injuries, expenses, response costs, allegations or judgments (including, without limitation, fines and penalties) and expenses (including, without limitation, attorneys fees and experts' fees) arising out of the activities of the Concessioner, its employees, agents and contractors pursuant to this section. Such indemnification shall survive termination or expiration of this CONTRACT.

(2) 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 shall be liable for and shall pay to the Director any costs of the Director associated with such action upon demand. Nothing in this section shall preclude the Concessioner from seeking to recover costs from a responsible third party.

(g) Weed and Pest Management

The Concessioner shall be responsible for managing weeds, and through an integrated pest management program, harmful insects, rats, mice and other pests on Concession Facilities assigned to the Concessioner under this CONTRACT. All such weed and pest management activities shall be in accordance with Applicable Laws and guidelines established by the Director.

(h) Protection of Cultural and Archeological Resources.

The Concessioner shall ensure that any protected sites and archeological resources within the Area are not disturbed or damaged by the Concessioner, including the Concessioner's employees, agents and contractors, except in accordance with Applicable Laws, and only with the prior approval of the Director. Discoveries of any archeological resources by the Concessioner shall be promptly reported to the Director. The Concessioner shall cease work or other disturbance which may impact any protected site or archeological resource until the Director grants approval, upon such terms and conditions as the Director deems necessary, to continue such work or other disturbance.

SEC. 7. INTERPRETATION OF AREA RESOURCES

(a) Concessioner Obligations

(1) The Concessioner shall provide all visitor services in a manner that is consistent with and supportive of the interpretive themes, goals and objectives of the Area as reflected in Area planning documents, mission statements and/or interpretive prospectuses.

(2) The Concessioner may assist in Area interpretation at the request of the Director to enhance visitor enjoyment of the Area. Any additional visitor services that may result from this assistance must be recognized in writing through written amendment of Section 3 of this CONTRACT.

(3) The Concessioner is encouraged to develop interpretive materials or means to educate visitors about environmental programs or initiatives implemented by the Concessioner.

(b) Director review of content

The Concessioner must submit the proposed content of any interpretive programs, exhibits, displays or materials, regardless of media format (i.e. printed, electronic, or broadcast media), to the Director for review and approval prior to offering such programs, exhibits, displays or materials to Area visitors.

SEC. 8. CONCESSION FACILITIES USED IN OPERATION BY THE CONCESSIONER

(a) Assignment of Concession Facilities

(1) The Director hereby assigns the following Concession Facilities to the Concessioner for the purposes of this CONTRACT:

> (i) certain parcels of Area land as described in Exhibit D upon which, among other matters, the Concessioner may be authorized to construct real property; and
>
> (ii) certain real property improvements described in Exhibit D in existence as of the effective date of this CONTRACT, as may be modified from time to time to include additional real property improvements completed in accordance with the terms and conditions of this CONTRACT.

(2) The Director shall from time to time amend Exhibit D to reflect changes in Concession Facilities assigned to the Concessioner, including, without limitation, amending Exhibit D to reflect the addition of real property improvements completed in accordance with the terms and conditions of this CONTRACT and to reflect the withdrawal of concession facilities as set forth below.

(b) Concession Facilities Withdrawals

The Director may withdraw all or portions of these Concession Facilities assignments at any time during the term of this CONTRACT if:

(1) the withdrawal is necessary for the purpose of conserving, preserving or protecting Area resources or visitor enjoyment or safety;

(2) the operations utilizing the assigned Concession Facilities have been terminated or suspended by the Director; or

(3) land or real property improvements assigned to the Concessioner are no longer necessary for the concession operation.

(c) Effect of Withdrawal

Any permanent withdrawal of assigned Concession Facilities which the Director or the Concessioner considers to be essential for the Concessioner to provide the visitor services required by this CONTRACT will be treated as a termination of this CONTRACT pursuant to Section 16. The Concessioner will be compensated pursuant to Section 17 for the value of any Leasehold Surrender Interest it may have, if any, in permanently withdrawn Concession Facilities. No other compensation is due the Concessioner in these circumstances.

(d) Right of Entry

The Director shall have the right at any time to enter upon or into the Concession Facilities assigned to the Concessioner under this CONTRACT for any purpose he may deem necessary for the administration of the Area.

(e) Personal Property

(1) Personal Property Provided by the Concessioner. The Concessioner shall provide all personal property, including without limitation removable equipment, furniture and goods, necessary for its operations under this CONTRACT, unless such personal property is provided by the Director as set forth in subsection (e)(2).

(2) Personal Property Provided by the Government. The Director may provide certain items of government personal property, including without limitation removable equipment, furniture and goods, for the Concessioner's use in the performance of this CONTRACT. The Director hereby assigns government personal property listed in Exhibit E to the Concessioner as of the effective date of this CONTRACT. This Exhibit E will be modified from time to time by the Director as items may be withdrawn or additional items added. The Concessioner shall be accountable to the Director for the government personal property assigned to it and shall be responsible for maintaining the property as necessary to keep it in good and operable condition. If the property ceases to be serviceable, it shall be returned to the Director for disposition.

(f) Condition of Concession Facilities

The Concessioner has inspected the Concession Facilities and any assigned government personal property, is thoroughly acquainted with their condition, and accepts the Concession Facilities, and any assigned government personal property, ``as is."

(g) Utilities Provided by the Director

The Director may provide utilities to the Concessioner for use in connection with the operations required or authorized hereunder when available and at rates to be determined in accordance with Applicable Laws.

(h) Utilities Not Provided by the Director

If the Director does not provide utilities to the Concessioner, the Concessioner shall, with the written approval of the Director and under any requirements that the Director shall prescribe, secure necessary utilities at its own expense from sources outside the Area or shall install the utilities within the Area with the written permission of the Director, subject to the following conditions:

(1) Any water rights deemed necessary by the Concessioner for use of water on Area or other federal lands must be acquired at the Concessioner's expense in accordance with applicable State procedures and law. Upon expiration or termination of this CONTRACT for any reason, the Concessioner must assign these water rights to the United States without compensation, and these water rights will become the property of the United States;

(2) If requested by the Director, the Concessioner must provide to the Director any utility service provided by the Concessioner under this section to such extent as will not unreasonably restrict anticipated use by the Concessioner. Unless otherwise agreed by the Concessioner and the Director in writing, the rate per unit charged the Director for such service shall be approximately the average cost per unit of providing such service; and

(3) All appliances and machinery to be used in connection with the privileges granted in this subsection, as well as the plans for location and installation of such appliances and machinery, shall first be approved by the Director.

SEC. 9. CONSTRUCTION OR INSTALLATION OF REAL PROPERTY IMPROVEMENTS

(a) Construction of Real Property Improvements

The Concessioner may construct or install upon lands assigned to the Concessioner under this CONTRACT only those real property improvements that are determined by the Director to be necessary and appropriate for the conduct by the Concessioner of the visitor services required and/or authorized under this CONTRACT. Construction or installation of real property improvements may occur only after the written approval by the Director of their location, plans, and specifications. The form and content of the application and the procedures for such approvals, as may be modified by the Director from time to time, are set forth in Exhibit F. All real property improvements constructed or installed by the Concessioner will immediately become the property of the United States and be considered Concession Facilities.

(b) Removal of Real Property Improvements

(1) The Concessioner may not remove, dismantle, or demolish real property improvements in the Area without the prior approval of the Director.

(2) Any salvage resulting from the authorized removal, severance or demolition of a real property improvement within the Area shall be the property of the United States.

(3) In the event that an assigned real property improvement is removed, abandoned, demolished, or substantially destroyed and no other improvement is constructed on the site, the Concessioner, at its expense, shall promptly, upon the request of the Director, restore the site as nearly as practicable to its original condition.

(c) Leasehold Surrender Interest

(1) This CONTRACT hereby provides the Concessioner, subject to all applicable definitions, requirements and limitations of this CONTRACT and Exhibit A, a Leasehold Surrender Interest in Capital Improvements constructed by the Concessioner under the terms of this CONTRACT, including, but not limited to, those Capital Improvements constructed as part of the Concession Facilities Improvement Program and those Capital Improvements which result from the Major Rehabilitation of an existing real property improvement. Upon completion of a Major Rehabilitation by the Concessioner, an existing real property improvement assigned to the Concessioner in which the Concessioner had no Leasehold Surrender Interest prior to the Major Rehabilitation shall be considered as a Capital Improvement for all purposes of this CONTRACT.

(2) This CONTRACT may provide the Concessioner a Leasehold Surrender Interest in real property improvements resulting from possessory interest obtained under the terms of a possessory interest concession contract. Exhibit G describes the real property improvements, if any, in which the Concessioner has such a Leasehold Surrender Interest and states the value of this Leasehold Surrender Interest as of the effective date of this CONTRACT.

(3) The Concessioner shall not obtain Leasehold Surrender Interest under this CONTRACT except as may be provided in Exhibit A and Exhibit F. Among other matters, no Leasehold Surrender Interest shall be obtained as a result of expenditures from the Repair and Maintenance Reserve described in this CONTRACT, and this CONTRACT does not provide a Leasehold Surrender Interest as a result of expenditures for repair and maintenance of Concession Facilities of any nature.

(d) Concession Facilities Improvement Program

(1) The Concessioner shall undertake and complete an improvement program (hereinafter ``Concession Facilities Improvement Program'') costing no more than $1,665,000 (in 2002 dollars) as adjusted for each project to reflect par

value in the year of actual construction in accordance with the appropriate indexes of the Department of Labor's CPI-U Index, as published by the Department of Labor.

(2) The Concession Facilities Improvement Program is:

PROJECT	ESTIMATED COST OF PROJECT	START DATE	COMPLETION DATE
(1) Deferred Maintenance	$115,000	2004	May 1, 2005
(2) Replace Phone System	$25,000	2004	May 1, 2005
(3) Construct New Maintenance Shed	$25,000	2005	May 1, 2006
(4) Construct New Employee Housing	$1,500,000	2005	May 1, 2006
TOTAL, Required Building Program	**$1,665,000.00**		

The size, scope, and location of each project may be adjusted to address planning and other circumstances. However, the requirements set forth in Section 9(d)(1) shall not change.

(3) The Concessioner shall commence the Concession Facilities Improvement Program within 60 days of the commencement of this Contract in a manner that demonstrates to the satisfaction of the Director that the Concessioner is in good faith carrying the Concession Facilities Improvement Program forward reasonably under the circumstances. No construction may begin until the Concessioner receives written approval from the Director of plans and specifications in accordance with Exhibit F. During the period of construction, the Concessioner shall provide the Director with such evidence or documentation, as may be satisfactory to the Director, to demonstrate that the Concession Facilities Improvement Program duly is being carried forward.

(4) The Concessioner shall complete and have the real property improvements available for public use on or before 10/01/06. The Director may extend this date in circumstances where the Director determines that the delay resulted from events beyond the control of the Concessioner.

SEC. 10. MAINTENANCE

(a) Maintenance Obligation

The Concessioner shall be solely responsible for maintenance, repairs, housekeeping, and groundskeeping for all Concession Facilities to the satisfaction of the Director.

(b) Maintenance Plan

For these purposes, the Director, acting through the Superintendent, shall undertake appropriate inspections, and shall establish and revise, as necessary, a Maintenance Plan consisting of specific maintenance requirements, which shall be adhered to by the Concessioner. The initial Maintenance Plan is set forth in Exhibit H. The Director in his discretion may make reasonable modifications to the Maintenance Plan from time to time after consultation with the Concessioner. Such modifications shall be in furtherance of the purposes of this CONTRACT and shall not be inconsistent with the terms and conditions of the main body of this CONTRACT.

(c) Repair and Maintenance Reserve

(1) The Concessioner shall establish and manage a Repair and Maintenance Reserve. The funds in this Reserve shall be used to carry out, on a project basis in accordance with Exhibits F and H, repair and maintenance of Concession Facilities that are non-recurring within a seven-year time frame. Such projects may include repair or replacement of foundations, building frames, window frames, sheathing, subfloors, drainage, rehabilitation of building systems such as electrical, plumbing, built-in heating and air conditioning, roof replacement and similar projects. Projects will be carried out by the Concessioner as the Director shall direct in writing in advance of any expenditure being made and

in accordance with project proposals approved by the Director. No projects may be commenced until the Concessioner receives written approval from the Director.

(2) Projects paid for with funds from the Repair and Maintenance Reserve will not include routine, operational maintenance of facilities or housekeeping and groundskeeping activities. Nothing in this section shall lessen the responsibility of the Concessioner to carry out the maintenance and repair of Concession Facilities or housekeeping and groundskeeping responsibilities as required by this CONTRACT from Concessioner funds exclusive of the funds contained in the Repair and Maintenance Reserve.

(3) The Concessioner shall establish within its accounting system a Repair and Maintenance Reserve. The Concessioner shall debit to this Reserve, within fifteen (15) days after the last day of each month that the Concessioner operates a sum equal to: one percent (1.0 %) of the Concessioner's gross receipts for the previous month. If the Concessioner fails to make timely debits to the Repair and Maintenance Reserve, the Director may terminate this CONTRACT for default or may require the Concessioner to post a bond in an amount equal to the estimated annual Repair and Maintenance Reserve allocation, based on the preceding year's gross receipts.

(4) The balance in the Repair and Maintenance Reserve shall be available for projects in accordance with the Reserve's purpose. For all expenditures made for each project from the Repair and Maintenance Reserve, the Concessioner shall maintain auditable records including invoices, billings, canceled checks, and other documentation satisfactory to the Director. Failure to expend Repair and Maintenance Reserve Funds when directed by the Director shall be considered as a material breach of this CONTRACT for which the Director may seek monetary damages and other legal relief, including, without limitation, termination of this CONTRACT.

(5) Repair and Maintenance Reserve funds shall not be used for a major rehabilitation as defined in this CONTRACT. The Concessioner shall obtain no ownership, Leasehold Surrender Interest, or other compensable interest as a consequence of the expenditure of Repair and Maintenance Reserve funds.

(6) Any Repair and Maintenance Reserve funds not duly expended by the Concessioner as of the termination or expiration of this CONTRACT shall be retained by the Concessioner (subject to otherwise applicable terms and conditions of this CONTRACT).

SEC. 11. FEES

(a) Franchise Fee

(1) For the term of this CONTRACT, the Concessioner shall pay to the Director for the privileges granted under this CONTRACT a franchise fee equal to _____ percent (_____ %) of the Concessioner's gross receipts for the preceding year or portion of a year.

(2) Neither the Concessioner nor the Director shall have a right to an adjustment of the fees except as provided below. 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 percentage of gross receipts 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 by the Concessioner using the Treasury Financial Communications System.

(c) Interest

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

(d) 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'' shall 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 shall 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 shall 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 shall 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 shall 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 shall continue to make the established franchise fee payments required by this CONTRACT.

SEC. 12. INDEMNIFICATION AND INSURANCE

(a) 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 shall survive the termination or expiration of this CONTRACT.

(b) Insurance in General

(1) The Concessioner shall 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 this CONTRACT as determined by the Director. The initial insurance requirements are set forth below and in Exhibit I. Any changed or additional requirements that the Director determines necessary must be reasonable and consistent with the types and coverage amounts of insurance a prudent businessperson would purchase in similar circumstances . The Director shall approve the types and amounts of insurance coverage purchased by the Concessioner.

(2) 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.

(3) At the request of the Director, the Concessioner shall 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 shall 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.

(c) Commercial Public Liability

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

(2) This insurance shall be in the amount commensurate with the degree of risk and the scope and size of the activities required and/or authorized under this CONTRACT, as more specifically set forth in Exhibit I. Furthermore, the commercial general liability package shall provide no less than the coverages and limits described in Exhibit I.

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

(4) From time to time, as conditions in the insurance industry warrant, the Director may modify Exhibit I to revise the minimum required limits or to require additional types of insurance, provided that any additional requirements must be reasonable and consistent with the types of insurance a prudent businessperson would purchase in similar circumstances.

(d) Property Insurance

(1) In the event of damage or destruction, the Concessioner will repair or replace those Concession Facilities and personal property utilized by the Concessioner in the performance of the Concessioner's obligations under this CONTRACT.

(2) For this purpose, the Concessioner shall provide fire and extended insurance coverage on Concession Facilities for all or part of their replacement cost as specified in Exhibit I in amounts no less than the Director may require during the term of the CONTRACT. The minimum values currently in effect are set forth in Exhibit I.

(3) Commercial property insurance shall provide for the Concessioner and the United States of America to be named insured as their interests may appear.

(4) In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concession Facilities and/or personal property utilized in the Concessioner's operations under this CONTRACT, as directed by the Director. Policies may not contain provisions limiting insurance proceeds to in situ replacement. The lien provision of Section 13 shall apply to such insurance proceeds. The Concessioner shall not be relieved of its obligations under subsection (d)(1) because insurance proceeds are not sufficient to repair or replace damaged or destroyed property.

(5) Insurance policies that cover Concession Facilities shall contain a loss payable clause approved by the Director which requires insurance proceeds to be paid directly to the Concessioner without requiring endorsement by the United States. The use of insurance proceeds for repair or replacement of Concession Facilities will not alter their character as properties of the United States and, notwithstanding any provision of this CONTRACT to the contrary, the Concessioner shall gain no ownership, Leasehold Surrender Interest or other compensable interest as a result of the use of these insurance proceeds.

(6) The commercial property package shall include the coverages and amounts described in Exhibit I.

SEC. 13. BONDS AND LIENS

(a) Bonds

The Director may require the Concessioner to furnish appropriate forms of bonds in amounts reasonable in the circumstances and acceptable to the Director, in order to ensure faithful performance of the Concessioner's obligations under this CONTRACT.

(b) Lien

As additional security for the faithful performance by the Concessioner of its obligations under this CONTRACT, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe any such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the Area, including, but not limited to, all personal property of the Concessioner used in performance of the CONTRACT hereunder within the Area and any Leasehold Surrender Interest of the Concessioner.

SEC. 14. ACCOUNTING RECORDS AND REPORTS

(a) Accounting System

(1) The Concessioner shall maintain an accounting system under which its accounts can be readily identified with its system of accounts classification. Such accounting system shall be capable of providing the information required by this CONTRACT, including but not limited to the Concessioner's repair and maintenance obligations. The Concessioner's system of accounts classification shall be directly related to the Concessioner Annual Financial Report Form issued by the Director.

(2) If the Concessioner's annual gross receipts are $250,000 or more, the Concessioner must use the accrual accounting method.

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

(b) Annual Financial Report

(1) The Concessioner shall submit annually as soon as possible but not later than one hundred twenty (120) days after the last day of its fiscal year a financial statement for the preceding fiscal year or portion of a year as prescribed by the Director (``Concessioner Annual Financial Report'').

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

(3) If annual gross receipts are between $500,000 and $1,000,000, the financial statements shall be reviewed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

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

(c) Other Financial Reports

(1) Balance Sheet. Within ninety (90) days of the execution of this CONTRACT or its effective date, whichever is later, the Concessioner shall submit to the Director a balance sheet as of the beginning date of the term of this CONTRACT. The balance sheet shall be audited or reviewed, as determined by the annual gross receipts, by an independent Certified Public Accountant. The balance sheet shall be accompanied by a schedule that identifies and provides details for all capital improvements in which the Concessioner claims a Leasehold Surrender Interest. The schedule must describe these capital improvements in detail showing for each such capital improvement the date acquired, constructed or installed.

(2) Statements of Reserve Activity. The Concessioner shall submit annually, not later than one hundred twenty (120) days after the end of the Concessioner's accounting year, a statement reflecting total activity in the Maintenance Reserve for the preceding accounting year. The statement must reflect monthly inflows and outflows on a project by project basis.

SEC. 15. OTHER REPORTING REQUIREMENTS

The following describes certain other reports required under this CONTRACT:

(a) Insurance Certification

As specified in Section 12, the Concessioner shall, at the request of the Director, provide the Director with a Certificate of Insurance for all insurance coverages related to its operations under this CONTRACT. The Concessioner shall give the Director immediate written notice of any material change in its insurance program, including without limitation, any cancellation of required insurance coverages.

(b) Environmental Reporting

The Concessioner shall submit environmental reports as specified in Section 6 of this CONTRACT, and as otherwise required by the Director under the terms of this CONTRACT.

(c) Miscellaneous Reports and Data

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

SEC. 16. SUSPENSION, TERMINATION, OR EXPIRATION

(a) Suspension

The Director may temporarily suspend operations under this CONTRACT in whole or in part in order to protect Area visitors or to protect, conserve and preserve Area resources. No compensation of any nature shall be due the Concessioner by the Director in the event of a suspension of operations, including, but not limited to, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the suspension.

(b) Termination

(1) The Director may terminate this CONTRACT 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, including, but not limited to, the requirement to maintain and operate visitor services to the satisfaction of the Director, the requirement to provide only those visitor services required or authorized by the Director pursuant to this CONTRACT, the requirement to pay the established franchise fee, the requirement to prepare and comply with an Environmental Management Program, the requirement to duly expend funds from the repair and maintenance reserve and the requirement to comply with Applicable Laws.

(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 shall 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 16(a).

(4) The Director may terminate this CONTRACT upon the filing or the execution of a petition in bankruptcy by or against the Concessioner, a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, an assignment by the Concessioner for the benefit of creditors, a 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. The Director may terminate this CONTRACT if the Director determines that the Concessioner is unable to perform the terms of CONTRACT due to bankruptcy or insolvency.

(5) Termination of this CONTRACT for any reason shall be by written notice to the Concessioner.

(c) 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.

(d) Requirements in the Event of Termination or Expiration

(1) In the event of termination of this CONTRACT for any reason or expiration of this CONTRACT, the total compensation due the Concessioner for such termination or expiration shall be as described in Section 17 of this CONTRACT. No other compensation of any nature shall be due the Concessioner in the event of a termination or expiration of this CONTRACT, including, but not limited to, compensation 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 shall, at the Concessioner's expense, promptly vacate the Area, remove all of the Concessioner's personal property, repair any injury occasioned by installation or removal of such property, and ensure that Concession Facilities are in at least as good condition as they were at the beginning of the term of this CONTRACT, reasonable wear and tear excepted. The removal of such personal property must occur within thirty (30) days after the termination of this CONTRACT for any reason or its expiration (unless the Director in particular circumstances requires immediate removal).

(3) To avoid interruption of services to the public upon termination of this CONTRACT for any reason, or upon its expiration, the Concessioner, upon the request of the Director, shall consent to the use by another operator of the Concessioner's personal property, excluding inventories if any, not including current or intangible assets, for a period of time not to exceed one (1) year from the date of such termination or expiration. The other operator shall pay the Concessioner an annual fee for use of such property, prorated for the period of use, in the amount of the annual depreciation of such property, plus a return on the book value of such property equal to the prime lending rate, as published by the Federal Reserve System Board of Governors, effective on the date the operator assumes managerial and operational responsibilities. In such circumstances, the method of depreciation applied shall be either straight line depreciation or depreciation as shown on the Concessioner's Federal income tax return, whichever is less. To avoid interruption of services to the public upon termination of this CONTRACT for any reason or its expiration, the Concessioner shall, if requested by the Director, sell its existing inventory to another operator at the purchase price as shown on applicable invoices.

SEC. 17. COMPENSATION

(a) Just Compensation

The compensation provided by this Section shall constitute full and just compensation to the Concessioner for all losses and claims occasioned by the circumstances described below.

(b) Compensation for CONTRACT Expiration or Termination

If, for any reason, including CONTRACT expiration or termination, the Concessioner shall cease to be authorized by the Director to conduct operations under this CONTRACT, the Concessioner shall convey to a person designated by the Director (including the Director if appropriate) any Leasehold Surrender Interest it has under the terms of this

CONTRACT and the Director shall, subject to the terms and conditions of this CONTRACT, assure that the Concessioner is paid the Leasehold Surrender Interest Value.

(c) Procedures for Establishing the Value of a Leasehold Surrender Interest

At any time during the term of this CONTRACT, the Concessioner shall, when requested by the Director, enter into negotiations with the Director as to the value of the Concessioner's Leasehold Surrender Interest under this CONTRACT. In the event that such negotiations fail to determine an agreed upon value within a reasonable period of time as determined by the Director, the Director or the Concessioner may initiate arbitration proceedings to determine such value upon written request to the other party. Such arbitration proceedings shall be conducted in accordance with the arbitration procedures set forth in Exhibit A. In these circumstances, the Concessioner and the Director shall each select an arbiter. The two arbiters, within thirty (30) days of selection, must agree to the selection of a third arbiter to complete the arbitration panel in accordance with Exhibit A. The arbitration panel shall consider the written submissions and any oral presentations made by the Concessioner and the Director and shall determine the value of the Leasehold Surrender Interest consistent with the terms of this CONTRACT, including without limitation Exhibit A. The arbitration panel shall also provide a means to calculate the change in the value of such Leasehold Surrender Interest as may occur for up to two (2) years from the date of the initial determination. The determination of the arbitration panel shall be binding on the Director and the Concessioner.

(d) Compensation for Personal Property

No compensation is due the Concessioner from the Director or a successor concessioner for the Concessioner's personal property used in operations under this CONTRACT. However, the Director or a successor concessioner may purchase such personal property from the Concessioner subject to mutually agreed upon terms. Personal property not removed from the Area by the Concessioner in accordance with the terms of this CONTRACT shall be considered abandoned property subject to disposition by the Director, at full cost and expense of the Concessioner, in accordance with Applicable Laws. Any cost or expense incurred by the Director as a result of such disposition may be offset from any amounts owed to the Concessioner by the Director to the extent consistent with Applicable Laws.

SEC. 18. ASSIGNMENT, SALE OR ENCUMBRANCE OF INTERESTS

(a) This CONTRACT is subject to the requirements of Applicable Laws, including, without limitation, 36 CFR Part 51, with respect to proposed assignments and encumbrances, as those terms are defined by Applicable Laws. Failure by the Concessioner to comply with Applicable Laws is a material breach of this CONTRACT for which the Director may terminate this CONTRACT for default. The Director shall not be obliged to recognize any right of any person or entity to an interest in this CONTRACT of any nature, including, but not limited to, Leasehold Surrender Interest or operating rights under this CONTRACT, if obtained in violation of Applicable Laws.

(b) The Concessioner shall advise any person(s) or entity proposing to enter into a transaction which may be subject to Applicable Laws, including without limitation, 36 CFR Part 51, of the requirements of Applicable Law and this CONTRACT.

SEC. 19. GENERAL PROVISIONS

(a) The Director and Comptroller General of the United States, or any of their duly authorized representatives, shall have access to the records of the Concessioner as provided by the terms of Applicable Laws.

(b) All information required to be submitted to the Director by the Concessioner pursuant to this CONTRACT is subject to public release by the Director to the extent provided by Applicable Laws.

(c) 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 without the prior written approval of the Director.

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

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

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

(g) This CONTRACT is subject to the provisions of 43 CFR, Subtitle A, 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.

(h) 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.

(i) This CONTRACT does not grant rights or benefits of any nature to any third party.

(j) The invalidity of a specific provision of this CONTRACT shall not affect the validity of the remaining provisions of this CONTRACT.

(k) Waiver by the Director or the Concessioner of any breach of any of the terms of this CONTRACT by the other party shall 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 shall not be deemed to be a waiver of any preceding breach of any term of the CONTRACT.

(l) Claims against the Director (to the extent subject to 28 U.S.C. 2514) arising from this CONTRACT shall be forfeited to the Director by any person who corruptly practices or attempts to practice any fraud against the United States in the proof, statement, establishment, or allowance thereof within the meaning of 28 U.S.C. 2514.

In Witness Whereof, the duly authorized representatives of the parties have executed this CONTRACT as of the _____ day of _____ , _____.

Concessioner

BY_____
(Title),
(Company Name).

[CORPORATIONS]

ATTEST:

BY: _____
TITLE: _____

United States of America

BY_____
Director
National Park Service

[SOLE PROPRIETORSHIP]

WITNESSES:

NAME_____
ADDRESS_____
TITLE_____

NAME_____
ADDRESS_____
TITLE_____

[**PARTNERSHIP]**

WITNESSES AS TO EACH:

[Concessioner]

NAME_____
ADDRESS _____

_____
(NAME)

NAME_____
ADDRESS _____

_____
(NAME)

GLACIER BAY NATIONAL PARK & PRESERVE
CONTRACT EXHIBITS

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EXHIBIT A
LEASEHOLD SURRENDER INTEREST

This Exhibit A to this CONTRACT establishes certain terms and conditions of the CONTRACT regarding the nature, scope and applicable conditions of leasehold surrender interest. In event of any inconsistency between this Exhibit A and Exhibit F of this CONTRACT this Exhibit A shall prevail.

Section 1. Definitions.

"Arbitration" means binding arbitration conducted by an arbitration panel. All arbitration proceedings conducted under the authority of this Exhibit A will utilize the following procedures unless otherwise agreed by the Concessioner and the Director. One member of the arbitration panel will be selected by the Concessioner, one member will be selected by the Director, and the third (neutral) member will be selected by the two party-appointed members. The neutral arbiter must be a licensed real estate appraiser. The expenses of the neutral arbiter and other associated common costs of the arbitration will be borne equally by the Concessioner and the Director. The arbitration panel will adopt procedures that treat each party equally, give each party the opportunity to be heard, and give each party a fair opportunity to present its case. Determinations must be made by a majority of the members of the panel and will be binding on the Concessioner and the Director.

A "capital improvement" is a structure, fixture, or non-removable equipment provided by the Concessioner pursuant to the terms of this CONTRACT and located on lands of the United States within the area. A capital improvement does not include any interest in land. Additionally, a capital improvement does not include any interest in personal property of any kind including, but not limited to, vehicles, boats, barges, trailers, or other objects, regardless of size, unless an item of personal property becomes a fixture as defined in this Exhibit A.

"Construction cost" of a capital improvement means the total of the incurred eligible direct and indirect costs necessary for constructing or installing the capital improvement that are capitalized by the concessioner in accordance with Generally Accepted Accounting Principals (GAAP).

"Consumer Price Index" means the national "Consumer Price Index--All Urban Consumers" published by the Department of Labor. If this index ceases to be published, the Director will designate another regularly published cost-of-living index approximating the national Consumer Price Index.

"Depreciation" means the loss of value in a capital improvement as evidenced by the condition and prospective serviceability of the capital improvement in comparison with a new unit of like kind.

"Eligible direct costs" means the sum of all incurred capitalized costs (in amounts no higher than those prevailing in the locality of the project), that are necessary both for the construction of a capital improvement and are typically elements of a construction contract. Eligible direct costs may include,

without limitation, the costs of (if capitalized in accordance with GAAP and in amounts no higher than those prevailing in the locality of the project): building permits; materials, products and equipment used in construction; labor used in construction; security during construction; contractor's shack and temporary fencing; material storage facilities; power line installation and utility costs during construction; performance bonds; and contractor's (and subcontractor's) profit and overhead (including job supervision, worker's compensation insurance and fire, liability, and unemployment insurance).

"Eligible indirect costs" means, except as provided in the last sentence of this definition, the sum of all other incurred capitalized costs (in amounts no higher than those prevailing in the locality of the project) necessary for the construction of a capital improvement. Eligible indirect costs may include, without limitation, the costs of (if capitalized in accordance with GAAP and in amounts no higher than those prevailing in the locality of the project): architectural and engineering fees for plans, plan checks; surveys to establish building lines and grades; environmental studies; if the project is financed, the points, fees or service charges and interest on construction loans; all risk insurance expenses and ad valorem taxes during construction. The actual capitalized administrative expenses (in amounts no higher than those prevailing in the locality of the project did) of the Concessioner for direct, on-site construction inspection are eligible indirect costs. Other administrative expenses of the Concessioner are not eligible indirect costs.

"Fixtures and non-removable equipment" are manufactured items of personal property of independent form and utility necessary for the basic functioning of a structure that are affixed to and considered to be part of the structure such that title is with the Director as real property once installed. Fixtures and non-removable equipment do not include building materials (e.g., wallboard, flooring, concrete, cinder blocks, steel beams, studs, window frames, windows, rafters, roofing, framing, siding, lumber, insulation, wallpaper, paint, etc.). Because of their special circumstances, floating docks (but not other types of floating property) that may be constructed by the Concessioner pursuant to the terms of this CONTRACT are considered to be non-removable equipment for leasehold surrender interest purposes only. Except as otherwise indicated in Exhibit A, the term "fixture" includes the term "non-removable equipment."

"Leasehold surrender interest" solely means a right to payment in accordance with this CONTRACT for related capital improvements that the Concessioner makes or provides within the area on lands owned by the United States pursuant to the terms and conditions of this CONTRACT. The existence of a leasehold surrender interest does not give the Concessioner, or any other person, any right to conduct business in a park area, to utilize the related capital improvements, or to prevent the Director or another person from utilizing the related capital improvements. The existence of a leasehold surrender interest does not include any interest in the land on which the related capital improvements are located.

"Leasehold surrender interest value" means the amount of compensation the Concessioner is entitled to be paid for a leasehold surrender interest in capital improvements in accordance with this CONTRACT. The leasehold surrender interest value in existing capital improvements under the terms of this CONTRACT is an amount equal to:

(1) The initial construction cost of the related capital improvement;

(2) Adjusted by (increased or decreased) the same percentage increase or decrease as the percentage increase or decrease in the Consumer Price Index from the date the Director

approves the substantial completion of the construction of the related capital improvement to the date of payment of the leasehold surrender interest value;

(3) Less depreciation of the related capital improvement on the basis of its condition as of the date of termination or expiration of this CONTRACT, or, if applicable, the date on which the Concessioner ceases to utilize a related capital improvement (e.g., where the related capital improvement is taken out of service by the Director pursuant to the terms of this CONTRACT).

"Major rehabilitation" means a planned, comprehensive rehabilitation of an existing structure that:

(1) The Director approves in advance and determines is completed within 18 months from start of the rehabilitation work (unless a longer period of time is approved by the Director in special circumstances); and

(2) The construction cost of which exceeds fifty percent of the pre-rehabilitation value of the structure.

"Pre-rehabilitation value" of an existing structure means the replacement cost of the structure less depreciation.

"Real property improvements" means real property other than land, including, but not limited to, capital improvements.

"Related capital improvement" or "related fixture" means a capital improvement in which the Concessioner has a leasehold surrender interest.

"Replacement cost" means the estimated cost to reconstruct, at current prices, an existing structure with utility equivalent to the existing structure, using modern materials and current standards, design and layout.

"Structure" means a building, dock, or similar edifice affixed to the land so as to be part of the real estate. A structure may include both constructed infrastructure (e.g., water, power and sewer lines) and constructed site improvements (e.g., paved roads, retaining walls, sidewalks, paved driveways, paved parking areas) that are permanently affixed to the land so as to be part of the real estate and that are in direct support of the use of a building, dock, or similar edifice. Landscaping that is integral to the construction of a structure is considered as part of a structure. Interior furnishings that are not fixtures are not part of a structure.

"Substantial completion of a capital improvement" means the condition of a capital improvement construction project when the project is substantially complete and ready for use and/or occupancy.

Section 2. Obtaining a leasehold surrender interest.

The Concessioner will obtain leasehold surrender interest in capital improvements constructed in accordance with the terms and conditions of this CONTRACT, including, without limitation, the terms and conditions of this Exhibit A to the CONTRACT.

Section 3. Authorizing the construction of a capital improvement.

The Director may only authorize or require the Concessioner to construct capital improvements on area lands in accordance with the terms and conditions of this CONTRACT and for the conduct by the Concessioner of visitor services, including, without limitation, the construction of capital improvements necessary for the conduct of visitor services.

Section 4. Requirements for beginning to construct a capital improvement.

Before beginning to construct any capital improvement, the Concessioner must obtain written approval from the Director in accordance with the terms of this CONTRACT, including the terms and conditions of this Exhibit A and Exhibit F. The request for approval must include appropriate plans and specifications for the capital improvement and any other information that the Director may specify. The request must also include an estimate of the total construction cost of the capital improvement. The estimate of the total construction cost must specify all elements of the cost in such detail as is necessary to permit the Director to determine that they are elements of construction cost as defined in this Exhibit. (The approval requirements of this and other sections of this CONTRACT also apply to any change orders to a capital improvement project and to any additions to a structure or replacement of fixtures as described in this CONTRACT.)

Section 5. Requirements after substantial completion of a capital improvement.

Upon substantial completion of the construction of a capital improvement in which the Concessioner is to obtain a leasehold surrender interest, the Concessioner must provide the Director a detailed construction report in accordance with the terms and conditions of this CONTRACT, including without limitation Exhibit A and Exhibit F. The construction report must be supported by actual invoices of the capital improvement's construction cost together with, if requested by the Director, a written certification from a certified public accountant. The construction report must document, and any requested certification by the certified public accountant must certify, that all components of the construction cost were incurred and capitalized by the Concessioner in accordance with GAAP, and that all components are eligible direct or indirect construction costs as defined in this Exhibit. Invoices for additional construction costs of elements of the project that were not completed as of the date of substantial completion may subsequently be submitted to the Director for inclusion in the project’s construction cost.

Section 6. Determining construction cost for purposes of leasehold surrender interest value.

After receiving the detailed construction report (and certification, if requested), from the Concessioner, the Director will review the report, certification and other information as appropriate to determine that the reported construction cost is consistent with the construction cost approved by the Director in advance of the construction and that all costs included in the construction cost are eligible direct or indirect costs as defined in this Exhibit A. The construction cost determined by the Director will be the final determination of construction cost for purposes of the leasehold surrender interest value in the related capital improvement unless the Concessioner requests arbitration of the construction cost under Section 7 of this Exhibit A. The Director may at any time review a construction cost determination (subject to arbitration under Section 7 of this Exhibit A) if the Director has reason to believe that it was based on false, misleading or incomplete information.

Section 7. Arbitrating the construction cost of a capital improvement.

If the Concessioner requests arbitration of the construction cost of a capital improvement determined by the Director, the request must be made in writing to the Director within 3 months of the date of the Director's determination of construction cost under Section 6 of this Exhibit A. The arbitration procedures are described in Section 1 of this Exhibit A. The decision of the arbitration panel as to the construction cost of the capital improvement will be binding on the concessioner and the Director.

Section 8. Actions the Concessioner may or must take regarding leasehold surrender interest.

The Concessioner:

(a) May encumber a leasehold surrender interest in accordance with the terms of this CONTRACT;

(b) Where applicable, must transfer its leasehold surrender interest in connection with any assignment, termination or expiration of this CONTRACT; and

(c) May waive or relinquish a leasehold surrender interest.

Section 9. Extinguishment of a leasehold surrender interest.

A leasehold surrender interest may not be extinguished by the expiration or termination of this CONTRACT and a leasehold surrender interest may not be taken for public use except on payment of just compensation. Payment of leasehold surrender interest value pursuant to the terms of this CONTRACT will constitute the payment of just compensation for leasehold surrender interest within the meaning of this CONTRACT and for all other purposes.

Section 10. Leasehold surrender interest under a new concession contract.

If the Concessioner under this CONTRACT is awarded a new concession contract by the Director, and the new concession contract continues a leasehold surrender interest in related capital improvements, then the Concessioner's leasehold surrender interest value (established as of the date of expiration or termination of this CONTRACT) in the related capital improvements will be continued as the initial value of the Concessioner's leasehold surrender interest under the terms of the new concession contract.

Section 11. Payment for leasehold surrender interest if the Concessioner is not awarded a new concession contract.

(a) If the Concessioner is not awarded a new concession contract after expiration or termination of this CONTRACT, or, the Concessioner, prior to such termination or expiration, ceases to utilize under the terms of this CONTRACT capital improvements in which the Concessioner has a leasehold surrender interest, the Concessioner will be entitled to be paid its leasehold surrender interest value in the related capital improvements. The leasehold surrender interest will not be transferred until payment of the leasehold surrender interest value. The date for payment of the leasehold surrender interest value, except in special circumstances beyond the Director's control, will be the date of expiration or termination of this CONTRACT, or the date the Concessioner ceases to utilize related capital improvements under the terms of this CONTRACT. Depreciation of the related capital improvements will be established as of the date of expiration or termination of this CONTRACT, or, if applicable, the date the Concessioner ceases to utilize the capital improvements under the terms this CONTRACT.

(b) In the event that extraordinary circumstances beyond the control of the Director prevent the Director from making the leasehold surrender interest value payment as of the date of expiration or termination of this CONTRACT, or, as of the date the Concessioner ceases to utilize related capital improvements under the terms of this CONTRACT, the payment when made will include interest on the amount that was due on the date of expiration or termination of this CONTRACT or cessation of use for the period after the payment was due until payment is made (in addition to the inclusion of a continuing Consumer Price Index adjustment until the date payment is made). The rate of interest will be the applicable rate of interest established by law for overdue obligations of the United States. The payment for a leasehold surrender interest value will be made within one year after the expiration or termination of this CONTRACT or the cessation of use of related capital improvements under the terms of this CONTRACT.

Section 12. Process for determining leasehold surrender interest value.

In the event that the Concessioner and the Director cannot reach agreement as to a leasehold surrender interest value where required by the terms of this CONTRACT, the Director will make a final determination of leasehold surrender interest value unless binding arbitration as to the value is requested by the concessioner. The arbitration procedures are described in Section 1. A prior decision as to the construction cost of capital improvements made by the Director or by an arbitration panel in accordance with this Exhibit A are final and not subject to further arbitration.

Section 13. Payment of leasehold surrender interest by a new concessioner.

A new concession contract awarded to a new concessioner will require the new concessioner to pay the Concessioner its leasehold surrender interest value in existing capital improvements as determined under Section 12.

Section 14. Obtaining additional leasehold surrender interest by undertaking a major rehabilitation or adding to a structure in which the concessioner has a leasehold surrender interest.

If the Concessioner, with the written approval of the Director, undertakes a major rehabilitation or adds a new structure (e.g., a new wing to an existing building or an extension of an existing sidewalk) to an existing structure in which the Concessioner has a leasehold surrender interest, the Concessioner will increase its leasehold surrender interest in the related structure, effective as of the date of substantial completion of the major rehabilitation or new structure, by the construction cost of the major rehabilitation or new structure. The Consumer Price Index adjustment for leasehold surrender interest value purposes will apply to the construction cost as of the date of substantial completion of the major rehabilitation or new structure. Approvals for major rehabilitations and additions to structures are subject to the same requirements and conditions applicable to new construction as described in this CONTRACT.

Section 15. Obtaining additional leasehold surrender interest by replacing a fixture in which the Concessioner has a leasehold surrender interest.

If the Concessioner replaces an existing fixture in which the Concessioner has a leasehold surrender interest with a new fixture, the Concessioner will increase its leasehold surrender interest by the amount of the construction cost of the replacement fixture less the construction cost of the replaced fixture.

Section 16. Obtaining a leasehold surrender interest in existing real property improvements in which no leasehold surrender interest exists.

(a) If the main body of this CONTRACT requires the Concessioner to replace fixtures in real property improvements in which there is no leasehold surrender interest (e.g., fixtures attached to an existing government facility assigned by the Director to the Concessioner), a leasehold surrender interest will be obtained by the Concessioner in such replacement fixtures subject to the approval and determination of construction cost and other conditions contained in CONTRACT.

(b) If the main body of this CONTRACT requires the Concessioner to undertake a major rehabilitation of a structure in which there is no leasehold surrender interest (e.g., a government-constructed facility assigned to the Concessioner), upon substantial completion of the major rehabilitation, the Concessioner will obtain a leasehold surrender interest in the structure. The initial construction cost of this leasehold surrender interest will be the construction cost of the major rehabilitation. Depreciation for purposes of leasehold surrender interest value will apply only to the rehabilitated components of the related structure.

Section 17. No leasehold surrender interest results from repair and maintenance of real property improvements.

The Concessioner will not obtain initial or increased leasehold surrender interest as a result of repair and maintenance of real property improvements unless a repair and maintenance project is a major rehabilitation.

EXHIBIT B

DRAFT OPERATING PLAN

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INTRODUCTION

This Operating Plan between _____ (hereinafter referred to as the "Concessioner") and Glacier Bay National Park & Preserve, National Park Service (hereinafter referred to as the "Service") shall serve as a supplement to Concession Contract CC-GLBA001-04 (hereinafter referred to as the "CONTRACT"). It describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Glacier Bay National Park & Preserve (hereinafter referred to as the "Area") which are assigned to the Concessioner for the purposes authorized by the CONTRACT.

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

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Glacier Bay National Park & Preserve.

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

1) Definitions and Abbreviations

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) "Affirmative Acquisition" refers to the donating, buying, or purchasing preference of a product over a similar produce because of certain characteristics or properties.

(2) "Environmental Purchasing" refers to the affirmative acquisition of environmentally preferable products.

(3) "Environmentally Preferable" refers to products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operations, maintenance, or disposal of the product or service.

(4) "Hazardous Chemical" refers to any chemical which is a physical or health hazard, as regulated by the US Occupational Safety and Health Administration in 29 CFR 1910.1200.

(5) "Hazardous Material" refers to a substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has been designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 USC 5103), as regulated by the US Department of Transportation in 49 CFR 171.

(6) "Hazardous Substance" refers to any hazardous waste, hazardous chemical or hazardous material.

(7) "Hazardous Waste" refers to the definition of hazardous waste as regulated by the US Environmental Protection Agency in 40 CFR 261.

(8) "Incidental" refers to a spill or release of a hazardous substance, which does not pose a significant safety or health hazard to employees in the immediate vicinity or to the employee cleaning it up, nor does it have the potential to become an emergency within a short time frame. Incidental releases are limited in quantity, exposure potential, or toxicity and present minor safety or health hazards to employees in the immediate work area or those assigned to clean them up. Employees who are familiar with the hazards of the chemicals with which they are working may safely clean up an incidental spill.

(9) "Marine Sanitation Device" refers to any equipment for installation onboard a vessel that is designed to receive, retain, treat or discharge sewage, and any process to treat such sewage, as defined by the Federal Water Pollution Act.

(10) "Nonincidental" refers to a spill or release that is not an incidental spill.

(11) "Pollution Prevention" refers to "source reduction," as defined in the Pollution Prevention Act of 1990, and other practices that reduce or eliminate the creation of pollutants through increased efficiency in the use of raw materials, energy, water, or other resources; or protection of natural resources by conservation.

(12) "Post-consumer Material" refers to a material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.

(13) "Recycling" refers to the act of producing new products or materials from previously used and collected materials.

(14) "Universal Waste" refers to the definition of universal waste as regulated by the US Environmental Protection Agency in 40 CFR 261.

(15) "Waste Prevention" refers to any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

(16) "Waste Reduction" refers to preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

B) Abbreviations

(1) AFR: Annual Financial Report

(2) AHJ: Authority Having Jurisdiction

(3) CFR: Code of Federal Regulations

(4) CPR: Cardiopulmonary Resuscitation

(5) EMP: Environmental Management Program

(6) ERP: Emergency Response Program

(7) FEIS: Final Environmental Impact Statement

(8) HACCP: Hazard Analysis Critical Control Point

(9) HAZWOPER: Hazardous Waste Operations and Emergency Response

(10) MARPOL: International Convention for the Prevention of Pollution from Ships

(11) MSD: Marine Sanitatio n Device

(12) NFPA: National Fire Protection Association

(13) NPS: National Park Service

(14) OSHA: Occupational Safety and Health Administration

(15) PPE: Personal Protective Equipment

(16) SCBA: Self-Contained Breathing Apparatus

(17) SOP: Standard Operating Procedure

(18) SPCC: Spill Prevention Control and Countermeasures

(19) VIP: Volunteers in the Park

2) General Operating Standards and Requirements

A) Schedule of Operation

(1) General

(a) At a minimum, all visitor services will be open to the public from Memorial Day until Labor Day each year. The Concessioner will submit proposed opening and closing dates for each public service and facility to the Superintendent for approval by December 1 for operations the following year. Proposed hours of operation for each public service and facility will be submitted to the Superintendent for approval by April 1 for operations that year.

B) Rates

Rate Approval

(1) General

(a) Rate determination. It is the objective of the Park to ensure that the Concessioner's rates and charges to the public reasonable and appropriate. Reasonableness of rate will be determined in accordance with current National Park Service Guidelines including, but not limited to, Concessions Management Guidelines.

(b) Approval Timing. The Service will endeavor to approve or disapprove rates in accordance with the dates provided in the following table.

Rates	NPS Response Dates
Lodge and Day Tour Rates	Within 30 days of submission.
Food and Beverage Service	Within 15 days of submission.
Fuel (Gasoline & Diesel)	Within 5 working days.

(c) Approved Rate Posting. The Concessioner will prominently post approved rates for goods and services provided to the visiting public.

(2) Reduced Rates for Federal Employees on Official Business

(a) Lodging shall be provided at the current government lodging rate as published in Federal Travel Regulations.

C) Purchasing

(1) Competitive Purchasing. The Concessioner will engage in competitive specification purchasing. Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price.

(2) Environmental Purchasing. The Concessioner will employ environmental purchasing where economically and technically feasible and appropriate.

D) Evaluations and Contract Compliance

The Concessioner shall inspect and monitor concession facilities and visitor services on a regular basis to insure compliance with respect Service policy, all Applicable Laws, standards, authorized rates, safety, public health, and environmental management impacts on natural and cultural resources, and visitor satisfaction, concerns, and reactions. The Service will perform periodic evaluations and inspections to ensure that facilities and services are being conducted in accordance with the contract.

The Concessioner will meet with Service officials to prioritize and schedule the correction of observed deficiencies and the implementation of improvement programs resulting from these evaluations and inspections. The Concessioner will be responsible for correction of deficiencies within dates assigned by the Service.

The following paragraphs describe required inspections and the responsible party:

(1) Periodic Operations Evaluations and Inspections. The Service will conduct unannounced periodic evaluations and inspections of Concession facilities and services to ensure conformance to operational standards and Contract conditions. Location managers will be contacted at the time of evaluations so that a representative of the Concessioner may accompany the Service evaluator.

(2) Health and Safety Inspections

(a) <u>Concessioner Safety Inspection</u>. The Concessioner's Safety Manager will perform periodic interior and exterior safety inspections of all concession facilities, in accordance with the Service approved Risk Management Plan.

(b) <u>NPS Safety Inspections</u>. The NPS Safety Officer will conduct at least one annual review of the effectiveness of the Concessioner's Risk Management Program.

(c) <u>Public Health Inspections</u>. The Public Health Service Sanitarian shall conduct unannounced periodic food service evaluations of the Concessioner's food and beverage operations.

(3) Fire Inspections

(a) <u>The Concessioner</u>. The Concessioner will have a qualified professional perform interior and exterior fire inspections of all concession facilities within 30 days of initial occupancy and on an annual basis thereafter. Written records, verifying the

completion of such inspection, will be maintained by the Concessioner. A copy of the inspection will be sent to the NPS (Glacier Bay National Park & Preserve Chief Ranger) within 10 working days of inspection along with a proposed schedule for correcting any deficiencies.

(b) Fire Drills. The Concessioner will conduct and document routine fire drills of all concession facilities as required by all Applicable Laws including but not limited to the Risk Management Plan. Monthly fire drills will be performed by the Concessioner in all dorm buildings when they are occupied.

(4) Environmental Inspections

(a) Concessioner Environmental Inspections. The concessioner will conduct environmental inspections of equipment and operations in accordance with Applicable Laws. The concessioner will also conduct periodic environmental inspections and environmental management reviews of applicable concessioner facilities and operations.

(b) Environmental Audit. The Concessioner will be subject to a baseline environmental audit and then subsequent routine audits at least once every five years by the National Park Service. The scope of the audit includes Applicable Laws and regulations, including but not limited to the current NPS Environmental Audit Program Operating Guide.

(5) Visitor Comment Cards. Concessioner will make Service-approved comment cards available to visitors in order to measure service and quality standards, product mix, pricing and overall Park experience. The Concessioner shall investigate and respond to all visitor complaints regarding Concessioner services within 30 days. Visitor comments that allege misconduct by Concession employees, pertain to the safety of visitors or other Park employees, or concern the safety of Park resources shall be provided to the Service upon receipt. All comment cards received shall be made available to the Service upon request.

E) General Policies

(1) Facilities Use

(a) Concession facilities may not be used for activities or services other than those specified in the concession contract without written permission from the Service.

(b) Quiet Hours. Quiet hours are between the hours of 10:00 p.m. and 6:00 a.m. in all Concession overnight facilities and the Concessioner's employee housing areas.

(c) Smoking Policy. Smoking is not permitted in any public buildings. All lodge cabins are to be non-smoking rooms. The Concessioner may allocate the northern-most three tables (near the elevator) of the lodge deck service as a smoking area. Tobacco products may not be sold or distributed through vending machines.

(2) Facility Reservations. The Concessioner will utilize a centralized automated reservation system capable of accommodating requests for all services for which reservations are offered. All reservation personnel will be familiar with services

available under this contract, and will be able to coordinate reservations in multiple services.

(a) Staff. The Concessioner will adequately staff a Reservations Office on a year round basis and will increase staff, if necessary, to meet the need during peak periods.

(b) Reservations Services. Reservations services will be available at a minimum via the telephone, mail, fax, and Internet.

(c) Reservations/Deposits. The Concessioner will accept reservations at least six months in advance.

(3) Lost and Found. The Concessioner will operate its own Lost & Found department. All lost and found items will be tagged showing the location found and the name and address of the finder. In addition, a log of all lost and found items will be maintained by the Concessioner, tying the item to the tag number and disposition. Items found in Concession areas shall be returned to the owner if possible. All lost and found items will be taken to the lodge front desk for tagging and logging (this includes items from vessels, rooms, lobby, employee areas, etc.). Items not returned to their owners within seven days will be turned over to the NPS (Visitor Contact Station).

(4) Credit Cards. The Concessioner will accept at least two major credit cards and the current government-issued credit card brand.

(5) Telephone Services

(a) Pay Telephone Locations. Public pay phones will be made available at the lodge facility along with a local telephone directory available at each pay phone. The Concessioner may offer public pay phones at other locations with the approval of the Superintendent.

(b) Out-Of-Service. Out-of-Order phones must have a sign on them directing the visitors to the nearest working unit.

(6) Vending

(a) Vending Sources. If provided, vending and ice machines and their location will be easily identified, adequately illuminated but controlled with passive infrared sensors to power down lights when not in use to conserve energy and minimize night sky pollution. Machines will be conveniently located, and of a design and color which complements the aesthetics of nearby buildings and surroundings. Use and installation of vending machines require Service approval.

(b) Out-Of-Service. When out of service, signs will be posted on the vending machines with appropriate information that will direct patrons to the closest available unit.

(c) Cigarettes. Cigarette vending machines are prohibited.

(7) Vehicles and Vessels

(a) Identification. Concessioner boats and ground transportation will be identified with the Company name, logo and an identifying number. Color schemes (other

than for the Company logo) and size of graphics will be submitted to the Service for approval prior to making any changes.

(8) Employee Housing and Feeding

(a) The content of the employee housing lease agreement and the employee housing rules and regulations are subject to the approval of the Superintendent.

(9) Interactions with Wildlife

(a) The feeding of wildlife within a National Park Service area is not permitted. The Concessioner will not encourage the feeding of wildlife at any assigned concession facility by displaying food, such as popcorn and bread, in such a manner that may imply approval of the feeding of wildlife.

(b) The Concessioner will provide appropriate educational and informational messages to Park visitors in a variety of formats. The Park is available to advise and assist the Concessioner in the development of interpretive material, and all materials are subject to Park approval.

(10) Human Resources Management

(a) General Manager. The Concessioner must employ an on-site General Manager who is responsible for the successful implementation of the terms required by the CONTRACT. The General Manager will have full authority to act as Service liaison in all concession administrative and operational matters. The Service has the right to review the qualifications of the General Manager prior to hiring.

(11) Training

(a) Orientation. The Concessioner will provide mandatory employee orientation and training and will inform employees of Park regulations and requirements that affect their employment and activities while working and residing in Glacier Bay National Park & Preserve. The orientation will be given to all employees annually prior to opening for Service or at the start of employment. The orientation will include at least 4 hours of training prior to opening for Service related topics to include, as a minimum, the mission and policies of the National Park Service, an orientation to the Park, initial response fire suppression, public health and sanitation and Park regulations. Particular emphasis should be placed on interpretive training and wildlife interaction training. The orientation will also include general environmental awareness training, including training on the Concessioner's Environmental Management Program (EMP). The Concessioner will pay employees their standard wages for attending this training. The Service will monitor this training and may assist the Concessioner on request.

(b) Employee Handbook. The Concessioner shall develop and provide to all employees a Service approved "Employee Handbook," covering Park regulations and Service and Concessioner policies related to employment, environmental, health and safety and general recreational use of the area.

(12) NPS Contacts

(a) The NPS Contact person for operational matters will be the Park's Chief of Concessions or his/her designee.

(b) The Contact for emergencies, or to report incidents, will be the Park's Chief Ranger or his/her designee.

(c) An emergency contact list with names and phones numbers will be provided annually by the NPS.

3) <u>Specific Operating Standards And Requirements</u>

All services are to be provided in a consistent and high quality manner. Service standards are considered service minimums. Where specific standards are not provided, generally accepted industry standards will be assumed. The Concessioner shall be responsible for monitoring their operations to assure that quality standards are met.

A) Glacier Bay Lodge

(1) Operating Standards

(a) <u>Front Desk Operations.</u> A front desk agent will be available for guest services 24-hours per day. Telephones should be answered within three rings.

(b) <u>Camper services</u>: The front desk will sell vouchers for the camper drop off and pick up services.

(c) <u>Telephone Service.</u> Guests will have in-room 24-hour access to incoming and outgoing phone service, electronic messaging or message delivery. Emergency messages must be delivered to the guest immediately upon receipt.

(d) <u>Guest Room Security.</u> Each guest unit door must be equipped with both a primary lock and a secondary deadbolt lock. Each door to a connecting room must be equipped with a deadbolt lock.

(e) <u>Guest Room Amenities.</u> Each room will be provided with environmentally preferable amenities, such as biodegradable soaps, shampoos, conditioners, etc. in bulk dispensing containers, if economically and technically feasible

(f) <u>Solid Waste Management.</u> In-room trash collection will be provided. In-room containers for recycling will be provided if economically and technically feasible and appropriate.

(g) The Concessioner will implement a towel and linen reuse program as approved by the NPS on opening.

(2) Group Meetings, and Special Events

(a) <u>Group Bookings</u>. The use of concession facilities for conventions and/or group meetings (the use of 10 or more rooms or 20 or more people) shall not be permitted if they interfere with general public use and enjoyment of the area. Conventions or group meetings require approval of the Superintendent prior to booking. Some events require written permission from the National Park Service, which may be provided under other permits such as Special Park Uses permits.

B) Food and Beverage Service

(1) General

(a) Menus. All menus will maintain a price range that accommodates the general range of Park visitors, and be in accordance with the NPS core menu concept. The Concessioner will ensure that core menu items are available throughout the operating season, and that portion size, quality and presentation are consistent with the approved product.

(2) Lodge Restaurant

(a) Service standards include, but are not limited to, the following:

- waits for tables shall not exceed 30 minutes, except during peak guest use when waiting periods shall not exceed 45 minutes;
- waiting periods after a food order has been placed shall not exceed 30 minutes; and,

(b) Special event banquets may be hosted if adequate service is also provided to the general public.

(3) Alcoholic Beverage Sales

(a) Availability. Alcoholic beverage service may only be available to the public with, or immediately prior to, meal service.

C) Merchandising

(1) General

(a) Guideline Compliance. All retail services will comply with current Service policy and guidelines unless otherwise specified in writing.

(b) Locations. The sale of souvenirs, handcrafts, and sundry items is limited to those locations necessary and appropriate to serve the demand of the visitor. These sales locations and the extent of merchandise to be offered therein are subject to the written approval of the Superintendent. Approved Sales Outlets:

- Glacier Bay Lodge Gift Shop
- Day Tour Boat

(c) Merchandise Plan. The Concessioner shall develop and update in conjunction with the National Park Service, a thematic merchandise plan that will assure that merchandise reflects the purpose and significance of the Area.

(d) Environmentally Preferable Materials. The Concessioner will sell environmentally preferable products when economically and technically feasible and appropriate. As appropriate, informational tags will be attached to the sales item to show their relationship to Park themes and environmental attributes (e.g., clothing made from organic cotton) or display signs will be posted with same information.

(2) Gifts and Souvenirs

(a) Items to be Sold. Gift shops will offer items that have a direct relationship to Glacier Bay National Park & Preserve, its environs, history, or other related natural or cultural topics. Wherever possible and appropriate, informational tags will be attached to the sales item to show their relationship to Park themes. Items of Park interpretive value and general value in natural and cultural education will be prominently displayed, including authentic Alaska Native handcrafts.

(b) Items Not to be Sold

- Articles which persons of normal sensitivity might consider obscene, suggestive, indecent, blasphemous, profane, vulgar, or in ridicule of established institutions or customs.
- Animal skins or taxidermy specimens, or items containing animal parts except as part of an approved Native handcraft.
- Articles that are mislabeled as to character or origin, or otherwise misrepresented.
- Archaeological specimens or objects of American Indian origin over 100 years old.
- Fossils or other earth products (such as petrified wood) whose origin is from public lands.

(3) Grocery and Sundry Items

(a) Items to be Sold. The Concessioner shall provide an appropriate selection of grocery and sundry items consistent with visitor needs.

D) Fuel Service

(1) Operations

(a) Hours of Operation. Minimum hours of operation will be 7:30am to Noon and 2:00pm to 7:00pm during the operating season.

(2) Fuel Docks

(a) Available Fuels. Gasoline, diesel, outboard motor oil and other lubricants shall be readily available to the boating public. White gasoline or similar camp-stove fuel must be available for campers.

(3) Fueling Procedures and Training

(a) The concessioner will develop, implement and maintain documented standard operating procedures (“SOPs”) for fuel dock operations.

(b) Only those Concessioner employees trained on fuel dock operation SOPs will be permitted to work on the fuel docks. A listing of those trained staff will be provided to the Park and will be posted in a prominent and visible location at the Fuel Dock Office.

(c) Fueling will be conducted in accordance with procedures specified in NFPA 30A, Code for Motor Fuel Dispensing Facilities and Repair Garages.

(d) Fueling employees will be responsible for the proper fueling of all vessels (private and Concessioner-owned), instructing the boating public who wish to fuel their own vessels on the appropriate safety and environmental measures that must be undertaken prior to and during fueling the vessel. Fueling employees must also directly supervise the fueling of the vessel by the visiting public.

(e) Customers will be discouraged through appropriate signage from "topping-off" to prevent overfilling fuel tanks.

(f) The concessioner will provide (for sale to the public when necessary) and require customers to use, materials to control fuel spills during fueling where economically and technically feasible and appropriate. These include, but are not limited to, the use of absorbent materials for nozzles, fill pipes and vent lines to collect overfill and spillage.

(g) Portable gas tanks less than 12 gallons in volume will be removed from vessels and will be fueled in secondary containment (e.g., plastic tub) provided by the concessioner

E) Vehicle and Transportation Operations

(1) Operations

(a) Vehicle maintenance will not be performed in visitor use areas. The Superintendent will designate areas for vehicle maintenance and concessioner parking.

(b) Vehicle Emergency Response. Individual fleet and public service vehicles should carry, at minimum, enough absorbent materials to effectively immobilize the total volume of fluids contained within the vehicle. Vehicles and operators transporting hazardous materials must have applicable Department of Transportation (DOT) certifications and registrations, and operators must be knowledgeable of local emergency response and personal safety protocol.

F) Bicycle Rental

(1) General. Bicycle rental services, if provided, will comply with the following:

(a) Up to twenty-four bicycles, in a range of sizes, may be available for rent.

(b) Bicycle helmets of proper size will be provided with each rental.

(c) A map showing permitted areas of use and speed limits (15 mph for the most part) will be provided with each rental. The employee renting the bicycle will reinforce this information verbally.

(d) The rental agreement will include a statement signed by the renter that they will limit use of the bicycle to the permitted areas and will approved by the Superintendent

(e) Bicycles will be kept in racks in an NPS approved location.

(f) Bicycles will be maintained in accordance with manufacturer recommendations and checked for proper operation prior to each rental.

G) Interpretive Services

(1) General

(a) The Concessioner is not required to provide formal interpretive services. The Concessioner, however, will ensure that employees possess general knowledge of Glacier Bay National Park & Preserve's goals, resources, history, environmental and other management concerns commensurate with the employees' position. Bus drivers shall welcome visitors and provide an accurate orientation to the Park on trips from Gustavus to Bartlett Cove.

(2) Non-Personal Interpretive Services

(a) Non-Personal Interpretive Items. The Concessioner will explore a wide array of methods for conveying interpretive messages to visitors on Park-related themes and topics such as resource protection, appreciation of Park values, and Service goals. Park interpretive themes will carry over to merchandise sold in retail outlets. Service approved interpretive messages will be included on such items as menus, placemats, paper cups, tent-cards, etc.

(b) Maps and Guides. The Concessioner shall display or distribute interpretive materials provided by the Service.

H) Vessel Operations

(1) General Requirements

(a) The Concessioner must have the written approval of the Superintendent prior to making commitments to third parties for any vessel additions, major modifications, replacements, or substitutions. The request for approval should include vessel specifications, impact on prices and visitor service and environmental concerns, such as sound signature above and below water, probable wake, emission, refuse handling, waste treatment, etc. Requests for emergency vessel replacements or substitutions will be considered expeditiously. The Superintendent may deny the request or specify operating requirements in order to protect Park resources, provide for visitor services, or other Park related objectives.

(b) The Concessioner vessel operators will attend a Park boater orientation for tour vessel operators prior to operating a vessel within the Park or immediately upon entering the Park. Concessioner vessel crews will receive a Park boater orientation within a week of reporting for duty in the Park.

(2) Incident Reporting

(a) Concession Vessel operators will immediately report the following incidents by radio to KWM 20 Bartlett Cove: (This does not relieve the vessel operator of other reporting requirements under all Applicable Laws such as to the USCG or Alaska Department of Environmental Conservation.)

- Personal injury to a visitor or crewmember that may result in a tort claim or requires medical attention other than minor first aid.
- Marine casualties or oil spills as defined by all Applicable Laws including, but not limited to Coast Guard regulations.
- Wildlife incidents involving injury, property damage or posed a threat to humans.
- Any campers who missed a scheduled pick-up.

(3) Operating Requirements

(a) The Concessioner will take every precaution necessary to insure that their vessel's wake will not injure a visitor or cause damage to other vessels or the Bartlett Cove Public Use Dock. When traveling within ½ mile of a shoreline and overtaking another vessel or kayak in the water or on shore, Concessioner vessels should be slowed to a speed that will reduce the impact of their wake on the smaller vessel. When a cruise-ship transfer is in progress, Concessioner vessels should avoid creating a wake that could endanger boarding personnel. When a Concessioner vessel is overtaking a Service transfer vessel, the captain will radio the Service transfer vessel and coordinate a course that will minimize potential conflict.

(b) Vessel operators of all Concession vessels will report all sightings of Orca, Humpback and Minke whales by marine band radio to KWM 20 Bartlett Cove when they are sighted or as soon as they are within radio range.

(c) Materials, supplies, or equipment of any type will not be cached or stored at any location in the Park other than within Concessioner facilities at Bartlett Cove.

(4) Vessel Requirements

(a) All concession vessels shall:

- Carry U.S. Coast Guard approved covered inflatable life rafts capable of carrying all passengers and crew and mounted so as to be automatically deployed in case of emergency.
- Have at least one crewmember certified in standard First Aid, CPR and use of the automatic defibrillator on the vessel during all day tours.
- Carry a first aid kit, including blood pressure cuff and stethoscope, oxygen capacity for delivering six liters per minute for 60 minutes, and an automated external defibrillator. The contents of the first aid kit will be subject to review by the Chief Ranger.
- Maintain equipment for and comply with Applicable Laws with regard to the discharge of blackwater (sewage) and greywater into the water or land within the Park. Have a Type I or II marine sanitation device capable of legally discharging wastewater without the use of the Park wastewater treatment plant. Discharging wastewater into the NPS operated wastewater treatment plant at Bartlett Cove is prohibited without the written approval of the

Superintendent. Discharging untreated wastewater into marine waters more than three miles from shore outside the Park is also prohibited.

(5) Vessel Entries

(a) The Concessioner is authorized the following vessel use:

- One trip per day (for the day tour)
- One trip per day (if a separate camper drop-off vessel has been authorized by the Superintendent).

(6) Day Tour Requirements

(a) General Requirements. Consistent with safe vessel operations, the Concessioner day tour will:

- have a rated capacity of at least 149 passengers.
- follow an approved route with the provision for optional areas such as Shag Cove, Reid Inlet and the length of Tidal Inlet.
- spend at least 15 minutes at South Marble Island.
- spend at least 30 minutes at the face of Margerie or Johns Hopkins Glacier.
- allow 1 hour for "opportunistic" wildlife viewing. Some prime viewing locations could include Oystercatcher Creek, Geikie Inlet, Gloomy Knob and the outwash at Tidal Inlet, near Grand Pacific Glacier or Russell Island cut.
- shut down internal combustion engines while viewing primary tidewater glaciers, as defined by the NPS.
- provide good viewing areas from inside and out on the deck. Windows shall be kept clean and fog free.
- provide at least 8 square feet of floor space or 24 cubic feet of display cabinet space and 12 square feet of wall space in an accessible public area for Service interpretive visitor information (maps, reference books, hands-on items, exhibits).
- provide a public address system with a cordless microphone that can be broadcast and understood on all inside and outside decks, for use in the Service interpretive program. Outside speakers for this system will be oriented such that sound projected beyond the vessel is minimized.
- limit Concessioner announcements to those required for proper operation of the vessel.

(7) On-board Interpretation

(a) National Park Service Interpreters will be provided by the Service aboard Concession tour vessels at the discretion of the Superintendent. The Concessioner may provide additional interpretive services that would complement the existing NPS interpretive program, subject to approval of the Superintendent. Any

Concessioner interpretive services will be subject to the approval of the NPS and will be coordinated with the NPS interpretive program.

(8) Camper/Kayaker Drop-Off Service

(a) The Concessioner will provide daily backcountry vessel drop-off/pick-up services accommodating at least 18 campers and 15 kayaks or canoes to a minimum of three sites selected by the Service in consultation with the Concessioner.

(b) Drop-offs and pick-ups will be on a regular schedule. If a backcountry party is not present at a scheduled pick-up, NPS Visitor Protection Staff must be notified as soon as radio communication is possible. Unless directed otherwise by the Service, the Concessioner will continue the scheduled trip.

(c) Drop-off sites may be changed by the Service at any time when required for protection of Park resources or visitor safety. Up to two additional sites may be selected by mutual agreement of the Service and Concessioner.

(d) The drop-off sites for 2004 will be Mt. Wright, Queen Inlet and Sundew Cove.

(e) If the Concessioner is unable to reach the drop-off/pick-up location within one hour of the scheduled time, the captain will immediately notify the Service. In cases where weather, mechanical or other conditions prevent scheduled pick-ups, the Concessioner will consult with the Service to develop a plan for notifying and ultimately picking up campers. In general, when mechanical problems preclude a scheduled pick-up, the Concessioner will be expected to arrange for a charter vessel to complete the pick-up(s).

(f) The front desk staff at the lodge will inform each person purchasing a camper drop-off or pick-up voucher that camping permits are required and that a copy of the camping permit must be available when they board the vessel.

(g) Prior to boarding, the drop-off vessel crew will verify that each group scheduled to be dropped-off in the backcountry has a valid camping permit. Campers without camping permits will be directed to the VIS for a permit. Camping permits are not required for Federal employees on official business or backcountry users planning a day trip.

(h) All backcountry visitors and their kayaks and gear will be picked up at each pick-up location. If, because of time or capacity constraints, the drop-off vessel is unable to accommodate all the individuals at each site, the Concessioner will provide another vessel to retrieve the individuals.

(i) The Concessioner will maintain a log of all drop-offs and scheduled pickups and provide passengers getting dropped off with an orientation regarding drop-off/pick-up procedures.

(9) Dock Use

(a) The Concessioner will be allocated a portion of dock space at the NPS Public Use Dock for their marine operations. The assigned space is designated on the "Guide to Docking" map, an attachment to the Park "Compendium." The Service will consult with the Concessioner when allocating Concessioner dock space. A copy

of the compendium with the assigned dock space plan will be given to the Concessioner annually.

4) <u>Concessioner Reporting Requirements</u>

A) Concessioner Reports

The Service and/or its representatives will be allowed to inspect supporting documentation for all operational reports upon request.

(1) General

(a) <u>Management Listing and Organizational Hierarchy.</u> The local General Manager will provide the Service a list identifying key concession management and supervisory personnel and their job titles by May 1 of each year. The Service will be notified of any change in Key Management Personnel.

(b) <u>Schedule of Operations.</u> The Concessioner will annually submit a written schedule of proposed opening and closing dates prior to December 1 of each year, and a schedule of proposed operating hours for all concession facilities and operations prior to April 1 of each year for the Service's approval.

(c) <u>Incident Reports.</u> The Concessioner will report immediately following incidents to the Park:

- any fatalities or incidents which could result in a tort claim to the United States; property damage over $500;
- any injury sustained by a visitor or employee in a concession facility, and/or all medical emergencies shall be reported promptly to the NPS Dispatcher. All employee and/or visitor illness complaints will be promptly reported to the Service through the appropriate District Ranger so that thorough investigating procedures can be completed as necessary;
- all motor vehicle accidents;
- any incident that affects the Park's natural and/or cultural resources; and,
- any known or suspected violations of law.
- a summary of all incidents occurring during the month shall be included in the consolidated month-end report.

(d) <u>Human Illness Reporting.</u> Information on all human illnesses, whether employees or guests, is to be promptly reported to the Park. This information, along with other information received, will be evaluated by the Public Health Service Sanitarian to help identify outbreaks of illness associated with contaminated water or food sources, or caused by other adverse environmental conditions. Reports shall be made by telephone.

(2) Monthly Asset Monitoring Report

(a) A monthly Asset Monitoring Report will be provided to the National Park Service. The following information will be included in this report. The report will be due to the Service by the 15th day of the following month.

(b) Financial and Operational Statistics

- The Concessioner will provide operational statistics and financial information for each revenue-producing outlet. The statistics and information will be provided in a mutually agreed upon format. (See Operational Reports, below)
- The Concessioner will provide documentation to the Superintendent demonstrating proof of required franchise fee payments as described in Section 11 of the CONTRACT within 15 days of any remittance.

(c) Utility Pass-Through Revenues. The Concessioner will provide the Superintendent with reports on utility rates recouped as pass-through revenue during the reporting month.

(d) Maintenance Reserve. A status report on projects funded by the Maintenance Reserve.

(e) Visitor Comments. The Concessioner shall provide to the Service tabulated summaries of all visitor comments 15 days after the end of the month, including a year-to-date tabulation.

B) Concessioner Operational Reports

(1) Operational statistics will be included in the monthly asset management report. An annual summary report will be due 60 days after the end of the year, unless otherwise agreed upon by the Director. This data should be presented in a concise spreadsheet format approved by the Superintendent. Separate revenue and non-revenue data will be provided in all applicable areas.

(2) Overnight Lodging

(a) Rooms available and occupied and average daily room rate

(b) Market segmentation (i.e. individual leisure, tours, group, conference)

(c) Total guest count

(d) Average length of stay

(e) Turnaway demand for days during that month and reasons

(f) Telephone revenues (in room, internet and fax charges)

(3) Day Tour Boat and Camper Drop-Off

(a) Day tour tickets sold segmented by lodge guest and non-guest, adult and child, and by advance sale versus walk-up.

(b) Camper drop-off tickets sold segmented by lodge guest and non-guest

(c) Number of campers dropped off by location

(d) Number of campers picked up by location

(e) Number of kayaks transported into the Park

(4) Food and Beverage

(a) Number of covers served by breakfast, lunch, brunch, and dinner by outlet with corresponding revenues.

(b) Food & beverage revenue for the day tour [and camper drop-off vessel if offered separately] (not including food or beverages included in the trip price).

(c) Number of banquet covers by breakfast, lunch and dinner and corresponding revenues.

(5) Merchandising

(a) Revenue by Outlet.

(b) Revenue by merchandise category (i.e. Native American handicraft, gifts and souvenirs, grocery, apparel).

(6) Employees

(a) Number of employee housing beds available and occupied.

(b) Number of permanent and seasonal employees on staff at end of month.

(c) Number of meals served by breakfast, lunch and dinner.

(7) Fuel

(a) Land (if offered). Type & number of gallons sold and associated revenue

(b) Water. Type & number of gallons sold and associated revenue

(8) Transportation

(a) A breakdown, by day, of the number of bus trips and their route (ex. Bartlett Cove-Gustavus Airport).

(b) The total number of buses run per day.

(c) Actual passenger counts per bus per day.

5) Utility Responsibility

A) General Requirements

(1) Utilities provided to the Concessioner by the Service include electricity, water, sewage treatment, and fuel storage and handling. Utility rates are established in accord with Service policy. Utility statements will be issued to the Concessioner each month.

(2) The Service will review operating costs for utility systems and services annually and will notify the Concessioner in writing by October 31 of the rates for the upcoming year (which will run from January 1 – December 31). A rate comparability study is to be done by the Service, and rates shall be based on both the study and results of the preceding fiscal year's actual costs.

(3) The Service will review the Concessioner's pass-through reports to compare the projected and actual utility costs and rate pass-through. Differences of more than 5% will result in adjustments for the following year.

(4) Nothing in this agreement will prevent the Service from terminating a particular utility service if such service is commercially available and the Service deems it is in the public interest to switch to a commercial utility.

B) Water & Sewage

(1) The Concessioner will be billed for water and wastewater utility services based on the amount of total water delivered to Concessioner Facilities.

C) Solid Waste Disposal

(1) The Concessioner is responsible for separation, recycling and disposal of solid waste outside the Park.

D) Fuel Services

(1) The Service will bill the Concessioner for the pro-rated cost of operation of the fuel storage facility based on the proportion of fuel the Concessioner passes through the facility. The basis for such billing (cost of operation and fuel data documentation) will be available to the Concessioner for review.

6) <u>Risk Management</u>

A Risk Management Plan will be developed and maintained by the Concessioner to implement an appropriate safety program. The initial plan will be developed and submitted to the Service within 60 days of the awarding of this contract. This plan will be submitted to the Service for review and approval on an annual basis. The program will include, at a minimum, the following components:

(1) Administration

(2) Inspections

(3) Deficiency Classification and Hazards Abatement Schedules

(4) Accident Reporting and Investigation

(5) Public Safety Awareness

(6) Training

7) <u>Security and Emergency Services</u>

A) Protection and Security

(1) Law Enforcement

(a) <u>The National Park Service</u>. The National Park Service shall respond to violations of Federal laws and regulations. State officials may be called to assist in some matters but this will be accomplished through the office of the Chief Ranger or his/her authorized representative.

(2) Concessioner Security Personnel

(a) <u>Security.</u> During the operating season, the Concessioner shall provide security personnel for employee housing area to handle in-house employee issues and to check concession facilities for security purposes on a 24-hour, 7-day per week

schedule. Concessioner-employed security personnel will be empowered to enforce the Concessioner's employee policies and housing regulations.

(b) Authority. Concessioner-employed security personnel have only the authority of private citizens in their interaction with Park visitors. They have no authority to take law enforcement action or to carry firearms.

B) Fire Protection

(1) The Service and the Concessioner shall provide fire protection jointly, with primary responsibility lying with the Service.

(a) Concessioner. The Concessioner has the responsibility to ensure that all facilities within its assigned area meet Federal, State and Local codes and that fire detection and appropriate suppression equipment is installed, operated, and maintained in accordance with applicable National Fire Protection Association standards, including completion of any required inspections and timely corrective actions.

(b) National Park Service. The Service will provide emergency response fire protection services to the Concessioner.

C) Emergency Medical Care

(1) Emergency. The Service will provide emergency response medical services to the Concessioner.

(2) Qualified Staff. The Concessioner shall provide qualified staffing to provide health information, first aid, and non-emergency treatment to the Concessioner's employees. The minimum certification standard will be Emergency Medical Technician or Emergency Trauma Technician.

D) Emergency Response

(1) General. The concessioner will provide plans and procedures, equipment and training to employees to effectively respond to releases of hazardous substances and biological substances for the purpose of controlling or stopping the release in accordance with Applicable Laws.

(2) Emergency Response Plans. As a component of its Risk Management Program, the concessioner will maintain and implement an Emergency Action Plan ("EAP") and an Emergency Response Plan ("ERP") in accordance with 29 CFR 1910.38 and 1910.120 respectively. The ERP will describe emergency response procedures that the concessioner will maintain to respond to nonincidental spills of hazardous substances stored and handled by the concessioner "for the purpose of containing the release" as defined in 29 CFR 1910.120(q)(6)(ii). Hazardous substances to be addressed in the ERP will include, but are not limited to, gasoline and diesel fuel. Other substances that may be included in the ERP include cleaning products, paints and other maintenance supplies that may be stored or handled by the Concessioner in quantities that may result in a nonincidental spill. The Concessioner's ERP and EAP will be integrated and consistent with the Concessioner roles and responsibilities and procedures specified in the Park Spill prevention, Control and Countermeasure ("SPCC") Plan, Facility Response Plan ("FRP") and Fuel Transfer Plan.

(3) Training. Hazardous Waste Operations and Emergency Response ("HAZWOPER") training will be provided to concessioner employees in accordance with 29 CFR 1910.120, as necessary and appropriate to implement the Concessioner's ERP. Applicable Concessioner employees will be trained at the HAZWOPER "First Responder Operations level" or greater.

(4) Emergency Response Equipment. Emergency response equipment will be provided as necessary and appropriate to implement the Concessioner's ERP and will be maintained in good condition.

(5) Biological Hazard Emergency Response. The concessioner will maintain separate plans and procedures for responding to spill and leaks of sanitary wastes from concessioner maintained utilities that present potential biological hazards. These plans will include means to control and stop the spill or leak. Employees involved in such emergency procedures will have Bloodborne Pathogen and other applicable public health training and will be trained on the Concessioner's emergency response procedures. Equipment will be maintained as necessary to implement the Concessioner's emergency response plan including spill response and personal protective equipment.

E) Hazard Communication

(1) The Concessioner will develop, document, and implement a Hazard Communication Program in accordance with OSHA regulation 29 CFR 1910.1200 and the NPS Risk Management Program requirements. The Hazard Communication Program will address the written program, container labeling, material safety data sheets, and training.

F) Respiratory Protection

(1) The Concessioner will develop, document, and implement a Respiratory Protection Program in accordance with OSHA regulation 29 CFR 1910.134 and the NPS Risk Management Program requirements. The Respiratory Protection Program will address voluntary and required respirator use and all respirators, including filtering facepieces (i.e., dust masks).

8) <u>Public Relations</u>

A) Required Notices

The following notice will be prominently posted at all Concessioner cash registers and payment areas:

> "This service is operated by (Concessioner's name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service.
>
> Please address comments to: Tomie Patrick Lee, Superintendent
> Glacier Bay National Park & Preserve
> P.O. Box 140
> Gustavus, Alaska 99826
> 907-697-2230

e-mail: Tomie_Lee@nps.gov

All media inquiries concerning the Park will be referred to the Superintendent.

B) Advertisements and Promotional Material

(1) Promotional Material

(a) Approval. The Concessioner will submit all promotional material prior to publication, distribution, or broadcast, to the Service for approval. The Concessioner shall contact the Service well in advance to establish specific time frames for each project review. The Service may order unapproved promotional material removed from circulation.

(b) Changes. Brochure changes and layout should be submitted to the Superintendent for approval at least 30 days prior to projected need/printing dates. The Superintendent will make every effort to respond to minor changes to brochure and other texts within 15 days. Longer periods may be required for major projects or where NPS assistance is required to help develop the product. The Concessioner should contact Park staff well in advance to establish specific time frames for each project.

(c) Material Specifications. All advertisements and promotional material will be published on minimum 30% post-consumer material paper and/or tree-free products and double-sided where economically and technically feasible and appropriate. The use of soy-based inks is recommended.

(2) Statements

(a) Authorization. Advertisements must include a statement that the Concessioner is authorized by the NPS and the Department of the Interior, to serve the public in the Glacier Bay National Park & Preserve

9) Volunteers in the Park ("VIP") Program

The Concessioner will allow its employees to participate in the Park's Volunteer in Park program.

Effective _____ , 200____

By: _____ **Received By: _____**

Superintendent, Glacier Bay National Park & Preserve [insert Concession official here]

EXHIBIT C
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 contacts by the Concessioner.

C. FACILITIES

(1) Definitions: As used herein:

a) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner;

b) Facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from:

a) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin, or disabling condition;

b) discriminating by segregation or other means against any person.

Section II: Accessibility

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

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

A. DISCRIMINATION PROHIBITED

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

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

B. EXISTING FACILITIES

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

EXHIBIT D

ASSIGNED LAND AND REAL PROPERTY IMPROVEMENTS (CONCESSION FACILITIES)

LAND ASSIGNED

Land is assigned in accordance with the boundaries shown on map on the following page.

REAL PROPERTY IMPROVEMENTS ASSIGNED

The following real property improvements are assigned to the Concessioner for use in conducting its operations under this CONTRACT:

Building Name	Description	Area (sq.ft.)	Service Asset #	Map Key	Insurance Full Replacement Cost as of 3/1/03
Glacier Bay Lodge	Main Lodge Building	8,207	GBL 16	1	$1,761,109
Cabins #1 – 4	Guest Cabins	1,280	GBL-16A	2	$166,516
Cabins #5-6/U-1	Guest Cabins	960	GBL-16B	3	$102,688
Cabins #7-8	Guest Cabins	640	GBL-16C	4	$83,258
Cabins #9-15	Guest Cabins	1,960	GBL-16D	5	$211,326
Cabins #16-21	Guest Cabins	1,680	GBL-16E	6	$211,326
Cabins #22-25	Guest Cabins	1,280	GBL-16F	7	$166,516
Cabins #26-27	Guest Cabins	640	GBL-16G	8	$83,258
Cabins #28-31	Guest Cabins	1,120	GBL-16H	9	$140,884
Cabins #31A-34	Guest Cabins	1,120	GBL-16I	10	$140,884
Cabins #35-38	Guest Cabins	1,120	GBL-16J	11	$140,884
Cabins #39-42	Guest Cabins	1,120	GBL-16K	12	$140,884
Cabins #43-46	Guest Cabins	1,120	GBL-16L	13	$140,884
Cabins #47-50	Guest Cabins	1,120	GBL-16M	14	$140,884
Cabins #51-52/U-3	Guest Cabins	960	GBL-16N	15	$102,688
Cabins #53-54	Guest Cabins	640	GBL-16O	16	$83,258
Cabins #55-56	Guest Cabins	640	GBL-16P	17	$83,258
Baggage Storage	Utility Building	320	GBL-16R	18	$17,757
Lodge Service Building	Utility Building	1,000	GBL 17	19	$52,812
Lodge Administration	Office & Staff Dining	2,290	GBL 71	20	$407,673
Employee Housing 1	Dormitory	1,728	GBL 56	21	$315,105
Employee Housing 2	Dormitory	1,728	GBL 57	22	$315,105
Employee Housing 3	Dormitory	1,920	GBL 58	23	$315,105
Tank – GBL 16-17	Propane Tank	N/A	N/A	24	N/A
Tank – GBL 17	Fuel Oil Tank	N/A	N/A	25	N/A
Tank – GBL 16-70964	Fuel Oil Tank	N/A	N/A	26	N/A
Tank – GBL 16-70961	Fuel Oil Tank	N/A	N/A	27	N/A
Oil Storage Building	Utility Building	N/A	GBA-92	N/A	N/A

FIXTURES AND NON-REMOVABLE EQUIPMENT ASSIGNED

For clarity the following fixtures and non-removable equipment, which are assigned as part of the real property improvements listed below:

Location	Item	Quantity
Admin. Area	Heating oil tank, double wall, 2,000 gal	1
Admin. Area	Propane tank, GBL Admin. Area	1
Lodge Kitchen	Cleveland C.E.T. 8 Steamer	1
Lodge Kitchen	Custom 18" x 181.5" s/s overshelf pass-through	1
Lodge Kitchen	Custom stainless steel backsplash for steam table	1
Lodge Kitchen	Delfield STD4448N 4 drawer worktop refrigerator	1
Lodge Kitchen	Duke 303LP 3 compartment steam table	1
Lodge Kitchen	Eagle shelf units (3) 18" x 72" shelfs, (4) 33" posts	1
Lodge Kitchen	Frymaster G.F. 40 Fryer	1
Lodge Kitchen	Garland GXR Broiler	1
Lodge Kitchen	Garland H286 Range w/2 burners, griddle, conv. oven & salamander	1
Lodge Kitchen	Garland H286 Ranger w/ 6 open burners	1
Lodge Kitchen	Kitchen Hood Fire Suppression System	1
Lodge Kitchen	LX30H-14 Hobart warewasher, sanitizer, spray-table and food grinder	1
Lodge Kitchen	McCall RP-15-16: 16 pan sandwich prep table	1
Lodge Kitchen	McCAll RP-6: 8 pan sandwich prep unit	1
Lodge Kitchen	Russell Walk-in Outdoor Freezer	1
Lodge Kitchen	Russell Walk-in Refrigerator	1
Lodge Kitchen Bakery	Stack Oven	1
Lodge Laundry	Raytheon Unimac 60 pound clothes washer/extractor w/ water saver	2
Lodge Laundry	Raytheon Unimac 75 pound clothes dryer w/reversing option	3
Lodge & Admin.	Boiler installations (4 sites)	4
Lodge Area	Heating oil tank, double wall, GBL Admin. area	1
Lodge Area	Heating oil tanks, double wall, 3,000 gal	3
Maint Shop	Walk-in Freezer	1
Staff Café Kitchen	Gaylord range hood w/exhaust fan and sprinklers	1
Staff Café Kitchen	Hobart ware washer, type AM14	1
Staff Café Kitchen	Mop sink w/faucet	1
Staff Café Kitchen	Preparation table w/cabinets and can opener	1
Staff Café Kitchen	Pull down metal serving window	1
Staff Café Kitchen	Scrape table with sink and disposal	1
Staff Café Kitchen	Serving table(w/electric hot & cold holding compartments)	1
Staff Café Kitchen	Sunfire range/oven	1
Staff Café Kitchen	Three sink stainless steel table	1
Staff Café Kitchen	Wall cabinet	1
Staff Café Kitchen	Wire wall shelving	1
Staff Cafeteria	Cabinet w/counter and sink	1
Staff Cafeteria	Wall cabinet	1
Staff Cafeteria	Wall mounted fire hose cabinet w/hose & nozzle	1
Staff Cafeteria	Wall-mounted Coat rack	1
Lodge Warehouse	Walk-in Refrigerator	1

Approved, effective _____, 20____

By: _____

Regional Director, Alaska Region

Map 1 - Land Assignment –

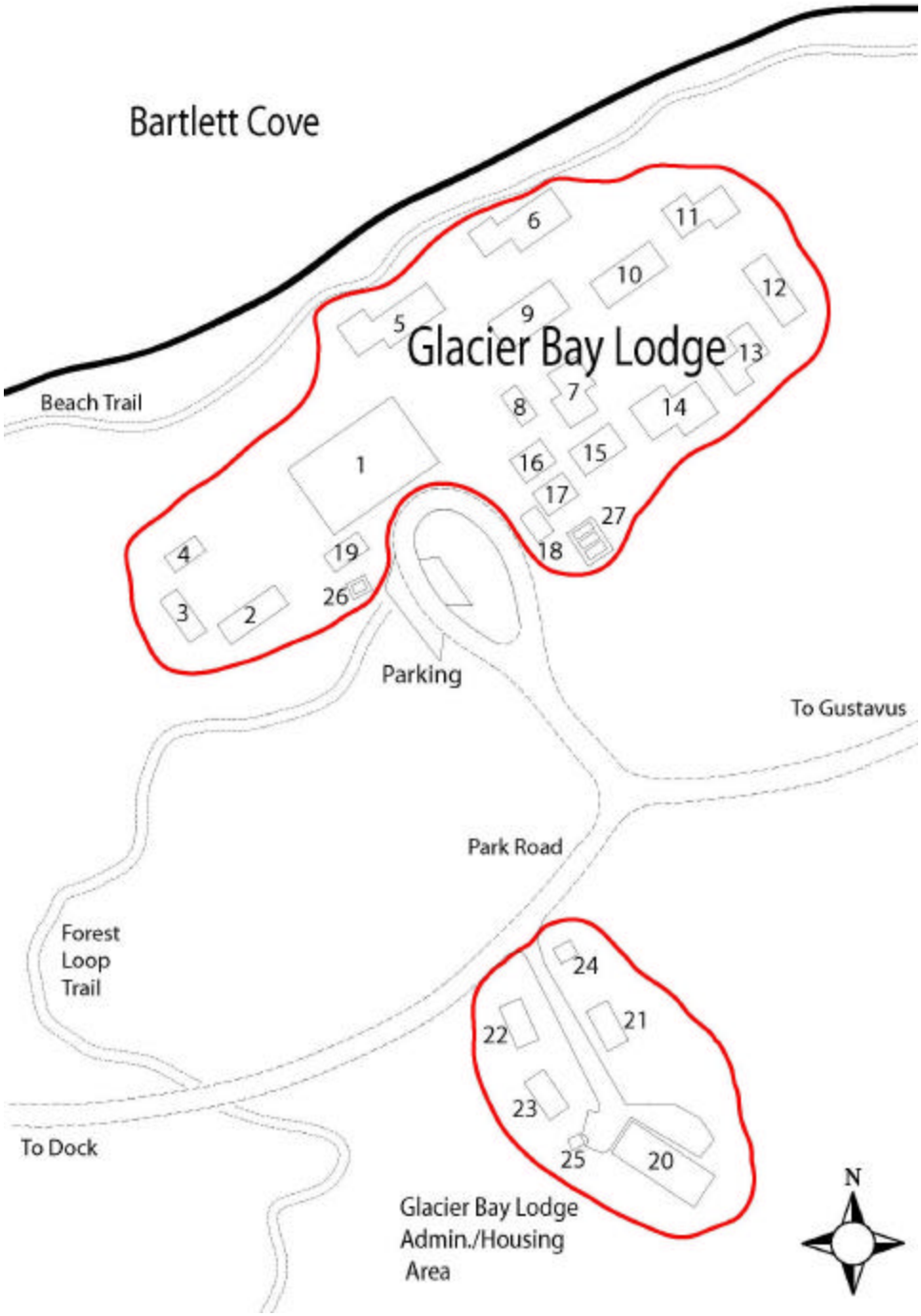

EXHIBIT E

ASSIGNED GOVERNMENT PERSONAL PROPERTY

Government personal property is assigned to the Concessioner for the purposes of this CONTRACT as follows:

Location	item	Quantity
Cabins	bedframe, double, ranch oak	**20**
Cabins	bedframe, single, ranch oak	**20**
Cabins	chair, ranch oak, cushioned	**20**
Cabins	desk chairs	**20**
Cabins	desks, wood	**20**
Cabins	end tables, sm	**20**
Cabins	luggage rack	**20**
Staff Café Kitchen	Small Hobart mixer, sn: 1537561	**1**
Staff Café Kitchen	True freezer	**1**
Staff Café Kitchen	True refrigerator	**1**

Effective, this ____day of _____, 20 ____.

By:_____

Superintendent, Glacier Bay National Park & Preserve

EXHIBIT F

CONCESSIONER CONSTRUCTION, MAJOR REHABILITATION, AND REPAIR AND MAINTENANCE PROJECT PROCEDURES

A. INTRODUCTION

This exhibit presents step-by-step procedures for the administration of Concessioner building projects (construction, major rehabilitation, and repair and maintenance projects) within the park Area. Important terms are defined first. Project planning and design are presented second, followed by guidelines for project supervision. All projects undertaken by the Concessioner require a coordinated effort between the Concessioner and the Superintendent. This exhibit applies to the building of new structures or facilities, major rehabilitations, and the repair and maintenance ("R&M projects") of existing Concession Facilities that change the nature, appearance or value of existing Concession Facilities. Rehabilitation projects that are not major rehabilitations as defined in the CONTRACT are considered as R&M projects. Facility operations, custodial and preventive maintenance and maintenance needed for facility operations are not considered R&M projects subject to these procedures. Repair and maintenance is also not to be considered as a project subject to these procedures when the activity does not change the nature, appearance or value of existing Concession Facilities. All projects must be proposed, approved, and accomplished under these procedures. In the event of any inconsistency between this exhibit and the main body of this CONTRACT and Exhibit A, the main body of the CONTRACT and Exhibit A will prevail.

In accordance with the CONTRACT, only certain new construction and major rehabilitation projects may qualify for leasehold surrender interest (LSI). Following these administrative procedures for both LSI and non-LSI projects will enable Service to approve LSI, as well as to ensure that all requirements of law and Service policy are undertaken with respect to any project. In addition, these procedures will enable the appraisal of LSI to occur in an orderly way. The documentation collected and organized by the use of these guidelines will provide a record of decision or "paper trail" of project development and implementation that will assist the park and Concessioner in future planning and facility appraisal.

All project activities shall be directed and managed as presented in the "Annual Construction and Repair and Maintenance Management Plan" (CMP). In addition to these activities, the CMP is also to present scheduled project development and implementation, as presented below under Item C, Project Planning and Design, paragraph 1. Individual projects included in the CMP will be authorized by Service through an approved Project Statement (PS).

Projects may be required to be reviewed under the National Environmental Policy Act (NEPA) of 1969, as amended. Projects within historic and culturally significant areas may require certain building management methods established under the National Historic Preservation Act of 1966, as amended. All construction shall comply with codes and building requirements adopted by Service, including without limitation and where applicable, the most recent International Building Code (IBC), National Fire Protection Association (NFPA) codes, the Americans with Disabilities Act (ADA) requirements, and Service management policies.

The Concessioner is responsible for all aspects of project development and implementation. The role of the Service is to provide direction, authorization and oversight. The Concessioner and the park staff must work closely together to successfully complete construction projects in a manner that achieves the goals and objectives of the park Area and the Service.

B. DEFINITION OF TERMS

"Annual Construction and Repair and Maintenance Management Plan" (CMP): A written document presenting all construction, major rehabilitation and R&M projects to be undertaken by the Concessioner during the following calendar year after the final submittal date.

"Approved Project Documents": " Project drawings and specifications approved by the park Superintendent and used by the Concessioner to direct a contractor in the type, size and quality of projects.

"Change Order": A written agreement between the "Construction Supervisor" and the Contractor or Consultant that changes the contract documents or scope of project work as agreed upon contractually.

"Construction": The removal or assembly of a building, road, utility or any other facility part or material that changes the nature, appearance, or value of that facility.

"Construction Supervisor": A Concessioner employee designated to administer and coordinate day-to-day projects representing the interests of the Concessioner and Service and assuring quality work is performed that meets the design and specifications of the project. This person must have the authority to direct the contractor in any way that may change the contractual agreement between the Concessioner and the contractor.

"Conventional Design-Bid-Build Methods": Construction developed and implemented under several separate agreements managed and coordinated directly by the Concessioner.

"Contact Person": A Concessioner employee designated as the person to contact with regard to a specific matter, concern, or issue.

"Facilitator": A Concessioner employee designated to have the role of providing structure and agendas for meetings with Service and who records meeting discussions and outcomes.

"Guaranteed Maximum Price Design-Build Construction Methods": An industry recognized type of construction where project consultants and contractors form an agreement to work as one entity providing facility construction in response to a developed request for proposal issued by the Concessioner. (Reference: Design Build Institute of America).

"Licensed Contractor": An entity performing construction certified or licensed by the State to perform construction services within that State.

"Major Rehabilitation": (Defined in the CONTRACT).

"Project Coordinator": A Concession employee vested with the authority to direct consultants and contractors in the expenditure of construction and R&M funds.

"Project Statement" (PS): An agreement between Service and the Concessioner approved by the park Superintendent that authorizes the development and implementation of individual projects identified in a CMP.

"Registered Technical Professionals": Architects, engineers, or any subject area expert either certified or licensed by the State to perform specialized services or certified by a widely recognized industry regulator held responsible for quality and standard application of technical subject matter.

"Substantially Complete": (Defined in the CONTRACT).

"Total Project Cost": The total of all actual project expenditures (invoiced and paid) for completion of a project.

"Total Project Price": The total of all estimated project expenditures for completion of a project.

C. PROJECT PLANNING AND DESIGN

1) Submit an Annual Construction and Repair and Maintenance Plan (CMP). Before approval to proceed with any project is granted by Service, the Concessioner must submit a CMP for implementation the following year. Some projects may require several years of planning and design before construction. The purpose of the plan is to identify the need and tentative scope of projects a complete year in advance of actual work to allow adequate time to prepare for project commencement. The CMP shall include any intended projects. Projects shown in the plan must include at least a project title; project concept description; a brief statement of justification; and anticipated NEPA and Section 106 planning and compliance established in collaboration with Service staff.

2) Notify Service of Intent-to-Proceed. The Concessioner must notify the Service in writing before commencing any facility design or construction process. The project must be identified in the CMP the calendar year before to assist the Service in sequencing and scheduling necessary support staff. The time of notification shall be sufficiently in advance of any Concessioner budget formulation to assure the requirements of the park Superintendent are included in the project scope before the project is funded.

3) Identify a Project Coordinator. The Concessioner project coordinator must be identified for each project. This person shall have the authority to obligate project expenditures and hire and direct consultants and contractors, and Concessioner support staff.

4) Prepare a Proposed Project Statement. (PS) Arrange and facilitate a project planning conference with Service staff and prepare a proposed PS to be submitted to the park Superintendent for review. The conference shall be performed on the proposed project site, if needed.

    (a) Conference goal and product. The primary goal of the conference is to clearly identify the project concepts and scope at sufficient detail to carry the project through to completion without significant deviation from an approved PS. The product of the conference shall be an approved PS prepared by the Concessioner resulting from collaboration between the Concessioner and the park Superintendent.

(b) Project Statement Content. The PS shall include the following as a minimum: Project description; justification; scope of work, including NEPA and Section 106 planning and compliance; estimated Total Project Price; proposed schedule; milestones of Service design review and third party project inspection and certification. The elements of the PS will function as check points of accountability and will vary in frequency and scope, contingent upon the nature, complexity and scope of the proposed project.

(c) Leasehold Surrender Interest. If the Concessioner seeks leasehold surrender interest as a result of a construction project, the Concessioner must request and receive the written approval of the proposed construction project by the park Superintendent in accordance with the terms of this leasehold surrender interest concession contract. An estimate of the amount of leasehold surrender interest shall be identified in advance if the Concessioner requests leasehold surrender interest. The estimated leasehold surrender interest costs shall be separately identified as part of the Total Project Price and substantiated, if requested, with written and competitively acquired price proposals or construction contracts. Not all projects qualify for LSI. LSI is only granted under the terms of this CONTRACT, including, without limitation, its Exhibit A.

(d) Methods of Establishing the Expected Value of Leasehold Surrender Interest. A number of methods are available to estimate the Concessioner's leasehold surrender interest as long as eligible direct and indirect costs are specified. The methods of identifying the expected value of leasehold surrender interest include guaranteed maximum price design-build construction methods, conventional design-bid-build methods, and construction price estimates professionally prepared by subject area experts.

(e) Professional Services and Construction. The Concessioner must assure the park in its project statement that for any project requiring professional services, such services shall be acquired from appropriate registered technical professionals. Licensed contractors shall perform all project work unless otherwise approved in writing by the Superintendent. The Concessioner shall provide for registered technical professionals to perform project inspection and/or facility certification, or any other service needed for project implementation at the request of the park Superintendent.

(f) Service Operations. Any aspect of the proposed project where the scope of work interfaces with Service operations such as utility service connections or road maintenance operations must be clearly identified in the PS.

5) Submit Project Statement for Service Review. The proposed PS shall be submitted in written correspondence from the Concessioner to the park Superintendent requesting review. A PS signed by the park Superintendent constitutes official authority for the Concessioner to continue further project development to the level specified in written correspondence from the Superintendent. The Concessioner may obtain authority to complete a project when sufficient planning and design has been completed to meet the interests of the park. Projects that do not have the level of required planning are likely to receive only conceptual approval

with authorization to proceed with further planning and/or design as required to assure park objectives are met.

(a) Project Statements Containing Claims for Leasehold Surrender Interest. A PS must present an estimate of project expenditures to be claimed for LSI purposes. The eligibility of any expenditures for LSI will not be identified until all project planning is complete to the satisfaction of the park Superintendent, including NEPA and Section 106 compliance, if required. An approved PS serves only as a guide for further project development to the level specified in the PS. The park Superintendent shall only approve final LSI costs after project completion and written project closeout.

(b) Design Required for Leasehold Surrender Interest Eligibility and Value. The park Superintendent may require an appropriate level of design to determine whether a project is eligible for LSI, and if so, its estimated cost. The level of project planning and design required may include completion of concept design, schematic design, or preliminary engineering design, to clearly identify the elements eligible for LSI. Some projects may require the completion of construction drawings and specifications before the proposed LSI is documented to the satisfaction of the park Superintendent. All improvements for which LSI is claimed must be defined in record "as-built" construction drawings and specifications when the Concessioner submits its request for LSI at Project Close-out.

6) Establish a Project File. A file of all project documents shall be held by the Concessioner as a chronological audit trail of all project decision-making activity for each project from concept development to completion and Service acceptance. Each project shall be identified with a unique project number assigned by the park. All documents entered into the file shall have the project identification number clearly displayed on it as part of document identity.

(a) Leasehold Surrender Interest Project File. The Project File will become an LSI project file when the Concessioner requests approval of LSI. It shall be established and maintained by the Concessioner and shall include all of the documents identified in section 6(C) of this Exhibit. This file shall be submitted at the time of Project Close-out to the park Superintendent as the basis for the leasehold surrender interest request. As part of this file, the Concessioner must maintain auditable records of all expenditures attributable to each project and have them available for review if requested by Service personnel. Invoices shall contain sufficient information to identify the tasks completed or products delivered as agreed upon in contracts presenting a full scope of work. The file shall clearly provide a "paper trail" between expenditures eligible for LSI purposes and the payment of those expenses.

(b) Typical Project File. The organization of a typical project file is presented in the following sections:

Section A. Project Statement. The approved PS, scope of work, and a copy of the notice-to-proceed letter, authorizing planning and design, sent to the Concessioner by the park Superintendent shall be filed in this section.

Section B. Planning. This section shall contain documents pertaining to any project planning. Typical documents include those produced for NEPA and Section 106 compliance. Also contained in this section shall be any concept design, preliminary design, or schematic design correspondence and documents. When the park Superintendent grants approval for any of the above stages of project development, correspondence from the park Superintendent shall be filed in this section.

Section C. Assessment. This section shall contain a record of any assessment performed during project implementation. Soil, vegetation, floodplain, structural, electrical assessments, for example, shall be filed in this section. Any other existing site or facility investigative reports, and all quality assurance documents such as third party project inspection, testing and certification shall also be filed in this section.

Section D. Design. This section shall contain a record of documents produced and decisions made during the design phase of a project. The design phase typically occurs when project activity has shifted from conceptual discussion to organizing detailed direction provided to a contractor for construction. Correspondence from the park Superintendent providing design approval shall be in this section.

Section E. Project Work. This section shall contain a record of decisions made during project work. The letter from the park Superintendent granting notice-to-proceed with the project shall be in this section. All contractor proposals, change-orders, design modification documents, daily construction activity records, weekly meeting minutes, etc. shall be in this section. Documentation for larger projects shall be organized according to subcontractor activity or standard specification enumeration. The final document filed in this section shall be the Service correspondence sent to the Concessioner providing project acceptance and closeout.

Section F. Financial. This is a very important section where a copy of all contracts and contract modifications shall be filed. It is important to assure that all expenditures are accounted for. All expenditures must have sufficient supporting documentation cross-referenced with documents in other file sections, if necessary. Monthly financial detail reports shall be prepared and filed in this section with copies of all project budget documents. This section must contain all correspondence supporting LSI with appropriate cross-reference to other sections for clarity of the LSI "paper trail." (For example, cross reference tabs). Also contained in this section shall be a copy of the project acceptance and closeout letter from the park Superintendent that specifies the amount of leasehold surrender interest, if any, applicable to the project.

Section G. Photo Documentation. Complete documentation, including before-and-after photos, records of any special situations or conditions requiring changes, documentation of methods used, etc., shall be kept to support requests for LSI and to assist future maintenance and/or appraisal efforts. Photographic documentation

is also usually required for modifications to "listed" historic structures. To be most useful, photos shall be filed with the documents they support.

7) Submit Resource Compliance Documents for Review and Approval. During development of the project statement, responsibility for compliance work will be established. The Concessioner must request the participation of Service staff early in project planning to assure uninterrupted project implementation. Development of compliance documentation must occur as soon as possible. Every effort shall be made to perform compliance document preparation tasks concurrently with project planning and design.

   (a) Historic/cultural compliance. Historic and cultural compliance document approval is required for property listed in or eligible for inclusion in the National Register of Historic Places. Any undertaking affecting property listed shall be performed in accordance with The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings. The Concessioner must document proposed actions using the "XXX Form" (available from the National Park Service) before any work occurs for any project that may affect a historic structure, historic district, cultural landscape, archeological site or historic object or furnishing. Compliance will usually require the preparation of at least "assessment of effect" drawings and specifications to the level of final documents if required. Compliance shall carry through to submission of the "Construction or R&M Completion Report" for many projects where significant changes are made to the historic structure and/or landscape. Therefore, compliance document approval usually will not occur until after submission of project documents. In-park historic compliance review and approval will require at least several weeks from date of submittal. Where submittal is made to the State Historic Preservation Officer or the Advisory Council on Historic Preservation, additional time will be required before approval may be given. This may be performed concurrently with approval of project documents.

   (b) Ground disturbance. Where ground disturbance will take place submittal of drawings that show area and depth of proposed ground disturbance will be required. Submittal of this document early in project planning is recommended. All project documents that include soil disturbance shall have the following specification included within them: "Petroglyphs, artifacts, burial grounds or remains, structural features, ceremonial, domestic, and archeological objects of any nature, historic or prehistoric, found within the project area are the property of and will be removed only by the Government. Shall Contractor's operations uncover or his/her employees find any archeological remains, Contractor shall suspend operations at the site of discovery; notify the Government immediately of the findings; and continue operations in other areas. Included with the notification shall be a brief statement of the location and details of the findings. Shall the temporary suspension of work at the site result in delays, or the discovery site require archeological studies resulting in delays of additional work for Contractor, he/she will be compensated by an equitable adjustment under the General Provisions of the contract."

(c) Archeological Monitoring. Monitoring project activity is a requirement of cultural compliance when significant ground disturbance occurs during project work. Any cultural resource monitoring required shall be performed under the direction of the Service. The Service shall be notified sufficiently in advance of the need for a monitor and will assist the Concessioner in making arrangements for the services of an archeological monitor at the expense of the Concessioner, if the Service is unable to provide the expertise.

(d) National Environmental Policy Act (NEPA) compliance. NEPA compliance document approval is required before any construction or R&M project occurs for any project that has an impact on the environment. Projects requiring compliance will be identified by the Service early during project planning. The actual review period length may vary widely depending on the nature, scope, and complexity of the project elements that relate to resource compliance. Projects that have an insignificant effect on park resources usually require a "categorical exclusion" determination--a process that may require sufficient extended lead-time from submittal of review documents. Projects having a significant effect on park resources or that are not part of other NEPA compliance documentation may also require a longer period of implementation.

8) Submit Project Documents (PDs) for Review and Approval. The Concessioner shall submit PDs for review and approval to establish project activity for approval by the Superintendent. Approved PDs establish the full scope of the project and the quality of work to be performed by the Concessioner. The scope of the documents required will be identified in the PS. The scope and detail of the documents will vary depending on the nature and complexity of the project. "Manufacturer's cut-sheets" may be all that is required for some R&M projects, and for others, complete detailed drawings and specifications may be required. The Concessioner is responsible for the technical accuracy and completeness of PDs and shall provide the technical review as needed to assure compliance with all applicable federal, state and local statutes, codes, regulations and appropriate industry standards. Any exception to this will be by written authorization from the Superintendent.

9) Submit a Project Estimate and Schedule. An estimate of the Total Project Price and completion schedule shall be submitted to the Superintendent before work begins. This is a revision of the Total Project Price and completion schedule estimated in the Project Statement. It is based on the best information available identified during project planning and design.

D. PROJECT MANAGEMENT PROCEDURES

1) Identify a Project Supervisor. A Project Supervisor shall be identified and vested with the authority to direct the contractor on behalf of the Concessioner. The Service will direct its communication concerning the nature and progress of day-to-day project activity to this person. This person shall have full responsibility for assuring that all construction complies with the approved Project Documents and specified code compliance. The Service shall not take any responsibility for projects until Project Close-out and Acceptance when the Service receives certification of completed work performed in compliance with Project Documents and all specified codes.

2) Submit a Total Project Price for Review.

   (a) All projects completed under the terms of this CONTRACT where LSI is requested shall include submittal of a Total Project Price in writing to the Superintendent for review.

   (b) Where no LSI is requested, the Total Project Price is provided as an informational item. Formal approval by the Superintendent is not required.

3) Notice-to-Proceed with a Project. A "Notice-to-Proceed" with a project will be issued when all submittals requested by the park Superintendent have been reviewed and approved. The Notice-to-Proceed must be received by the Concessioner in writing before any project work occurs.

4) Hold a Pre-Project Conference attended by the Contractor and the Service. The Concessioner shall arrange and facilitate a pre-project conference as needed or as requested by the Service with the Contractor. The purpose of the conference is to provide the Service the opportunity to meet the Contractor and confirm that the Contractor has full understanding and knowledge of all work to be performed. In addition, the conference provides the opportunity to confirm established communication linkages between the Concessioner, the Contractor and the Service. Any questions the Contractor may have regarding any matter of the project or anything about Area access, rules and regulations may also be discussed.

5) Submit Project Activity Reports (As Required). A record of project activity shall be provided by the Concessioner on all approved projects. The scope and frequency of performing this documentation shall be identified upon submittal of PDs for park approval. The Concessioner is responsible for the accuracy and completeness of all design and completed projects.

   (a) Content. Project activity reports shall summarize daily project activity recording important observations and decisions. It shall also identify project expenditures to date if required for leasehold surrender interest purposes. The reports shall identify any changes to the approved PDs either by change order or any other variance from approved PDs. The Service shall be notified immediately, if a change is likely to occur in the Total Project Price where the project involves LSI. (See discussion below for review and approval of change orders and contract modifications.)

   (b) Regulatory code compliance and project inspection (as required). Inspection reports specifically addressing regulatory code compliance and adherence to PDs will be required, at the request of the Superintendent, during certain stages of the work. Independent industry certified inspectors or registered professional subject area experts shall perform all inspections and project component certification. Inspection reports shall be prepared that include all findings and results of code compliance inspection. Section and paragraph of applicable codes shall be referenced when deficiencies are noted. Recommendations presenting remediation shall accompany line item deficiencies in the report. All inspection reports shall be included in the final project completion report submitted before project acceptance by the Superintendent.

6) Submit Requests for Changes in Approved Project Documents. The Superintendent's approval will be required before any significant changes are made to the project scope during

the completion of projects, as identified in the approved PDs. The Concessioner shall provide the Service with written notification immediately upon identifying the need for a change in project scope that affects any of the items listed below. The written notification shall include a request for change in the approved PDs complete with justification and explanation of effect of change on all other aspects of project design and work. Requests for any significant changes in the approved PDs shall be reported in project activity reports with attachment of any documentation requested. Changes in approved project scope during the work that will require review and approval of the Superintendent include the following:

(a) Changes affecting natural, cultural and/or historic resources;

(b) Changes in designated visual appearance;

(c) Changes in the interface with Service utility and/or road facility maintenance operations;

(d) Changes in project scope and/or the estimated leasehold surrender interest, as required for facility improvement projects.

(e) Proposed changes where natural or cultural/historic resources are involved may require a significant period of review depending on the complexity of the concern.

7) Submittal of Change Orders for Review and Approval (For Leasehold Surrender Interest Only). When one of the five factors listed above exists, the Concessioner shall submit, for the review and approval of the park Superintendent, documentation justifying the proposed changes. The Concessioner shall also submit a revised Total Project Price for each proposed change, as needed, indicating the proposed change in estimated LSI. All change orders or any other means of directing the Contractor that may have the effect of increasing the Total Project Price will require the park Superintendent's review and approval, if the project has LSI implications.

8) Service Project Inspection. The project will be inspected periodically by a representative of the park Superintendent. The purpose of these inspections is not in lieu of or in any way a substitute for project inspection provided by the Concessioner. The responsibility to assure safe, accountable project activity and for providing the contractor with direction to fulfill the full scope of approved work is the responsibility of the Concessioner.

9) Project Supervision Documents. Project drawings and specifications must be kept on the project site complete with any design or project modifications, in a well-organized form. The Construction Supervisor shall keep a current “red-line” copy of approved PDs updated daily showing any changes. In addition, a well-organized file of submittals required in the approved PDs and approved where required by professional Architects and/or Engineers must also be kept on the project site with the PDs for periodic inspection by Service staff.

10) Substantial Completion Inspection and Occupancy. Joint inspection by the Service and the Concessioner will occur upon notification that the project is substantially complete. A “punch list” of work items will be formulated and performed to “close-out” the project. The Superintendent, in writing will accept the project, when the “punch-list” items are completed. The Concessioner is not to occupy the facility until authorized in writing by the park Superintendent.

11) Requesting Approval of Leasehold Surrender Interest. Upon substantial completion of a project, as determined by the park Superintendent, the Concessioner must provide the Superintendent a written schedule of requested LSI eligible costs incurred, which becomes the Concessioner's request for LSI approval. The project file, containing actual invoices and the administrative record of project implementation, must support these expenditures and shall be submitted to the park Superintendent for review with the request. If requested by the park Superintendent, the Concessioner shall also provide written certification from a certified public accountant regarding the LSI costs. The certification must comply with the requirements of Exhibit A of this CONTRACT.

12) Project Completion Report. Upon completion of any project, the Concessioner shall submit a Project Completion Report to the Service. The completion report shall include the Total Project Cost; before-and-after photo documentation; warranties; operation and maintenance manuals, if required; all inspection and certification reports; and "as-constructed" drawings (see item section C(13) below). Projects where LSI is requested may require the submittal of any other similar documents deemed by the Service necessary to establish complete project documentation. The level of documentation requested may also include adequate photo-documentation provided during construction to record significant unforeseen site and construction conditions resulting in changes to approved PDs and the approved Total Construction Price.

13) "As-Constructed Drawings. The "as constructed" drawings included with the Project Completion Report for all projects shall be full-size archival quality prepared in accordance with Service management policies and must be submitted before project acceptance by the National Park Service. At least two half-size sets of drawings shall also be provided. The drawings establishing LSI shall provide a full and complete record of all "as-constructed" facilities including reproduction of approved submittals and manufacturer's literature documenting quality of materials, equipment and fixtures in addition to a record set of project specifications approved for construction.

14) Request Project Acceptance and Closeout by the Superintendent. The Concessioner shall request project acceptance by the park Superintendent either at the time of submittal of the Project Completion Report or at any time thereafter. Project acceptance will be contingent upon fulfillment of all requested project completion work tasks and submittal of all project documentation in accordance with these guidelines and as requested by the Service. Until receiving formal written project acceptance and closeout from the park Superintendent, the Concessioner retains full responsibility for all project construction activity and liability for both completed and uncompleted work. For LSI projects, the project closeout letter issued by the Superintendent will specify the granted amount of LSI value resulting from the project.

EXHIBIT G

LEASEHOLD SURRENDER INTEREST AS OF THE EFFECTIVE DATE OF THIS CONTRACT

Pursuant to Section 9(c)(2), the Concessioner's leasehold surrender interest in real property improvements as of the effective date of this CONTRACT, if any, is as follows:

Building Number	Description	Value
None		

Approved Effective _____

Concessioner

BY: _____

TITLE:_____

United States of America

BY: _____

Director, National Park Service

EXHIBIT H

DRAFT MAINTENANCE PLAN

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INTRODUCTION

This Maintenance Plan between _____ (hereinafter referred to as the "Concessioner") and Glacier Bay Park & Preserve and the National Park Service (hereinafter referred to as the "Service") shall serve as a supplement to Concession Contract CC-GLBA001-04 (hereinafter referred to as the "CONTRACT"). It sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within Glacier Bay Park & Preserve (hereinafter referred to as the "Area"), which are assigned to the Concessioner for the purposes authorized by the CONTRACT.

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

This plan shall remain in effect until superceded or amended. It will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of Glacier Bay Park & Preserve. Revisions may not be inconsistent with the main body of this CONTRACT. Revisions must be reasonable and in furtherance of the purposes of the CONTRACT.

1) Definitions and Abbreviations

A) Definitions

In addition to all defined terms contained in the CONTRACT, Exhibit A, through G and I, the following definitions apply to this Maintenance Plan:

(1) "Affirmative Acquisition" refers to the donating, buying, or purchasing preference of a product over a similar produce because of certain characteristics or properties.

(2) "Energy Star" refers to a joint US Environmental Protection Agency and Department of Energy program that helps businesses and individuals protect the environment through superior energy efficiency.

(3) "Environmental Purchasing" refers to the affirmative acquisition of environmentally preferable products.

(4) "Environmentally Preferable" refers to products or services that have a lesser or reduced effect on human health and the environmental when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operations, maintenance, or disposal of the product or service.

(5) "Exterior" refers to structures, the foundations, exterior walls and surfaces, roofs, porches, stairways, and other structural attachments. This includes all the equipment, sidewalks, walkways, parking lots, landscaping, utilities, and related components within the Concessioner's land assignment.

(6) "Hazardous Chemical" refers to any chemical which is a physical or health hazard, as defined by the US Occupational Safety and Health Administration.

(7) "Hazardous Material" refers to a substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has been designated as

hazardous under section 5103 of Federal hazardous materials transportation law (49 USC 5103), as defined by the US Department of Transportation in 49 CFR 171.

(8) "Hazardous Substance" refers to any hazardous waste, hazardous chemical, or hazardous material.

(9) "Hazardous Waste" refers to the definition of hazardous waste as defined by the US Environmental Protection Agency in 40 CFR 261.

(10) "Interior" refers to the area of structures inside the external walls and under the roof, including doors and window frames. This also includes all equipment, appurtenances, and utility systems that penetrate the walls, roof, or foundation.

(11) "Pollution Prevention" refers to "source reduction," as defined in the Pollution Prevention Act of 1990, and other practices that reduce or eliminate the creation of pollutants through increased efficiency in the use of raw materials, energy, water, or other resources; or protection of natural resources by conservation.

(12) "Post-consumer Material" refers to a material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.

(13) "Recycling" refers to the act of producing new products or materials from previously used and collected materials.

(14) "Universal Waste" refers to the definition of universal waste as defined by the US Environmental Protection Agency in 40 CFR 261.

(15) "Waste Composition Study" refers to any number of strategies employed to determine the materials that make up the solid waste stream.

(16) "Waste Prevention" refers to any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

(17) "Waste Reduction" refers to preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

B) Acronyms

(1) BMP: Best Management Practice

(2) CESQG: Conditionally Exempt Small Quantity Generator

(3) CFR: Code of Federal Regulations

(4) CMMS: Computer Maintenance Management System

(5) EAP

(6) EPA: Environmental Protection Agency

(7) ERP

(8) FF&E: Furniture, Fixtures, and Equipment

(9) GPF: Gallons Per Flush

(10) GPM: Gallons Per Minute

(11) HAZWOPER: Hazardous Waste Operations and Emergency Response

(12) IPM: Integrated Pest Management

(13) IPMC: International Property Maintenance Code

(14) LED: Light Emitting Diode

(15) MSD: Marine Sanitation Device

(16) NFPA: National Fire Protection Association

(17) NPS: National Park Service

(18) ODS: Ozone Depleting Substance

(19) OSHA: Occupational Safety and Health Administration

(20) PM: Preventive Maintenance

(21) SOP: Standard Operating Procedure

(22) SPCC: Spill Prevention Control and Countermeasures

(23) SQG: Small Quantity Generator

(24) VOC: Volatile Organic Content

2) <u>Concessioner Responsibilities</u>

A) General

These general maintenance standards and requirements apply to all concession service types and any work performed by Concessioner contractors, as applicable.

(1) Responsibilities. See Contract, Section 10.

(2) Standards of Performance for Maintenance

(a) All maintenance shall be conducted in compliance with applicable codes, including but not limited to the National Fire Protection Association ("NFPA"), the Occupational Safety & Health Administration ("OSHA") and the manufacturer's specifications.

(b) Any changes to facilities, including color schemes and functional layout, must have prior approval of the Superintendent. All alterations or extensions of buildings, structures, or associated components, which would change or alter the size, configuration or use, will require prior written approval of the Service in accordance with Exhibit F.

(c) <u>Environmental and Cultural Protection in Maintenance.</u> The concessioner shall incorporate Best Management Practices ("BMPs") related to natural (environmental) and cultural resource protection in its maintenance activities. Key goals in conducting these activities are pollution prevention, energy and water conservation, sustainable design and environmental purchasing.

- Pollution Prevention and Waste Reduction. The concessioner will utilize construction and maintenance practices that prevent pollution and employ waste reduction strategies where economically and technically feasible and appropriate.
- Energy and Water Conservation. The Concessioner will consider energy efficiency and water conservation in all maintenance practices and integrate energy and water conserving measures whenever economically and technically feasible and appropriate.
- Sustainable Design. Concessioner maintenance practices shall incorporate sustainable design practices to the maximum extent practical.
- Environmental Purchasing. The concessioner will consider the use of environmentally preferable products and services in its maintenance activities.

(3) Preventive Maintenance. The Concessioner shall implement a preventive maintenance program that tracks scheduled and unscheduled maintenance items.

B) Plans and Inspections

(1) Annual Routine Maintenance Plan. The Concessioner is to provide the Service with an updated "Annual Maintenance Plan" that covers all concession facilities and property The Plan shall be delivered to the Superintendent, Glacier Bay National Park & Preserve on or before October 1. The Superintendent shall provide written response within 30 days from receipt.

(2) Deferred Maintenance. Within 60 days of commencement of the CONTRACT, an initial list of all maintenance and items of deferred maintenance will be formulated and documented by the Service and reviewed with the Concessioner. Within 45 days of this review, the Concessioner will develop a program to address all such items, including a timeline and cost to cure.

(3) *Annual Inspection.* Subsequent to the aforementioned initial inspection and ongoing thereafter, the Park and the Concessioner will conduct an annual joint inspection and review of the assigned Concession facilities to determine what maintenance is needed, and if the facilities comply with all Applicable Laws. This annual review shall occur on a schedule to be established by the Park in consultation with the Concessioner. Based upon the identified needs, the Park and the Concessioner will develop a timeline to cure the deficiencies. In general, deficiencies identified at the end of one season of operation shall be corrected prior to the beginning of the following season of operation.

C) Facility Maintenance

(1) Exterior Maintenance

The exterior of the buildings and other outdoor appurtenances must be in good physical condition, well painted or otherwise treated to protect against deterioration and kept clean and in good repair.

(a) Roofs. Roofs shall be inspected on an annual basis to assure that roofing material(s) are intact and free of deterioration that would affect the structural

qualities and are not jeopardized by adjacent vegetation or overhanging tree limbs. Specifically, roofing will be cleared of moss and debris on a two-year cycle (every odd year).

- Repair. Repairs shall be made using the same type, style, and color of existing roofing material(s). Alternative materials may be used with the approval of the Service. Any roof repairs made to the Lodge buildings will require written approved by the Service.

(b) Gutters, Downspouts, and Roof Drains. Shall remain attached to each of the buildings, be inspected and cleaned on an annual basis or as necessary to maintain the system free of obstructions and to assure all openings are clear and operational.

(c) Doors and Windows. Shall be routinely inspected and shall be maintained to prevent water or moisture from entering the building and causing deterioration of materials or structural damage to the building. Door and window replacement shall conform to existing size, style, and appearance or as otherwise may be approved in writing by the Superintendent.

(d) Siding. Shall be routinely inspected and maintained to prevent water and moisture from entering the building or causing deterioration of the siding material, paint, structural damage or building appearance.

- Exterior staining (with exception of the south side of buildings) may be required to be completed on a five-year cycle (stain in 2006 & 2011) with touch up as needed in between based upon Park evaluation.
- Exterior staining on the south side of buildings may be required to be completed on a two-year cycle (every even year) due to the enhanced damage caused by exposure to the sun based upon Park evaluation.
- Shall be free of encroaching vegetative growth.
- Shall be repaired using the same size, style, type and grade of material as exists on the building or structure.
- Repaired or replaced siding shall be painted with a minimum of one coat of primer and two coats of paint to match existing color and type of paint.
    - Paint and thinning products: Shall be stored in fireproof cabinets and managed according to all Applicable Laws.

(e) Structural Ventilation. Shall be inspected on an annual basis and maintained to permit air circulation as designed. Wire screen, metal or wooden louvers shall be intact to prevent the entering of birds, bees, rodents and other wildlife.

(f) Foundations and Exterior Walls. Shall be inspected by a qualified entity on an annual basis to assure they are structurally sound and support the superimposed loading.

- Shall be maintained to prevent differential settlement or lateral, vertical or longitudinal displacement. Major repair or replacement shall only be done with National Park Service written approval.

(g) Exterior Lighting. Installations shall be done by a licensed electrician and shall be designed to minimize energy consumption.

- All lights must be shielded to cast light downward, to protect night skies and minimize light dispersion to surrounding areas. All lighting must be approved by the National Park Service.
- A lighting plan should be developed to ensure that the lighting systems are providing the minimum necessary lighting necessary for security and nighttime walking. The plan should incorporate state-of-the-art technology and energy efficient fixtures where economically and technically feasible and appropriate.

(2) Interior Maintenance

All interior spaces shall be clean, properly illuminated and well maintained. Floors must be clean, free of litter and stains. Vinyl floor coverings must be clean, waxed, or buffed, free of cracks, chips and worn places. Masonry or flagstone grouting must be in good repair and clean. Wood floors are to be kept clean and waxed or otherwise sealed. Carpeting must be clean, reasonably free of stains and be in good repair. Walls and ceilings are to be free of breaks and stains and have a fresh appearance. Windows must be clean and free of breaks.

(a) Painting. Painted surfaces may be required to be painted on a regular cycle of not more than five (5) years based upon Park evaluation.

- Painted surfaces shall be maintained in an acceptable manner free of peeling, blistering, and excessive wear. Repair or remove peeling, chipping, flaking or abraded paint prior to repainting.
- Paint products shall be of a "best quality" from a major manufacturer and a type and color, which is readily available on the open market. Any changes to paint colors from the color range provided by the Superintendent must be approved by the Superintendent. When economically and technically feasible and appropriate, the Concessioner shall utilize reprocessed, low volatile organic content (“VOC”), latex coatings. When oil based paints are used, the concessioner shall minimize solvent use by means of thinner settling and reuse whenever possible.

(b) Heating, Ventilating, Refrigeration and Air Conditioning Units. Shall be inspected annually and be kept clean, maintained and operated in strict accordance with manufacturer's instructions.

- New installation(s) and repairs shall be performed by licensed HVAC repairpersons.

- New equipment shall be ENERGY STAR® labeled or designated to be in the upper 25% of energy efficiency in its' class in accordance with Federal Energy Management Standards ("FEMP").
- Adjacent areas shall be free of litter, dirt accumulation and unnecessary items.

(c) Fire Protection Systems

- The Concessioner will provide a copy of all inspection reports to the NPS, within 10 days of the inspection as required by the Operating Plan.
- The Service will maintain all fire hydrants located outside, but not attached to, the structures. Fire suppression equipment attached to the water system within or attached to the structures shall be maintained by the Concessioner and will be subject to additional inspections by Service safety personnel. The Service will maintain the water distribution system to the nearest shutoff/drain valve(s) located outside the structures, including the valves. The Service will be responsible for installation and repair of all water meters.
- The Concessioner will test battery powered fire alarms and smoke detectors monthly and replace batteries annually.
- The Concessioner will maintain, service, repair, and test per manufacturer's recommendations and replace as necessary, interior safety devices, including fire suppression and detection systems, fire fighting equipment, and appurtenances. The Concessioner will insure that all safety equipment acquired will be compatible with all Applicable Laws, including but not limited to NFPA and OSHA. The Concessioner will insure that all fire detection and suppressant systems will be installed and maintained by certified technicians in accordance with all Applicable Laws.

(d) Fire Escapes And Exits. The Concessioner is responsible for insuring that all fire escapes and exits meet NFPA requirements. Installations of fire escapes and emergency exit hardware and signs shall receive prior written approval from the Superintendent.

- The Concessioner shall post a fire or emergency exit plan on each floor and guest room door showing escape routes and emergency exit doors.
- Floors and Floor Coverings. The Concessioner is responsible for maintaining floors and floor coverings in accordance with manufacturers' recommendations and to be free of objectionable deterioration, evidence of vandalism, excessive wear, deflection and displacement.
- The Concessioner is responsible for replacing at least every 7 years or earlier if the area is a high visitor impact area based upon Park evaluation. The Concessioner may request an extension beyond 7 years in cases where carpets have show no wear or staining. Carpet and carpet backing with recycled content and low VOC carpet mastic shall be used where economically and technically feasible and appropriate.

D) Furniture and Removable Equipment

(1) The Concessioner will replace furniture and removable equipment at the end of its useful life or when the item presents a quality, safety, or environmental issue.

(2) All Concessioner-operated appliances, machinery, and equipment, including parts, supplies, and related materials will be maintained, serviced, and repaired by the Concessioner per the manufacturer's recommendations, and replaced as necessary. As a minimum, the Concessioner will:

- Annually clean and inspect active chimneys and exhaust ducts.
- Inspect range/grill hoods daily and clean as required.
- Inspect, clean, and tune boilers annually or more often, as condition warrants.

E) Janitorial/Housekeeping/Storage

(1) General

(a) The Concessioner is responsible for all janitorial services in assigned areas and structures.

(b) The Concessioner will provide cleaning and janitorial service to the entire Lodge, including the decks, and the Visitor Center in the upper level of the Lodge. This includes dusting, vacuuming, general cleaning and trash removal.

(c) The Service will be responsible for maintenance and cleaning of Service exhibits in the Visitor Center.

F) Utilities

(1) Water lines and related components

(a) The Concessioner is responsible for the operation and maintenance of the water distribution system from the nearest water shut-off/drain valve(s) located outside the buildings. This will include all underground pipe from the shut off/drain valves to the buildings, all piping located beneath the buildings and walkways, and all internal piping within the structures. This includes all piping, valves, faucets, supply lines, etc., used or required to provide domestic water and hot water heat to assigned structures.

(b) The Concessioner is responsible for winterizing all assigned structures and equipment. The Concessioner is responsible for re-charging all lines and placing all structures back into service at the beginning of each operating season. All repairs and replacements, resulting from normal use, freeze damage, or other causes, shall be the Concessioner's responsibility year round. Concessioner must provide 24 hr. minimum notice when opening or closing water mains or performing any non-routine repairs or operations of any part of this system.

(c) Service approved potable water antifreeze (i.e., propylene glycol type) must be used for the winterization of water lines, sewer system, and related components.

(d) Water lines and related components will not be extended or altered without prior written approval of the Service.

(e) The Service will maintain all fire hydrants located outside, but not attached to, the structures. Fire suppression equipment attached to the water system within or attached to the structures shall be maintained by the Concessioner and will be subject to additional inspections by Service safety personnel. The Service will maintain the water distribution system to the nearest shutoff/drain valve(s) located outside the structures, including the valves. The Service will be responsible for installation and repair of all water meters.

(f) Backflow prevention devices will be maintained by the Concessioner in accordance with the Park's Policy for Backflow-Cross Connections, provided in the Appendices.

(2) Sewage

(a) The Concessioner shall operate, inspect and maintain all sewage disposal equipment, components, grease-traps and lines within the system to the nearest manhole located outside the assigned buildings or structure on a regular basis.

(b) The Concessioner shall abide by the following required procedures for grease trap maintenance:

- Grease traps must be inspected at least once a week.
- Each inspection must be documented including the following information: time, date, inspector, grease thickness in both tanks, effluent condition. These inspection records must be available for Service inspection.
- Grease traps shall be cleaned every two weeks unless grease thickness is greater than 4" or there is grease in the effluent. If either of these conditions exists, the trap must be cleaned immediately and the sewage treatment plant operator notified (697-2630 - leave a message if no one answers). The grease trap will then be inspected every other day until there has been 14 days without cleaning being needed.
- Grease can either be skimmed manually or pumped to holding container.
- Grease traps are to be cleaned after lodge closing each year, no later than September 30.

(c) The Service will operate and maintain the sewer system and components from, and including, the nearest manhole outside the structures, including all sewage lift stations. Concessioner shall notify the Service at 697-2630 of any non-routine materials discharged or excessive flow rates that may occur.

(3) Electrical

(a) The primary electrical distribution system will be operated and maintained by the Service. This will include all transformers, service entrance lines, conduits connecting to and including electrical use meters.

(b) The Concessioner shall maintain the electrical system from the point it leaves the service meter to and throughout the facility being served; all components of the service panels and wiring, components, conduits, etc. inside the structures,

including all exterior and perimeter lighting and related components. The Service will maintain area lighting fixtures on the second floor of the Lodge, including the audiovisual room and exhibit area.

(c) Additions and/or alterations to any portion of the electrical system require prior written approval of the Service and must meet all current applicable codes and directives.

(d) The Concessioner shall repair or replace any damage to the electrical system within the assigned areas.

(e) All electrical work of existing facilities must be completed at the Concessioner's expense by a licensed electrician, and meet applicable code.

(f) Areas with electrical equipment will be maintained in an orderly manner. All electrical distribution boxes in buildings must be unobstructed and have unobstructed access.

(4) Telephone

(a) The Concessioner shall repair and maintain on-premises telephone equipment and wiring on the user side of the connections and panels.

(5) Fuel

(a) General. The Concessioner is responsible for the operation and maintenance of all heating oil tanks and associated fuel distribution systems within concession facilities area including aboveground diesel fuel and propane tanks, fuel lines, valves and other equipment in accordance with all Applicable Laws.

(b) Fuel Delivery and Distribution

- The Concessioner and the Service will coordinate all bulk fuel deliveries, i.e. gasoline and diesel according to the delivery schedule developed by the Service in cooperation with the Concessioner prior to the operating season with the goal of minimizing the number of fuel deliveries required and reducing associated costs.
- The Service will be responsible for gasoline and diesel ship-to-shore fuel transfers.
- The Concessioner will be responsible for propane deliveries to their facilities.
- The Service will provide a fuel truck and driver to deliver the Concessioner's diesel from the fuel farm to the point of use. The Concessioner will notify the Service at least one day in advance of the need for the deliveries. Deliveries will be limited to normal working hours, Monday through Friday.
- Costs to the Service associated with all fuel related services will be recovered through the Service utility rate program.

(c) The Concessioner will require all employees operating fuel systems to undergo training provided by the Service which as a minimum provides knowledge of the Park's standard fueling procedures, valve locations for switching tanks and

procedures to follow in case of fire, spills, or other problems. The Service will normally be responsible for switching tanks.

G) Mechanical Plant and Assigned Equipment

(1) General

(a) The Concessioner shall be responsible for the operation and maintenance of assigned fixed equipment and attached components. These include, but are not limited to, kitchen equipment, laundry equipment, heating systems (including tanks, supply and return lines), lock system, fire suppression systems, etc. All equipment will be operated and maintained in accordance to manufacturer's specifications or Service recommendations (e.g. boilers). The Concessioner will keep the boilers and heating distribution systems charged with an appropriate mixture of Dow-Therm (antifreeze) and water to protect them from freezing to -14° F. Responsibilities for maintenance of heating, piping and components are the same as those in section for water lines and related components.

H) Signs

(1) The Concessioner will be responsible for the installation, maintenance, and replacement of all interior and exterior signs relating to its operations and services within concession facilities. Examples of this responsibility are signs identifying the location of functions (when attached to concessioner-operated buildings or on grounds assigned to the Concessioner), signs identifying operating services and hours, and signs identifying the Concessioner's rules or policies.

(2) The Concessioner is responsible for ensuring that its signs are compatible with standards as determined by the Superintendent, Glacier Bay National Park & Preserve. All new sign installations shall be approved in advance by the Superintendent. No handwritten or typed signs shall be permitted within the Concessioner's assigned area(s).

(3) Signs for which the Concessioner is responsible must be appropriately located, accurate, attractive, and well maintained. Signs of a permanent nature shall be prepared in a professional manner, consistent with Service standards, and appropriate for the purpose they serve.

I) Environmental Management

(1) Air Quality Management

(a) General. The concessioner will minimize air emissions and impacts to air quality from its operations and maintenance activities.

(b) Air Emission Sources

- Concessioner is responsible for the maintenance of all air emission sources within their assigned areas.
- The Concessioner is responsible for registration and permitting (for new construction and operation) of air emission sources (e.g., boilers, fuel storage tanks) within their assigned areas in accordance with all Applicable Laws.

(c) Ozone Depleting Substances ("ODSs")

- Halon fire suppression systems will only be used in locations where alternative systems are not technically feasible.
- The concessioner will maintain ODS records including a list of ODS containing equipment (e.g., air conditioning and refrigeration equipment) including the ODS charge, ODS service technician certifications for in-house and contracted service technicians, and logs of ODS equipment servicing and ODS capture and recycling.
- The concessioner will establish a maintenance program for ODS-containing equipment that includes the phase-out of any Class I ODSs and the maximum use of safe alternatives for ODSs for any repair and replacement of new equipment.

(d) Asbestos

- The Concessioner is responsible for maintaining environmental, health and safety standards in the presence of asbestos in all assigned buildings and areas, and for developing an asbestos management plan similar to that provided in the Appendices. [Note: The NPS believes that nearly all asbestos has been removed from the Concessioner facilities, with some minor exceptions of limited exposure potential (e.g. a non-friable heat shield behind the bakery ovens). The NPS is preparing a report detailing the status of asbestos in these facilities. This information will be provided as soon as it is available].
- Any disturbance, repair, or replacement of asbestos containing surfaces will be performed by the Concessioner using trained personnel in accordance with Applicable Laws and with the written approval of the Superintendent.

(2) Energy and Water Conservation

(a) General. The Concessioner will implement water and energy conservation measures for each of its operations. As new technologies are developed, the Concessioner will explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.

(b) Energy Conservation

- Electrical Lighting. Where economically and technically feasible and appropriate, the Concessioner will replace incandescent light fixtures with energy conserving fluorescent fixtures and incandescent exit lighting with light emitting diode ("LED") fixtures. Where economically and technically feasible and appropriate, the concessioner will install photo sensors and motion sensors for lighting systems.
- Alternative Energy Sources. The concessioner is encouraged to utilize photovoltaic technologies and other alternative energy sources where economically and technically feasible and appropriate.

- All new equipment shall be ENERGY STAR® labeled or designated to be in the upper 25% of energy efficiency in its class in accordance with Federal Energy Management Standards (FEMP), if economically and technically feasible and appropriate.

(c) Water Conservation. The Concessioner will implement water conservation measures where economically and technically feasible and appropriate.

- When equipment is replaced, the Concessioner will install low-flow and water conserving fixtures, including aerators on all sink faucets, low-flow showerheads, and low-flow toilets. All new construction will have low-flow fixtures installed. At a minimum, toilets will be 1.6 gallons per flush ("gpf"), urinals will be 1.0 gpf, showerheads will be 2.2 gallons per minute ("gpm") and faucets will be 2.0 gpm.
- Due to the increasing costs of providing drinking water and treating wastewater, it is important to find means to implement water-conserving measures in grounds and landscaping activities. The Concessioner will institute water conserving measures and equipment in all new construction and when existing systems.

(3) Environmental Purchasing

(a) General. Where practical, the Concessioner will use environmentally preferable products and services in its maintenance and operations. Environmentally preferable products and services are those that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Typical characteristics of environmentally preferable products include, but are not limited, to: products made from pre-consumer and/or post-consumer material; products that are less toxic than conventional alternatives; products that are recycled in the area where the concessioner is located; products that are manufactured locally; products that are packaged with less materials, and/or products that are taken back by suppliers/manufacturers once they are used.

(b) Reusable and recyclable products are preferred over "throwaways." Polystyrene plastics (e.g., #6 plastics) shall be minimized/prohibited. If Polystyrene is used, only types with no chlorofluorocarbons will be used. Where disposable products are needed, products will be used which have the least impact on the environment.

(c) The use of halogenated solvents at concessioner facilities is prohibited.

(d) Environmentally Preferable Products. In addition to products and equipment specified in other sections of this Maintenance Plan, the Concessioner will purchase the following if economically and technically feasible and appropriate:

- Re-refined motor oil as an alternative to virgin oil;
- Biobased lubricants as an alternative to petroleum based lubricants;
- Retread tires;

- Propylene glycol antifreeze as an alternative to ethylene glycol antifreeze for vehicle coolant;
- Products with recycled and/or organic content (e.g., plastic bags and food wrap, composite lumber, paper products, retail clothing)**;**
- Alternative fuel vehicles.

(4) Fuel Storage Tank Management

(a) Fuel Storage Tank System Monitoring. The concessioner will conduct visual inspections and other associated leak detection actions for assigned fuel storage tank systems in accordance with responsibilities and procedures outlined in the Park Spill Prevention, Control and Countermeasure ("SPCC") Plan, Facility Response Plan (FRP) and Fuel Transfer Plan.

(5) Hazardous Substance Management

(a) General. The Concessioner will implement hazardous chemical reduction strategies to minimize the use of hazardous chemicals in their operations. Hazardous substances will be stored and handled in accordance with all Applicable Laws including but not limited to OSHA requirements, 29 CFR 1910 and 1926.and NFPA codes, NFPA 30, NFPA 30A, and NFPA 302. All storage areas will be maintained in a neat and orderly manner. Adequate access or access avenues will be maintained at all times.

(b) Hazardous Substance Containers. Hazardous substances must be stored in approved, properly labeled containers. Containers will be in good condition and will be closed when not in use. Incompatible materials will be stored separately.

(c) Flammable and Combustible Materials Storage. Where technically feasible and appropriate, no more than 10 gallons of flammable or combustible material will be stored inside a building unless in a flammable storage cabinet, inside storage room or building as defined in NFPA 30.

(d) Designated Storage Areas. No hazardous substance storage will be allowed in the lodge electrical distribution room. Storage in mechanical rooms (furnace rooms) and electrical rooms will be restricted to furnace repair components and related equipment only. This type of storage will be allowed only if repair components are stored in a flammable storage cabinet with a latching door. Bulk storage of flammable and combustible materials shall be restricted to room #2 in the oil house at the fuel farm. Waste materials may not be stored in the oil house.

(e) Proper labeling of storage areas and cabinets and associated Material Safety Data Sheets ("MSDS") must be clearly posted and current at each storage location.

(f) Secondary Containment. The Concessioner will provide secondary containment will be provided for the storage of hazardous substances where there is the reasonable potential for discharge due to a spill or leak. Locations with reasonable potential for discharge include, but are not limited, to outside storage areas and interior storage areas in the proximity of doorways or floor drain or storage areas on docks or on vessels. Secondary containment spill pallets will be

provided by the Concessioner for all bulk combustible and flammable materials storage in the oil storage building.

(g) Hazardous Materials Management Plan. The Concessioner will prepare a Service approved Hazardous Materials Management Plan specifically addressing, at a minimum:

- How use and procurement of hazardous materials will be minimized;
- How hazardous materials will be tracked;
- How hazardous materials will be used and stored;
- Employee training in hazardous materials safety.
- How old and unused hazardous materials will be disposed.

(6) Hazardous Substance Releases

(a) The Concessioner will contract qualified professionals to properly clean, mitigate, and remediate all discharges of hazardous waste or non-hazardous chemical and biological products.

(b) Response shall comply with Applicable Laws and the Concessioner's Hazardous Materials Management Plan, the Emergency Response Plan and Emergency Action Plan.

(c) When a spill, leak, or other release occurs, the Concessioner shall notify the Service's Communications Center immediately.

(7) Hazardous, Universal and Miscellaneous Maintenance Waste Management

(a) General. The concessioner will implement pollution prevention practices to minimize the production of hazardous, universal and miscellaneous maintenance wastes from concessioner operations. The Concessioner will label, and remove from the Park regularly all hazardous waste, universal waste and miscellaneous maintenance wastes including but not limited to: waste oil, solvents, antifreeze, paints, stains, bilge waste and batteries with the final cleanup completed prior to September 30th of each year.

(b) Storage Locations. Hazardous waste, universal waste and miscellaneous maintenance waste collection and storage facility locations and design will be approved by the Service.

(c) Hazardous Waste Management. The concessioner will adhere to Applicable Laws for managing hazardous waste. In addition, if the concessioner is a conditionally exempt small quantity generator ("CESQG") as defined in federal regulations, the concessioner will follow all Applicable Laws including without limitation federal regulatory requirements for small quantity generators ("SQGs") contained in 40 CFR 262 to ensure sound environmental management unless more stringent Applicable Laws apply (e.g., being a large quantity generator ("LQG"), more stringent state and/or local requirements). Specifically, the CESQG concessioner will follow SQG regulations related to container labeling,

storage, accumulation times, waste manifesting, use of designated disposal facilities, contingency planning, training, and recordkeeping,

(d) Universal Wastes. Spent fluorescent lamps, nickel-cadmium batteries, sealed lead-acid batteries, mercury containing thermostats and waste pesticides will be managed in accordance with all Applicable Laws including but not limited to the USEPA Universal Waste Rule 40 CFR 273 and associated state and local requirements.

(e) Miscellaneous Maintenance Wastes. Lead-acid batteries and used oil will be managed in accordance with all Applicable Laws including but not limited to 40 CFR 266 and 279, respectively.

(f) Recycling. In addition to the requirements above, hazardous wastes, universal wastes and miscellaneous maintenance wastes including, but not limited to alkaline batteries and used antifreeze, will be recycled if economically and technically feasible and appropriate.

(8) Integrated Pest Management

(a) General. The control of pests by chemicals and other means is subject to approval by the Superintendent. Procedures are outlined in the Park's Vegetation Management Plan and NPS 77 – Natural Resources Management Guidelines.

(9) Solid Waste Management

(a) General. The term "solid waste," as used in this Maintenance Plan, refers to discarded household and business items such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, newspapers, appliances, paint, and batteries. It is more commonly referred to as trash, garbage, litter, or rubbish. The term "solid waste," as used in this Maintenance Plan, does not include sewage, septic sludge, and hazardous waste. Solid waste will be managed in accordance with Applicable Laws including but not limited to 40 CFR 243 and 36 CFR 6. The concessioner will maximize solid waste reduction where economically and technically feasible and appropriate.

(b) Solid Waste Collection and Disposal

- The Concessioner shall be responsible for the collection and disposal at an approved landfill, of all solid waste within the assigned areas as identified on the map at Exhibit D including that generated by its facilities as well as the garbage generated by the general public within those concession facilities.
- The Concessioner may contract to provide solid waste collection services with the approval of the Superintendent.
- In areas where trash/garbage pick-up noise may disturb guests, collection is restricted to pick-ups between 8:00 a.m. and 5:00 p.m.
- The Concessioner is responsible for emptying all solid waste containers as needed, picking up any solid waste that should fall from solid waste containers being emptied, and maintaining the cleanliness of the solid waste containers to minimize the attraction of insects and wildlife.

(c) Litter Control. The Concessioner is responsible for cleanup of all litter and debris within the land assignment. The Concessioner is also responsible for clean-up of any solid wastes generated by concessioner operations regardless of location.

- The assigned areas shall be kept free of litter, garbage, abandoned cable and equipment, vehicles, furniture and fixtures. The Concessioner shall also be responsible for keeping the assigned areas free and clear at all times of safety hazards (broken glass, sharp objects, etc.).
- The Concessioner shall be responsible for the placing and daily cleaning of cigarette receptacles in the assigned areas.

(d) Solid Waste Inventory. The Concessioner will conduct a solid waste inventory during the peak season within the first year after the award of the CONTRACT using one of the methods described in the NPS Solid Waste Management Handbook. The solid waste inventory will identify the type and amount of solid waste generated at Concession facilities. The Concessioner will use the solid waste inventory to determine solid waste management options and identify materials that should be targeted for recycling. Results of the solid waste inventory and identified solid waste and recycling management options will be submitted to the Park for review and approval prior to implementation by the Concessioner.

(e) Solid Waste Containers

- Park approved solid waste containers (e.g., large solid waste containers such as Dumpsters™ and individual solid waste containers such as cans and receptacles) will be conveniently located within Concessioner facilities in sufficient quantity to handle the needs of the assigned area.
- Solid waste containers shall be waterproof, vermin-proof, and covered with working lids. The sites where they are located shall be free of spills, waste and litter. The solid waste containers shall be emptied promptly when full.
- The Concessioner will be responsible for the daily checking and cleaning of cigarette receptacles within the assigned areas.
- The Concessioner shall be responsible for keeping the assigned areas free and clear at all times of safety hazards (broken glass, sharp objects, etc.).
- All large solid waste containers should be screened from public view by an enclosure or other means as approved by the Service.
- To prevent pest attraction and breeding, all garbage will be adequately bagged and tied.
- Individual solid waste containers, such as cans and receptacles, will be clearly marked with multilingual labels and/or graphics to distinguish them from recycling containers.

(f) Solid Waste Reports. The Concessioner will maintain records on the amount, by weight, of solid waste generated on an annual basis.

(g) Recycling

- Recycling Program. The Concessioner will develop, promote and implement a recycling program that fully supports the Park recycling program. Materials to be recycled will be identified as a result of the Concessioner's solid waste inventory. Prior to completing its solid waste inventory, the Concessioner will recycle, at a minimum, materials currently being recycled by the Park. Potential materials to be recycled include, but are not limited to: paper, newsprint, cardboard, bimetals, plastics, aluminum, and glass.
- Recycling Collection Locations. The concessioner will provide recycling collection facilities for all public areas including at the lodge and at employee housing areas. The concessioner will also provide recycling in lodging rooms and on vessels.
- Recycling Containers
  - Park approved recycling containers (e.g., large recycling containers such as Dumpsters™, individual recycling containers such as cans and receptacles) will be conveniently located within Concessioner facilities in sufficient quantity to handle the needs of the assigned area.
  - Recycling containers will be waterproof, vermin-proof and covered with working lids as necessary to maintain the quality of the recyclables for market and to prevent vermin from being attracted to the recycling containers. Lids should be provided with openings (e.g., holes) sized to limit the types of materials deposited and minimize contamination in recycling containers.
  - Visual screening is required for large recycling containers.
  - All recycling containers will be kept clean, well maintained, and serviceable.
  - Recycling containers will be provided in close proximity to trash containers to encourage recycling.
- Recyclables Collection and Removal Practices
  - The Concessioner will provide a site for collection of recyclable materials. Collection site will be free of spills, waste, and odors. Recyclables must not accumulate in recycling containers to the point of overflowing.
  - The Concessioner is restricted to pick-ups between 8:00 a.m. and 5:00 p.m. in areas where recyclables pick-up noise may disturb guests. The Concessioner is responsible for emptying all recycling containers as needed, picking up any recyclables that should fall from the recycling containers being emptied, and maintaining the cleanliness of the recycling containers to minimize the attraction of insects and wildlife.
- Recyclables Disposal. Recyclable materials will be removed and transported to an authorized recycling center.

- Independent Contractors. Contracted vendors, with the approval of the Park, may provide these recycling services. Applicable procedures under the previous sections entitled "Recycling Containers," "Recyclables Collection and Removal Practices," and "Recyclables Disposal" will be included in the contract with the independent contractor.

(h) Electronic Equipment

- Broken or unused electronic equipment such as computers, computer monitors, and televisions will be managed and disposed in accordance with all Applicable Laws.
- Electronic equipment will be recycled when economically and technically feasible and appropriate.

(i) Appliances and Other Equipment

- Old appliances and equipment (e.g., refrigerators, window air conditioning units, clothes washers, and clothes dryers) will be recycled in a timely manner at the end of its useful life when economically and technically feasible and appropriate.
- Appliances containing ODSs will be evacuated in accordance with all Applicable Laws prior to disposal or will be disposed via an authorized vendor that will evacuate the equipment prior to disposal. The concessioner will maintain copies of all evacuation records.
- Appliances and equipment containing hazardous substances such as oil and fuel will be drained prior to disposal. These hazardous substances will be handled in accordance with Applicable Laws and this Maintenance Plan.

(j) Green Waste Management. Slash, untreated wood and tree branches, will be disposed of as directed by the NPS at Concessioner's expense.

(k) Waste Reduction

- The Concessioner will implement a waste reduction program designed to minimize its use of disposable products in its operations. Reusable and recyclable products are preferred over "throwaways."
- The Concessioner is encouraged to reuse materials where allowable under all Applicable Laws where the collection of the materials will not present public health, safety or environmental concerns. Opportunities include the reuse of retail product packaging.

(10) Spill Prevention Control and Countermeasures Planning

(a) Concessioner will assign employees who will be part of the Service's spill response team during the operating season. In the event of a fuel spill at the fuel dock, the fuel attendant(s) on duty shall initiate response activities and immediately report all fuel spills according to emergency notification procedures provided by the NPS. The Fuel Attendant(s) shall have a Concession frequency radio for use in case of emergency.

(b) The concessioner will minimize the storage of unused materials or equipment such as engines and engine parts at the Concessioner facilities.

(11) Storm Water Management

(a) Product and waste storage areas, and equipment and other materials stored outside that have the potential to cause storm water contamination will be provided with weather protection (e.g., plastic covering, under a shed) that prevents contact with storm water.

(12) Wastewater Treatment

(a) Pollution Prevention. Prior to opening each year, the Concessioner shall provide a list of chemicals to be used for cleaning and disinfecting for approval by the Superintendent.

J) Grounds and Landscaping Management

(1) Guidelines

(a) The Concessioner shall be responsible for landscaping, grounds care and improvement of the concession facilities, as defined herein and on the maps at Exhibit D. Plans for such landscaping must have the prior approval of the Service, and all plant species used in landscaping must have prior Service approval.

(b) The Concessioner will develop a Vegetation Management Plan in accordance with the Park's *Vegetation Management Plan*. The Concessioner will submit changes to this plan to the Service for approval prior to implementing them. This plan will address procedures for all vegetative manipulation, including clearing, thinning, view-shed control, firewood gathering, etc. within the concessioner land assignment.

(c) The Concessioner will not apply any herbicide, pesticide, or engage in any pest control unless authorized by the Park Integrated Pest Management (IPM) Coordinator or designee and in accordance with Applicable Laws, including but not limited to the NPS IPM program.

(a) The Concessioner will not introduce any non-native species in buildings, residences, or in grounds/landscape materials.

(b) The Concessioner shall conduct his business and daily activities in such a manner as to minimize impacts on the natural scene. This will involve protecting native vegetation and controlling erosion.

(c) Adequate steps will be taken to prevent the introduction and importation of exotic plants and species into the Park

K) Roads, Trails, Parking Areas and Walkways

(1) Guidelines

(a) The Service will maintain all roads, trails and parking areas within the land assignment.

(b) The Concessioner will ensure that Lodge and staff driveways, parking areas and other designated areas will be kept clear for fire lanes, utility access, and snow removal needs.

L) Vessel Dock(s)

(1) Fuel Dock. The Concessioner shall be responsible for repair or replacement of any fuel dispensing equipment damaged as a result of Concessioner operations.

(2) Dock Sewage Pump-out Station

(a) The Concessioner will provide an employee to operate the sewage pump station on the fuel dock. The Service will provide the initial training required for operators of this system. The training will include sewage pump operation, safe handling procedures for septage, use of personnel protective equipment, spill clean-up procedures, and documentation procedures. Vaccinations are recommended, but not required. The Concessioner is responsible for providing and ensuring their employees use the proper PPE and follow training guidelines.

M) Tour Boat and Other Vessels

(1) Safety Inspection & Quality Control

(a) The Concessioner shall be responsible for implementing and conducting a safety inspection and quality control program for all of its vessels using Best Management Practices of the marine industry.

(b) All vessel inspection data shall be available to the NPS immediately upon request.

(2) Pollution Prevention Equipment

(a) Concessioner vessels shall be equipped with all pollution control equipment required by U.S. Coast Guard regulation. This equipment will be regularly inspected and maintained in good working condition.

(b) Vessels with greywater discharge sources (e.g., sinks and showers) will be equipped with educational signage concerning acceptable materials for discharge.

3) <u>Reporting Requirements</u>

A) Annual Routine Maintenance Report

(1) The Concessioner is to provide the Park with an updated "Annual Routine Maintenance Report" that covers all Concession Facilities and personal property. The Report will be delivered to the Superintendent on or before October 1. The Superintendent will provide written response thereto within 45 days from receipt thereof. The Report will include*:*

(a) Preventative Maintenance Schedules.

(b) Cyclic Maintenance Schedules.

(c) Scheduled and Unscheduled Maintenance Items.

(d) Equipment Replacement Schedule

(e) Estimated costing for each maintenance items.

B) Repair and Maintenance Reserve Plan

(1) The Concessioner is to provide the Service with an updated "Repair and Maintenance Reserve Plan" that covers all Concession Facilities. The Plan will be delivered to the Superintendent on or before October 1 of each year. The Superintendent will provide written response thereto within 30 days from receipt thereof. The plan will include:

(a) A forecast, by year, of projects that will use Repair and Maintenance Reserve funds over the remaining life of the CONTRACT;

(b) A three-year plan showing what projects are scheduled to be completed with Repair and Maintenance Reserve funds;

- The plan will describe what year projects are scheduled to be designed (if needed) and constructed. An estimated cost will also be included in the plan.

(c) Projects that are scheduled to be complete during the next year; and,

- These projects should have a detailed scope, schedule on when construction will begin and cost estimate. Written approval from the service is required before these projects may begin.

(d) The Service reserves the right to require the Concessioner to replace any component or building system at the end of its useful life or when the item presents a quality, safety, or environmental issue.

C) Deferred Maintenance Report

(1) Within 60 days of the effective date of the CONTRACT execution, an initial list of all maintenance deficiencies and items of deferred maintenance will be formulated and documented by the NPS and reviewed with the Concessioner. Within 45 days of this review, the Concessioner will develop a program to address all such items, including a timeline and cost to cure. Any costs in excess of the amount stated in accordance with the CONTRACT will only be incurred as funds become available.

D) Pesticide Use Log

(1) A pesticide use log will be submitted to the Superintendent annually not later than October 1 of each year.

The following table summarizes the preceding reporting requirements and details other reports, plans, and inspections that will be the responsibility of the Concessioner per the CONTRACT and this Maintenance Plan.

SUMMARY OF REPORTING REQUIREMENTS INITIAL AND RECURRING DUE DATES		
Title	**Schedule**	**Due Date**
Deferred Maintenance Plan	Initial	Within 60 days of the effective date of contract execution
Annual Maintenance Report	Annual	On or before October 1 of each year.
Repair and Maintenance Reserve Plan	Annual	On or before October 1 of each year.
Annual Inspection Reports	Annual	To Be Determined by Concessioner and the Park
Pesticide Use Log	Annual	On or before October 1 of each year
Structural Fire Inspections	Annual	Prior to opening each season.
Grease Trap Inspections	Weekly	As arranged

Approved, effective , 200___

By: _____

Superintendent, Glacier Bay National Park & Preserve

Received By: _____

[insert Concession official here]

EXHIBIT I

INSURANCE REQUIREMENTS

I. INSURANCE REQUIREMENTS

The Concessioner shall 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.

With the exception of statutory Workers' Compensation insurance protection, the National Park Service shall be named as an additional insured under all insurance policies issued or arranged in support of this agreement. The coverage provided for the benefit of the National Park Service is not to be impaired by any act of the Concessioner, its agents, servants or employees. The National Park Service shall, solely for its benefit, be provided ***an unconditional 30-day advance*** notice of cancellation, non-renewal or material change in coverage or policy terms. The term National Park Service shall by definition and where appropriate and legally permissible, also include the term United States Government/United States of America.

The amounts of insurance and coverage terms ***indicated are not intended as a limitation*** of the Concessioner's responsibility or liability under this agreement, but rather an indication as to the minimum amount and minimum scope of insurance that the National Park Service considers necessary to allow the operation of the concession facilities at its park. Nevertheless, if the concessioner purchases insurance in addition to the limits illustrated herein, the National Park Service is to receive benefit of the additional amounts of insurance without additional cost to the National Park Service.

II. LIABILITY INSURANCE

The following Liability Coverages are to be maintained at a minimum, all of which are, unless noted herein, to be written on an occurrence form of coverage by **an insurance company licensed to do business within the State of Alaska** and **having an A.M. Best's rating of no less than A- and a financial category rating of no less than VII**. The Concessioner may attain the limits specified below by means of supplementing the respective coverage(s) with Excess or "Umbrella'" Liability.

1) Commercial General Liability

A) Coverage will be provided for bodily injury, property damage, personal or advertising injury liability, including contractual liability (including contractual liability arising out of personal injury and advertising injury liability) and products/completed operations liability insurance protection. The following minimum limits of liability * to be provided:

(1) General Aggregate	$10,000,000
(2) Products & Completed Operations Aggregate	$10,000,000
(3) Per Occurrence	$10,000,000

(4) Personal Injury & Advertising Injury Liability $10,000,000

(5) Medical Payments $5,000 per person

(6) Fire Legal Liability $50,000 per fire

***or those minimum limits required by the Umbrella/excess liability insurer**

B) The liability coverages must be provide by the usual ISO policy form (or equivalent) customarily in use within the State of Alaska

C) The "pollution exclusion" must be amended to admit liability for pollution damage caused by smoke, vapors, fumes, soot, etc. from a hostile fire.

D) The General Aggregate limit under the policy must be amended to apply separately to each separate location/building insured under the policy.

2) <u>Automobile Liability</u>

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

A) Bodily Injury and Property Damage (combined) $10,000,000 per occurrence *.

***or those minimum limits required by the Umbrella/excess liability insurer**

3) <u>Liquor Liability (if applicable)</u>

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

A) Each Common Cause Limit $1,000,000

B) Aggregate Limit $5,000,000

***or those minimum limits required by the Umbrella/excess liability insurer**

4) <u>Watercraft Liability (or Protection & Indemnity)</u>

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

A) Each Occurrence Limit $10,000,000 per occurrence & aggregate

***or those minimum limits required by the Umbrella/excess liability insurer**

5) <u>Wharf Owner's Liability</u>

This insurance is designed to cover the Concessioner's liability for physical loss or damage to watercraft, equipment and their cargo or other interest while in the Concessioner's custody at temporary landing or mooring facilities operated by the concessioner.

a. Physical damage to vessel $250,000/vessel

b. Equipment/contents $50,000/vessel

6) <u>Excess Liability or Excess "Umbrella" Liability</u>

Minimum Limits: Bodily Injury & Property Damage $10M/occurrence & aggregate.

1. Watercraft exclusion to be deleted.
2. Care custody & control exclusion deleted (following form).
3. Coverage includes Environmental Impairment liability
4. Coverage includes Liquor liability
5. Coverage includes environmental exposure (sudden & accidental)

An excess or "umbrella" liability policy may be used to supplement or achieve any of the above limits of liability. However, if a lower limit of liability is used for a subordinate policy, then the limit of liability under the umbrella policy must be increase to account for the lower primary or subordinate policy. For instance, the General Liability policy requires a $10M limit, if the limit under the General liability policy is to be $1M, then the umbrella policy must provide a limit of $9M.

The umbrella liability policy coverage shall be at least as broad as that provided by underlying insurance policies and the limits of underlying insurance shall be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the Excess Liability or Excess "Umbrella" Liability policy. If the coverage afforded by the excess or umbrella policy results in limits greater than the limits required hereunder, then the greater limit shall be available to the NPS in the event of a loss.

7) <u>Environmental Impairment Liability</u>

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

A) Each Occurrence or Each Claim Limit - Same as general liability limits

B) Aggregate Limit - Same as general liability limits

***or those minimum limits required by the Umbrella/excess liability insurer**

8) Special Provisions for Use of Aggregate Policies

If at any time the aggregate limit of any required policy is (or if it appears that it will be) reduced or exhausted, the Concessioner may be required to reinstate such limit or purchase additional coverage limits. The Certificate of Insurance required herein will note compliance with this aggregate provision.

9) Self-Insured Retentions

Self-insured retentions on any of the above-described Liability insurance policies (other than Excess "Umbrella" Liability, if maintained) may not exceed $10,000 without prior approval of the director.

10) Workers Compensation & Employers' Liability

Coverage will comply with the statutory requirements of the state(s) in which the Concessioner operates. The State of Alaska must be specifically addressed within the policy.

III. PROPERTY INSURANCE

1) Building(s) and/or Contents Coverage

A) Insurance shall cover buildings, structures, improvements & betterments and/or contents for all Concession Facilities, as more specifically described in Exhibit D of this CONTRACT.

B) Coverage shall apply on an "All Risk of loss" or "Special Coverage" basis.

C) The policy shall provide for loss recovery on a Replacement (new for old) Cost basis.

D) The amount of insurance should represent no less than 90% of the Replacement Cost value of the sum total of all insured property.

E) The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.

F) Coverage is to be provided on a blanket basis, real and personal property.

G) The vacancy and unoccupancy restriction, if any, must be eliminated for property that will be vacant or unoccupied beyond any time period specified in the policy.

H) Flood Coverage shall be maintained with a limit of not less than $. Not Applicable

I) Earthquake Coverage shall be maintained with a limit of not less than the building replacement costs listed in Exhibit D.

J) Ordinance or Law, demolition and increased cost of construction coverage shall be maintained with a limit of not less than the building replacement costs listed in Exhibit D.

2) <u>Boiler & Machinery Coverage</u>

A) Insurance coverage shall apply on the "comprehensive" basis of coverage including all objects within the Concession Facilities.

B) The policy shall provide for loss recovery on a Replacement (new for old) Cost basis.

C) The amount of insurance should represent no less than 90% of the Replacement Cost value of the sum total of all of the insured property.

D) The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.

E) Coverage is to be provided on a blanket basis.

F) If insurance is written with a different insurer than the Building(s) and Contents insurance, both the Property and Boiler insurance policies must be endorsed with a joint loss agreement.

G) Ordinance or Law, demolition and increased cost of construction coverage shall be maintained with a limit of not less than the building replacement costs listed in Exhibit D.

3) <u>Builders Risk Coverage (only if new buildings under construction or major renovations)</u>

A) Insurance shall cover new buildings or structures under construction at the Concession Facilities, including rehabilitation and restoration operations and include coverage for property that has or will become a part of the project while such property is at the project site, at temporary off-site storage and while in transit. Coverage should also apply to temporary structures such as scaffolding and construction forms. (It is permissible to include this coverage as an endorsement to the master property policy required above.)

B) Coverage shall apply on an "All Risk of loss" or "Special Coverage" basis.

C) The policy shall provide for loss recovery on a Replacement Cost basis.

D) The amount of insurance should represent no less than 90% of the Replacement Cost value of the insured property.

E) The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.

F) Any occupancy restriction must be eliminated.

G) Any collapse exclusion must be eliminated.

H) Any exclusion for loss caused by faulty workmanship must be eliminated.

I) Flood Coverage shall be maintained with a limit to be determined at the time of construction.

J) Earthquake Coverage shall be maintained with a limit of not less than the building replacement costs listed in Exhibit D.

K) Coverage is to be arranged on a "completed value" form.

4) <u>Business Interruption and Extra Expense Insurance (including loss to piers, wharves, and marina facilities)</u>

Business Interruption and extra expense insurance is to cover the loss of income and continuation of fixed expenses in the event of damage to or loss of Concession Facilities, including, without limitation and with respect to the interests of the National Park Service, the loss (or reduction) of franchise fee payments to the National Park Service by the Concessioner. Extra Expense insurance shall cover the extra expenses above normal operating expenses to continue operations in the event of damage or loss to covered property. The coverage to be provided shall be at least that calculated as follows:

Anticipated annual Gross revenue from operations	$_____
Less non-continuing expenses	($_____)
Total:	$_____
Times exposure (# of days of operations/365)	X
Business Interruption limit	$_____

5) <u>Deductibles</u>

Property Insurance coverages described above may be subject to deductibles as follows:

A) Direct Damage deductibles shall not exceed the lesser of 10% of the amount of insurance or $25,000 (except Flood & Earthquake coverage may be subject to deductibles not exceeding $50,000).

B) Extra Expense deductibles (when coverage is not combined with Business Interruption) shall not exceed $25,000.

6) <u>Required Clauses</u>

A) Loss Payable Clause:

A loss payable clause similar to the following must be added to Buildings and/or Contents, Boiler and Machinery, and Builders Risk policies, including any Business Interruption coverage agreement:

> "In accordance with Concession Contract No. GLBA001 dated ____, between the United States of America and [the Concessioner] payment of insurance proceeds resulting from damage or loss of structures insured under this policy is to be disbursed directly to the Concessioner without requiring endorsement by the United States of America."

B) Wharves and Piers endorsement is to be included

C) Building ordinance and law coverage is to apply to wharves and piers

IV. CONSTRUCTION PROJECT INSURANCE

Concessioners entering into contracts with outside contractors for various construction projects, including major renovation projects, rehabilitation projects, additions or new buildings/facilities will be responsible to ensure that all contractors retained for such work maintain an insurance program that adequately covers the construction project.

The insurance maintained by the construction and construction-related contractors shall comply with the insurance requirements stated herein (for Commercial General Liability, Automobile Liability, Workers' Compensation and, if professional services are involved, Professional Liability). Except for the workers' compensation insurance coverage, the interests of the Concessioner and the United States shall be covered in the same fashion as required in the Commercial Operator Insurance Requirements. The amounts/limits of the required coverages shall be determined in consultation with the Director taking into consideration the scope and size of the project. Any project in excess of $1,000,000, shall be reviewed by the NPS for additional conditions.

V. INSURANCE COMPANY MINIMUM STANDARDS

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

1) All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition).

2) All insurers for all coverages must have a Best's Financial Size Category of at least VII according to the most recent edition of A.M. Best's Key Rating Guide (Property-Casualty edition).

3) All insurers must be admitted (licensed), or approved in the state in which the Concessioner is domiciled.

VI. CERTIFICATES OF INSURANCE

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

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

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

The Certificate of Insurance **shall contain a notation that the insurance coverage represented therein complies with the provisions of this agreement as outlined in Exhibit I.**

The **notice of cancellation provision** of the certificate shall have any and all qualifying language such as: *"We will endeavor to provide"* or *"failure to provide said notice will not place any liability upon the company or its representative"* deleted from its terms.

VII. STATUTORY LIMITS

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

GLACIER BAY NATIONAL PARK & PRESERVE PROSPECTUS
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All files can be found on the enclosed CD

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Historical Financial Information
From
Concession Annual Financial Reports

	2001	2000	1999
Gross Receipts:			
Restaurant	$460,263	$ 453,730	$ 447,718
Gifts	254,638	263,250	151,841
Rooms	506,902	647,594	827,326
Fuel	86,085	74,383	73,152
Transfer In-Park	88,041	89,886	99,021
Camper Drop-Off	93,767	100,994	
Day Tour	1,288,642	1,503,184	1,652,391
Miscellaneous Sales	34,854	24,604	23,164
Franchise Fees	137,938	150,623	153,802
Capital Account Requirements	137,938	150,623	153,802
Merchandise Inventories*	71,593	130,933	109,757
Depreciable Fixed Assets**	2,800,086	3,738,656	3,618,040
Net Depreciable Fixed Assets**	1,813,126	2,849,626	2,935,602

* Gift shop merchandise only

** Includes assets of sister company.

Glacier Bay Lodge Personal Property List

Location	Item	Quantity
Admin	BBQ grill	1
Admin	bench	1
Admin	chairs, office	10
Admin	conference table, 6 seat	1
Admin	copier, fax, scanner, fax combo	1
Admin	Desks	4
Admin	dresser, 9 drawer	1
Admin	fax machine	1
Admin	file cabinets, 2 drawer	3
Admin	file cabinets, 4 drawer	3
Admin	garbage cans, metal	2
Admin	kayaks, neck	7
Admin	large Xerox copier	1
Admin	pencil sharpeners, electric	2
Admin	radios, 2-way	6
Admin	safe	1
Admin	shelves, plastic, stackable	20
Admin	shelves, wire	3
Admin	shelves, wood, 6 ft	3
Admin	staplers	7
Admin	tables, folding, 6ft	8
Admin	ten keys	4
Admin	vacuums	4
Cabins	artwork	56
Cabins	bed frame, dbl, ranch oak	23
Cabins	bed frame, queen	2
Cabins	bed frame, sgl, ranch oak	56
Cabins	bedspread , queen	2
Cabins	bedspread, dbl	43
Cabins	bedspread, sgl	76
Cabins	box spring, dbl	43
Cabins	box spring, queen	2
Cabins	box spring, sgl	76
Cabins	chair, ranch oak, cushioned	38
Cabins	chair, wood, cushioned	2
Cabins	clock radios	57
Cabins	desk chairs	36
Cabins	desks, wood	36
Cabins	end table, lag	1
Cabins	end tables, small	44
Cabins	ice bucket	57
Cabins	luggage rack	56
Cabins	mattress, dbl	43

Glacier Bay Lodge Personal Property List

Location	Item	Quantity
Cabins	mattress, queen	2
Cabins	mattress, sgl	76
Cabins	phone	55
Cabins	pillow	216
Cabins	pillow case	308
Cabins	sheet, dbl	135
Cabins	sheet, queen	3
Cabins	sheet, single	238
Cabins	shower curtain	56
Cabins	shower mat	63
Cabins	table, round	1
Cabins	towel, face	368
Cabins	towels, bath	214
Cabins	towels, hand	321
Cabins	trash cans, black	56
Cabins	trash cans, peach	56
Dining Room	baskets, bread	21
Dining Room	baskets, wire	13
Dining Room	bowls, cereal	62
Dining Room	bowls, serving	37
Dining Room	bowls, soup	23
Dining Room	cambro, dispenser	1
Dining Room	cash register	1
Dining Room	chairs, dining room	82
Dining Room	coffee grinder	1
Dining Room	coffee maker, industrial	1
Dining Room	crab crackers	32
Dining Room	crab forks	72
Dining Room	cup, soup	34
Dining Room	forks, dinner	154
Dining Room	Glass, pint	36
Dining Room	Glass, tumbler	24
Dining Room	Glass, wine	24
Dining Room	grinder, pepper	4
Dining Room	high chair	3
Dining Room	ice machine	1
Dining Room	knives, dinner	192
Dining Room	knives, steak	4
Dining Room	microwave	1
Dining Room	oil & vinegar containers	3
Dining Room	plate, crème Brule	15
Dining Room	plate, small rectangle	49
Dining Room	plates, dinner	98
Dining Room	plates, glass, fish	21
Dining Room	plates, oval	23

Glacier Bay Lodge Personal Property List

Location	Item	Quantity
Dining Room	plates, salad	138
Dining Room	plates, salad, glass	24
Dining Room	salt & pepper shakers	105
Dining Room	saucers	190
Dining Room	service bar, plastic,	1
Dining Room	spoon, tea	69
Dining Room	spoons, soup	72
Dining Room	syrup dispensers	6
Dining Room	tables, dining room	28
Dining Room	tables, outdoor, 4	16
Dining Room	Tlingit wall moiety carving	1
Employee Dorms	box spring, single	48
Employee Dorms	bunk beds, wood	45
Employee Dorms	dresser	48
Employee Dorms	mattresses, single	48
Front Office	brochure holder, plastic	2
Front Office	card file	1
Front Office	cash register	3
Front Office	copier	1
Front Office	desk	1
Front Office	fishing poles	4
Front Office	fist aid kit	1
Front Office	mailbox	1
Front Office	marine radio	2
Front Office	office chair	2
Front Office	phone, computer	3
Front Office	safe, small	1
Front Office	ten key	1
Gift Shop	10X16 metal hanging wall display	1
Gift Shop	2X10 metal wall mounted display	14
Gift Shop	6 bulb track light	1
Gift Shop	8 bulb track light	2
Gift Shop	glass cube shelves	44
Gift Shop	metal spotlights	10
Gift Shop	wood display cabinets	2
Gift Shop	wood frame glass shelve	1
Gift Shop	wood shelve	1
Kitchen	basket, wicker	1
Kitchen	bowl, glass	3
Kitchen	bowl, large	4
Kitchen	bowl, plastic	3
Kitchen	bowls, large, metal	4
Kitchen	bowls, med, metal	2
Kitchen	bowls, small, metal	1
Kitchen	bulk food containers, large	4

Glacier Bay Lodge Personal Property List

Location	Item	Quantity
Kitchen	bus tub	6
Kitchen	cake divider	1
Kitchen	cake holders	2
Kitchen	cambro 1.5qt	2
Kitchen	cambro 12qt	2
Kitchen	cambro lid, assort	6
Kitchen	cambro, 22qt	3
Kitchen	cambro, 4qt	3
Kitchen	cambro, 6qt	3
Kitchen	can opener, industrial	1
Kitchen	can opener, small	1
Kitchen	carving board w/light	1
Kitchen	cooler, reach-in, white	1
Kitchen	cutting board, assort	11
Kitchen	dish rack	13
Kitchen	first aid kit	1
Kitchen	grater	3
Kitchen	Ice bucket	1
Kitchen	ice bucket, metal	1
Kitchen	ice cream scooper	2
Kitchen	ketchup, dispenser	1
Kitchen	knives, chef	9
Kitchen	ladle, assort	4
Kitchen	mallet	1
Kitchen	measuring cups, set	1
Kitchen	measuring spoons, set	1
Kitchen	mixer, industrial, w/attachments	1
Kitchen	mixer, kitchen aid, w/attachments	1
Kitchen	mop bucket	1
Kitchen	muffin tin, 24	3
Kitchen	pan 4, 4"	3
Kitchen	pan lids, assort	21
Kitchen	pan, 3, 6"	9
Kitchen	pan, 9, 4"	58
Kitchen	pan, half, 2"	5
Kitchen	pan, half, 4"	13
Kitchen	pan, hotel, 2"	9
Kitchen	pan, hotel, 4"	21
Kitchen	pan, hotel, 6"	4
Kitchen	pan, sauté, large	10
Kitchen	pan, sauté, med	5
Kitchen	pan, sauté, small	7
Kitchen	pan, sheet, full	26
Kitchen	pan, sheet, half	10
Kitchen	pan,4, 6"	5

Glacier Bay Lodge Personal Property List

Location	Item	Quantity
Kitchen	pans, bundt	4
Kitchen	pans, cheesecake	7
Kitchen	pastry bag	1
Kitchen	pastry brush	2
Kitchen	pastry tip set	1
Kitchen	pie tin	6
Kitchen	pizza slicer	1
Kitchen	platter	3
Kitchen	pliers	2
Kitchen	pot, ex large, soup	1
Kitchen	pot, large	3
Kitchen	pot, large, soup	6
Kitchen	pot, small	2
Kitchen	rack, 6ft, wheeled	1
Kitchen	rack, straining	2
Kitchen	ramekins, glass	9
Kitchen	ramekins, metal	53
Kitchen	robot coup	1
Kitchen	rolling pins	3
Kitchen	scale	2
Kitchen	scraper	5
Kitchen	scraper, metal	4
Kitchen	shelving units, industrial, metal	4
Kitchen	silverware rack	2
Kitchen	slicer, industrial	1
Kitchen	soup warmer	1
Kitchen	spatula, burger flipper	3
Kitchen	spatula, plastic	3
Kitchen	spatula, serving	8
Kitchen	spoon, long handle	3
Kitchen	spoon, short handle	7
Kitchen	steel, sharpening	2
Kitchen	strainer	5
Kitchen	toaster, industrial	1
Kitchen	tongs	9
Kitchen	whisk	1
Kitchen	whisk, large	1
Kitchen	wine rack	2
Lobby	chairs, wood, upholstered cushions	2
Lobby	couch, wood, upholstered cushions	10
Lobby	display case, wood	8
Lobby	end tables, large	3
Lobby	end tables, small	3
Lobby	plant, plastic	1
Lobby	sign, dining room	1

Glacier Bay Lodge Personal Property List

Location	Item	Quantity
Office	answering machine	1
Office	circuit board	1
Office	CPU	3
Office	CPU IBM	4
Office	DSL LAN extender	2
Office	HP Base HUB	1
Office	keyboard	7
Office	modem	2
Office	Monitor	7
Office	patch panel	2
Office	phone system, phone board and (7) phones	1
Office	printer HP 5l	2
Office	printer, HP DeskJet	1
Office	router, Cisco	1
Shop	chain saw	1
Shop	circular saw	1
Shop	compressor	1
Shop	electrical repair tool kit	1
Shop	fasteners, various	1
Shop	fittings, various	1
Shop	garden tools	5
Shop	grinder	1
Shop	hand saw	2
Shop	ladder	3
Shop	mechanics tool kit	1
Shop	metal cabinet, non-fire proof	1
Shop	plumbers tool kit	1
Shop	power drill	1
Shop	power drill cordless	1
Shop	sledge hammer	1
Shop	table saw	1
Staff Café	Book shelves, 4ft	1
Staff Café	Book shelves, 7ft	1
Staff Café	bowel, large metal	1
Staff Café	bowl, soup	51
Staff Café	cambric	2
Staff Café	chairs, lounge	1
Staff Café	chairs, metal	15
Staff Café	coffee maker	1
Staff Café	couches, leather	3
Staff Café	cup, coffee	68
Staff Café	cup, soup	58
Staff Café	dispenser, cereal	3
Staff Café	espresso machine, small	1
Staff Café	forks	34

Glacier Bay Lodge Personal Property List

Location	Item	Quantity
Staff Café	Garbage cans. Large plastic	5
Staff Café	Ice machine	1
Staff Café	knives, butter	68
Staff Café	knives, steak	6
Staff Café	metal rack, stainless, mobile	1
Staff Café	microwave	1
Staff Café	plates, dinner	15
Staff Café	plates, salad	67
Staff Café	refrigerator, small	1
Staff Café	Rug 12x12	1
Staff Café	salad bar, large plastic	1
Staff Café	saucers	78
Staff Café	screen, projection	1
Staff Café	spoons	30
Staff Café	Stand, TV	1
Staff Café	tables, small end	3
Staff Café	trays, plastic	52
Staff Café	TV 22inch	1
Staff Café	VCR	1
Staff Café Kitchen	bowls, metal, mixing	10
Staff Café Kitchen	bowls, plastic, mixing, assort	10
Staff Café Kitchen	broom, large	1
Staff Café Kitchen	broom, large	2
Staff Café Kitchen	bus tub	4
Staff Café Kitchen	cambro 22qt	1
Staff Café Kitchen	cambro, 1.5qt	6
Staff Café Kitchen	cambro, 2qt	5
Staff Café Kitchen	cambro, 12qt	3
Staff Café Kitchen	cambro, 16qt	1
Staff Café Kitchen	cambro, 4qt	8
Staff Café Kitchen	cambro, 6qt	3
Staff Café Kitchen	cambro, lids, assort	14
Staff Café Kitchen	can opener, industrial	1
Staff Café Kitchen	crab crackers	7
Staff Café Kitchen	crab forks	6
Staff Café Kitchen	cups, measuring, assort	3
Staff Café Kitchen	cutting boards	8
Staff Café Kitchen	deep fryer	1
Staff Café Kitchen	dish racks	7
Staff Café Kitchen	eye wash kit	1
Staff Café Kitchen	garbage can, large, plastic	2
Staff Café Kitchen	grater	2
Staff Café Kitchen	hand sanitizer	1
Staff Café Kitchen	ice cream scoop	1
Staff Café Kitchen	ice tea maker	1

Glacier Bay Lodge Personal Property List

Location	Item	Quantity
Staff Café Kitchen	knives, chef	4
Staff Café Kitchen	ladle, small, plastic	4
Staff Café Kitchen	ladles, metal, assort	5
Staff Café Kitchen	Mixer, Burr, w/bowl & attachments	1
Staff Café Kitchen	mixer, hand, Braun	1
Staff Café Kitchen	mixer, Kitchenaid, w attachments	1
Staff Café Kitchen	mop	1
Staff Café Kitchen	mop bucket	1
Staff Café Kitchen	pan, sauté, large	7
Staff Café Kitchen	pan, sauté, med	4
Staff Café Kitchen	pan, sauté, small	4
Staff Café Kitchen	pans, bread	13
Staff Café Kitchen	pans, half, 2"	8
Staff Café Kitchen	pans, half, 4"	11
Staff Café Kitchen	pans, hotel, 2"	10
Staff Café Kitchen	pans, hotel, 4"	14
Staff Café Kitchen	pans, muffin, 12	1
Staff Café Kitchen	pans, muffin, 24	2
Staff Café Kitchen	pans, quarter, 4"	7
Staff Café Kitchen	pans, sheet, full	19
Staff Café Kitchen	pans, sheet, half	9
Staff Café Kitchen	pans, third, 4"	4
Staff Café Kitchen	pans, third, 6"	10
Staff Café Kitchen	pastry brush	2
Staff Café Kitchen	pie tins, metal, 13"	5
Staff Café Kitchen	pitchers, plastic	16
Staff Café Kitchen	pizza cutter	1
Staff Café Kitchen	platter	4
Staff Café Kitchen	pots, soup, large	5
Staff Café Kitchen	pump pots,	2
Staff Café Kitchen	rack, metal	1
Staff Café Kitchen	rack, metal, mobile	1
Staff Café Kitchen	robot coupe	1
Staff Café Kitchen	rolling pin	2
Staff Café Kitchen	salad spinner	1
Staff Café Kitchen	scale	2
Staff Café Kitchen	shelving unit, kit, industrial	5
Staff Café Kitchen	skillet	2
Staff Café Kitchen	slicer	1
Staff Café Kitchen	smoker	1
Staff Café Kitchen	soap dispenser	1
Staff Café Kitchen	spatulas, metal	3
Staff Café Kitchen	spatulas, plastic	4
Staff Café Kitchen	spoons, large, kit, metal, assort	22
Staff Café Kitchen	steel (sharpening)	2

Glacier Bay Lodge Personal Property List

Location	Item	Quantity
Staff Café Kitchen	strainers, metal	4
Staff Café Kitchen	tongs, metal, assort	10
Staff Café Kitchen	towel dispenser	1
Staff Café Kitchen	tubs, plastic, large	2
Staff Café Kitchen	waffle maker	2
Staff Café Kitchen	whisk	7
Vehicles	1976 International bus	1
Vehicles	1977 International bus	1
Vehicles	1981 International bus	1
Vehicles	1984 Ford Truck (box)	1
Vehicles	1986 Ford Eldorado 21 PAX	1
Vehicles	1986 Ford Eldorado 21 PAX	1
Vehicles	1987 Ford 40 pax bus	1
Vehicles	1987 Ford Truck (box Luggage)	1
Vehicles	1988 Dodge Ram V an	1
Vehicles	1988 GMC Pickup	1
Vehicles	1989 Chevy Astro Van	1
Vehicles	1990 Dodge Ram Van	1
Vehicles	1992 Chevrolet pickup	1
Vehicles	1993 Ford Club Wagon	1
Vehicles	1993 Ford Club Wagon	1
Vehicles	1995 Plymouth Van	1

Glacier Bay National Park & Preserve

Glacier Bay Lodge Pre-Solicitation Site Visit Notes

September 4, 2002

Participants

Name	Affiliation
Lennie Gorsuch	Allen Marine
Gary Sorrels	American West Steamboat Co.
Joe Rentfro	ARAMARK
Dean Crane*	ARAMARK
Bill Frasier*	ARAMARK
Mike Olney	Bear Track Inn
Brad Rice	Cross Sound Express
Dick West	Cruise West
Jeff Krida	Cruise West
Karen Cooper	Cruise West
Mark Wascher	Glacier Bay Park Concessions, Inc.
Kenzie Broughton	Glacier Bay Park Concessions, Inc.
David Goade	Goldbelt, Inc.
Caroline Martin*	Huna Totem
Albert W. Dick*	Huna Totem
Sam Furuness	Huna Totem
Don Rosenberger*	Huna Totem
David Wilde*	Mt. Rainier Guest Services

Glacier Bay National Park & Preserve

Tomie Lee	Superintendent
Jed Davis	Deputy Superintendent
David Nemeth*	Concessions Chief
Marilyn Trump	Concessions Specialist

*Also participated in tour vessel day trip through Glacier Bay on September 5.

Introduction/General

9:00 AM: Met in NPS Auditorium at Glacier Bay Lodge.

Marilyn Trump distributed an information packet to all participants. This included the site visit agenda for 9/4-5, 2002, pre-solicitation notice, Glacier Bay Park Concession, Inc. Concession contract CC-GLBA001-86 – Amendment No. 4, History of Glacier Bay Lodge Concession, Glacier Bay National Park's visitor guide *"The Fairweather"*. Additional information about this concession is available on the park website (www.nps.gov/glba).

Dave Nemeth reviewed the agenda for the site visit, passed around the sign-in sheet and introduced park Superintendent Tomie Lee. Tomie gave a brief welcome. Participants introduced themselves.

Much of the site visit was conducted as a walking tour of the facilities. Questions from participates were noted and included below. General comments are from the NPS. Questions are grouped together under the topic headings below, for clearer organization. Development of the prospectus and next contract is in progress, but the NPS cannot

comment at this time on exactly what services or other requirements will be included in the prospectus or next contract. The main purpose of the site visit is to allow interested parties an opportunity to tour the facilities and see the current concession in operation during the summer months, when it is open for business.

Question: Does the current concession contract with Glacier Bay Park Concessions, Inc. (GBPCI) limit the Bartlett Cove area to just the GBPCI operation? Answer: No, there are several other NPS concessioners in this area - for kayak rentals, guided kayak tours, etc. A separate prospectus will be issued for these services.

There are many other concession contracts at Glacier Bay National Park & Preserve:

1 - Guided kayak tours
13 - Charter Boat services
6 - Tour vessel services
7 - Cruise ships
1 - Kayak rental operation
3 - small lodges in Dry Bay
8 - Guided River Rafting tours

Visit the park website for more information about these concessions (www.nps.gov/glba).

Question: In the prospectus, will NPS spell out other concession opportunities and their rollover dates? Answer: Each concession opportunity will be addressed separately in a prospectus for that business opportunity (for example, tour boats based outside the park will be addressed in a separate prospectus, not the prospectus for the contract currently held by GBPCI, which is the subject of this site visit.)

Question: Will there be a list of site visit participants sent to all participants or can this be somehow available? Will there be information available on the NPS website about the prospectus? Answer: the list of participants is included on page 1 of this document. The park intends to post the prospectus for this contract on its website, when it is released.

Prospectus/Next Contract

Question: When will the prospectus be issued? Answer: The prospectus is scheduled to be out by late winter 2003. We hope to make a public announcement of who the NPS intends to award the contract to during the summer of 2003.

Question: Will there be a pre-bid meeting? Answer: If there is a need, we may arrange it by conference call or something similar. As a matter of standard procedure, the NPS does not conduct pre-bid meetings for concession contracts. We do conduct site visits, such as this, which was scheduled during the summer months when the concession is in operation.

Question: How will the transition from the old concessioner to the new concessioner work? Will the new Concessioner be able to start taking over bookings immediately upon notification of being selected as the new Concessioner (there is concern that as soon as the current concessioner finds out they did not get the new contract they will quit taking bookings and hurt business for the next season)? Answer: The next concessioner can start taking reservations as soon as they are awarded the contract. The existing concession contract, particularly Section 11 (Termination) and 12 (Compensation) are applicable to transition issues (the existing concession contract, as well as amendments 1-3, are available on the park website (www.nps.gov/glba).

Question: What about personal property? Answer: The prospectus will include an estimate of the value of the personal property that the new concessioner will be required to purchase from existing concessioner. Some of the personal property used in the concession is concession owned and some is government owned.

Question: How are the package prices (that contain travel both inside and outside the park) regulated? Answer: Generally the NPS regulates only the portion of a trip which occurs inside the park.

Facilities/Land Assignment/Personal Property

Question: Are there any long term plans to include additional guestrooms? Answer: "Additional lodging (up to 30 additional pillows) will be constructed in Bartlett Cove if the NPS determines that such lodging can appropriately be accommodated in Bartlett Cove and the community [of Gustavus] cannot provide such lodging." (Bartlett Cove Comprehensive Design Plan, FONSI, 3/11/98). At this time, the NPS does not plan to authorize additional guestrooms in the next concession contract.

Begin walking tour of the lodge, starting with the outside, upper deck of the lodge that has the elevator lift for handicap. Reviewed concessioner vegetation management responsibilities. NPS currently does hazard tree removal to provide view shed for lodge and cabins. NPS will be reviewing who will be responsible for hazard tree removal in the next contract.

The NPS has contracted with a third party for a professional condition assessment of all facilities which will be assigned to the next concessioner. In general, the facilities are in good condition. Maintenance and deferred maintenance needs will be considered in the development of contract requirements and in computing the franchise fee for the next contract.

The Lodge and some of the cabins were built in 1966. See "History of Glacier Bay Lodge Concession" in the information package (attached).

NPS would like the facility open as long as possible (May through September).

Question: Is the concession facility assigned to the concessioner all year-round? Answer: Currently the facility is assigned seasonally, although this will change to year-round in the new contract and concessioner may have an on-site maintenance person.

Lower Lodge deck: This is a casual dining area that provides casual food service in addition to formal dining inside. May address improvements to this area in prospectus. There is a fairly high demand for this area, especially from Gustavus locals.

Question: Does the facility meet ADA standards? Answered: Yes, NPS believes the current lodge and rooms to meet ADA standards. Two rooms (#53 and 54) are handicap accessible.

Question: Isn't a roll-in shower now an ADA requirement? Answer: Rooms #53 and 54 have tubs, including handicap features, but they do not include a roll-in shower. However, the NPS believes a roll-in shower is not required by ADA or UFAS standards.

The current arrival scheme is to bring luggage to the luggage room and have lodge staff deliver bags to rooms.

The cabin roofs were replaced in 1999. The lodge roof is scheduled to be replace in the fall of 2002 (last roof replacement may be described in lodge history in participant's packet of information provided).

Lodge cabin bathrooms were viewed. All cabin bathrooms have been renovated since 1998 and are believed to be in good condition.

Currently the park visitor center is located on the second floor of the lodge building. The NPS has a proposal to construct a new visitor center. Currently construction is not scheduled to begin until 2007 at the earliest. If a new visitor center is constructed, the upstairs of the lodge may be available to the concessioner. In the prospectus, there may be a question asking what the concessioner would do with this area if it did become available.

Question: Is there a possibility for private funding for the visitor center? Answer: There is a possibility for private funding.

Laundry room: The washers and dryers in this room were recently replaced with NPS funds and all are government owned.

All of the fuel storage tanks serving the lodge building and cabins were recently replaced and belong to the NPS. They all meet current regulatory requirements.

Dormitory rooms (viewed only the women's): These are budget accommodations that are available for about $30.00/night, with low usage. The park may come up with an alternative use or an improvement plan for this building in the prospectus. Also viewed public laundry/shower room.

Maintenance Room: Viewed inside, up ladder and some looked in walk-in freezer that was turned off, but is operational per Kenzie Broughton, storage area next to maintenance shop, area between maintenance shop and kitchen. The future plans for dorm/maintenance building may be converted to a bakery; the park is looking for opportunities for improvement.

Warehouse: Viewed entire storage area, walk-in cooler, gift shop storage area, and flammable storage cabinet. This area was excavated after the lodge was built to build the warehouse.

Gift Shop: This was originally a cocktail lounge with a fireplace that was open on both sides of the bar/lobby wall. This was changed from a bar to a gift shop by the current concessioner, as agreed to by the park.

The fireplace is currently using propane for its fire, but could change back using wood for the fire.

Question: Is the water drained out of the pipes in the winter? Answer: Yes.

Question: What is the antenna on the lodge roof used for? Answer: It is used by the concessioner for their marine radios.

Buses: All of the buses and other vehicles used by the concessioner are the property of the concessioner.

Question: Do any of the buses have an ADA lift: Answer: No (Kenzie Broughton, GBPCI).

GBPCI has a storage and bus maintenance facility located in Gustavus, outside the park.

Concession Employee Dorms, located in Bartlett Cove: Question: How many employee rooms are there? Answer: There are 24 rooms total with four beds in each room, although they try to put only 3 employees per room. Currently, the concessioner has 80 employees. NPS is looking for a program that would offer better housing for employees, and this will be addressed in the prospectus. Dorm rooms are defined as personal property in the existing contract.

Administration/Staff Dining building: Government has purchased the concessioner's possessory interest in this building.

Question: Is there currently a requirement for a nurse or EMT on staff? Answer: The current Operations Plan requires the concessioner to have an EMT 1 or a registered nurse on staff. The requirement for the next contract will be in the Operations Plan for the next contract.

Question: What is the current concessioner's possessory interest in real property located in the park? NPS: The possessory interest will probably be zero, barring unforeseen occurrences. The concessioner's possessory interest will be addressed in the prospectus.

Question: What type of Internet connection is there? Answer: There is a dial-up internet connection, although a satellite connection would be better. The concessioner could put in a T1 line which would give them a faster

connection (initial cost approx. $1,000 with a monthly lease fee of approx. $700/month). They may be able to get a satellite connection because they are on a moraine. In the future, there may be an option for a wireless internet connection.

Question: What type of Internet connection does the park have? Answer: A high-speed connection.

Fuel operation: Shore-based fuel pumps are an NPS facility that the concessioner is assigned to provide fuel sales to the public. There is a shared fuel inventory, NPS gives daily reports to concessioner, NPS provides fuel keys, fill vehicles at shore-based pumps and vessels at dock pumps. The NPS charges the concessioner for the costs of operating the fuel farm.

Question: Is it possible for fuel sales to be deleted from the new contract and issued to a separate, local Gustavus resident? Answer: That's a possibility, but will be addressed in the prospectus.

Oil spill response vessels at fuel dock: These vessels are funded by Holland America (by offer in there proposal for their current contract), and operated by SEAPRO to respond to marine fuel spills. Reviewed past spill incidents and stated there is a lot of potential for spills.

The current concessioner has an on-call fuel attendant. There were an average of six fuel sales per day in 2001, including both vehicles and vessels. The concessioner used to sell bait out of the tide house. The NPS does the maintenance on the fuel pumps. There is a high flow pump on the face of the dock; low flow is accessible down below on the floating fuel dock.

Dave showed the Concessioner's public use dock assignment (viewed from fuel dock). Public use dock is NPS maintenance responsibility.

Utilities

The NPS provides the following utility services to the concessioner: electricity, water and wastewater. The concessioner has the option of using the park landfill, but currently has arranged to use the Gustavus landfill, located outside the park, because the rates are less expensive. The NPS also operates the fuel storage facility, and charges the concessioner a pro-rated share of its costs. See the existing GBPCI contract, and Operations and Maintenance Plans, on the park website for additional information on the current operation (www.nps.gov/glba).

Question: If the park purchases electricity from Gustavus, will the concessioner have to buy it from Gustavus also? Answer: If the park were to discontinue generating electricity and connected to commercial power from Gustavus, then the concessioner would have to do the same. The NPS does not expect to connect to commercial power from Gustavus in the next several years, but it remains a long term possibility.

Utility room #2 (within the Lodge building by vending machines): This boiler room is for the lodge only, primarily the kitchen. It is oil fired boilers, two hot water holding tanks. Some asbestos has been identified in this room, but use of a respirator is not required. At this point the only thing the Concessioner is required to do is asbestos awareness training with their employees. The Park will most likely do the abatement work needed in these areas; a decision on this will probably be made at the end of November, 2002.

A Gustavus business delivers propane to the concessioner for the laundry, stoves, and fireplace.

Question: Does the Park prepare the Spill Prevention, Control and Countermeasures Plan (SPCC) plan? Answer: Yes.

Question: Who owns the propane tanks assigned to the concessioner? Answer: All of the propane tanks assigned to the concessioner are government owned.

A commercial fuel barge delivers fuel to the NPS and concessioner at Bartlett Cove. The concessioner buys their own fuel - #2 diesel and gas.

Question: What is the total fuel storage capacity? Answer: The fuel farm can store 100,000 gallons of fuel total, (80,000 diesel and 20,000 gas). There are two over-fill tanks. The fuel barge comes in approximately every two weeks in the summer, with approximately 6 deliveries per year.

Vessels

NPS vessel quotas and vessel operating requirements could change as a result of an Environmental Impact Study (EIS) currently in preparation by the NPS. However, this is being coordinated with the prospectus for the next concession contract. The EIS is scheduled to be completed by January 1, 2004. Following are the current vessel quotas, including those authorized in the current GBPCI contract:

Vessel Category	All companies Entries per day	All companies Entries per season*	GBPCI current contract Entries per day	GBPCI current contract Entries per season*
Cruise Ship	2	139	None	None
Tour Boat	3	276	2	184
Charter Boat	6	312	NA+	221

* the season is defined as June 1- August 31
\+ of the 6 charter boat entries per day, no specific number is reserved for the GBPCI contract

Question: Will there be changes to the vessel services authorized in the current GBPCI concession contract? Answer: There may be changes. NPS is considering pulling out charter boat entries and the second daily tour vessel entry from the existing contract, but no decisions have been made yet. If this second tour boat entry is deleted from the next Lodge contract (the contract currently held by GBPCI), it will likely be offered in a separate prospectus for tour boats based outside the park.

Question: Is the following rule going away: “No charter or tour vessel [based from outside the park] will both originate and terminate at Bartlett Cove within 48 hours while Glacier Bay Lodge is operating."? Answer: This restriction will likely continue for whatever vessel entries are authorized in the next concession contract. If there are no charter vessel entries in the next concession contract, this restriction would be reconsidered for charter boats based outside the park. The prospectus will include the final determination on this issue.

1:00 PM, M/V Keet viewing at Public Use Dock. This is a passenger ferry that comes from Juneau to Bartlett Cove four days a week, arriving in Bartlett Cove at 1:00 PM. It is using vessel entries currently assigned to GBPCI. In the future, the entries for the passenger ferry and how to allocate them will be addressed in the EIS. This service will most likely not be in the new contract. The ferry currently carries most of GBPCI's freight from Juneau to Gustavus. Another option for getting freight to Gustavus is to ship goods by barge. The last four years the concessioner's parent company operated a Juneau-Gustavus ferry, but decided to focus on Lynn Canal and use it there.

Question: Does the NPS have a way to stop a service if after a year or so it's apparent that it's not working, etc.? Answer: Yes, through the evaluation system and the Superintendent can terminate the contract.

At the Pubic Use Dock, other tour vessels dock for an hour or so and let passengers off. There is a three-hour limit, same as the general public, which we don't see changing much.

Day Tour Boat - Spirit of Adventure, operated by GBPCI: The Spirit of Adventure is the vessel currently used by GBPCI. It has a passenger capacity of 250 people. This vessel is also being used as a camper/kayak drop-off boat. It could have to pick-up or drop-off several campers per day (example: possibly of picking up 15 campers/kayaks and one stop and 15 more at the next stop). The Park may offer the kayak drop-off service as a separate service or include it in the next Lodge contract.

Question: Is the Spirit of Adventure considered personal property and is it owned by GBPCI? Answer: This vessel is personal property. Currently, it is the understanding of the NPS that the current concessioner does not own it, but a sister company does own it.

NPS has an interpreter on every tour vessel and cruise ship operating in the park.

The day tour vessel needs a good window anti-fogging system, good viewing areas, and needs to be a fast boat to get all the way up to the glaciers and back in one day. There are speed restrictions-changes throughout the season especially in the lower bay.

Glacier Bay National Park & Preserve

Glacier Bay Lodge Pre-solicitation Site Visit

September 5, 2002 [Day Tour]

Participant List:

Don Rosenberger	**Huna Totem (consultant)**
Albert W. Dick	**Huna Totem (Board Member)**
Caroline Martin	**Huna Totem**
Dean Crane	**ARAMARK**
Bill Frasier	**ARAMARK**
David Wilde	**Mt. Rainier Guest Services**

7:00 am: Boarded Spirit of Adventure
7:30 am: Departed Bartlett Cove
There was no formal presentation or question period. Participants independently observed the day tour operation, visitor activities and NPS interpretive program. No additional information related to the Glacier Bay Lodge solicitation was provided by the NPS.
4:00 p.m.: returned to Bartlett Cove
4:30 p.m.: Disembark

APPLICATION FOR CONCESSION CONTRACTING PREFERENCES
PURSUANT TO ANILCA SECTION 1307(b):
Local Residents and Most Directly Affected Native Corporations

ISSUED IN CONNECTION WITH A CONCESSION CONTRACT
WHICH WILL BE OPEN FOR COMPETITION
FOR THE OPERATION OF:

Day Tour Vessel, Lodging, Food & Beverage, Gifts & Merchandise, Camper Drop-Off Services, Ground Transportation, Fuel Sales and Related Services

At
Glacier Bay National Park & Preserve

****

APPLICATION ISSUED: December 18, 2002

Applications and any modifications of them must be received by
The National Park Service

No later than February 18, 2002 AT 4:30 P.M.

At

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

****

ADDRESS QUESTIONS AND INQUIRES TO:

Mr. David Nemeth
Chief of Concessions
Glacier Bay National Park & Preserve
PO Box 140
Gustavus, Alaska 99826
Telephone: (907) 697-2624
Fax: (907) 697-2654
E-Mail: david_nemeth@nps.gov

or

Mr. Kevin Apgar
Concession Program Manager
Alaska Support Office
2525 Gambell Street, #107
Anchorage, AK 99503
(907) 257-2594
(907) 264-5679
kevin_apgar@nps.gov

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
ALASKA REGION

INTRODUCTION

The National Park Service (NPS) intends to issue a prospectus inviting proposals to operate the principal park concession at Glacier Bay National Park & Preserve. The contract that will result will authorize the concessioner to provide day tour vessel, lodging, food & beverage, gifts & merchandise, camper drop-off services, ground transportation, fuel sales and related services. The term of the contract is proposed to be approximately 10 years, expiring on December 31, 2013.

The NPS intends to issue the prospectus within the next 90 days. In connection with the prospectus, NPS is issuing this application for the purpose of determining which potential Offerors qualify for the statutory preferences provided by the Alaska National Interest Lands Conservation Act, Section 1307(b) and 36 CFR Part 13, Subpart D. In order to be considered for a preference for this prospectus Offerors must submit a timely application separate from any proposal in response to the actual prospectus. Applications for the ANILCA Section 1307(b) preferences must be mailed or delivered to the NPS at the address and received by the time and date shown on the front cover of this application. This is the only opportunity Offerors will have to apply for and be recognized as an Offeror with a preference for the prospectus. Submission of an application does not obligate a potential Offeror to submit an offer in response to the prospectus. Failure to submit an application does not preclude an Offeror from submitting a proposal in response to the prospectus. However, the Offeror would not be recognized as an Offeror with a preference for the prospectus.

The prospectus will explain the business opportunity, the terms and conditions under which the NPS will award the concession contract, the proposal instructions and proposal package, including the selection factors. The solicitation, selection and award of the concession contract will be conducted pursuant to 36 CFR part 51.

EXISTING PREFERRED OFFEROR DETERMINATIONS

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

Other Native Corporations may apply for this same status by completing this application, pursuant to 36 CFR 13.85(d). As stated in the regulation, “in the event that more than one Native Corporation is determined to be equally affected within the meaning of this section, each such Native Corporation will be considered as a preferred operator under this subpart.” (36 CFR13.85.(c))

APPLICATION FOR ANILCA SECTION 1307(b) PREFERRED OPERATOR

Refer to ANILCA Section 1307 regulations (36 CFR Part 13, Subpart D) in the appendix to answer the following questions:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

1 Huna Totem Corporation has previously been determined to have "most directly affected" Native corporation status for Glacier Bay National Park & Preserve. Pursuant to 36 CFR 13.85(d), Huna Totem does not need to resubmit supporting documentation.

PART 13--NATIONAL PARK SYSTEM UNITS IN ALASKA

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

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

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

§13.2 Applicability and scope.

* * * * *

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

* * * * *

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

SUBPART D - SPECIAL VISITOR SERVICES REGULATIONS

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

SUBPART D - SPECIAL VISITOR SERVICES REGULATIONS

§13.80 Applicability and scope.

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

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

(c) This subpart does not apply to the guiding of sport hunting or sport fishing.

§13.81 Definitions.

The following definitions apply to this subpart:

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

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

(c) Director means the Director of the National Park Service or an authorized representative.
(d) Historical operator, except as otherwise may be specified by a statute other than ANILCA, means the holder of a valid written authorization from the Director to provide visitor services within a park area that:
(1) On or before January 1, 1979, was lawfully engaged in adequately providing such visitor services in the applicable park area;
(2) Has continued, as further defined in §13.82, to lawfully provide that visitor service since January 1, 1979, without a change in controlling interest; and
(3) Is otherwise determined by the Director to have a right to continue to provide such services or similar services pursuant to §13.82.
(e) Local area means an area in Alaska within 100 miles of the location within the park area where any of the applicable visitor services is authorized to be provided.
(f) Local resident means:
(1) For individuals. Those individuals who have lived within the local area for 12 consecutive months before issuance of a solicitation of offers for a visitor services authorization for a park area and who maintain their primary, permanent residence and business within the local area and whenever absent from this primary, permanent residence, have the intention of returning to it. Factors demonstrating the location of an individual's primary, permanent residence and business may include, but are not limited to, the permanent address indicated on licenses issued by the State of Alaska, tax returns and voter registration.
(2) For corporations. A corporation in which the controlling interest is held by an individual or individuals who qualify as local resident(s) within the meaning of this subpart. For non-profit corporations a majority of the board members and a majority of the officers must qualify individually as local residents.
(g) Native corporation means the same as defined in section 102(6) of ANILCA.
(h) Preferred operator means a Native Corporation that is determined under §13.85 to be "most directly affected" by the establishment or expansion of a park area by ANILCA, or a local resident as defined in this subpart.
(i) Responsive offer is one that is timely received and meets the terms and conditions of a solicitation for a visitor services authorization.
(j) Visitor services authorization is a written authorization from the Director to provide visitor services in a park area. Such authorization may be in the form of a concession permit, concession contract, or other document issued by the Director under National Park Service policies and procedures.

§13.82 Historical operators.
(a) A historical operator will have a right to continue to provide visitor services in a park area under appropriate terms and conditions contained in a visitor services authorization issued by the Director as long as such services are determined by the Director to be consistent with the purposes for which the park area was established. A historical operator may not operate without such an authorization. The authorization will be for a fixed term. Failure to comply with the terms and conditions of the authorization will result in cancellation of the authorization and consequent loss of historical operator rights under this subpart.
(b) Nothing in this subpart will prohibit the Director from permitting persons in addition to historical operators to provide visitor services in park areas at the Director's discretion as long as historical operators are permitted to conduct a scope and level of visitor services equal to those provided before January 1, 1979, under terms and conditions consistent with this subpart. A historical operator may be permitted by the Director under separate authority to increase the scope or level of visitor services provided prior to January 1, 1979, but no historical operating rights will be obtained in such increase.
(c) If a historical operator applies for a visitor services authorization in the form of a joint venture, the application will not be considered as validly made unless the historical operator demonstrates, to the satisfaction of the Director, that it has the controlling interest in the joint venture.
(d) A historical operator may apply to the Director for an authorization or amended authorization to provide visitor services similar to those it provided before January 1, 1979. The Director will grant the request if such visitor services are determined by the Director to be:
(1) Consistent with the protection of park resources and the purposes for which the park area was established;

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

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

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

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

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

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

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

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

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

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

§13.83 Preferred operators.

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

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

(c) The Native Corporation(s) determined to be "most directly affected" under this subpart and local residents have equal preference. The rights of preferred operators under this section take precedence over the right of preference that may be granted to existing satisfactory National Park Service concessioners pursuant to the

Concessions Policy Act (16 U.S.C. 20) and its implementing regulations and procedures, but do not take precedence over the rights of historical operators or CIRI as described in this subpart.

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

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

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

§13.84 Preference to Cook Inlet Region, Incorporated.

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

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

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

§13.85 Most directly affected Native Corporation.

(a) Before the award of the first visitor service authorization in a park area to be made after the effective date of this subpart, the Director will provide an opportunity for any Native Corporation interested in providing visitor services within the applicable park area to submit an application to the superintendent to be determined the Native Corporation most directly affected by the establishment or expansion of the park area by or under the provisions of ANILCA. An application from an interested Native Corporation will include the following information:

(1) Name, address, and phone number of the Native Corporation; date of incorporation; its articles of incorporation and structure;

(2) Location of the corporation's population center or centers; and

(3) An assessment of the socioeconomic impacts, including historical and traditional use and land- ownership patterns and their effects on the Native Corporation as a result of the expansion or establishment of the applicable park area by ANILCA.

(4) Any additional information the Native Corporation considers relevant or the Director may reasonably require.

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

(1) Distance and accessibility from the corporation's population center and/or business address to the applicable park area; and

(2) Socioeconomic impacts, including historical and traditional use and landownership patterns, on Native Corporations and their effects as a result of the expansion or establishment of the applicable park area; and

(3) Information provided by Native Corporations and other information considered relevant by the Director to the particular facts and circumstances of the effects of the establishment or expansion of the applicable park area.

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

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

§13.86 Appeal procedures.

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

§13.87 Information collection.

(a) The information collection requirements contained in this part have received emergency approval from the Office of Management and Budget under 44 U.S.C. 3507, et seq., for the basic contracting program and assigned clearance number 1024-0125. The information is being collected as part of the process of reviewing the procedures and programs of State and local governments participating in the national historic preservation program. The information will be used to evaluate those procedures and programs. The obligation to respond is required to obtain a benefit.

(b) The public reporting burden for the collection of information is estimated to be 480 hours for large operations and 240 hours for small operations, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Information Collection Officer, National Park Service, 800 North Capitol Street, Washington, D.C. 20013; and the Office of Management and Budget, Office of Information and Regulatory Affairs, Attention: Desk Officer for the Department of the Interior (1024-0125), Washington, D.C. 20503.

DEVELOPMENT ZONE
VEGETATION MANAGEMENT PLAN

Glacier Bay National Park and Preserve
July, 2000

Approved by: _____

Tomie Patrick Lee
Superintendent

Date: July 12, 2000

GLACIER BAY NATIONAL PARK

DEVELOPMENT ZONE
VEGETATION MANAGEMENT PLAN

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PURPOSE AND NEED

The central issue that prompted the preparation of this plan is a concern that various kinds of human activity may have serious effects on Bartlett Cove's natural plant communities and the wildlife that depends on them. In the absence of a vegetation management plan, policies governing these activities have not been clarified and management decisions inconsistent, leading to confusion on the part of employees, the concessioner and the public.

Park policy on mitigation of ground disturbance and restoration of disturbed sites also needs to be specified.

This plan attempts to clarify the policies aimed at achieving a balance between maintaining naturalness and providing for human use in the development zone at Bartlett Cove.

APPLICABILITY

This plan applies to the Glacier Bay National Park Development Zone at Bartlett Cove.

DEFINITION OF PARK DEVELOPMENT ZONE

The 1984 General Management Plan (GMP) defines the Development Zone of Glacier Bay National Park as the area excluded from wilderness designation surrounding the park road and developed areas at Bartlett Cove. The zone extends from Cooper's Notch on the south to the southern end of the Beardslee "cut" on the north, and from those points eastward to the park boundary (see appendix I for map). The GMP states that lands in this zone "will be managed for park development and intensive public use that substantially alters the natural environment".

The lodge land assignment area surrounds the lodge and is basically bordered by the road on the south and the beach on the north and also includes the lodge employees' housing area (see appendix II for map). The concessioner is responsible for landscaping, trails, litter pick-up, etc. within this area.

GENERAL NPS POLICIES

NPS *Management Policies* and NPS-77 *Natural Resources Management Guideline* provide critical guidance on vegetation management in the various zones. All park employees, especially those whose work may necessitate the disturbance of park resources, should be familiar with these documents.

NPS *Management Policies* (4:2) states: "Park development zones are managed and maintained for intensive visitor use. Accordingly, . . . the natural aspect of the land in the zones may be altered. In development zones adjacent to natural zones, management will aim at maintaining as natural an environment as possible, given the use of the zone. Such

management may involve the manipulation of natural resources, but any manipulation will be the minimum necessary to achieve the planned use".

Referring specifically to landscaping and plants in the park development zone, *Management Policies* (4:9) states, "landscapes and plants in park development zones may be manipulated as necessary to achieve the purpose of the zone. Landscapes and plantings adjacent to natural or cultural zones will use native or historic species and materials to the maximum extent possible. Certain native species may be fostered for aesthetic, interpretive, or educational purposes. Use of exotic species or materials will conform with the exotic species policy".

This policy framework is broad and authorizes considerable leeway in formulating vegetation management policies in developed areas. This plan attempts to provide more specific and useful guidelines for the Bartlett Cove area.

The Vegetation Management section of the 1984 GMP is included as appendix IV.

PLANT COMMUNITIES OF BARTLETT COVE

For a discussion of the various plant communities at Bartlett Cove, see Biological Inventory of Selected Portions of the Bartlett Cove, Gustavus and Indian Point Areas by Streveler, Paige and Bosworth, 1995. Of the plant communities identified in this report, the two that are probably most susceptible to human impact and therefore of most concern in this plan are the mature spruce/hemlock forest and rich supratidal meadows. The dynamic boundary between these two communities is perhaps the most productive vegetative zone in Bartlett Cove.

The Forest. The coastal rainforest at Bartlett Cove has developed over the last two centuries, following the retreat of glacial ice. In 1976 the forest was an even-aged stand of sitka spruce trees with a few young hemlocks and a very open understory. In that year a severe windstorm toppled hundreds of trees, which were already weakened by nutrient-poor soils. It is believed that this event precipitated the ensuing spruce beetle epidemic, since freshly-dead spruce trees are ideal beetle habitat. Over the next two decades, up to 75% of the spruce trees in the lower Glacier Bay area succumbed to windthrow and/or spruce beetle infestation.

While the infestation seems at this writing to have subsided, the effects on the Bartlett Cove forest ecosystem are profound and lasting. Because of the openings in the forest canopy brought about by spruce mortality, we are now seeing characteristics of an old-growth forest at Bartlett Cove: mixed-age trees with western hemlock emerging as the dominant species, and a diverse, productive understory. The "aura of rich decadence"[1] of mature old-growth forest is not yet fully developed at Bartlett Cove, but old-growth characteristics should strengthen and persist indefinitely, as periodic windthrow creates new openings in the canopy and reinforces the tendency toward mixed-aged stands.

[1] O'Clair, Rita et al, *The Nature of Southeast Alaska*, Alaska Northwest Books, 1992, p. 30

The changes in the Bartlett Cove forest are mostly positive ones from the point of view of wildlife. While the closed-canopy forest was poor habitat for most wildlife, the increased diversity and improved food sources are benefiting birds such as woodpeckers, flycatchers, wrens, golden-crowned kinglets and Townsend's warblers. Nuthatches and creepers are birds of the old-growth forest that should become more common over time. Dead trees provide an important food source for insect-eating birds and nesting habitat for cavity-nesters such as woodpeckers, chickadees and goldeneyes. The Bartlett Cove forest may also be important nesting habitat for marbled murrelets; this importance should increase as the forest matures. Rich berry crops should benefit bears and small mammals as well as birds. The forest's proximity to the coast greatly increases its value as wildlife habitat.

The Meadows. Bartlett Cove's supra-tidal meadows consist primarily of fireweed, cow parsnip, lupine and beach pea, with salt-tolerant beach rye occupying a lower band reached by the very highest tides. The meadows are constantly migrating seaward as they are invaded by forest from the upland side and themselves invade intertidal meadows at the seaward side as the land rises (approximately 1.5"/year). The very existence of these meadows, which are characteristic of northern but not southern SE Alaska, can be attributed to glacial rebound, which makes a little bit more land available along the beach margin for colonization by terrestrial vegetation every year. Although these meadows will probably not be subject to direct development impacts, they are of concern from a vegetation management point of view because they are exceedingly rich wildlife habitat and also are very attractive for human use.

ISSUES

Ecological integrity. Protection of ecological integrity is a top management priority in national parks. This goal must be compromised in the developed zone because intensive human use has inevitable impacts; however, careful planning combined with good techniques can minimize the loss of integrity.

Tree Removal. Removing trees for vista clearing, hazardous tree management, or development, involves not only the loss of trees, but also potential disruption of natural systems by admitting more light and moisture to the area. Soil disruption may lead to the invasion of an area by opportunistic species such as alders or exotics. Considerable disturbance to the surrounding area during the falling and clean-up procedures may occur. Nesting birds may be disturbed if the activity takes place during the spring or summer.

Shrub Control. Shrub control is a necessary practice for aesthetic, safety and protection-of-property reasons. However, shrubbery provides privacy and wildlife habitat. The important function natural vegetation serves by screening buildings and other facilities from public view must be recognized and valued.

Cultural Landscape. Bartlett Cove possesses important cultural values. A Tlingit village that was overrun by the advancing glacier several hundred years ago was probably located here; after the glacier receded, the Hoonah people returned and established a village on the shore of Lester Island just across the cove from park headquarters. Numerous culturally modified trees (CMTs) in the development zone attest to the area's importance. The Hoonah people still have strong cultural ties to Bartlett Cove. Natural vegetation is an important element of this cultural landscape's integrity.

Equipment Use. The methods used to accomplish vegetation practices also affect the character of Bartlett Cove. Mechanized equipment may impact natural quiet. Decisions about the use of such equipment must balance the need for efficiency with potential impacts to wildlife, employees, residents and visitors.

Interpretation. For some visitors to Glacier Bay, Bartlett Cove provides the only on-ground experience they will have in the park. Thus this area is exceedingly important from an interpretive point of view. Bartlett Cove is where visitors can gain their understanding and appreciation of the rainforest, meadows, wetlands, ponds and shrublands that have developed following glacial retreat two centuries ago. Surrounded by these intact plant communities, visitors will gain an understanding of the moment in time occupied by Bartlett Cove today, and a viable lens through which to view other aspects of the Glacier Bay story. Though Bartlett Cove is far removed in time and space from the glaciers, visitors can still infer here the "dynamic intermingling of storm and ice with life's quiet tenacity". [2]

[2] quote from ANILCA

Wildlife. The Bartlett Cove/Bartlett River estuary area is one of the most important in the park in terms of wildlife habitat. Vegetation management may affect wildlife in a number of ways, including direct loss of habitat, altered vegetation communities, disturbance of nesting birds and setting of visitor use patterns. Vegetation management decisions thus must always carefully consider possible impacts on wildlife.

The forest/meadow ecotone along the beach is an exceedingly important terrestrial plant community for both birds and mammals. Mammals such as bears, coyotes, mink and otters frequent the coastal area; vegetation in nearby uplands provides important shelter and food sources.

Birds are especially vulnerable to disturbance from vegetation management practices. Many songbirds nest in the alder thickets; thus, shrub control could impact these species, including hermit thrushes, orange-crowned and Wilson's warblers and Lincoln's sparrows. Cutting trees, living or dead, endangers many nesting birds. Townsend's warblers, pine siskins, hummingbirds and thrushes nest on tree branches in the forest; woodpeckers, chickadees, goldeneyes and mergansers nest in cavities in dead trees. Standing dead trees are also important for woodpeckers because they harbor insects. Marbled murrelets are believed to nest in the tops of tall spruce trees some distance inland in the Bartlett Cove area.

Exotic species. Exotic plant problems are increasingly recognized as a serious national issue. A recent Department of Interior New Release (April 28, 1998) states that "the march of non-native plants across the American landscape is so pervasive that the unique differences of regional plant communities are blurring." NPS Director Bob Stanton has deplored the damage caused by non-native plants to the "living natural heritage the parks are supposed to protect." The National Park Service should take a leading role in combating this pervasive problem.

General NPS policies on exotic species management are presented in NPS *Management Policies* and NPS-77. *Management Policies* (4:11) defines exotic species as those "that occur in a given place as a result of direct or indirect, deliberate or accidental actions by humans". Section 4:12 states that "management of populations of exotic plant and animal species, up to and including eradication, will be undertaken wherever such species threaten park resources or public health and when control is prudent and feasible. . . High priority will be given to the management of exotic species that have a substantial impact on park resources and that can reasonably be expected to be successfully controlled; lower priority will be given to exotic species that have almost no impact on park resources or that probably cannot be successfully controlled. The decision to initiate a management program will be based on existing, and where necessary newly acquired, scientific information that identifies the exotic status of the species, demonstrates its impact on park resources, and indicates alternative management methods and their probabilities of success".

Several exotic plant species have been present at Bartlett Cove at least since the 1970's. They are now plentiful here and in other areas of the park, but Glacier Bay is fortunate in

that no "invasive" or “disruptive” exotic species are known to occur here (see appendix V). Although dandelions and other common exotics may be more of a nuisance than a serious threat, their presence here detracts from a sense of naturalness. Considering Glacier Bay's stature as one of the premier wilderness areas of the world, as well as a Biosphere Reserve and World Heritage Site, this level of impact may not be insignificant. Also, Bartlett Cove is the primary point of entry for exotic species to Glacier Bay’s backcountry. Thus, controlling exotics here may help retard their spread into the wilderness.

Disturbances of natural groundcover increase the likelihood of exotic species establishment. The import of fill material from Gustavus is a potential source of exotic species introduction.

Threatened/endangered species. According to Streveler's 1995 inventory, no species of plant in the Bartlett Cove area is listed as Threatened or Endangered by the U.S. Fish and Wildlife Service. Two candidate species may occur here, although no specimens have been found. Several other species listed as "rare" by the Alaska Natural Heritage Program may be of concern. The "Species of Concern" section of Streveler's inventory is included in this plan as appendix VI.

The Bartlett Cove area is not believed to be critical habitat for any threatened/endangered species of animal.

Employee and resident well-being. Appendix VII summarizes the views of some Bartlett Cove residents about vegetation management in residential areas. The statement points out that several park employees are required to live in Bartlett Cove as a condition of employment. Most of these employees have families and consider their residence truly their home. Amenities such as lawns and gardens contribute to their quality of life. Lawns provide a place for children to play and gardens provide a healthful and enjoyable activity for some residents.

Management Policies (8:14) states “NPS and concession employees living in parks may cultivate gardens for personal use in park development zones under terms and conditions established by the superintendent. Such use will not be permitted if it would . . . adversely affect visitor enjoyment of the historic or natural scene, or result in the derogation of park values or purposes.”

Vista and sunlight clearing also contribute to quality of life for some residents, especially during the long, dark winters when Seasonal Affective Disorder may be a problem. However, privacy, intactness and opportunities for solitude are all qualities that may suffer as vegetation is removed.

The recreational needs of concession employees, who live in cramped quarters, may be even more pressing. This problem may involve vegetation issues.

Areas at the main administration building, and a view of Bartlett Cove from the building and parking lot, may contribute to employee morale.

Forest insect and disease management. The Bartlett Cove forest has been severely affected by a spruce beetle infestation over the past two decades; other outbreaks of disease or infestation may occur in the future. NPS action or inaction may be controversial, especially as park policies may have serious consequences for adjacent land owners.

NPS *Management Policies* (4:1) states that, in natural zones, managers will strive to maintain all the components and processes of naturally evolving park ecosystems. Thus "interference with natural processes in park natural zones" will generally not be allowed. In development zones, natural resources may be manipulated, but the manipulation will be "the minimum necessary to achieve the planned use." Native pests will generally be "allowed to function unimpeded" except in specific situations outlined in *Management Policies* 4:13. Proposed pest control measures must be included in an approved resource management plan.

Safety. The NPS has a legal, moral and fiscal responsibility to protect human safety and developed facilities from preventable risk. Hazardous tree management and visibility on roads are among the important safety issues involving vegetation management determinations. Management must balance the need to protect property and public safety with protection of other park values.

Trails. Trail planning, development and maintenance often involve vegetation management determinations. A trail management plan for the park was completed and approved by the superintendent in 1994. The plan stresses that Bartlett Cove trails should provide an opportunity for park visitors to have a "wilderness experience," away from signs or other human development.

The trail management plan envisions converting the old park road along the beach to a trail once the road is rerouted, and relocating the Bartlett River trailhead to park headquarters once the trailers are removed. An extensive planning and revegetation effort will be required.

The development of unauthorized trails in the lodge vicinity, mainly by concession employees, has caused unacceptable impacts on vegetation. Unauthorized trails or campsites may also be a problem at the campground.

Timber and Gustavus issues. The effects that park policies have on our neighbors in Gustavus must be considered in management decisions. Local residents have an economic interest in a valuable resource: timber.

Management Policies (8:15) states, "natural resource products that accumulate as a result of site clearing for development, hazard tree removal, vista clearing, or other management actions will be recycled through the ecosystem wherever practicable.

Where recycling is not practicable, the products may be disposed of. Disposal may be accomplished by contract, if the result of work done under contract and the value is calculated in the contract cost, or by sale at fair market value in accordance with applicable laws and regulations. Wood that accumulates as a result of management actions described above may also be used for park purposes such as heating public buildings or offices or for interpretive campfire programs."

The 1984 GMP states, "the Park Service will not use park timber for construction materials." However, the 1988 *Management Policies*, as quoted above, states that park wood may be used for park purposes. This plan advocates the use of local timber, thereby reducing the need to import lumber, when practicable.

Consultation with Forest Service entomologists has indicated that there is no danger of spruce beetles being introduced to Gustavus if the trees are dead. If the trees are green, stipulations to prevent the introduction of beetles are needed. The Forest Service is a great source of information on spruce beetles; local residents should be referred to this source if they have questions we can't answer. A Forest Service publication on the spruce beetle is available.

The 1984 GMP states, "salvage of beach logs will not be allowed within the [non-Preserve] boundaries. However, if nonpark resources in the future cannot provide sufficient firewood for local use, the National Park Service will consider salvage of beach logs in designated areas". Salvage of beach logs does not seem to be an issue at this time.

Human consumptive/native traditional uses. *Management Policies* (8:15) states "a superintendent may designate certain fruits [and] berries. . .that can be gathered by hand for personal use or consumption." Gathering berries, mushrooms and other fruiting bodies is an important activity for many visitors, employees and local residents. With an increased native presence in Bartlett Cove, desire for other types of plant utilization, such as collecting seaweed, devil's club, or other traditional edible/medicinal plants, may become an issue. Collection and use of park resources for traditional carving, woodworking, basketmaking and construction activities may also be requested, as may the opportunity to collect pitch from spruce trees in the traditional manner.

GOALS

The general goals of vegetation management in the park development zone are:

- To maintain, through careful planning and technique, vegetation communities in the Bartlett Cove area that are natural and undisturbed to the degree possible.
- To provide the opportunity for park visitors to enjoy and be enriched by the natural surroundings of Bartlett Cove.
- To protect the character of Bartlett Cove.
- To protect wildlife habitat in Bartlett Cove.

- To plan future development and other ground-breaking activities in Bartlett Cove so as to minimize disturbance of natural plant communities, and to properly restore the ground that is disturbed.
- To promote the well-being of employees and their families.
- To accommodate native traditional/cultural uses wherever possible.
- To assure human safety and protection of property.

APPROVED POLICIES AND GUIDELINES

Responsibilities. The necessity for a close partnership between the Resource Management and Maintenance divisions on vegetation issues has become evident as vegetation-related issues have become more complex. In general, the Maintenance division will be responsible for implementing vegetation management projects, while Resource Management will provide consultation and assistance.

The Chief of Maintenance will designate a "vegetation specialist" who will supervise a landscape-oriented work crew. The Chief of Resource Management will also designate a vegetation specialist. The vegetation team or "vegteam", composed of the two specialists, will confer on vegetation issues, make recommendations, and provide training for the work crew. Close consultation is essential, as this plan cannot anticipate every situation that might arise.

Whenever possible, the Resource Management vegetation specialist should participate on work crews. On-the-ground experience is invaluable for gaining understanding of the problems and solutions involved in vegetation issues. Also, an inter-divisional work crew contributes greatly to the spirit of cooperation and provides the perfect forum for a productive exchange of ideas.

Formal inter-divisional planning meetings including the two division chiefs should take place semi-annually. It is recommended that the Chief of Maintenance prepare a descriptive list of proposed ground-disturbing or vegetation manipulation projects for Resource Management's consideration. Ideally, the list will be submitted by March 1 for spring/summer projects or September 1 for fall/winter projects. Resource Management will review the list in a timely manner. A meeting to discuss the projects will be held and followed by on-site inspections. Compliance forms, requiring signatures certifying no significant impact to cultural or natural resources, should also require a signature certifying that appropriate vegetation mitigation measures have been incorporated into project plans.

Mitigation/restoration. On a case-by-case basis, Resource Management and Maintenance should work closely together with the Alaska System Support Office when planning new development or other ground-breaking projects. Certain aspects of project mitigation and site restoration may be best handled by contractors. However, this plan recommends that park staff, rather than contractors, accomplish restoration work in most

cases. See Appendix VIII for general guidelines on mitigation and restoration of ground disturbance.

Lodge land assignment area policy. The concessioner will prepare a landscape management plan for their land assignment area, basically following the guidelines set forth in this plan. This is in accordance with NPS *Management Policies* (10:6), which states that landscaping plans for concessioner facilities will be prepared at the expense of the concessioner, and submitted to the superintendent for approval. When complete and approved, the concessioner's plan will be included in this document as appendix III.

General vegetation practices. The general guidelines listed here are common to many of the vegetation management tasks discussed in later sections.

- Minimum tool policy. The "minimum tool" practicable to accomplish the task at hand should be employed. This policy must balance efficiency with protection of park resources.
- Minimum manipulation policy. Any manipulation of natural vegetation should be the minimum necessary to accomplish the task at hand.
- Timing. Vegetation management activities should be timed to have minimal impact on wildlife and park visitors. To protect nesting birds, removal or other manipulation of vegetation should be avoided whenever possible from April 15 to July 1. Occasionally, nesting may occur outside this time period; if an active nest is discovered during the course of work, Resource Management should be consulted.
- Tree cutting policy. The cutting of any large (greater than 12" dbh) tree, living or dead, requires the approval of the superintendent. "Topping" of live trees will not be allowed. This practice severely damages the tree and results in an unnatural appearance. Removal of the entire tree is preferable to topping. Topping of alders or other shrubs should also be avoided.
- "Waste" disposal. Branches and other vegetative waste resulting from shrub control and other projects can be disposed of in several different ways. Small quantities can be scattered in the nearby forest. Larger quantities should generally be removed and burned, chipped or simply piled near the new or old landfill. Branches and other debris can sometimes be used effectively for restoration of a disturbed area.
- Downed trees. Downed trees, green or dead, cut or naturally fallen, will generally be left in place unless they fall on or immediately adjacent to roads, trails, parking lots or other facilities, or are considered a fire hazard. When downed trees must be removed, an effort should be made to utilize them or provide for their utilization (see section on timber/firewood).
- Culturally modified trees (CMTs). When CMTs must be cut, cutting them as high as possible above the modification should be seriously considered. When "high-stumping" is not feasible, the guidelines developed by the regional chief of cultural resources in 1985 should be followed. The guidelines state that, before CMTs are removed, they should be a) photographed b) plotted and c) sampled to determine the date of modification. The location of all CMTs in Bartlett Cove should be plotted with a GPS.

Vista clearing. A view of Bartlett Cove and the distant Fairweather Mountains will be maintained from the lodge main building. Clearing vegetation away from cabin units, boardwalks, and overhanging roofs will be permitted but must be addressed in the clearing plan provided by the concessioner in the lodge landscape management plan.

In residential areas, careful "preventative" clearing--cutting trees while they are still small (less than 6" dbh) and their removal has minimal impact on the surrounding area—may be accomplished, as recommended by the "vegteam". Trimming branches and thinning stands of young spruce are also appropriate in residential areas. Thinning young spruce may be a doubly beneficial vegetation management practice since it may help reduce future hazardous tree problems as well as maintain vistas.

Limited vista clearing in residential/office areas may be allowed using the following guidelines:

- The Vegteam will consider requests for vista or sunlight clearing from residents or staff. A determination will be made as to whether the request is reasonable as well as the minimal amount of manipulation required to accomplish the desired objective, and a recommendation will be made to the superintendent.
- Impacts on privacy, aesthetics, wildlife and opportunities for solitude should be weighed in the decision making process.
- "Topping" of trees will not be allowed. Removal of the entire tree is preferable to topping in all instances.

Shrub control. A categorical exclusion under NEPA, covering the period 1997-2002, has been signed by the superintendent and authorizes "routine brushing . . .along roadsides and near housing units and administrative facilities in the developed Bartlett Cove area. Brushing will be limited to that necessary for the safety of visitors and employees." This plan adopts the same language, and essentially replaces the categorical exclusion. Generally, shrubs and trees should be pruned to prevent branches from scraping against buildings or boardwalks. To a height of about 7', shrubs and branches should be pruned so that they do not extend closer than 18" to trail, or parking lot margins. Along the roads or at intersections, shrubs and branches should be trimmed to provide adequate visibility for safety.

Alder control may be accomplished in revegetated areas near residential or public use areas for aesthetic reasons. See Appendix VIII. Permanent Bartlett Cove residents are permitted to trim or remove alders in the immediate vicinity of their residences—see section on residential policies.

Exotic species.

Non-cultivated exotic species (weeds). Dandelions and other exotics should be controlled in Bartlett Cove if feasible. The expenditure of great amounts of time, money, and effort is not warranted, however. Research and consultation with recognized experts both in and outside the NPS may identify effective methods of controlling nuisance exotics. A team may be assembled to make at least an annual concerted effort to curb the invasion of exotics.

The situation should be closely monitored for the establishment of species that might be a more serious management concern. Several aggressive non-native plant species exist in Gustavus but have yet to make their way to the park. Options for obtaining fill in Bartlett Cove should be exhausted before the decision is made to import fill from Gustavus or other sources outside of the park.

Any use of herbicides must conform to the NPS IPM program (see NPS-77 pp 217-266).

Residential and administrative areas policy. Use of herbicides/pesticides can only be authorized within the context of an approved Integrated Pest Management program.

The "vegteam" will assess the residential and admin areas and recommend ways to improve naturalness and screening from public view.

Certain aggressive species, to be determined by a botanist, may be disallowed even in containers.

Residents will be responsible for maintaining any non-native cultivated species, including lawns, outside their residences. Maintenance of native vegetation (shrub control, etc.) will be accomplished by park staff. Residents are not permitted to cut, trim or remove any native species except alders. Residents should direct special requests for vegetation/landscaping work to the Chief of Maintenance or Chief of Resource Management. Residents are encouraged to manually remove any exotic species, cultivated or wild, in the vicinity of their residences.

As staff, funding, and availability of plant material permits, an effort should be made to beautify the park headquarters area through revegetation and landscaping efforts, using only native species from the Bartlett Cove area.

Forest insect and disease management. In accordance with NPS *Management Policies*, outbreaks of disease or insect infestation in the park, including Bartlett Cove, should generally be allowed to run their course without interference. Any exception to this policy requires implementation of an Integrated Pest Management Program. An Integrated Pest Management coordinator for the park should be designated.

Human safety or protection-of-property questions, or potential impacts on neighboring lands outside the park, may require mitigating measures. Educational efforts should be employed to alleviate any controversy stemming from this policy.

Hazardous trees policy. A categorical exclusion under NEPA, covering the period 1997-2002, has been signed by the superintendent and authorizes "removal of hazardous trees and/or hazardous tree limbs along roadsides and near housing units and administrative facilities in the developed Bartlett Cove area. . . . Hazardous tree removal will be limited to that necessary to protect the safety of visitors and employees and to

protect property." This plan adopts the same language and essentially replaces the categorical exclusion.

The vegteam will receive training in hazardous tree identification. The team will conduct annual hazardous tree inspections and make recommendations on tree removal to the Chief of Maintenance. The team will also consider requests for tree removal from residents or staff.

Considering the danger and liability involved, it will be necessary for park management to err on the side of safety when making hazardous tree determinations. This necessity should be carefully explained to staff, locals and the public.

When a tree must be cut, it is desirable to leave a snag 10 or more feet high, if feasible, for wildlife habitat. Where "high-stumping" is not an option, stumps should be cut as close to the ground as possible for aesthetic reasons. In areas where stumps are visible from roads, trails, residences or public facilities, the stump should be camouflaged by covering it with moss or forest duff; similarly, an attempt should be made to naturalize the downed tree by camouflaging the saw cut.

"Preventative" hazardous tree management--identifying and removing young trees that have the strong potential of becoming hazardous as they mature—should be practiced. The "vegteam" should make recommendations on thinning stands of young spruce, or removing young trees that are unacceptably close to buildings.

Measures to protect certain trees of very high aesthetic, interpretive, or cultural value may be implemented.

The likelihood of creating hazardous tree problems by opening up the forest—which damages the root structure of adjacent trees and exposes them to windthrow--should be a serious consideration in planning new development.

NPS-77 provides invaluable guidance on hazardous tree management and should be the park's basic reference manual on this topic. Another valuable reference is North Cascades National Park's excellent Hazardous Tree Management Plan (copies on file at Bartlett Cove with Maintenance and Resource Management). The Forest Service has produced a "Knowledge-Based Decision-Support System for Spruce Beetle Management" (General Technical Report PNW-GTR-345) using Sbexpert computer software, which may prove useful.

Local Forest Service professionals have been very generous with their staff time and expertise--they are an invaluable resource that should be used whenever difficult situations arise.

Timber/firewood policy. This plan allows (contrary to the GMP) the wise utilization of park timber resources. As a general policy, the NPS should make an effort to utilize timber cut during park development projects for park construction needs.

If green spruce is trucked to Gustavus, stipulations to prevent the possible introduction of spruce beetles should be included. The logs should be trucked in the fall, winter or early spring, and should be milled or at least barked before May, when the beetles begin to emerge.

Unintentionally or naturally downed trees, or trees cut because they were hazardous, will generally be left in place. Those that must be moved should be evaluated for their suitability; first for milling and second for firewood. Suitable mill logs should be utilized. Suitable firewood logs should be utilized for firewood at the campground, park residences and the lodge. Wood in excess of these needs should be made available to the local community.

If any green spruce logs are made available for firewood, the NPS should cut these into sections no more than 4' long to lessen the likelihood of introducing spruce beetles to Gustavus.

A simple firewood distribution policy should be implemented. The public should be informed, via public notices at the Post Office, Icy Passages or other forums, that the wood is available for personal use only and any stipulations (date, time, location, method of removal, etc) are clearly described. This policy should be evaluated periodically.

Trails. The Bartlett Cove Trail Management Plan should be updated to include new trails envisioned in the Comprehensive Design Plan.

Planning for underground utilities and trails must be coordinated. Any underground utility corridors requiring periodic access should ideally underlay roads or vehicle-accessible trails to minimize vegetation impacts.

The concessioner will address the problem of unauthorized trails in the landscape management plan for their land assignment area.

Education/outreach. Many of the problems addressed in this plan could be alleviated by simply increasing awareness of the issues. Education of staff, residents, concessioner employees and local residents should thus be a high priority. The park should also draw upon the expertise of Gustavus residents, some of whom are very knowledgeable about landscaping and botany. An exchange of knowledge could be mutually beneficial.

Human consumptive/native traditional uses. Berries and mushrooms may be collected for personal consumption only. The superintendent may prohibit or limit the collection of certain species if management concern arises. Generally, no other collection or consumptive use of park vegetation is allowed, although collection of plants or plant parts may be authorized by the superintendent within areas slated for immediate disturbance. Requests for native traditional uses of park vegetation will be carefully considered by resource management staff in close consultation with the Hoonah Tlingit. Any manipulation of vegetation for cultural purposes requires the approval of the superintendent.

Research. Research is essential to wise management of park resources. Mapping and inventorying vegetation, and monitoring of exotic species, spruce beetles, and other critical elements of Bartlett Cove's vegetation is needed. A qualified botanist/plant ecologist is needed to assess research, inventory and monitoring needs. Assistance in accomplishing this can be obtained from NPS professionals at the regional or national level. Creative ways of doing research should be pursued.

Herbarium. The herbarium, which currently contains 4,116 specimens, is an exceedingly valuable park resource providing critical type specimens to represent park flora. As stated in the Natural History section of the Scope of Collections Statement (which is included as appendix X), "the collection [contains] species that may be indicators for current or anticipated changes in the park environment and voucher specimens for studies conducted in the park. Any exotic species within the park may be represented in the collection to provide baseline data for monitoring".

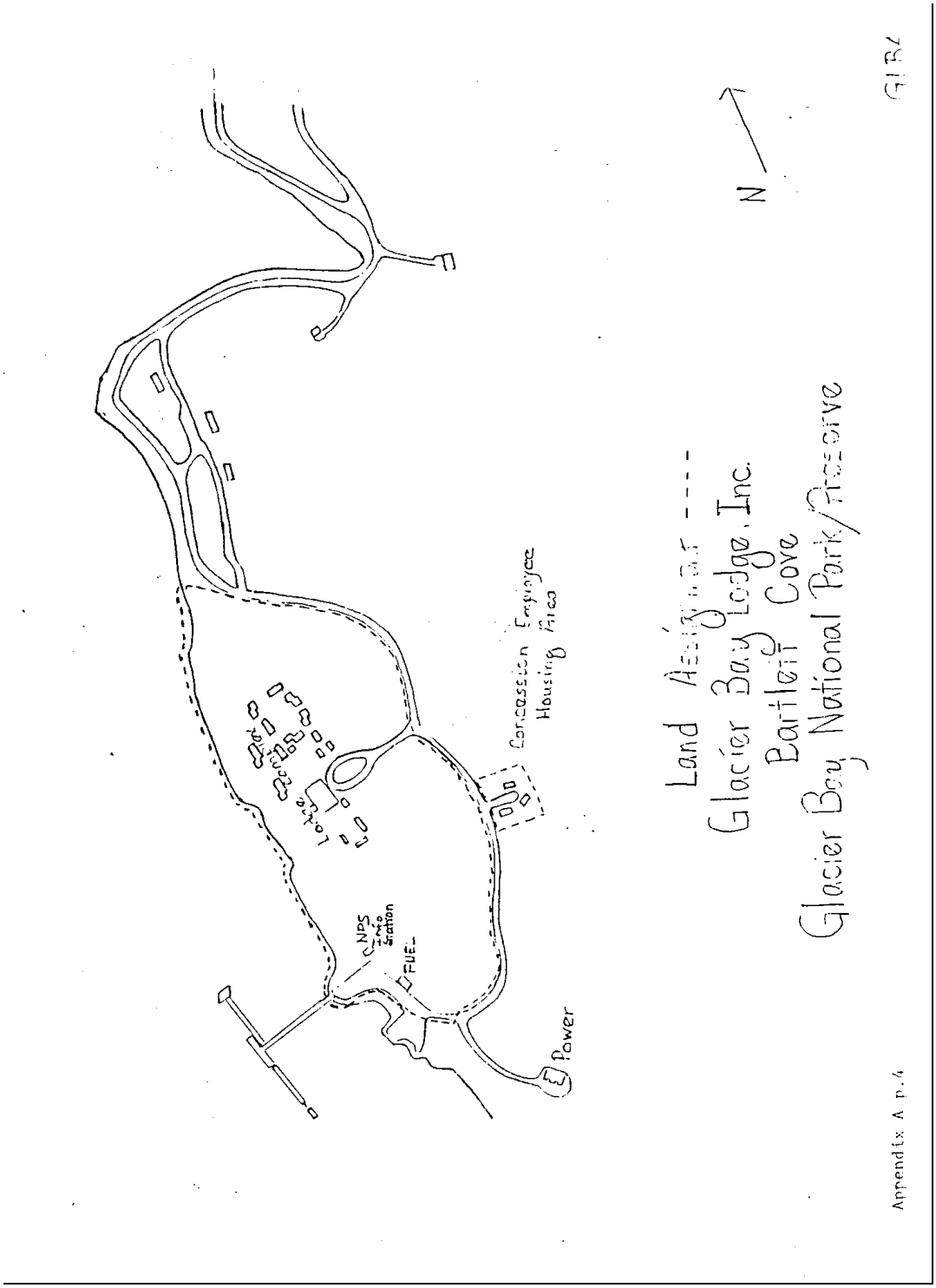
Vegetation management in natural zones (backcountry/wilderness). Vegetation management in Glacier Bay's backcountry is a looming issue that will be addressed in the park's resource management plan.

Appendix I.

Park Development Zone Boundaries According to ANILCA and 1984 General Management Plan (hatched area)

Appendix II.

Map of Glacier Bay Lodge Land Assignment Area



Appendix III.

Landscape management plan for lodge land assignment area, prepared by Glacier Bay Lodge

Appendix IV.

Vegetation Management Section of 1984 General Management Plan

Subsistence collection of plants (stems, roots, leaves, and flowers) for food will be allowed in the preserve. Fruits and berries, as specified by the superintendent, may be picked in the national park and preserve for personal consumption.

Population trends of the spruce beetle will be closely monitored. Approximately 4,000 acres within the lower area of the bay contain significant amounts of dead and defoliated Sitka spruce. Standing diseased or dead trees within the developed area of Bartlett Cove will be closely evaluated and removed if they are considered hazardous to park resources, visitors, employees, or adjacent landowners. The removal of dead trees will substantially reduce the probability of wider infestation by the spruce beetle in the developed area.

In accordance with NPS policy and ANILCA, no timber harvest, commercial or otherwise, will be allowed on park lands. The Park Service will not use park timber for construction materials. Salvage of beach logs will not be allowed within the former Glacier Bay National Monument boundaries. However, if nonpark resources in the future cannot provide sufficient firewood for local use, the National Park Service will consider salvage of beach logs in designated areas.

The Glacier Bay region has no history of significant wildfire. Because of the high precipitation, moist ground conditions, and climate, natural and man-caused fires are infrequent and insignificant. Therefore, no detailed fire management plan is necessary. Fires in developed areas resulting from unusually dry conditions will be suppressed. Naturally caused fires in wilderness areas will not be suppressed unless they threaten adjacent lands and development.

Exotic plants may be eradicated in the Bartlett Cove developed area, although no formal program is necessary. Road rights-of-way in the preserve may be cleared periodically to maintain user safety.

Appendix V.

Exotic Species Management in the Bartlett Cove Developed Zone

By Koren Bosworth

Inventory and Evaluation of Exotic Species

The park developed zone at Bartlett Cove has at least 15 species of exotic plants (this does not include domesticated varieties planted in flower pots at the lodge and in residential gardens). All of these species, with the exception of the dandelion, (*Taraxacum officionale)*, are confined to open areas of continued disturbance, such as along roads and trails and around buildings.

Areas that are continually disturbed in the Bartlett Cove area tend to have early successional and disturbance-adapted species. Some of the common native species found in this habitat include beach rye (*Elymus arenarius*), yarrow (*Achillea borealis*), *Hordeum brachyantherum*, strawberry (*Frageria chiloensis* ssp. *Pacifica*), big leafed avens (*Geum macrophyllum*), horsetails (*Equisetum arvense* and *Equisetum variegatum*), willow (mainly *Salix sitchensis*) and Sitka alder (*Alnus crispa*). The exotic species found in Bartlett Cove that are common to dominant in this disturbed habitat are common plantain (*Plantago major*), dandelion (*Taraxacum officinale*), white clover (*Trifolium repens*) and several species of bluegrass (*Poa* sp.). Once the disturbance stops, native species take over and within a few years all exotics but the dandelion are excluded. Once the area becomes shaded by shrubs and trees the dandelion also drops out. There are herbarium records for the above listed exotic species being collected in Bartlett Cove, in the early 1970's.

There are several exotic grass species that are found only along the roadside at Bartlett Cove and, interestingly, in the baggage truck unloading area at the lodge. They include: *Agropyron repens, Phalaris arundinacea, Phleum pratense, Dactylis glomerata, Lolium perenne*, and *Poa* sp.. These species are commonly found in animal fodder or hay and the *Phalaris* in seed mixtures for roadside reseeding projects. They have most likely been carried over to Bartlett Cove from Gustavus on truck and car tires.

There is another "animal fodder" species that hasn't been found in Bartlett Cove yet but is spreading in disturbed meadow areas in Gustavus and could easily be carried over. It is a field sow thistle, (*Sonchus arvensis*). It is possible that it could become a problem in the beach meadows of Bartlett Cove, much the same as the dandelion, if not controlled. Composites with many, plumed seeds and deep taproots or long creeping rhizomes such as the dandelion and thistle are disturbance-adapted, but can take advantage of very small disturbances, such as a deep moose print, a bear digging or winter ice scour, to become established and once established are much more tenacious than many of our other exotic species.

Some of the other exotic species found at Bartlett Cove are normally found in association with gardens or are thought of as garden plants. Chickweed (*Stellaria media*) and mouse eared chickweed (*Cerastium fontanum ssp. Triviale*) are common garden weeds but tend to do well only in freshly disturbed ground. They were found in the managed native gardens in the drive area of the lodge and were common for the first year only in some of the revegetated areas around the new seasonal housing. Marsh forget-me-nots (*Myosotis palustris*), are common in the ditches of Gustavus. It would be good to make sure that none of the forget-me-not is transplanted into any of the ponds or streams of the area, as it might be invasive in aquatic situations. One small patch of the daisy, (*Chrysanthemum leucanthemum*) was found near a trailer (Fairbanks trailer) at park service headquarters. In other meadow habitats the daisy is fairly persistent after disturbance has stopped but does not seem to be invasive. Butter and eggs (*Linaria vulgaris*) is another common garden plant or weed that might be slightly invasive in meadow habitats if it escaped in Bartlett Cove. Creeping buttercup (*Ranunculus repens*) was found in a residents lawn. Like its common name says, it spreads by stolens and can be very invasive in disturbed areas and possibly in undisturbed meadow habitats. Pineapple weed (*Matricaria matricarioides*) is found in several disturbed and heavily compacted areas in Bartlett Cove.

There are several other exotic species that are found in Gustavus and Juneau that might be seriously invasive in some of the habitats found in Bartlett Cove and Glacier Bay. The pink lupine (*Lupinus* sp.) is very invasive in the places it has been introduced to in Gustavus. It has spread quickly in unshaded areas, excluding native species. Japanese knotweed (*Polygonum cuspidatum*) is not known from Gustavus but is common and invasive in the Juneau area, especially on rocky slopes.

Guidelines for exotic species management recommend categorizing species into a minimum of 2 categories – innocuous species and disruptive species.

> **Innocuous species** do not significantly harm park resources and do not require management. They do not invade native ecosystems without human-caused disturbance or may invade native ecosystems, but generally do not displace native species to a significant extent.
>
> **Disruptive species** have species, community-level, or ecosystem-level effects, significantly altering natural processes such as nutrient cycling or successional patterns; or altering species composition and reducing populations of native species; or through hybridization with native species.

All of the established exotic species in Bartlett Cove should be classified as innocuous species. Even the dandelion, which is found persisting in open habitats undisturbed by humans, does not disturb native species to a significant extent.

Prevention and Monitoring of Exotic Plant Species Introductions

There is no way that Bartlett Cove can be completely quarantined from all exotic species introductions but there are some measures that will help prevent or mitigate accidental introductions:

1. Fill used in construction and other projects should be as free as possible of exotic plant propagules. In-park sources should be used whenever possible and select carefully any outside sources.
2. Plants that are used for residential and lodge plantings should be checked and approved beforehand by a botanist or knowledgeable person.
3. Control or at least monitoring of potentially invasive exotic species in the Gustavus area so they are less likely to be spread to Bartlett Cove.

The next step is monitoring. The Bartlett Cove area should be checked regularly for new exotic species and for changes in the status of established exotic species (e.g., spreading of creeping buttercup from the lawn to undisturbed habitats). With regular monitoring, eradication of a new exotic species can begin right away and be much easier than once it becomes established.

Thought should also be given to the effects of the presence of exotic plant species at Bartlett Cove on plant communities further up Glacier Bay. With so many people and so many boats and planes going up the bay from Bartlett Cove there is a good chance that many exotics are being carried up too. Exotics that might be innocuous in the relatively mature habitats at Bartlett Cove might be invasive in the young and recently disturbed habitats in the upper bay. Regular monitoring of upper bay drop-off sites and widely used camping areas for exotic plant species should be done.

Exotic Plant Species at Bartlett Cove

Taraxacum officinale Weber
Plantago major L. Var. Major
Trifolium repens L.
Poa sp.
Poa sp.
Ranunculus repens L.
Cerastium fontanum Baumg. Subsp. *Triviale* (Link)Jalals
Stellaria media (L.)Vill..
Agropyron repens (L.) Beauv.
Phalaris arundinacea L.
Phleum pratense L.
Dactylis glomerata L.
Lolium perenne L.
Matricaria matricarioides (Less.)Porter
Chrysanthemum leucanthemum L.

Additional Exotic Plant Species in Gustavus

Linaria vulgaris Mill.
Sonchus arvensis L.
*Polygonum cuspidatum**
Lupinus sp. (pink Russell hybrid type)
Myosotis palustris L
Rumex acetocella L.
*found in Juneau

Appendix VI.

Species of Concern (from Biological Inventory of Selected Portions of the Bartlett Cove, Gustavus and Indian Point Areas, SE Alaska, 1995, by Streveler, Paige and Bosworth)

Species treated here are ones formally identified on an agency list, plus additional taxa we judge to be of note in our study areas. Ranges are judged from Hulten (1968), Welsh (1974), Muller-Stensvold (1991), specimens in the Glacier Bay NP&P herbarium, and our personal experience.

SPECIES FORMALLY IDENTIFIED FOR SE ALASKA

No species of Bartlett Cove plant is listed as Threatened or Endangered by the US Fish & Wildlife Service. Of eight category "C2" species (e.g. candidates for Threatened & Endangered status pending further information by the FWS), we judge the possibility of occurrence of one species in the Study Areas to be appreciable:

Thickglume Reedgrass (*Calamagrostis crassiglumis*). Disjunct populations of this species have been found along the Pacific coast from Kodiak Island south to northern California. It is found in marshy areas, lakeshore muds, beach meadows, sandy or rocky soil. This species superficially resembles several common members of the genus and so has likely been much overlooked within its range. There are no records of this species in the Study Areas but since there is habitat within the Bartlett Cove-Gustavus area that might harbor this species, it should be included as a species of concern.

A second species probably to be placed in C2 status soon could also occur in the Study Areas.

Upswept Moonwort *(Botrychium ascendends)* is known from few specimens in widely scattered localities in northern North American, including near Yakutat in a sandy shore habitat not unlike community type III.8.a. of the Bartlett Cove and Gustavus study area.

Fifteen additional species considered "rare" by the Alaska Natural Heritage Program also may be of concern for the Study Areas. These species either occur in or near the Study Areas, or if not known there, are easily overlooked and found in similar habitats elsewhere. The species are ranked according to the classification given in Figure 5. Names preceded by an asterisk (*) are also proposed as "sensitive vascular plants" for the Alaska Region of the U.S. Forest Service.

Alaska Bog-Orchid *(Platanthera unalaschensis)* – G5 S2 – Disjunct populations of this species have been found in the Aleutian Islands, Prince William Sound, Lynn Canal and Baranof Island. The range extends south to California and east to Quebec. Its habitat is open forests and meadows. Its similarity to other bog-orchids makes it very easy to overlook; it could well occur in the Gustavus and Bartlett Cove Study Areas.

Bebb Sedge *(Carex bebbii)* - G5 S1 – This species is common across Canada and though there are only a few records in Alaska, more are to be expected in fens an d along streambanks. We have no records from the Study Areas.

Cottongrass *(Eriophorum viride-carinatum)* – G5 S2 – is found rarely in scattered locations in south-central and SE Alaska and disjunctly eastward to the Atlantic. Its' habitat is bogs, fens and marshes. This species is common in a number of rich fen localities scattered through the periphery of the Gustavus Study Area, and in the easternmost margin of the Bartlett Cove Study Area. These habitats quickly succeed to parklands or shrublands when drainage is improved by ditching.

Geocaulon *((Geocaulon lividum)* – G4 S5 – barely makes it southward into the Glacier Bay area. One locality has been found for this species in the luxuriant forest of the Cooper's Notch area, just south of the Bartlett Cove Study Area.

Kamchatka Spikerush *(Eleocharis kamtschatica)* – G4 S2 – This inconspicuous and easily overlooked plant is scattered widely but thinly over south-central, west-central and Southeast Alaska, British Columbia and disjunctly eastward to Labrador. Its habitat is tidal flats and saline meadows. We have no records of this species in or near the Study Areas, but one specimen is known from Glacier Bay.

Figure 5

ALASKA NATURAL HERITAGE PROGRAM RARE SPECIES RANKING

Global Rankings

G1 – critically imperiled globally
G2 – imperiled globally
G3 – either very rare and local throughout its range or found locally in a restricted range
G4 – apparently secure globally
G5 – demonstrably secure globally
T# - rank of a described variety or subspecies

State Rankings

S1 – critically imperiled in the state because of extreme rarity or some factor making it especially vulnerable to extirpation from the state
S2 – imperiled in the staate because of extreme rarity or some factor making it especially vulnerable to extirpation from the state
S3 – rare or uncommon in the state
Q – taxonomically questionable

Lady's-slippers *(Cypripedium montanum)* – G4G5 S1 and (*C. calceolus* ssp. *Parviflorum*) – G5T5S2 – are widely but patchily distributed in western North America; both have records from nearby (Lynn Canal and Glacier Bay). Their habitat is moist to open woods. These showy species are harder to overlook than many of the obscure ones elsewhere on this list, and have been found in at least one location in the Study Areas.

Loose-flower Bluegrass *(Poa laxiflora)* – G3 S2 – Distribution is spotty from Oregon and Washington to Southeast Alaska. The five records for Southeast Alaska (one from Hoonah) are all from beach meadows and associated forest fringe. This difficult group has never been adequately studied in the Study Areas' vicinities.

Pipsisewa *(Chimaphila umbellata* ssp. *Umbellata)* – G5T5 S3 – This species occurs in coastal woodlands along the Pacific Coast and in Eurasia; in Alaska it is known only from the uppermost portions of Southeast Alaska. One non-fruiting individual was collected from just south of the Bartlett Cove Study Area, in a luxuriant forest (1.2.a.1.), and could certainly be in the Study Areas' forests elsewhere.

* Pretty Shooting Star *(Dodecatheon pulchellum* ssp. *Alaskanum)* - G5T2Q S2 – ranges from southcentral to Southeast Alaska, with a disjunct population in Northwest Territory, Canada. There are collections from Juneau and Glacier Bay. Its habitat is moist meadows. Because of the abundance of the very similar *D. p.* ssp *superbum* in Gustavus meadows, it is possible that the rare subspecies has been overlooked in the Study Area.

Rattlesnake fern *(Botrychium virginianum* ssp. *Europaeum)* – G5T5 S1S2 – is distributed circumboreally. In Alaska, it is found on the Aleutian Islands, Alaska Peninsula, the shores of Cook Inlet and northern Southeast Alaska, in upper beach meadows and herbaceous meadows. In the Gustavus Study Area, we

found this species in several localities in both dry and wet por parklands (communities I.1.a.2. and I.3.a.2.) and moderately rich forest (I.2.b). It is probably jnot at risk at the present time.

Rush *(Juncus articulatus)* – G5 S2 - is found in fens, and pond & lake margins. Disjunct populations of this inconspicuous species occur in the northwest part of Southeast Alaska, and could well be found in the Gustavus and Bartlett Cove Study Areas as well.

* Straight-beak buttercup *(Ranunculus orthorhynchus* ssp. *Alaschensis)* – G5T2Q S2 – This species' range includes Southeast Alaska and British Columbia, Oregon and the Washington Coast. Its habitat is moist meadows, stream banks and shores. There are no collections from the Study Areas' vicinities, but given its habitat, its occurrence is certainly possible.

* Truncate Quillwort *(Isoetes truncata)* - G1Q S1 – There have been three collections of this inconspicuous species in and near Southeast Alaska, one of them on Baranof Island. Its habitat is lake edges, shallow ponds or ditches. It has not been found in the Study Areas, but is certainly a possibility there.

* Wright Filmy Fern *(Hymenophyllum wri;ghtii)* – G3G4 S1 – is distributed from northern Japan to Korea, the Russian far east and disjunct to Southeast Alaska and coastal British Columbia. There are three records from Southeast Alaska: Biorka Island and two near Petersburg. All were collected at the bases of trees by investigators looking for mosses. This inconspicuous species is much overlooked and could well occur in Study Area forests.

ADDITIONAL SPECIES OF PARTICULAR CONCERN IN THE STUDY AREAS

We present here an additional annotated list of thirteen Study Area species that we judge to be of particular note. These species meet one or more of the following criteria:

* More or less restricted to communities at risk in the Study Areas
* Scarce in the Study Areas, especially if also scarce in Southeast Alaska

Most of these species are essentially plants of the continental interior that barely spill over into Southeast Alaska. Many of these are at risk due to natural successional tendencies, and/or human activities.

Of the three Study Areas, Gustavus contains by far the most species at risk. We know of none from Indian Point.

Aster *(Aster modestus)* – is known from scattered localities in Southeast Alaska and the southern parts of Glacier Bay National Park. We found this species in one Study Area locality, in a riparian forest along the upper Salmon River, where it will soon be shaded out by canopy closure.

Bladderwort *(Utricularia minor)* – is known in the Study Areas only from the drainage ditch near the Park boundary sign, but because of its obscurity may be much overlooked.

Fleabane daisy *(Erigeron acris)* – barely extends southward into the Glacier Bay area. It occurs in northern Gustavus very sparingly in recently disturbed, sandy, dry habitats (mostly I.3.a.2 and VI.14). Because of its weedy propensities, it may not be at risk.

Ground cedar *(Lycopodium complanatum)* barely extends southward to Gustavus, where it occurs very uncommonly in rich, pine-dominated parklands in the west-central portion of the Study Area.

Long-leaf Sundew *(Drosera anglica)* – is widespread in the north temperate and subarctic. However, it is very uncommon in the Study Areas, being found only in Gustavus poor fens, which are at-risk habitats.

Mountain avens *(Dryas sp.)* This white-flowered dryad has not been pinned down taxonomically; it may be *integrifolia, octopetala*, or a hybrid of the two. This taxon barely makes it southward into the Glacier Bay area, where it is common only on limestone substrates. In the Study Areas, it has been found only in poor

fens north and south of the main park road, where it is very uncommon. It is thus highly at risk in the Study Areas.

Net-veined Willow *(Salix reticulata)* makes it into northern Southeast Alaska, mostly in periglacial or alpine habitats. It occurs sparingly in poor fens of Gustavus and the easternmost part of the Bartlett Cove Study Area; like these habitats themselves, this species is at risk.

Northern lady's-slipper *(Cypripedium passerinum)* – barely reaches southward into the northern end of Southeast Alaska. Within the Gustavus Study Area, it occurs commonly in poor parklands in a restricted area north and east of the park boundary sign, and uncommonly in rich parklands and non-grassy meadows throughout Gustavus. This beautiful species in only found in open, middle-aged habitats; as older forests and grasslands overtake these habitats, *Cypripedium* is at risk. It is also notoriously susceptible to extirpation by collectors.

Pretty Pussytoes *(Antennaria pulcherrima)* is apparently unknown from Southeast Alaska outside of Gustavus, where it is quite common in certain poor Gustavus fens, and occurs occasionally in disturbed sandy areas there. This species stands to be greatly reduced as its poor fen habitat decreases, both naturally and via human drainage.

Senecio *(Senecio pauciflorus)* is known from Southeast Alaska only in the Skagway and Gustavus areas. At Gustavus, it is common in many poor fen localities, less so in the parklands and shrublands that fens succeed to, are rarely in waste areas. Thus it is somewhat at risk.

Spikemoss *(Selaginella selaginoides)* is widespread in Alaska, but has been found in the Study Areas only in poor fens of Gustavus, and so is at risk there.

Willow *(Salic lasiandra)* appears to extend into Southeast Alaska only in the vicinity of major passes into the interior. It is found as scattered individuals in rich shrublands and parklands throughout the eastern half of the Gustavus Study Area. Most individuals are old. Conditions necessary for its establishment are unknown, and thus it may be at risk.

Wintergreen *(Pyrola chlorantha)* barely extends southward into the northern part of Southeast Alaska. It occurs in scattered localities in margins of luxuriant forests in the Bartlett Cove and Gustavus areas. It is probably not at risk at the present time.

Appendix VII.

Position of ad hoc group of Bartlett Cove residents on vegetation management in residential areas (by Bobbi Foster)

August 21, 1997

On August 12th I got together with Fawn Bauer, Sally King, Gwen Brady and Rene Westbrook to discuss our thoughts and feelings regarding vegetation management as it applies to the permanent residents at Bartlett Cove. Three of those present are required occupants interested in having flowers or vegetables gardens, one person is a required occupant and has no interest in having a garden, and the fifth person is not a required occupant and will not be permanently living in Bartlett Cove. We all have some pretty strong feelings about this issue and for the most part were in consensus.

Bartlett Cove is not wilderness and it is NOT a completely natural area anymore. It is a developed area and will continue to be maintained as a developed area. There are shops, offices, utility systems, residences, a lodge and cabins, docks, storage containers, trailers and the list goes on. All of these things serve a purpose of one kind or another. Our concern is with the residences which are here to house permanent employees.

All but one of the permanent residents now living in housing at Bartlett Cove are **required occupants**. That means we **have no choice** but to live in Bartlett Cove. We want to feel that we are not just living in a house; we want to make the house our home. We want to take pride in making our homes and yards look nice and we all actively participate in the maintenance of our homes and yards.

Lawns at new permanent residences

All of us being mothers, we felt very strongly that a lawn should be put in place at new permanent residences. The ground is going to be disturbed during the construction in the first place. The two best options are to either put in a lawn or revegetate with native plants. When the first family with children moves in they will either have a lawn on which to play or the park will have a residence with a space immediately surrounding the house that has trampled native plants which may quickly become a mud bog. Families need a private space to be able to enjoy themselves outside but close to their residence. Kids need to have a yard to play in where parents can easily keep an eye on them. People should have the opportunity to sit outside their house in a lawn chair on a nice evening and enjoy whatever!

We all agreed that residents should be responsible for the regular maintenance of lawns/yards around their home. However, one comment/complaint was that whenever the Maintenance Division or contractors digs up a lawn to get to a water line, for example, they fill in the hole and that is it. They make little or no effort to repair the damage. The resident then must expend his/her own time, effort and money to transform the area back into lawn again. With regard to yards with natural vegetation that has been dug up by the Maintenance Division, it would be appropriate for them to make some

effort to revegetate with native plants or at least inform the resident where he/she can go to obtain the plants and do the work themselves.

Vegetable/flower gardens

In the seven years that I have been here at Bartlett Cove there have been a number of small vegetable gardens planted both by seasonals living in the trailers and by the permanent residents, myself included. These have always been in close or direct proximity to the living quarters and have usually consisted of things like lettuce, radishes, carrots and chives.

We do not feel that the whole yard should be dug up and put into a vegetable garden. But we do strongly feel that permanent residents should be able to have a small space very close or adjacent to the house where a few vegetables can be grown; maybe right along the side of the house or under the eaves. Basically we want to be able to walk right out the door and just a few steps to pick some lettuce for a dinner salad. Most of us work and/or have families and don't have the time to drive into Gustavus to tend a huge garden. And lets face it, the weather and lack of a lot of direct sunlight because of trees or the moraine in back of the permanent housing area really limits what can be grown successfully here.

We believe that any person who moved into a permanent residence here in Bartlett Cove would be and should be responsible for making sure that all vegetables were picked before they bolted or went to seed. This could be a policy statement.

With regard to flower gardens, four out of the five of those present strongly believed that certain types of non-native flowers should be allowed, again in the same small space right next to the house that we are talking about for vegetables. The fifth person had some reservations about planting non-native species, even in the developed area.

Having fresh flowers to brighten and enrich my home is important to me. Since we cannot pick the native flowers in the park I want to be able to grow flowers that I can pick and set in water inside the house.

To the argument that non-native plants are a concern to the natural resources, there are many kinds of annuals and bulbs that are non-invasive and should not be a problem, just as there are many kinds of flowers that should not be planted in the park. We would request that the Resources Management Division give the permanent residents a list of flowers that SHOULD NOT be planted. We agreed that non-native plants should be removed by the resident when they moved.

We hope this helps in writing the vegetation management policy. We also hope our input is seriously considered when the policy is written. We would request an opportunity to review the policy before it goes to the superintendent for signature.

Thank you for this opportunity to express our concerns.

Appendix VIII.

General Guidelines for Mitigation of Ground Disturbance in Bartlett Cove

See the report "Restoration of Disturbed Ground on the Terminal Moraine, Bartlett Cove" by Elder, Morrow and Sharman, in the park library, for more information.

PRE-CONSTRUCTION

Planning

Restoration of disturbed ground is difficult, and the result is never as satisfactory as if the area had been left untouched. When two-century-old forest is disturbed, follow-up vegetation management may be necessary for many years to nurture desirable species and control undesirable ones in an effort to recreate the undisturbed scene. Exotic species and early successional species such as grasses and alders will almost inevitably invade and may persist for decades. Careful project planning will help minimize the amount of ground disturbed. Utilizing the present developed area footprint (although avoiding the near-shore areas) for new development wherever possible will help reduce disturbance to mature vegetation communities.

Indirect impacts on neighboring vegetation should be considered. Temporary placement of excavated material can often result in much more damage to vegetation than was intended. If excavated material must be placed on undisturbed ground, prior salvage of vegetation from this area for later replanting should be considered.

Hazardous tree problems should be anticipated. Clearing for development damages the root structure of adjacent trees and exposes them to windthrow.

Project planning should take a broad and long-range view of vegetation management. The overall design concept for the project, including access to the area by car, foot and bicycle, should take vegetation concerns into consideration. Channeling foot traffic must be carefully planned. The use of boardwalks is highly recommended as being a practical, effective and attractive means of providing access to an area while causing minimal impact on the biota. Underground utility corridors that require periodic access should ideally be located under a road or vehicle-accessible trail.

The need for revegetation following development should be considered an integral part of the planning process from the beginning and an adequate budget should be assured before construction begins.

Resource Management and Maintenance staff should work closely with the contracter in developing specifications on mitigation/restoration of construction sites.

Salvage

Small trees, shrubs, and vegetation "mats" (sections of sod 2"- 4" thick containing moss and forbs) should be salvaged from the project area and stored for later replanting at the

same site, or used immediately in other project areas. In some cases, use of heavy equipment to scoop up large clumps of vegetation can be very practical. Otherwise, vegetation should be carefully dug up with a shovel, then stored (if necessary) in a shady location in a pile of damp sawdust at least 8" deep. Transplanting will be most successful if plants are dug while dormant (spring or fall), carefully handled and stored, watered faithfully during dry periods and transplanted to their final location as soon as possible. Ideally, plants should be held for no more than a few weeks. If the plants must be stored for a long period of time, an especially large root wad should be obtained with the plant, and extra care taken in the handling and storage phases. Even if the "target" plant dies, there will still be moss, probably some forbs, organic matter and seeds which will all make a contribution to the revegetation process.

After collecting plants from the project area, an effort should be made to collect and stockpile topsoil and other surface organic material (down to a depth of about 6"). This organic material can simply be placed in a pile and allowed to compost until project completion, after which it can be spread over the disturbed area to accept transplants. The soil will add nutrients and native seeds that will sprout, greatly facilitating the restoration process. Employing heavy equipment in the collection and spreading phases can make this a very efficient operation.

POST-CONSTRUCTION

The general goal of the revegetation effort should be to restore the area to a natural condition that blends harmoniously with the undisturbed surroundings. The successional stage of the area is an important consideration. Late-successional species such as hemlock and blueberry should be planted in mature forest areas, not in the near-shore early-successional environment. Not surprisingly, early-successional environments can be expected to recover to their pre-disturbance condition much more rapidly than late-successional areas. Seeding with locally collected seeds is a recommended technique in these young areas. See the discussion on natural seeding in the "Restoration of Disturbed Ground" report in the park library. A short list of recommended native seeds is sweet cicely, yellow avens, buttercup, columbine, Sitka burnet and yellow rattle.

Numerous other questions need to be considered. Which areas are most highly visible and therefore warrant the most attention in the revegetation effort? What areas are prone to erosion, and how will this be controlled? How will the need for winter snow removal affect the area? Thinking through these and other questions from the beginning will contribute immeasurably to a successful revegetation effort.

Once the overall plan has been established, the revegetation effort can begin. Heavy equipment can be very usefully employed in the early phases. The area should be graded with an eye toward restoring natural-appearing contours. Large boulders and moss-covered logs can be strategically placed, contributing greatly to the re-creation of the natural scene. Salvaged topsoil can then be spread over the area, and transplanting of salvaged vegetation accomplished. The need for thorough watering of transplants cannot be overemphasized.

Placement of vegetation mats to completely cover an area can be very useful for erosion control or in highly visible "showcase" areas. Their use can speed up the revegetation process and greatly retard the establishment of exotics and alders. However, a barren area of non-compacted soil, protected from traffic and other disturbance, can be expected to develop a cloaking of moss and small forbs (including weeds!) within 2-3 years; within 4-5 years, alder establishment may be a problem.

Revegetated areas should be cordoned off or otherwise delineated to prevent foot traffic from impacting the area while it recovers.

Fertilizer may be used to give transplants a "boost" but should not be broadcast on the site, as it may encourage the growth of exotics. Native plants are well adapted to low nitrogen conditions.

Sources of Vegetation

The availability of vegetation for transplanting may be the limiting factor in revegetation efforts. The ideal source of vegetation is the project area itself, but this source may not provide sufficient plant material to accomplish the desired revegetation goal. Areas slated for disturbance within five years are the next best choice—plans for future Bartlett Cove development should be reviewed with the possibility in mind of salvaging plants for replanting in the current project area. If these sources cannot supply sufficient vegetation, collecting of vegetation from carefully selected "borrow" areas in the near vicinity of Bartlett Cove may be approved by the superintendent.

To maintain genetic integrity, plants and topsoil should come only from the Bartlett Cove vicinity. Plants should not be imported from Gustavus. If seed is used, it should be collected from native Bartlett Cove plants (the only exception to this is the possible use of sterile rye, which is discussed in the section on erosion control below).

Erosion Control

Several methods of erosion control are available. The most desirable method is strategic placement of vegetation mats. On very steep slopes, vegetation mats should ideally be closely spaced. If sufficient vegetation is not available for this purpose, erosion-control matting may need to be installed. We recommend this only as a last resort. Solar-degradable matting is very resistant to degrading in our climate and should be manually removed after 2 or 3 years lest it actually impede natural revegetation. Alternatives may be available. Installing and removing matting are both very time- and labor-intensive, so if lesser means of erosion control will do the job, they should by all means be used.

Sterile ryegrass can be quite effective at controlling erosion. We do not recommend its use EXCEPT for controlling erosion on steep slopes. The rye will grow 3-4' tall, but will disappear within 2-3 years. This should be long enough for natural revegetation to take over the erosion control job effectively.

Where erosion due to roof run-off is a problem, the strategic placement of "splash rocks" and vegetation mats should be effective.

Which method of erosion control is needed in a particular situation should be decided by agreement of Resource Management and Maintenance staff. Because it is difficult to anticipate exactly which method will be needed in advance of construction, it is recommended that erosion control be accomplished by park staff rather than the contractor.

Follow-up

Follow-up is a crucial part of the revegetation process. For the first year and preferably into the second, watering during dry periods is essential. However, that is just the beginning. In many cases, tinkering with the disturbed area will be necessary for many years, perhaps almost indefinitely, in order to (ironically) create/maintain a sense of naturalness. When disturbance takes place in the mature spruce forest, which has developed over two centuries, the succession process essentially starts over from the beginning. Despite revegetation efforts, alder may invade, choking out the laboriously placed transplants. Without intervention, a thicket may develop and persist for decades until finally shaded out by spruce. Meanwhile, the alder thicket will appear highly unnatural in the midst of mature forest, signaling ground disturbance. It may also be a maintenance and aesthetic concern near buildings, trails or boardwalks.

Our recommendation, therefore, is that alder be controlled indefinitely in certain public or residential revegetation areas. In less highly visible areas it may be preferable to allow natural succession to proceed without intervention. Note that this is an aesthetic rather than a biological concern. Alder is easily pulled up when it is less than about three feet high; after that, clipping will be necessary. If the task is performed faithfully on an annual basis, the alder should eventually give up. However, controlling alder does not guarantee that “desirable” species (mosses, ferns, blueberries, currants, etc.) will prevail. Grass and/or exotics may invade and pose an even more difficult management problem than alders.

The general goal of the revegetation effort should be to restore the area to a natural condition that blends harmoniously with the undisturbed surroundings. “Artificially maintained naturalness” may seem an oxymoron, but is a legitimate vegetation management goal in the park development zone. Nurturing desirable species and controlling undesirable ones—essentially the fine art of gardening-- will be necessary to achieve this goal. Nature will prove to be very determined to follow its preferred successional stages. To circumvent this process will require great determination on our part: may the best force win!

In the near-shore early-successional environment, alders and other early-successional species will blend into the surrounding area more naturally and may not require control.

Ground-disturbing activities exacerbate exotic species problems and therefore entail a special responsibility to eradicate them whenever they appear in the project area.

APPENDIX IX.

Natural History Collection section of Scope of Collections Statement

The natural history collection may serve as a collection for scientific study and a baseline inventory for natural resource management. **It will include voucher specimens from studies conducted within the Park and Preserve and all specimens retained for university or institutional collections, specimens preserved for future analysis, or specimens saved to document research results**. Specimens that have already been collected but not properly documented should be located and accounted for retroactively. Data derived from consumed specimens must be made available to the public. Reports and publications resulting from a research specimen collection permit will be filed with the superintendent. Refer to 36 CFR 2.5g.

The natural history collection includes specimens in the following categories: biology, paleontology, and geology.

Materials for the collection should be selectively chosen so that only appropriate objects are retained and nothing is collected unnecessarily. As space permits, the development of the collection should proceed in close coordination with park and Alaska field area Resource Management, science and curatorial personnel. Collecting will complement the Resource Management Plan. Guidance will be sought from subject matter experts in selecting the appropriate type and number of indicator species to be entered into the collection.

Biology

Plants, Lichens, and Fungi

The park contains three major terrestrial vegetation communities *per* **The Alaska Vegetation Classification**, Viereck *et al*: dry forb herbaceous (alpine tundra), closed needle leaf conifer forest (coastal western hemlock/Sitka spruce forest) and a multitude of successional seres, from *Dryas* dwarf scrub to closed tall scrub. There are large areas of very early successional vegetation, mostly bare. Three marine ecosystems also exist in and around the Park and Preserve: continental shelf, wave-beaten coasts, and fjord estuaries.

> A synoptic herbarium (a collection of one specimen of every species) is not a continuing focus of the park. No more than one of any species should be collected – however, additional specimens illustrating the regional differences within the park may be collected.
>
> The collection will emphasize series representations of species that may be indicators for current or anticipated changes in the park environment and voucher specimens for studies conducted in the park. Any exotic species within the park may be represented in the collection to provide baseline data for monitoring.
>
> Endangered species may not be actively collected.

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

GLACIER BAY LODGE, INC.
GLACIER BAY NATIONAL PARK AND PRESERVE

CONTRACT NO. 9100-06-0001

COVERING THE PERIOD

EXECUTED August 27, 1986

January l, 1986 THROUGH December 31, 2001

Notes

1. The concession contract was transferred to Glacier Bay Park Concessions, Inc. on April 30, 1996.
2. This concession contract is also identified as concession identification number CC-GLBA001-86.
3. Contract Amendment 1 authorized an extension for part of the building improvement program
4. Contract Amendment 2 authorized another building improvement program extension and revised insurance requirements
5. Contract Amendment 3 set up a capital account (revising the franchise fee).
6. Contract Amendment 4 extended the contract two years, revised the franchise fee and purchased possessory interest.
7. Contract Amendment 5 provided for the NPS purchase of concessioner employee dormitories.

CONCESSION CONTRACT

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EXHIBITS

1. Exhibit "A": Land And Government-Owned Structures Assigned

2. Exhibit "B": Nondiscrimination Language

3. Exhibit "C": Preferential Right to Additional Services

4. Exhibit "D": Possessory Interest Assets

5. Exhibit "E": Building Replacement Cost for Insurance Purposes

6. Exhibit "F": Operations and Maintenance Agreement between Glacier Bay Lodge, Inc. and Glacier Bay National Park and Preserve

Contract
No. 9100-06-0001

CORPORATION

THIS CONTRACT made and entered into by and between the United States of America, acting in this matter by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary," and Glacier Bay Lodge, Inc., a corporation organized and existing under the laws of the State of Alaska , hereinafter referred to as the "Concessioner".

W I T N E S S E T H:

THAT WHEREAS, Glacier Bay National Park & Preserve (hereinafter referred to as the "Area") is administered by the Secretary to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such area unimpaired for the enjoyment of future generations; and

WHEREAS, the accomplishment of these purposes requires that facilities and services be provided for the public visiting the area and that all private interest shall be excluded except so far as may be necessary for the accomplishment of said purposes, including accommodation of the public; and

WHEREAS, the United States has not itself provided such necessary services and desires the Concessioner to establish and operate the same at reasonable rates under the supervision and regulation of the Secretary: and

WHEREAS, the establishment and maintenance of such facilities and services involves a substantial investment of capital and the assumption of the risk of operating loss, it is therefore proper, in consideration of the obligations assumed hereunder and as an inducement to capital, that the Concessioner be given assurance of security of such investment and of a reasonable opportunity to make a profit; and

WHEREAS, pursuant to law the Secretary is required to exercise his authority hereunder in a manner consistent with a reasonable opportunity by the Concessioner to realize a profit on the operations conducted hereunder as a whole commensurate with the capital invested and the obligations assumed:

NOW, THEREFORE, pursuant to the authority contained in the Acts of August 25, 1916 (39 Stat. 535; 16 U.S.C. 1, 2-4), and October 9, 1965 (79 Stat. 969; 16 U.S.C. 20), and other laws supplemental thereto and amendatory thereof, the said parties agree as follows:

SEC. 1. TERM OF CONTRACT

(a) This contract shall be for the term of sixteen (16) years from January 1, 1986.

(b) Concessioner shall undertake and complete an improvement and building program costing not less than $300,000 for the improvements listed in l(b)(l) plus $420,000 for the improvements listed in l(b)(2) as adjusted per project to reflect par value in the year of actual construction in accordance with the appropriate indexes of the Department of Commerce's "Construction Review". It is agreed that such investment is consistent with Section 3(a) hereof. Such improvement and building program shall include:

l(b)(l) Required improvements to government improvements:

a. Replace roofs to 55 cabins, utilities 1,2,3, and the service building (GBL - 17) located adjacent to the lodge. Completion for "old" cabins and utilities (GBL - 1-8, 22-27, 51-56; GBL - U1,3) by 5/1/91. Completion of "new" cabins, utilities and service building (GBL - 9-21, 28-50; GBL - U2; GBL - 17) by 5/1/93.

b. Replace boardwalks and railings connecting cabins with the main lodge building, completion by 5/1/90.

c. Upgrade cabin wiring to code, completion by 5/1/92.

d. Grounds landscaping within the concessioner's land assignment, completion by 5/1/88.

l(b)(2) Other building and improvement requirements:

a. Construct concession employee dining, recreation, and laundry facility, completion by 5/1/89.

b. Construct concession maintenance shop, completion by 5/1/91.

c. Refurbish cabin interiors, completion by 5/1/87.

d. Convert service building (GBL - 17) to concession offices, or other uses at the discretion of the Secretary, completion by 5/1/90.

l(c) The Concessioner shall start the improvement and building program on or before October 1, 1986 in such a manner as to demonstrate to the satisfaction of the Secretary that it is in good faith carrying said program forward reasonably under the circumstances. The undertaking of such improvements shall be subject to the prior written approval of the Secretary. After approval of plans and specifications, the Concessioner shall provide the Secretary with such evidence or documentation, as may be satisfactory to the Secretary, to demonstrate that such program is being carried forward, and shall complete and have it available for public use on or before the dates specified above.

(d) The Concessioner may, in the discretion of the Secretary, be relieved in whole or in part of any or all of the obligations of the improvement program for such stated periods as the Secretary may deem proper upon written application by the Concessioner showing circumstances beyond its control warranting such relief.

(e) The Secretary reserves the right to substitute new improvements or modify the improvements listed in section l(b), at his discretion after having consulted the concessioner. Such changes shall be subject to the dollar limitations specified in section l(b).

SEC. 2. ACCOMMODATIONS, FACILITIES AND SERVICES

(a) The Secretary requires and hereby authorizes the Concessioner during the term of this contract to provide accommodations, facilities, and services for the public within Glacier Bay National Park, as follows:

1. Lodging
2. Food and beverage
3. Gifts and sundries
4. Fuel and oil
5. Overnight and day marine tour and charter vessel services
6. Vessel towing and repairs
7. Bus and taxi service between Gustavus and Bartlett Cove.

The Concessioner may provide services incidental to the operations authorized hereunder at the request of the Secretary.

Specific requirements and details of the operation shall be described in Operating Plans developed by the Superintendent after consultation with the Concessioner. An Operating Plan delineating the current operational responsibilities of both the Concessioner and the Secretary is included as Exhibit " F " attached hereto and made a part hereof. The Operating Plan will be reviewed annually and amended as necessary by the Superintendent after consultation with the Concessioner.

2(b) The Secretary reserves the right to determine and control the nature, type and quality of the merchandise and services described herein as authorized and required to be sold or furnished by the Concessioner within the area. Operations under this contract and the administration thereof by the Secretary shall be subject to the laws of Congress governing the area and the rules, regulations, and policies promulgated thereunder, whether now in force or hereafter enacted or promulgated, including but not limited to the United States Public Health Service requirements. Concessioners must also comply with current applicable criteria promulgated by the United States Department of Labor's Occupational Safety and Health Act of 1970 (OSHA) and those provisions outlined in the National Park Service's Safety and Occupational Health Policy associated with visitor safety and health.

(c) For purposes of tracking the provisions of Section 1307 of the Alaska National Interest Lands Conservation Act, relating to revenue-producing visitor services, the following services were being offered to the public within Glacier Bay National Monument by Glacier Bay Lodge, Inc. prior to January 1, 1979:

1. Lodging
2. Food and beverage
3. Gifts and sundries
4. Fuel and oil
5. Marine tour (day vessel only) and charter vessel services.

All of the above services were based in Bartlett Cove, Glacier Bay National Monument.

SEC. 3. PLANT, PERSONNEL, AND RATES

(a)(l) The Concessioner shall maintain and operate the said accommodations, facilities, and services to such extent and in such manner as the Secretary may deem satisfactory, and shall provide the plant, personnel, equipment, goods, and commodities necessary therefor provided that the Concessioner shall not be required to make investments inconsistent with a reasonable opportunity to realize a profit on its operations hereunder - commensurate with the capital invested and the obligations assumed.

(2) All rates and prices charged to the public by the Concessioner for accommodations, services, or goods furnished or sold hereunder shall be subject to regulations and approval by the Secretary. The Secretary shall exercise his decision making authority with respect to the Concessioner's rates and prices in a manner consistent with a reasonable opportunity for the Concessioner to realize a profit on its operations hereunder as a whole commensurate with the capital invested and the obligations assumed. Reasonableness of rates and prices will be

judged primarily by comparison with those currently charged for comparable accommodations, services, or goods furnished or sold outside of the areas administered by the National Park Service under similar conditions, with due allowance for length of season, provision for peak loads, average percentage of occupancy, accessibility, availability and cost of labor and materials, type of patronage, and other conditions customarily considered in determining charges, but due regard may also be given to such other factors as the Secretary may deem significant.

3(a)(3) The Concessioner shall require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner may, subject to the prior approval of the Secretary, grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted hereunder. The Concessioner will provide Federal employees conducting official business reduced rates for lodging, essential transportation and other specified services in accordance with procedures established by the Secretary.

(b)(1) The Concessioner may be required to have its employees who come in direct contact with the public, so far as practicable, to wear a uniform or badge by which they may be known and distinguished as the employees of the Concessioner. The Concessioner shall require its employees to exercise courtesy and consideration in their relations with the public.

(2) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Secretary to be inconsistent with the proper administration of the area and enjoyment and protection of visitors and shall take such actions as are necessary to fully correct the situation.

(3) The Concessioner shall comply with the requirements of (a) Title VII of the Civil Rights Act of 1964, as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, (b) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, P.L. 93-112 as amended in 1978, (c) 41 CFR, Part 60-2 which prescribes affirmative action requirements for contractors and subcontractors, (d) the Age Discrimination in Employment Act of December 15, 1967 (P.L. 90-202), as amended by P.L. 95-256 of April 6, 1978, and (e) the Architectural Barriers Act of 1968 (P.L. 90-480) which requires Government Contractors and Subcontractors to take affirmative action to employ and to advance in employment qualified handicapped individuals and to make facilities accessible to or usable by handicapped persons so that they will not 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 under any program or activity conducted by an Executive agency or by the United States Postal Service.

The Concessioner shall also comply with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and providing accessible facilities and services to the public and shall do nothing in advertising for employees which will prevent those covered by these laws from qualifying for such employment and use of their facilities. Regulations heretofore promulgated are set forth in Exhibit "B" attached hereto and made a part hereof.

SEC. 4. GOVERNMENT LAND AND IMPROVEMENTS

(a) The Secretary hereby assigns for use by the Concessioner during the term of this contract, certain parcels of land and Government Improvements, if any, (as described in Exhibit "A" hereto) necessary to conduct the operations authorized hereunder. The Secretary reserves the right to withdraw such assignments or part thereof at any time during the term of this contract if, in his judgement, (1) such withdrawal is necessary for the purpose of protecting visitors or area resources, or, (2) the operations utilizing such assigned lands are terminated pursuant to Section 11 hereof. Any permanent withdrawal of assigned lands or improvements which are essential for conducting the operation authorized hereunder will be considered by the Secretary as a termination pursuant to Section 11 hereof. The Secretary shall compensate the Concessioner for any possessory interest in such withdrawn properties at book value as described in Section 12 hereof, or, in the event that Concessioner Improvements in which the Concessioner has a possessory interest are to be replaced by the Concessioner within the area, in accordance with fair value compensation for possessory interest described in subsection 12(b) hereof.

(b) "Government Improvements" as used herein, means the buildings, structures, utility systems, fixtures, equipment, and other improvements upon the lands assigned hereunder, if any, constructed or acquired by the Government and provided by the Government for the purpose of this contract. The Concessioner shall have a possessory interest in improvements it makes to Government Improvements. In the event that such possessory interest is acquired by the Government or a successor Concessioner at any time the Concessioner will be compensated for such possessory interest pursuant to Section 12 hereof.

(c) The Secretary shall have the right at any time to enter upon the lands and improvements utilized by the Concessioner hereunder for any purpose he may deem reasonably necessary for the administration of the area and the Government services therein.

4(d) The concessioner may construct or install upon the assigned lands such buildings, structures, and other improvements as are necessary for the operations required hereunder, subject to the prior written approval by the Secretary of the location, plans, and specifications thereof. The Secretary may prescribe the form and contents of the application for such approval. The desirability of any project as well as the location, plans and specifications thereof will be reviewed in accordance with the provisions of the National Environmental Policy Act of 1969 and the National Historic Preservation Act of 1966.

(e) If during the term hereof a Government Improvement requires major repairs and/or improvements that serve to prolong the life of the Government Improvement to an extent requiring capital investment for major repair, such capital investment shall be borne by the concessioner. Such expenditures shall be consistent with a reasonable opportunity for the concessioner to realize a profit on its operations. Where capital improvements to Government acquired or constructed facilities supporting the concession operation, including roads, parking and utility systems, are determined by the Secretary to be necessary and economically feasible for the accommodation of park visitors they shall be made by the Concessioner. If the Secretary determines that the required improvements are necessary but economically infeasible for the Concessioner, such improvements may be made by the National Park Service subject to the availability of appropriated funds.

Sec. 5. MAINTENANCE

Subject to Section 4(e) hereof, the Concessioner will, to the satisfaction of the Secretary, physically maintain and repair all buildings, structures (both Government and Concessioner's improvement) equipment and lands used in the operation (as defined under the land assignment). Maintenance will include keeping buildings, equipment and lands clean, neat, and in good repair. Specific requirements are delineated in the Maintenance Plan as set forth in Exhibit "F". Annual inspections will be carried out jointly be the Superintendent and the Concessioner in order to assure that a high standard of physical appearance, operation, repair and maintenance is maintained. The Maintenance Plan will remain in effect unless amended by the Superintendent after consultation with the Concessioner. Annual maintenance tasks shall be set forth in a Maintenance Schedule which is to be developed annually by the Superintendent after consultation with the Concessioner.

SEC. 6. CONCESSIONER'S IMPROVEMENTS

(a) "Concessioner's Improvements," as used herein, means buildings, structures, fixtures, equipment, and other improvements, affixed to or resting upon the lands assigned hereunder in such manner as to be a part of the realty, provided by the Concessioner for the purposes of this contract, (excluding improvements made to Government Improvements by the Concessioner), as follows: (1) such improvements upon the lands assigned at the date hereof as described in Exhibit "D" hereto; and (2) all such improvements hereafter constructed upon or affixed to the lands assigned to the Concessioner with the written consent of the Secretary. Concessioner's Improvements do not include any interest in the land upon which the described structures are located.

(b) The Concessioner shall have a possessory interest in all Concessioner's Improvements recognized by this contract. Possessory Interest shall consist of all incidents of ownership, except legal title which shall be vested in the United States. However, such possessory interest shall not be construed to include or imply any authority, privilege, or right to operate or engage in any business or other activity and the use or enjoyment of any structure, fixture, or improvement in which the Concessioner has a possessory interest shall be wholly subject to the applicable provisions of this contract and to the laws and regulations relating to the area. The said possessory interest shall not be extinguished by the expiration or other termination of this contract and may not be terminated or taken for public use without just compensation as determined in accordance with Section 12. Wherever used in this contract, "possessory interest" shall mean the interest described in this paragraph. Performance of the obligations assumed by the Secretary under Section 12 hereof shall constitute just compensation with respect to the taking of a possessory interest in the circumstances therein described.

(c) Any salvage resulting from the authorized removal, severance, or demolition of a Concessioner's Improvement or any part thereof shall be the property of the Concessioner.

(d) In the event that a Concessioner's Improvement is removed, abandoned, demolished, or substantially destroyed and no other improvement is constructed on the site, the Concessioner shall promptly upon the request of the Secretary, restore the site as nearly as practicable to a natural condition.

SEC. 7. UTILITIES

(a) The Secretary shall furnish utilities to the Concessioner, for use in connection with the operations authorized hereunder, when available, at reasonable rates to be fixed by the Secretary, in his discretion and which shall at least equal the actual cost of providing the utility or service unless a reduced rate is provided for in an established policy of the Secretary in effect at the time of billing.

(b) Should any such service not be available or sufficient, the Concessioner may, with the written approval of the Secretary and under such requirements as shall be prescribed by him, secure the same at its own expense from sources outside the area or may install the same within the area subject to the following conditions:

(1) Any water rights deemed necessary by the Concessioner for use of water on Federal lands shall be acquired at its expense in accordance with any applicable state procedures and state law. Such water rights, upon expiration or termination of this contract for any reason shall be assigned to and become the property of the United States without compensation.

(2) Any service provided by the Concessioner under this section shall, if requested by the Secretary, be furnished to the Government to such an extent as will not unreasonably restrict anticipated use by the Concessioner. The rate per unit charged the Government for such service shall be approximately the average cost per unit of providing such service.

(3) All appliances, and machinery to be used in connection with the privileges granted in this section, as well as the plans for location and installation of such appliances and machinery shall first be approved by the Secretary.

SEC. 8. ACCOUNTING RECORDS AND REPORTS

(a) The Concessioner shall maintain an accounting system whereby the accounts can be readily identified with the System of Account Classification prescribed by the Secretary. The Concessioner shall submit annually as soon as possible but not later than March 1 a financial statement for the preceding year as prescribed by the Secretary, and such other reports and data as may be required by the Secretary. If annual gross receipts are in excess of $1 million, the financial statements shall be audited by an independent certified public accountant or by an independent licensed public accountant certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. If annual gross receipts are between S250,000 and $1 million, the financial statements shall be reviewed by an independent certified public accountant or by a licensed public accountant certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants.

Financial statements accompanied by remarks such as "prepared from client records without audit" are unacceptable.

The independent licensed or certified public accountant shall include a statement to the effect that the amounts included in the financial report are consistent to those included in the Federal and state tax returns. If they are not, then a statement showing differences shall be included. The Secretary shall have the right to verify and copy for his own use all such reports from the books, correspondence, memoranda, and other records of the Concessioner and subconcessioners, if any, and of the records pertaining thereto of a proprietary or affiliated company, if any, during the period of the contract, and for such time thereafter as may be necessary to accomplish such verification.

8(b) Within ninety (90) days of the execution of this contract or its effective date, whichever is later, the Concessioner shall submit to the Secretary a balance sheet as of the beginning date of the term of this contract. The balance sheet shall be audited by an independent certified public accountant or by an independent licensed public accountant, certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970. The balance sheet shall be accompanied by a schedule that identifies and provides details for assets in which the Concessioner claims a possessory interest. The schedule must describe these assets in detail showing for each such asset the date acquired, useful life, cost and book value.

(c) The Secretary and Comptroller General of the United States, or any of their duly authorized representatives, shall, until the expiration of five (5) calendar years after the close of business year of the Concessioner and any subconcessioner have access to and the right to examine any of the pertinent books, documents, papers, and records related to this contract including Federal, and state income tax returns.

SEC. 9. FRANCHISE FEE

(a) For the term of this contract, the Concessioner shall pay to the Secretary for the privileges granted herein as follows:

(1) An annual fee for the use of any Government Improvements utilized by the Concessioner hereunder, if any. Such fee and assigned Government buildings to be as set forth in Exhibit "A" hereto but in no event shall the fee exceed the fair annual value of such Government Improvements as determined by the Secretary.

(2) In addition to the foregoing, a further sum equal to three and four tenths PERCENT (3.4%) of the Concessioner's gross receipts, as herein defined for the preceding year.

(b) The franchise fee shall be due on a monthly basis in such a manner that payment shall be received by the Secretary within 15 days after the last day of each month that the Concessioner operates. Such monthly payment shall include the annual use fee for assigned Government Improvements, as set forth in Exhibit "A" hereto, divided by the expected number of operating months, as well as the specified percentage of gross receipts for the preceding month. The payment of any additional amounts due at the end of the operating year as a result of adjustments shall be paid at the time of submission of the annual financial report. Overpayments shall be offset against the following year's franchise fees due. All franchise fee payments consisting of 510,000 or more, shall be deposited electronically by the Concessioner using the Treasury Financial Communication System.

9(c) An interest charge will be assessed-on overdue amounts for each 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 which is published quarterly in the Treasury Fiscal Requirements Manual.

(d)(l) The term "gross receipts," as used herein, shall be construed to mean 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 in this contract, including gross receipts of subconcessioners as hereinafter defined and commissions earned on contracts or agreements with other persons or companies operating in the area, and excluding gross receipts from the sale of genuine United States Indian and native handcraft, intracompany earnings on account of charges to other departments of the operation (such as laundry), [charges for employees' meals, lodgings, and transportation] cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid Governmental agencies, and amounts received as a result of an add-on to recover utility costs above comparable utility charges. All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts.

(2) The term "gross receipts of subconcessioners" as used in subsection (d)(l) of this section shall be construed to mean the total amount received or realized by, or accruing to, subconcessioners from all sources, including that through vending machines or other coin-operated devices, as a result of the exercise of the rights conferred by subconcession contracts hereunder without allowances, exclusions, or deductions of any kind or nature whatsoever and the subconcessioner shall report the full amount of all such receipts to the Concessioner within 45 days after the 1st day of December of each year. The subconcessioner shall maintain an accurate and complete record of all items listed in subsection (d)(l) of this section as exclusions from the Concessioner's gross receipts and shall report the same to the Concessioner with the gross receipts. The Concessioner shall be entitled to exclude items listed in subsection (d)(l) in computing the franchise fee payable to the Secretary as provided for in subsection (a) hereof.

9(e) Within sixty (60) days after the end of each five year period of this contract or as otherwise specified, at the instance of either party hereto, the amount and character of the franchise fees provided for in this section may be reconsidered. Such request shall be made in writing within 60 days after the end of the applicable contract year but cannot be made before the end of such year. In the event that the Secretary and the Concessioner cannot agree upon an adjustment of the franchise fees within 120 days from the date of the request for renegotiation as made by either party, the position of the Concessioner must be reduced to writing within 30 days therefrom and submitted to the Secretary for a determination of appropriate fees consistent with the fair value of any assigned Government Improvements and the probable value to the Concessioner of the privileges granted by this contract based upon a reasonable opportunity for a profit in relation to both gross receipts and capital invested. If desired by the Concessioner an advisory arbitration panel will be established (one member to be selected by the Secretary, one by the Concessioner, and the third by agreement of the original two) for the purpose of recommending to the Secretary appropriate franchise fees. The Secretary and the Concessioner shall share equally the expenses of such advisory arbitration. The written determination of the Secretary as to franchise fees shall be final and conclusive upon the parties hereto. Any new fees established will be retroactive to the commencement of the applicable period for which notice of reconsideration is given and be effective for the remaining term of the contract unless subsequent negotiations establish yet a different franchise rate. If new rates are greater than existing rates, the Concessioner will pay all back fees due with the next regular payment. If new rates are less than the existing rate the Concessioner may withhold the difference between the two rates from future payments until he has recouped the overpayment. Any new franchise fees will be evidenced by an amendment to the contract unless based upon the written determination of the Secretary in which event a copy of the determination will be attached hereto and become a part hereof, as fully as if originally incorporated herein.

SEC. 10. BOND AND LIEN

The Secretary may, in his discretion, require the Concessioner to furnish a surety bond acceptable to the Secretary conditioned upon the faithful performance of this contract, in such form and in such amount as the Secretary may deem adequate. As additional security for the faithful performance by the Concessioner of all of its obligations under this contract, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the area.

SEC. 11. TERMINATION

(a) The Secretary may terminate this contract in whole or part for default at any time and may terminate this contract in whole or part when necessary for the protection of visitors or area resources. The operations authorized hereunder may be suspended in whole or in part at the discretion of the Secretary when necessary to protect the health and safety of visitors and employees or to protect area resources. Termination or suspension shall be by written notice to the Concessioner and, in the event of proposed termination for default, the Secretary shall give the Concessioner a reasonable period of time to correct stated deficiencies. Termination for default shall be utilized in circumstances where the Concessioner has breached any requirements of this contract, including failure to maintain and operate the required accommodations, facilities and services to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder.

(b) In the event of termination of this contract when necessary for the protection of visitors or area resources or for default, the compensation to the Concessioner for such termination shall be as described in Section 12, "Compensation".

(c) In the event it is deemed necessary to suspend operations hereunder in whole or in part to protect the visitors or resources of the area the Secretary shall not be liable for any compensation to the Concessioner for losses occasioned thereby, including but not limited to, lost income, profit, wages or other monies which may be claimed.

(d) To avoid interruption of service to the public upon the expiration or termination of this contract for any reason, the Concessioner, upon the request of the Secretary, will (1) continue to conduct the operations authorized hereunder for a reasonable time to allow the Secretary to select a successor, or (2) consent to the use by a temporary operator, designated by the Secretary, of the Concessioner's Improvements and personal property, if any, not including current or intangible assets, used in the operations authorized hereunder upon fair terms and conditions, provided that the Concessioner shall be entitled to an annual fee for the use of such improvements and personal property, prorated for the period of use, in the amount of the annual depreciation on such improvements and personal property as reflected on Federal Tax Returns, plus a return on the book value of such improvements and personal property equal to the prime lending rate, effective on the date the temporary operator assumes managerial and operational responsibilities, as published by the Federal Reserve System Board of Governors or as agreed upon by the parties involved. In this instance the method of depreciation used shall be either straight line depreciation or depreciation shown on Federal Tax Returns.

SEC. 12. COMPENSATION

(a) Just Compensation: The compensation described herein shall constitute full and just compensation to the Concessioner from the Secretary for all losses and claims occasioned by the circumstances described below.

(b) Contract Expiration or Termination Where Operations are to be Continued: If for any reason, including contract expiration or termination as described herein, and subject to the limitation on compensation for possessory interest contained in subsection (d) hereof, the Concessioner shall cease to be required by the Secretary to conduct the operations authorized hereunder, or substantial part thereof, and, at the time of such event the Secretary intends for substantially the same or similar operations to be continued by a successor, whether a private person, corporation or an agency of the Government,

(b)(i) the Concessioner will sell and transfer to the successor designated by the Secretary its possessory interest in Concessioner and Government Improvements, if any, as defined under this contract, and all other property of the Concessioner used or held for use in connection with such operations; and

(ii) the Secretary will require such successor, as a condition to the granting of a contract to operate, to purchase from the Concessioner such possessory interests, if any, and such other property, and to pay the Concessioner the fair value thereof.

The fair value of any possessory interest in Government Improvements (such as Sections l(b)(l) and l(b)(2)(c)(d))shall be book value as described in Section 12(c) hereof. In the event that such possessory interest in Government Improvements is acquired by a successor, the successor will not be permitted to revalue such possessory interest. The fair value of possessory interest in Concessioner's Improvements (such as Section l(b)(2)(a)(b)) shall be deemed to be the sound value of the improvement to which it relates at the time of transfer of such possessory interest, without regard to the term or other benefits of the contract.

The sound value of any structure, fixture, or improvement shall be determined upon the basis of reconstruction cost less depreciation evidenced by its condition and prospective serviceability in comparison with a new unit of like kind, but not to exceed fair market value. The fair value of merchandise and supplies shall be replacement cost including transportation. The fair value of equipment shall be replacement cost less depreciation and obsolescence.

If the Concessioner and the successor, excepting Government agencies, cannot agree upon the fair value of any item or items, either party may serve a request for arbitration upon the other party, and the fair value of the item or items in question shall be determined by the majority vote of a board of three arbitrators, selected as follows: Each party shall name one member of such board and the two members so named shall select the third member.

If either party fails to appoint an arbitrator within 15 days after the other shall have appointed an arbitrator and served written notice, including the name and address of the arbitrator appointed, upon the other party, then the American Arbitration Association shall be requested by the Secretary to appoint an arbitrator to represent the party failing to make the appointment. The costs and expenses of the arbitrator appointed by the American Arbitration Association to represent the party failing to make the appointment shall be paid for by that party. The two arbitrators so named shall select the third member. the third member is not selected within 15 days after the appointment of the latter of the other two arbitrators, the American Arbitration Association shall be requested by the Secretary to appoint the third arbitrator.

In requesting that the American Arbitration Association appoint an arbitrator in the situations discussed above, the Secretary shall request that the person or persons appointed shall be impartial and specially qualified in commercial and real estate appraisal. The fair value determined by the Board of Arbitrators shall be binding on the parties. The compensation and expenses of the third member shall be paid by the Concessioner and one-half of the amount so paid shall be added to the purchase price.

Before reaching its decision, the board shall give each of the parties a fair and full opportunity to be heard on the matters in dispute. If the successor is a Government agency and there is a dispute as to the fair value of any possessory interest, or other items, an advisory arbitration panel will be established at the request of the Concessioner (one member to be selected by the Secretary, one by the Concessioner, and the third by agreement of the original two) for the purpose of recommending to the Secretary an appropriate fair value. The Secretary and the Concessioner shall share equally the expenses of such advisory arbitration. The written decision of the Secretary as to such fair value will be final and binding upon all parties.

12(c) Contract Expiration or Termination Where Operations are to be Discontinued: If for any reason, including contract expiration or termination as described herein, the Concessioner shall cease to be required by the Secretary to conduct the operations authorized hereunder, or substantial part thereof, and the Secretary at the time chooses to discontinue such operations, or substantial part thereof within the area, and/or to abandon, remove, or demolish any of the Concessioner's Improvements, if any, then the Secretary will take such action as may be necessary to assure the Concessioner of compensation for (i) its possessory interest in Concessioner Improvements, and Government Improvements, if any, in the amount of their book value (unrecovered cost as shown in Federal Income Tax Returns); (ii) the cost to the Concessioner of restoring any assigned land to a natural condition, including removal and demolition, (less salvage) if required by the Secretary; and (iii) the cost of transporting to a reasonable market for sale such movable property of the Concessioner as may be made useless by such determination. Any such property that has not been removed by the Concessioner within a reasonable time following such determination shall become the property of the United States without compensation therefor.

(d) Contract Termination for Default for Unsatisfactory Performance there Operations are to be Continued. Notwithstanding any provision of this contract to the contrary, in the event of termination of this contract for default for failure to maintain and operate the required accommodations, facilities and services to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder, compensation for the Concessioner's possessory interest in Concessioner's Improvements, if any, shall be at book value as described in Subsection 12(c) herein.

(e) Other Compensation. In the event of termination of this contract or portions thereof, for the purpose of protecting visitors or area resources the Concessioner may be compensated (in addition to the applicable compensation described in subsections (b) or (c) above) for such other costs as the Secretary, in his discretion, considers necessary to compensate the Concessioner for actual losses occasioned by such termination, including, but not limited to, and as the needs appear, cost of relocating from one building to another building, reasonable severance pay to employees that may be affected, penalties for early loan repayments, and reasonable overhead expenses required by such termination, but, not for lost profit or other anticipated gain from the operations authorized hereunder or anticipated sale or assignment of the Concessioner's assets, including this contract or any of its benefits.

12(f) Notwithstanding any other provision of this contract to the contrary, compensation of possessory interest created as a result of the building and improvement program described in subsection l(b)(l) shall not exceed book value as determined by using straight line depreciation. Additionally, such improvements will have a book value of zero (O) dollars upon the expiration of this contract. In the event that such possessory interest is acquired by a successor, the successor will not be permitted to revalue such possessory interest.

(g) Notwithstanding any other provision of this contract to the contrary, the status of the three employee dormitories constructed by the Concessioner under the previous contract shall remain unchanged as regards possessory interest and compensation. These three structures shall not be considered as attached to or a part of the land although affixed thereto but shall remain the property of the concessioner. Upon the termination of the concession contract by limitation of time or otherwise, the Concessioner shall have the right to remove the employee structures and shall restore the area as nearly as possible to a natural condition. If the Concessioner elects not to remove the employee housing within one year after the termination of the concession contract, title to the structures and improvements provided for employees shall by operation of this agreement, and without further action by the National Park Service, pass to the United States without obligation to compensate the Concessioner therefor.

SEC. 13. ASSIGNMENT OR SALE OF INTERESTS

(a)(l) The Concessioner and/or any person or entity which owns a controlling interest (as herein defined) in a Concessioner's ownership, (collectively defined as the "Concessioner" for the purposes of this section) shall not assign or otherwise sell or transfer responsibilities under this Contract or the concession operations authorized hereunder, nor sell or otherwise assign or transfer (including, without limitation mergers, consolidations, reorganizations or other business combinations) a controlling interest in such operations, this contract, or a controlling interest in the Concessioner's ownership, as defined herein, without the prior written approval of the Secretary. Failure to comply with this provision or the procedures described herein shall constitute a material breach of this contract for which this Contract may be terminated immediately by the Secretary without regard to the procedures for termination for default described in Section 11 hereof, and, the Secretary shall not be obliged to recognize any right of any person or entity to an interest in this contract or to own or operate the operations authorized hereunder acquired in violation hereof.

13(a)(2) The Concessioner shall advise the person(s) or entity proposing to enter into a transaction described in Subsection (a)(l) above that the Secretary shall be notified and that the proposed transaction is subject to review and approval by the Secretary. The Concessioner shall request in writing the Secretary's approval of the proposed transaction and shall promptly provide the Secretary all relevant documents related to the transaction, and the names and qualifications of the person(s) or entity involved in the proposed transaction.

(3) Before the Secretary grants final approval for sale or transfer of ownership in the operation(s) authorized hereunder, the parties to the transaction shall have agreed in writing that the debt incurred for purchase, or the purchase price paid for the concession, shall not be used by the successor as future justification for:

a. Requesting a rate increase beyond the point of reasonable comparability pursuant to Section 3(c) of P.L. 89-249;

b. Requesting a waiver or reduction of franchise fees;

c. Submitting a claim that a reasonable opportunity to realize a profit, pursuant to Section 3(b) of P.L. 89-249, is being denied.

(b)(l) The Secretary, in exercising the discretionary authority set forth herein, shall among other matters, take into consideration the management qualifications of individuals or entities which would thereby obtain an interest in the facilities or services authorized hereunder, the experience of such individuals or entities with similar operations, and the ability of such individuals or entities to operate the concession operations authorized hereunder in the public interest under the regulation of the Secretary.

(2) For purposes of this section, the term "controlling interest" in a Concessioner's ownership shall mean, in the instance of a corporate concessioner, an interest beneficial or-otherwise, of sufficient outstanding voting securities or capital of the Concessioner so as to permit exercise of substantial managerial influence over the operations of the concessioner, and, in the instance of a partnership, limited partnership, joint venture or individual entrepreneurship, any beneficial ownership of the capital assets of the Concessioner sufficient to permit substantial managerial influence over the operations of the Concessioner. The Secretary will determine at the request of interested parties whether or not an interest in a Concessioner constitutes a controlling interest within the meaning hereof.

13(c) The Concessioner may not enter into any agreement with any entity or person except employees of the Concessioner to exercise substantial management responsibilities for the operation authorized hereunder or any part thereof without written approval of the Secretary at least 30 days in advance of such transaction.

(d) No mortgage shall be executed, and no bonds, shares of stock, or other evidence of interest in, or indebtedness upon, the assets of the concessioner, including this contract, in the area, shall be issued, except for the purposes of installing, enlarging or improving, plant equipment and facilities, provided that, such assets, including possessory interests, or evidences of interests therein, in addition, may be encumbered for the purposes of purchasing existing concession plant, equipment and facilities. In the event of default on such a mortgage, encumbrance, or such other indebtedness, or of other assignment transfer, or encumbrance, the creditor or any assignee thereof, shall succeed to the interest of the Concessioner in such assets but shall not thereby acquire operating rights or privileges which shall be subject to the disposition of the Secretary.

SEC. 14. APPROVAL OF SUBCONCESSION CONTRACTS

All contracts and agreements (other than those subject to approval pursuant to Section 13 hereof) proposed to be entered into by the Concessioner with respect to the exercise by others of the privileges granted by this contract in whole or part shall be considered as subconcession contracts and shall be submitted to the Secretary for his approval and shall be effective only if approved. However, agreements with others to provide vending or other coin-operated machines shall not be considered as subconcession contracts. In the event any such concession contract or agreement is approved, the Concessioner shall pay to the Secretary within 15 days after the last day of each month that the subconcessioner operates a sum equal to FIFTY PERCENT (50%) of any and all fees, commissions, or compensation payable to the Concessioner thereunder, which shall be in addition to the franchise fee payable to the Secretary on the gross receipts of subconcessioners as provided for in Section 9 of this contract.

SEC. 15. INSURANCE AND INDEMNITY

(a) General

The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgements and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Concessioner, his employees, subcontractors or agents under the contract. The types and amounts of insurance coverage purchased by the Concessioner shall be approved by the Secretary. The Concessioner shall, annually, or at the time insurance is purchased provide the Secretary with Certificates of Insurance and Broker's Analysis sufficient to evidence compliance with this section and shall provide the Secretary thirty (30) days advance written notice of any material change in the Concessioner's insurance program hereunder. The Secretary 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.

(b) Property Insurance

The Concessioner at its cost shall secure and maintain, for both Concessioner Improvements and assigned Government Improvements, fire, extended coverage and such other perils insurance in such types and limits as are determined by the Secretary to be necessary to repair or replace those buildings, structures, equipment, furnishings, betterments and improvements, and merchandise necessary to satisfactorily discharge the Concessioner's obligations under this contract. For insurance purposes, values of such property shall be determined at the inception of this contract and updated annually thereafter.

The Concessioner will purchase per-occurrence property insurance coverage on all buildings and structures collectively under one policy, in the amount of at least $2,512,000 per occurrence. Those values currently in effect are set forth in Exhibit "E" to this contract.

Such insurance shall provide for the Concessioner and the United States of America to be named insureds as their interest may appear. Insurance provisions respecting replacement at the "same site" shall be waived. In the event of loss the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concessioner and Government Improvements, equipment, furnishings and other personal property hereunder, as directed by the Secretary. The lien provision of Section 10 shall apply to such insurance proceeds.

The Concessioner shall purchase the following additional property coverages:

(1) BUILDER'S RISK - For all construction projects undertaken by the Concessioner a builder's risk policy for the amount of the construction project will be purchased by the Concessioner at the time construction commences. Upon completion of the construction project the Concessioner agrees to adjust the basic property insurance coverage as necessary, so as to include the value of the new construction.

(2) BOILER AND MACHINERY - When boilers are utilized the Concessioner shall purchase and maintain boiler and machinery insurance including coverage for direct damage. Such coverage is to be in the amount of the full replacement value of the structure in which the boiler is located.

(3) FLOOD - The Concessioner is to provide coverage as applicable.

(4) EARTHQUAKE - The Concessioner is to provide coverage as applicable.

l5 (c) Additional Property Damage Requirements - Government Improvements, Property and Equipment. The following additional requirements shall apply to structures, all or any part of which are "Government Improvements" as defined in Section 4(b).

(1) The insurance policy shall contain a loss payable clause approved by the Secretary which provides that insurance - proceeds shall be paid directly to the Concessioner without requiring endorsement by the United States.

(2) The use of insurance proceeds for repair or replacement of Government structures will not alter their character as Government structures and the Concessioner shall gain no possessory interest therein.

l5 (d) Public Liability. The Concessioner shall purchase and maintain during the term of this contract Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operations authorized hereunder. Such insurance shall be in an amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event not less than ($100,000) for bodily injury per person and (S5 million) per occurrence and property damage of at least ($25,000) per occurrence. All liability policies are to specify that the insurance company shall have no right of subrogation against the United States of America except that caused by the sole negligence of the United States or its employees and have no recourse against the Government for payment of any premiums or assessments.

Specific types of coverages the Concessioner shall purchase and maintain during the term of this contract include Comprehensive General Liability, with extensions which provide Product Liability and Contractual Liability and Liquor Liability, if liquor is served.

The Concessioner shall also obtain the following additional coverages:

a. Automobile Liability - The Concessioner shall provide the following coverages respecting vehicles owned and/or operated by the Concessioner: Comprehensive Automobile Liability, Uninsured Motorist coverages, and Statutory "No Fault" coverages, as required by the state of operation.

b. Worker's Compensation - Statutory Workers' Compensation as required in the state of operation, Employers' Liability coverage (Broad Form "All State" coverage, if the Concessioner operates in more than one state), Voluntary Compensation endorsement, and (Employers' Liability in states with monopolistic Workers' Compensation funds).

c. Other - The Concessioner shall also obtain the following coverages, in at least the limits set forth for Comprehensive General Liability:

Protection and Indemnity (Watercraft Liability limits $100,000 per person, $12 million per occurrence, and property damage at $25,000)

Umbrella Liability Policy

SEC. 16. PROCUREMENT OF GOODS, EQUIPMENT, AND SERVICES

In computing net profits for any purposes of this contract, the Concessioner agrees that its accounts will be kept in such a manner that there will be no diversion or concealment of profits in the operations authorized hereunder 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.

SEC. 17. DISPUTES

(a) Except as otherwise provided in this contract, any dispute, or claim, concerning this contract which is not disposed of by agreement shall be decided by the Director, National Park Service, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Concessioner. The decision of the Director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Concessioner mails or otherwise furnishes to the Director a written notification of appeal addressed to the Secretary. In accordance with the rules of the Board of Contract Appeals, the decision of the Secretary or his duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Concessioner shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute or claim hereunder, the Concessioner shall proceed diligently with the performance of the contract or as otherwise required in accordance with the Director's decision.

Claims shall be considered hereunder only if a notice is filed in writing with the Director within 30 days after the Concessioner knew or should have known of the facts or circumstances giving rise to the claim.

(b) This section does not preclude consideration of legal questions in connection with decisions provided for in paragraph (a) above; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(c) The provisions of this clause shall not apply to any claim of a pre-contractual nature nor of a non-contractual nature such as tort claims, nor with respect to discretionary acts or refusals to act by the United States, including but not limited to the establishment of utility rates and rates to the public hereunder and terminations or suspensions of the contract for protection of visitors or area resources nor to any other discretionary relief of action, nor in relation to action or inaction by the United States in its sovereign capacity. Decisions of the Director, National Park Service, concerning the matters mentioned in this subsection shall be final administrative determinations.

SEC. 18. GENERAL PROVISIONS.

(a) Reference in this contract to the "Secretary" shall mean the Secretary of the Interior, and the term shall include his duly authorized representatives.

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Anchorage, Alaska, this 27th day of August, 1986

UNITED STATES OF AMERICA

BY: /s/ Boyd Evison
Regional Director, Alaska

CORPORATIONS

ATTEST
BY: /s/ Lori Giersdorf
TITLE: Secretary

GLACIER BAY LODGE, INC.
BY: /S/Robert Giersdorf
TITLE: President
DATE: May 6, 1986

EXHIBIT "A"

GOVERNMENT-OWNED STRUCTURES ASSIGNED TO
Glacier Bay Lodge, Inc.
Pursuant To
CONCESSION CONTRACT NO. 9100-06-0001

Building Number	Description	Annual Fee
GBL - 16	Lodge	
GBL - 17	Service Bldg. (adjacent lodge)	
GBL - U1,2,3,	Utilities - 3 (located in lodge cabin complex)	
GBLC - 1-55	Cabins - 55, wooden walkways & porches	
GBL - 59	Baggage Bldg.	
GBA - 11	Oil House - lower level	
	Main Dock - partial. See Operations Agreement for description.	

Fuel Systems:

Diesel - Seven 7,500 gallon storage tanks and the entire distribution system from and including the dock to the fuel farm and to the point of use. Excluded, and retained by the Service, is the 4" fuel line from and including the dock to the storage tanks. Also retained by the Service is one 15,000 gallon diesel storage tank and the distribution system from it to the government fuel dispenser and to the generator building.

Gasoline - Two 7,500 gallon storage tanks and the entire distribution system from and including the dock to the fuel farm and to the point of use. Excluded, and retained by the Service, is the 4" fuel line and the vapor return line from the dock to the fuel farm and the government fuel dispenser to and including the nearest shut-off valve.

Propane - The entire propane fuel system, including two 3,000 gallon tanks and the entire intake, distribution, and the vapor return system from the dock to the fuel farm and to the point of use.

The fuel distribution systems for diesel, gasoline and propane referred to above consist of all storage tanks and connecting components. This includes all intake and distribution lines, fittings, shutoff valves, check valves, anti-siphon valves, pressure reducing valves, solenoid valves, couplers, couplings, flexible hoses, dispensing units, nozzles, tank gauges, etc.

Total amount due pursuant to subsection 4(a). $5,000

Land Assignment
to
Glacier Bay Lodge, Inc.
Glacier Bay National Park and Preserve
Concession Contract 9100-06-0001

1. Pursuant to Section 4 of the concession contract, the land deemed necessary for the operation of the concession as shown on the attached drawings and described in the land description are assigned to the concessioner during the term of the contract.

2. Within the boundary of the parcels of assigned land, the concessioner is responsible for maintenance as prescribed by the Maintenance Agreement.

3. Within the boundary of the parcels of assigned land, the superintendent is responsible for maintenance as prescribed by the Maintenance Agreement.

LAND DESCRIPTION

Lands assigned to the concessioner during the term of Contract #9100-06-0001 include the following:

1. Lands delineated on the attached map.

2. In the area of the concession employee housing, the land assignment will extend 50 feet around all dormitories and in addition will include the area between buildings, as shown on the attached map.

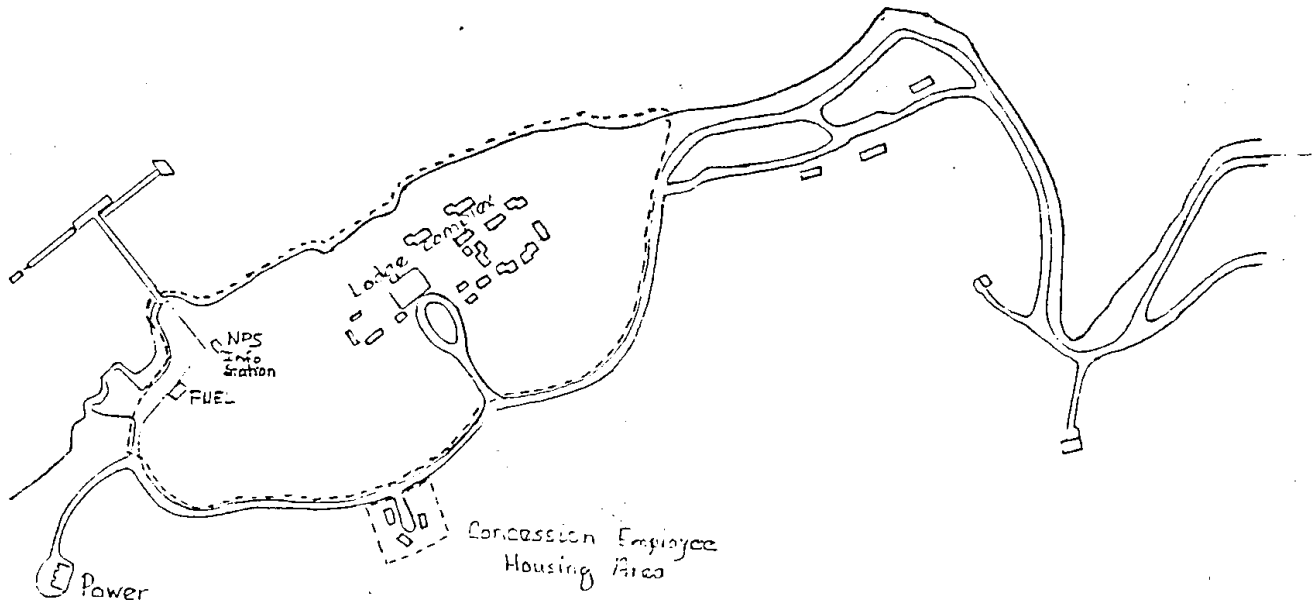
Lands specifically excluded within the area described above are:

1. Specifically excluded are any government operated facilities and the land directly beneath these facilities.

2. Space within Glacier Bay Lodge (Building Y GEL - 16) will be provided for an air taxi concessioner and a desk for the Alaska Natural History Association. Approximately 25 square feet will be provided for an air taxi concessioner near the main door on the east side of the Lodge. Approximately 50 square feet will be provided for the Alaska Natural History Association on the second floor of the Lodge.

Approved, effective August 27, 1986,

BY: GLACIER BAY LODGE, INC.	UNITED STATES OF AMERICA
BY: /s/ Robert Giersdorf	/s/Dave Ames for
TITLE: President	Regional Director, Alaska



Land Assignment ----
Glacier Bay Lodge, Inc.
Bartlett Cove
Glacier Bay National Park/Preserve

N

GLBC

EXHIBIT "C"

AREA OF PREFERENTIAL RIGHT

Only those granted by Section 1307 of the Alaska National Interest Lands Conservation Act (ANILCA).

EXHIBIT "D"
Pursuant to Subsection 6(a)(1)

NONE

EXHIBIT "E"

BUILDING REPLACEMENT COST FOR INSURANCE PURPOSES

CONCESSIONER: GLACIER BAY LODGE, INC.

CONCESSION CONTRACT NO.: CC-9100-06-0001

The replacement costs set forth herein are established for the sole purpose of assuring property insurance coverage and shall not be construed as having application for any other purpose.

I. GOVERNMENT BUILDINGS

Building No.	Description	Insurance Replacement Value
GBL - 16	Lodge	$1,358,332
GBL - 59	Baggage Storage	14,026
GBL - U1	Utility Bldg U1	14,551
GBL - U3	Utility Bldg US	14,551
GBL - U2	Utility Bldg U2	10,951
GBL - 17	Service Bldg	41,877
GBLC - 1-55	Cabins - 55, inc. walkways	1,614,082
	Fuel farm - partial - see Exhibit “A” for portions of fuel farm assigned to Lodge	129,575

II. CONCESSIONER BUILDINGS

GBL - 56,57,58	Concession Employee Dorms	726,024
GBL - 71	Staff Hall	308,468
Total		$4,232,437

GLACIER BAY LODGE, INC.

BY: /s/ Robert Giersdorf

TITLE: President

DATE: 5/27/92

UNITED STATES OF AMERICA

/s/ Dave Ames

(for) Regional Director, Alaska

6/5/92

Exhibit E (1999 revision)

Building Replacement Cost For Insurance Purposes

Concessioner: **Glacier Bay Park Concessions, Inc.**

Concession Contract No.: **CC-9100-06-0001 (CC-GLBA001-86)**

The replacement costs set forth herein are established for the sole purpose of assuring property insurance coverage and shall not be construed as having application for any other purpose, and replaces prior editions of Exhibit E of this concession contract.

I. Government Owned Structures

Building No.	Description	Insurance Replacement Value
GBL - 16	Lodge	$1,606,540
GBL - 59	Baggage Storage	15,418
GBL - U1	Utility Building 1	17,747
GBL - U3	Utility Building 3	17,747
GBL - 17	Service Building	47,879
GBLC - 1-20	Old Cabins, incl. walkways	796,712
GBLC – 21-56	New Lodge Cabins, incl. Walkways	1,172,278
	Subtotal	*$3,647,321*

II. Concessioner Owned Structures

Building No.	Description	Insurance Replacement Value
GBL - 56,57,58	Concession Employee Dorms 1-3	$832,362
GBL - 71	Staff Hall	373,480
	Subtotal	*$1,208,842*
	Total	**$4,856,163**

Glacier Bay Park Concessions, Inc.

By: _____

Title: _____

Date: _____

United States Of America

_____

Regional Director, Alaska

_____

7/6/87
Glacier Bay National
Park and Preserve

AMENDMENT NO. 1
CONCESSION CONTRACT NO. 9100-06-0001
GLACIER BAY LODGE, INC.
GLACIER BAY NATIONAL PARK & PRESERVE

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior through the Regional Director, Alaska Region, National Park Service, hereinafter referred to as the "Secretary" and Glacier Bay Lodge, Inc., a corporation organized and existing under the laws of the State of Alaska, hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, Concession Contract No. 9100-06-0001 was effective on August 27, 1986, with Glacier Bay Lodge, Inc., authorizing the Concessioner to provide accommodations, facilities, and services for the public within Glacier Bay National Park & Preserve; and

WHEREAS, the contract requires the Concessioner to refurbish all (55) lodge cabin interiors, completion by 5/1/87; and

WHEREAS, the Concessioner has requested an extension of time to complete this project; and

WHEREAS, the Secretary has determined that it is in the public interest of the United States to grant an extension of time:

NOW THEREFORE, the parties hereto covenant and agree to and with each other that Concession Contract No. 9100-06-0001 is hereby amended as follows:

Amend Section 1. <u>TERM OF CONTRACT</u>, as follows:

Amend subsection 1 (b) (2) c. by deleting "completion by 5/1/87" and substituting in lieu thereof the following:

"completion of 15 rooms by 5/31/87,
completion of 15 rooms by 5/31/88,
completion of 15 rooms by 5/31/89,
completion of 10 rooms by 5/31/90."

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Anchorage, Alaska, this 25th day of June, 1987.

UNITED STATES OF AMERICA

By _____

Regional Director
Alaska Region
National Park Service

ATTEST:

By _____

Title Sec.

Glacier Bay Lodge, Inc.

By _____

Title President

Date June 8, 1987

AMENDMENT NO. 2
CONCESSION CONTRACT NO. 9100-06-0001
GLACIER BAY LODGE, INC.
GLACIER BAY NATIONAL PARK & PRESERVE

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Regional Director, Alaska Region, National Park Service, hereinafter referred to as the "Secretary," and Glacier Bay Lodge, Inc., a corporation organized and existing under the laws of the State of Alaska, hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, the Secretary and the Concessioner entered into Concession Contract No. 9100-06-0001 on August 27, 1986, whereby the Concessioner is authorized to provide facilities and services for the public within Glacier Bay National Park & Preserve during the period January 1, 1986 through December 31, 2001.

WHEREAS, the said concession contract has been amended on June 25, 1987; and

WHEREAS, the said concession contract requires the Concessioner to complete an improvement and building program; and

WHEREAS, the Concessioner has requested an extension of time to complete several of the projects; and

WHEREAS, the Secretary has determined that it is in the public interest to grant an extension of time; and

WHEREAS, the Secretary has revised insurance requirements for National Park Service Concessioners in May 1989; and

WHEREAS, the Concessioner agrees to comply with these revised insurance requirements; and

WHEREAS, the National Park Service has improved and upgraded the government owned propane storage and dispensing system at Bartlett Cove for the benefit of the Concessioner; and

WHEREAS, the Concessioner agrees to the assignment of this propane fuel system to the Concessioner, as provided in Section 4 and Exhibit "A" of said contract:

NOW, THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract No. 9100-06-0001 is hereby amended as follows:

1. **Amend Section 1., TERM OF CONTRACT, as follows:**

Amend subsection 1(b)(1) a. as follows:

by deleting "5/1/91" in line 4, and substituting in lieu thereof "a date to be determined by the Secretary, provided that a minimum of a one year notice of the required completion date will be given to the Concessioner."; and

by deleting "5/1/93" in line 7, and substituting in lieu thereof " a date to be determined by the Secretary, provided that a minimum of a one year notice of the required completion date will be given to the Concessioner."

Amend subsection 1(b)(1) b. as follows:

by deleting "5/1/90" in line 2, and substituting in lieu thereof "5/25/91."

Amend subsection 1(b)(2) a. as follows:

by deleting "5/1/90" in line 2, and substituting in lieu thereof "8/1/90."

Amend subsection 1(b)(2) b. as follows:

by deleting "5/1/90" in line 2, and substituting in lieu thereof "one year after completion of the site preparation and infrastructure by the National Park Service."

Amend subsection 1(b)(2) c. as amended by contract **Amendment No. 1** as follows:

by deleting "completion of 10 rooms by 5/31/90" in line 4, and substituting in lieu thereof "completion of 8 rooms by 5/31/90, completion of two rooms by 5/25/91."

Amend subsection 1(b)(2) d. as follows:

by deleting "5/1/90" in line 3, and substituting in lieu thereof "11/1/91."

2. Amend Section 15., INSURANCE AND INDEMNITY, as follows:

By deleting existing language in Section 15 in it's entirety and substituting in lieu thereof the following:

"(a) General

The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Concessioner, his employees, subcontractors or agents under the contract. The types and amounts of insurance coverage purchased by the Concessioner shall be approved by the Secretary.

At the request of the Secretary the Concessioner shall annually, or at the time insurance is purchased, provide the Secretary with a Statement of Concessioner Insurance and Certificate of Insurance as evidence of compliance with this section and shall provide the Secretary thirty (30) days advance written notice of any material change in the Concessioner's insurance program hereunder.

The Secretary 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.

(b) Property Insurance

The Concessioner will, in the event of damage or destruction, repair or replace those buildings, structures, equipment, furnishings, betterments and improvements and merchandise determined by the Secretary to be necessary to satisfactorily discharge the Concessioner's obligations under this contract and for this purpose shall provide fire and extended insurance coverage on both Concessioner Improvements and assigned Government Improvements in such amounts as the Secretary may require during the term of this contact. Those values currently in effect are set forth in Exhibit "E" to this contract. The exhibit will be revised at least every 3 years, or sooner if there is a substantial increase in values.

Such insurance shall provide for the Concessioner and the United States of America to be named insureds as their interest may appear. In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concessioner and Government Improvements, equipment, furnishings and other personal property hereunder, as directed by the Secretary. The lien provision of Section 10 shall apply to such insurance proceeds.

The Concessioner shall purchase the following additional property coverages in the amounts set forth in Exhibit "E"

(1) Boiler and machinery
(2) Sprinkler leakage
(3) Builder's risk
(4) Extension-of-coverage endorsement
(5) Hull

(c) Additional Property Damage Requirements - Government Improvements, Property and Equipment.

The following additional requirements shall apply to structures, all or any part of which are "Government Improvements" as defined in Section 4(b).

(1) The insurance policy shall contain a loss payable clause approved by the Secretary which requires insurance proceeds to be paid directly to the Concessioner without requiring endorsement by the United States.

(2) The use of insurance proceeds for repair or replacement of Government structures will not alter their character as Government structures and the Concessioner shall gain no possessory interest therein.

(d) Public Liability

The Concessioner shall provide Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operations authorized hereunder. Such insurance shall be in an amount commensurate with the

degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than the following, per occurrence covering both bodily injury and property damage:

(1) for lodging, food and beverage, gifts and fuel sales : $1,500,000.

(2) for land and water transportation, including buses, taxis, charter boats, tour boats and vessel towing and repairs:

up to 5 passengers	$300,000
6 to 12 passengers	$500,000
13 to 20 passengers (motor vehicles only)	$750,000
13 to 20 passengers (other transportation)	$1,000,000
21 to 50 passengers	$1,500,000
51 to 120 passengers	$2,000,000
121 to 220 passengers	$2,500,000
221 to 300 passengers	$3,000,000
over 300 passengers	$3,500,000

If claims reduce available insurance below the required per occurrence limits, the Concessioners shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a Comprehensive General Liability Policy, may be used to achieve the required limits.

From time to time, as conditions in the insurance industry warrant, the Secretary reserves the right to revise the minimum required limits.

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

The Concessioner shall also obtain the following additional coverages at the same limits as required for Comprehensive General Liability insurance unless other limits are specified below:

(1) Product liability
(2) Liquor legal liability
(3) Protection and indemnity (watercraft liability)
(4) Automobile liability
(5) Workers compensation
(6) Underground storage tank pollution liability (coverage and limits only as required by law)"

3. Amend Exhibit "A", Government-Owned Structures Assigned to Glacier Bay Lodge, Inc. pursuant to Concession Contract No. 9100-06-0001, page 1, as follows:

Amend subsection entitled "Fuel Systems: Propane" as follows:

by deleting

"The entire propane fuel system, including two 3,000 gallon tanks and the entire intake, distribution, and vapor return system from the dock to the fuel farm and to the point of use."

and substituting in lieu thereof:

"The entire propane fuel system located in the vicinity of the lodge dormitories, including two 1,000 gallon tanks and the entire distribution system."

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Anchorage, Alaska, this 20 day of December, 1990.

UNITED STATES OF AMERICA

By _____

Acting Regional Director
Alaska Region
National Park Service

ATTEST:

By _____

Title Secretary

GLACIER BAY LODGE, INC.

By _____

Title President

Date Nov. 12, 1990

GLACIER BAY PARK CONCESSIONS, INC.

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary", and Glacier Bay Park Concessions, Inc., a Corporation, organized and existing under the laws of the State of Alaska, hereinafter referred to as the "Concessioner":

W I T N E S S E T H

THAT WHEREAS, the Secretary entered into Concession Contract No. CC-GLBA001-86 (formerly CC-9100-06-0001) on August 27, 1986 whereby the Concessioner is authorized to provide facilities and services for the public within Glacier Bay National Park and Preserve during the period January 1, 1986 through December 31, 2001 (as amended); and

WHEREAS, the Concessioner and the Secretary have agreed to amend this contract:

NOW, THEREFORE, the parties hereto covenant and agree to and with each other that the Concession Contract CC-GLBA001-86 is hereby amended, effective as of May 3, 1996, as follows:

The following new section, Section 19.1 Accounts, is added to the contract:

SEC. 19.1 ACCOUNTS

(a) CAPITAL ACCOUNT (1) As partial consideration for the privileges granted by this CONTRACT, the Concessioner shall establish a "Capital Account" (CA) by which it will undertake, on a project basis, improvements which directly support the Concessioner's operations hereunder. Funds in the CA, including interest earned thereon, shall be used in accordance with Exhibit "H" only for construction of qualified improvements approved by the Superintendent in accordance with priorities established by the National Park Service Field Director. Projects estimated to cost over $1,000,000 must be approved in writing by the National Park Service Director.

(a)(2) Improvements paid for with funds from the CA will not include routine, operational maintenance of facilities or housekeeping activities. Nothing in this Section shall lessen the responsibility of the Concessioner to carry out the maintenance and repair of Government Improvements as required by Sections 4 and 5 of this CONTRACT, or otherwise, from

Concessioner funds exclusive of those funds contained in the CA. Funds in the CA shall not be used for purposes for which those Sections would apply. The Concessioner shall have no ownership, Possessory Interest or other interest in improvements made from the CA.

(a)(3) Improvements paid for with funds from the CA will not include improvements previously required by Sections 1(b)(1) or 1(b)((2) of the CONTRACT.

(a)(4) The Concessioner shall deposit into an interest bearing account at a Federally insured financial institution within FIFTEEN (15) days after the last day of each month that the Concessioner operates THREE AND FOUR TENTHS PERCENT (3.4%) of GROSS RECEIPTS as defined in this CONTRACT. The account shall be established and maintained in accordance with Exhibit "H" of this CONTRACT.

The amount of each monthly deposit due shall be based upon the sum of the accumulated annual GROSS RECEIPTS as of the end of the prior month.

The Concessioner shall provide written verification to the Superintendent at the time that each monthly deposit is made including the amount of the deposit and the basis of the calculation.

An interest charge will be assessed on overdue deposits for each THIRTY (30) day period, or portion thereof, that the deposit is delayed beyond the FIFTEEN (15) day period provided for herein. The percent of interest charged will be based on the then current value of funds to the U.S. Treasury as published in the Treasury Fiscal Requirements Manual.
(a)(5) The Concessioner shall submit annually with the submittal of the Concessioner's annual financial statement a statement reflecting the Concessioner's total activity in the CA for the preceding accounting year. The statement shall reflect all monthly credits, expenses by project, and the interest earned.

(a)(6) Advances or credits to the CA by the Concessioner are not permitted. Projects will be carried out as the Superintendent shall direct in writing and in advance of any expenditure being made and in accordance with Exhibit "H".

(a)(7) Upon the expiration or termination of this CONTRACT, or upon assignment or sale of interests related to this CONTRACT, the unexpended balance remaining in the CA that may have been originally attributable to the Concessioner shall be used in accordance with the purposes of the CA, Exhibit "H", and agreements used for management of the CA.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals.

Executed in triplicate, at Anchorage, Alaska, this **24th** day of **September**, 199**6**.

GLACIER BAY PARK CONCESSIONS, INC.

BY: **/s/ Mark Richardson**
Mark J. Richardson
President/CEO

UNITED STATES OF AMERICA

BY: **/s/ Paul Anderson**
(for) Robert D. Barbee
Field Director, Alaska
National Park Service

ATTEST:

BY: _____

Title: _____

EXHIBIT H - CONCESSION CONTRACT
ACCOUNT CONTROL PROCEDURE

INTRODUCTION

For the purposes of this Exhibit, the term "Superintendent" hereinafter will refer to the "Superintendent" or his/her designee." The term "Concessioner" hereinafter will refer to the Concessioner.

This document is about the use of funds. The source of these funds is established in the contract language at section 19.1, by Amendment #3.

The Capital Account (CA) is to be used to rehabilitate or construct facilities which directly support concessioner services authorized and/or required under this contract. The CA is established as a contract obligation. No possessory interest is accrued by the Concessioner for improvements made by this account.

Funds in the CA account can be invested in various instruments in advance of being used to carry out the concessioner's obligations under the contract. Whatever the method selected to hold the funds pending project work beginning, the parties to this contract agree that all funds will either be held in an account(s) insured by the Federal Deposit Insurance Corporation of a similar insuring activity of the Federal government and/or that all investment instruments will be notes, bills, and bonds issued by the United States Treasury which shall be whole instruments including both principal and interest (no derivative instruments) and which shall be directly backed by the full faith and credit of the United States of America.

The funds in the CA will be held in a FDIC insured Business Money Market Account (BMMA) and/or a Corporate Checking Account (CCA) established by the Concessioner to carry out concessioner obligations under this contract.

Deposits shall be made into CA accounts established by the Concessioner to carry out the purposes of the contract. The Concessioner makes an irreversible commitment when deposits are made into a CA. Deposited funds do not become Government funds. Interest earned on CA accounts becomes an addition to the balance of the CA.

CA funds must be maintained in separate accounts with record keeping used to maintain continuous records of the balances and allocation of income and expenses.

Concessioners are responsible for reporting or ensuring the reporting of CA activity each month and for annually filing, as part of their Annual Financial Report, the schedules that may be required by the Secretary.

The Concessioner shall not be paid or reimbursed in any way for account management. However, account management expenses incurred by third parties with the written approval, in advance, of the properly delegated National Park Service authority may be considered as account expenses.

The Concessioner may, with the approval of the Superintendent, be allowed to charge the CA for actual expenses incurred, in an amount not to exceed ten percent (10%) of approved project expenditures, for reasonable concessioner administrative costs directly associated with carrying out individual projects. The Concessioner shall provide a detailed listing of each cost incurred to the Superintendent who shall determine the reasonableness and appropriateness of such expenses prior to their being allowed.

CA is not to be used for the payment of routine maintenance and operating expenses of the Concessioner. Additionally, the CA is not to be used for maintenance of government property not assigned to the Concessioner or for government projects or activities not directly related to the provision of the involved concessioner's services.

CA funds are not to be used to pay or otherwise reimburse or credit concessioner annual operating costs or government appropriation accounts.

The contracts entered into by the Concessioner (or others should that be authorized) to undertake projects are private contracts, not government contracts, issued at an arm's length to obtain the best contract price possible. The Concessioner shall not, directly or indirectly, enter into any arrangement or agreement whereby it receives money or other benefits from the contractor.

The Superintendent may require that the CA fund the cost of an independent, third party construction supervisor/inspector to represent the interests of the Government on any project where the Superintendent feels that would be cost effective and necessary to the sound administration of the project.

The Concessioner shall ensure that a Builders Risk From insurance policy is in effect during the construction. The type and amount of insurance will be approved in writing by the Superintendent. This policy as an appropriate expenditure for the CA.

In the event of any inconsistency between this Exhibit and the main body of the concession contract, the contract shall prevail.

POLICY FOR USE OF THE CAPITAL ACCOUNT

The contract includes specific provisions establishing a CAPITAL ACCOUNT (CA) and describing its purpose or principal goals.

The basis for the account is the need to establish systematically available funds for the ongoing improvement of concession facilities. The use of a CA allows reserves to be established for known requirements even while exact project, construction timing, and planing are not yet resolved.

CA projects include project planning, design, and construction of new buildings and infrastructure, rehabilitation of existing buildings and related infrastructure, demolition of old facilities, and site restoration.

The CA is established to undertake nonrecurring projects of significant capital improvement to real property. The CA will not be used for routine or cyclic repair and maintenance except where a CA project would obviate the need for cyclic repair and maintenance. The CA will not be used for acquisition, lease or maintenance of personal property.

PROJECT NOMINATION AND APPROVAL

1. Spending money from the CA requires a coordinated effort between the Concessioner and the Superintendent. Projects must be proposed, prioritized, approved, bid and accomplished with an orderly process that ensures accountability.

2. The National Park Service staff and/or the Concessioner shall submit proposals to the Superintendent for the use of the CA using a format established by the Superintendent for "Account Project Nomination" (a standard control form). It is intended that a nomination form be the first step in the development of a project file.

3. The Superintendent will establish an Account Committee (AC) to review and recommend approval/disapproval of project nominations. The committee will include at least the Park's Concession Management Specialist and will also include other staff members deemed appropriate by the Superintendent. The Chair will be the park's lead concession operative unless a different appointment is made by the Superintendent. The Superintendent will establish a process to review and approve/disapprove project nominations based on but not limited to the following:

- Applicable laws and regulations
- NPS Policies
- Concession Contract and Amendments Including the Appropriateness of the Project Given the CA Purposes Stated in this Exhibit
- Operating and Maintenance Plans
- Need, based on resource impacts or human risk factors
- Compliance with NPS planning documents
- Other applicable factors

Upon completion of the review, the AC will prepare a record of the evaluation and a recommendation for approval/disapproval by the Superintendent. The documentation will be placed in the "Project Statement"(a standard control form).

4. A Project Statement will guide and document each project's implementation through completion. This Statement will contain the following: justification, specific proposal, scope of work, design responsibility, proposed project schedule and compliance requirements, The Project Statement will be signed by the Superintendent and the Concessioner's authorized representative. The signed Project Statement constitutes official authority for the Concessioner to begin work on the project.

The Project Statement will provide a chronological audit trail of the projects decision making activity including meetings, inspections, change orders, etc. from nominations to project completion. Support documents will be maintained in the Project File or reference in the Project Statement where related documents can be found.

SPECIFICATIONS, DESIGN, AND BIDDING

1.a. Work funded by CA is to be accomplished through competitive contracts.

1.b. Construction work will not be done by Concessioner employees unless the Superintendent determines that there are unusual circumstances that make such work both advantageous and able to be managed effectively. Concessioner may use sole-source contracts only with the prior approval of the Superintendent.

1.c. Concessioner may not bid as independent contractors, or be employed by the contractor for CA projects.

1.d. The Concessioner shall not directly or indirectly, enter into any contract whereby it benefits directly or indirectly through the transfer of funds or other benefits from a CA project contractor.

1.e. Exceptions to these policies may be granted in writing by the Superintendent on a case-by-case- basis when there are unusual circumstances, clear advantages to the government, and adequate controls.

2. The Concessioner will develop a project description sufficient to secure an architect, engineer, or construction contractor. These will be reviewed and authorized in writing by the Superintendent.

3. Plans and specifications will be prepared by the Concessioner and will follow NPS-10, NPS-48, and NPS-70. When design is involved in a project, the designs will be reviewed by the Superintendent as appropriate to the project, such as 50%, draft 100% completion, etc. Appropriate time should be allowed for design review, by appropriate NPS staff at park, region, or service center, or by independent consultants.

4. Once plans and specifications are approved, the Concessioner will prepare to advertise or otherwise solicit or secure estimates or bids for the project.

5. For each project, the package for bidding or estimating will include at least the plans and specifications, the General Provisions, and a draft contract or agreement under which the work will be carried out and that has been reviewed and approved by the Superintendent. If lodging and/or meals are provided by the Concessioner as part of the contract, the contract must include this provision and rates. If you are not doing a construction project, prepare an appropriate package for that action and determine how to proceed to bid or otherwise secure cost estimates.

6. If the project is bid, The Concessioner will receive, open, and evaluate project bids.

7. The Concessioner will recommend and justify a contractor from among the bidders or from other sources if a bid process was not used. This recommendation will be accepted/rejected by the Superintendent in writing. Once confirmation has been issued, the Concessioner is authorized to sign a contract and proceed with the project.

8. At this time, the Concessioner will submit to the Superintendent as estimate of the final budget and time schedule for the project.

9. At appropriate intervals the Concessioner will submit to the Superintendent as estimate of the final budget and time schedule for the project.

10. Change orders on project contracts require approval in writing from the Superintendent.

11. Upon certification from the contractor that a project is complete, the project will be inspected jointly by the Concessioner and the Superintendent. The project will not be accepted by the Concessioner until authorized in writing by the Superintendent.

12. Upon project completion, the Concessioner will submit to the Superintendent a project completion report including total project costs, warranties, service manuals, other similar documents, and as-built drawings of the project in the form specified. Invoices, certificates, and other documentation related to the final segment of work accomplished shall accompany the report and be the basis for final payment of the contractor. Final payment to the contractor and final reimbursement to the Concessioner for administrative costs shall not be made until the project has been accepted in writing by the Superintendent. The Concessioner is required to submit a summary of administrative costs for the project.

GLACIER BAY PARK CONCESSION, INC.	UNITED STATES OF AMERICA
BY: /s/ Mark Richardson	BY: /s/ Paul Anderson
Mark J. Richardson	(for) Robert D. Barbee
President/CEO	Field Director, National Park Service
DATE: 9/3/96	DATE: 9/3/96

GLACIER BAY PARK CONCESSIONS, INC.
CONCESSION CONTRACT CC-GLBA001-86 - AMENDMENT NO. 4

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary", and Glacier Bay Park Concessions, Inc., a Corporation, organized and existing under the laws of the State of Alaska, hereinafter referred to as the "Concessioner":

W I T N E S S E T H

THAT WHEREAS, the Secretary entered into Concession Contract No. CC-GLBA001-86 (formerly CC-9100-06-0001) on August 27, 1986, which contract was amended by Amendment #1 dated June 25, 1987, Amendment #2 dated December 20, 1990, and Amendment #3, dated September 24, 1996 (collectively referred to as the "Contract"), whereby the Concessioner is authorized to provide facilities and services for the public within Glacier Bay National Park and Preserve during the period January 1, 1986 through December 31, 2001 (as amended); and

WHEREAS, the Secretary and the Concessioner have agreed to extend the contract for two (2) years until December 31, 2003 in order to avoid an interruption in visitor services; and

WHEREAS, the Secretary and the Concessioner have agreed that the Secretary shall purchase all Concessioner's possessory interest in improvements in existence on the effective date of this amendment within Glacier Bay National Park and Preserve for $400,000. A description of the Concessioner's improvements is included as Attachment A. Payment of the $400,000 will be credited against the amounts owed by the Concessioner to the National Park Service as follows: first, by the franchise fees, including all penalties and interest, the Concessioner owes to the Secretary and has not paid as of the effective date of this amendment as required by section 9; second, by the amount Concessioner was to pay but has not paid into the capital account, including all penalties and interest, as of the effective date of this amendment as required by section 19.1; third, by the amount of the obligation Concessioner has but did not satisfy pursuant to section 1(b)(1); and fourth, by future franchise fees of the Concessioner as they become due during the term of this amendment, until the $400,000 is satisfied. At that time Concessioner will pay franchise fees pursuant to section 9; and

WHEREAS, the Secretary and the Concessioner agree that there is no possessory interest in any improvements, including government improvements, except as identified in Attachment A; and

WHEREAS, the Secretary and the Concessioner agree that a per passenger fee is preferable to a percentage of gross receipts for Concessioner overnight vessels operating only partially within the park area; and

WHEREAS, the Secretary and the Concessioner agree to amend the contract to eliminate the Concessioner's obligation to make deposits to the capital accounts:

NOW, THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract CC-GLBA001-86 is hereby amended, effective on January 1, 2002 as follows:

Language to be added to and become a part of the contract is displayed below in bold underlined print. Language to be deleted from and no longer a part of the contract is displayed below in a strike out format.

1. SEC. 1 TERM OF CONTRACT

(a) "This contract shall be for the term of **eighteen (18)** years from January 1, 1986."

2. SEC. 9 FRANCHISE FEE

(a) Add new subsection as follows: **"(3) In addition to the foregoing, a further sum equal to $7.00 per passenger for each day or portion of a day during which a Concessioner overnight vessel operates within park boundaries. Overnight vessel is defined as any tour vessel or charter vessel operating under an itinerary exceeding twenty-four hours in length and which includes at least one overnight stay onboard."**

3. (d)(l) The term "gross receipts," as used herein, shall be construed to mean 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 in this contract, including gross receipts of subconcessioners as hereinafter defined and commissions earned on contracts or agreements with other persons or companies operating in the area, and excluding gross receipts from **Concessioner overnight vessel services (as defined in Sec 9 (a)(3),** the sale of genuine United States Indian and native handcraft, intracompany earnings on account of charges to other departments of the operation (such as laundry), [charges for employees' meals, lodgings, and transportation] cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid Governmental agencies, and amounts received as a result of an add-on to recover utility costs above comparable utility charges. All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts.

4. SEC. 12. COMPENSATION

Add new subsection as follows: **"(h) The Concessioner has agreed to sell and the Secretary has agreed to purchase all Concessioner's possessory interest in improvements in existence on the effective date of this amendment within Glacier Bay National Park and Preserve for $400,000. A description of the Concessioner's improvements is included as Attachment A. The Secretary will pay the $400,000 as follows: first, to satisfy the franchise fees, including**

all penalties and interest, the Concessioner owes to the Secretary and has not paid as of the effective date of this amendment as required by section 9; second, to satisfy the amount Concessioner was to pay but has not paid into the capital account, including all penalties and interest, as of the effective date of this amendment as required by section 19.1; third, in lieu of complete satisfaction of the obligation Concessioner has but has not satisfied pursuant to section 1(b)(1);fourth, as a credit for future franchise fees as they become due during the term of this amendment, until the $400,000 is satisfied. At that time Concessioner will pay franchise fees pursuant to section 9. Accordingly, Notwithstanding any other provision of this contract to the contrary, the Concessioner's possessory interest in all improvements on the effective date of this amendment is ($0) dollars.

5. AMENDMENT #3, Section 19.1 ACCOUNTS
(a)(4) The Concessioner shall deposit into an interest bearing account at a Federally insured financial institution within FIFTEEN (15) days after the last day of each month that the Concessioner operates **ZERO PERCENT (0%)** of GROSS RECEIPTS as defined in this CONTRACT. The account shall be established and maintained in accordance with Exhibit "H" of this CONTRACT."

6. In all other respects, the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals.

Executed in triplicate, at Anchorage, Alaska, this [7th] day of [May], 2002.

GLACIER BAY PARK CONCESSIONS, INC.	UNITED STATES OF AMERICA
BY: /s/ Gary Droubay	BY: /s/ Robert Arnberger
~~Greg Dronkert~~ Gary Droubay	Robert Arnberger
~~Chief Executive Officer~~ Chairman	Regional Director, Alaska
Glacier Bay Park Concessions, Inc.	National Park Service

ATTEST: _____

BY: /s/ David D Goade

Title: Secretary/Treasurer

Attachment A

Concessioner Improvements and Fixtures Subject to this Contract Amendment

Glacier Bay Park Concessions Staff Building located within Glacier Bay National Park. Building is divided into 2 offices, a staff laundry room, a staff kitchen, and a staff dining room and lounge totaling approximately 2,290 square feet.

Glacier Bay National Park Building Number: GBL-71.

NPS building number: GLBA-001-357-AKSO.

Kitchen
1. Hobart Dishwasher, type AM14
2. Scrape table with sink and disposal
3. Gaylord Range hood w/exhaust fan & sprinklers
4. Serving table (w/electric hot & cold holding compartments)
5. Sunfire unit w/ovens (2)/grill/salamander/gas burners
6. 3 sink stainless steel table
7. Preparation table w/cabinets & can opener
8. Wall cabinets (5 sections, 2 doors)
9. Mop sink w/faucet
10. Pull-down metal serving window
11. Wire wall shelving
12. True Refrigerator (in kitchen)
13. True Freezer (in kitchen)
14. Dry storage Annex (“Barbie House”)

Cafeteria
1. Wall cabinets
2. Cabinets w/counter & sink
3. Coat Rack (in hallway)
4. Wall-Mounted Fire hose cabinet w/hose

Restrooms
1. Lavatory (2)
2. Toilet (2)
3. Sinks (2)
4. Wall-mounted paper towel dispensers (2)
5. Wall-mounted hand dryers (2)
6. Wall-mounted mirrors (2)

Laundry
1. Shelves (2)

Administrative Offices
1. Two offices, no permanent fixtures

Utility Room
1. Weil Mclain Oil-Fired Boiler
2. A.O. Smith Water Products Water Storage Tank, model TJV-200-A

Fuel Tanks
1. Above Ground Fuel Storage Tank(1) (feeds EDR & Dorms)
2. Propane tank

GLACIER BAY PARK CONCESSIONS, INC.
CONCESSION CONTRACT CC-GLBA001-86 - AMENDMENT NO. 5

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary", and Glacier Bay Park Concessions, Inc., a Corporation, organized and existing under the laws of the State of Alaska, hereinafter referred to as the "Concessioner":

WITNESSETH

THAT WHEREAS, the Secretary entered into Concession Contract No. CC-GLBA001-86 (formerly CC-9100-06-0001) on August 27, 1986, which contract was amended by Amendment #1 dated June 25, 1987, Amendment #2 dated December 20, 1990, Amendment #3, dated September 24, 1996 and Amendment #4 dated May 7, 2002 (collectively referred to as the "Contract"), whereby the Concessioner is authorized to provide facilities and services for the public within Glacier Bay National Park and Preserve during the period January 1, 1986 through December 31, 2003 (as amended); and

WHEREAS, the Secretary and the Concessioner have agreed that the Secretary shall purchase all Concessioner's interest in three (3) Concessioner employee dormitories located at Bartlett Cove in Glacier Bay National Park and further identified as Glacier Bay National Park Building Numbers GBL-56, GBL-57 and GBL-58 for $85,000. Payment of the $85,000 will be credited against future franchise fees that the Concessioner will owe to the Secretary as required by section 9 as they become due during the term of this contract until the amount is satisfied. If the franchise fees owed for 2003 are less than $85,000, the National Park Service will pay the Concessioner any remaining amount owed or credit any amount still owed against any money owed to the National Park Service by the Concessioner. Once the entire $85,000 is credited, the Concessioner will resume payment of franchise fees in accordance with the existing terms of the contract; and

WHEREAS, the Secretary and the Concessioner agree that there is no possessory interest in any improvements, including government improvements.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract CC-GLBA001-86 is hereby amended, as follows:

Language to be added to and become a part of the contract is displayed below in bold underlined print. Language to be deleted from and no longer a part of the contract is displayed below in a strike out format.

1. SEC. 12. COMPENSATION

Replace the existing subsection (g): "~~(g) Notwithstanding any other provision of this contract to the contrary, the status of the three employee dormitories constructed by the Concessioner under the previous contract shall remain unchanged as regards possessory interest and compensation. These three structures shall not be considered as attached to or a part of the land although affixed thereto but shall remain the property of the concessioner. Upon the~~

~~termination of the concession contract by limitation of time or otherwise, the Concessioner shall have the right to remove the employee structures and shall restore the area as nearly as possible to a natural condition. If the Concessioner elects not to remove the employee housing within one year after the termination of the concession contract, title to the structures and improvements provided for employees shall by operation of this agreement, and without further action by the National Park Service, pass to the United States without obligation to compensate the Concessioner therefor.~~"

as follows: "**(g) The Concessioner has agreed to sell and the Secretary has agreed to purchase all the Concessioner's interest in the three (3) employee dormitories located at Bartlett Cove in Glacier Bay National Park and further identified as Glacier Bay National Park Building Numbers GBL-56, GBL-57 and GBL-58 for $85,000. Payment of the $85,000 will be credited against future franchise fees that the Concessioner will owe to the Secretary as required by section 9 as they become due during the term of this contract until the $85,000 is satisfied. If the franchise fees owed for 2003 are less than $85,000, the National Park Service will pay to the Concessioner any remaining amount owed within 90 days after acceptance by the National Park Service of the final Annual Financial Report under this contract or credit any amount still owed against any money owed to the National Park Service by the Concessioner. At such time as the purchase amount has been paid, Concessioner will pay franchise fees pursuant to section 9. Accordingly, Notwithstanding any other provision of this contract to the contrary, the Concessioner's possessory interest in all improvements on the effective date of this amendment is ($0) dollars. The Concessioner certifies that they are the sole owners of the three (3) employee dormitories; that no work or labor has been performed nor have any materials been furnished in connection with the three (3) employee dormitories which would entitle any person to a mechanic's lien under applicable law; that there is no outstanding deed, mortgage, lien, lease, contract or other instrument adversely affecting ownership of the three (3) employee dormitories.** "

2. In all other respects, the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals.

Executed in triplicate, at Anchorage, Alaska, this ~~26th~~ 6th day of ~~MARCH~~ May, 2003. – KA

GLACIER BAY PARK CONCESSIONS, INC.

BY: Gary L. Hibma
Gary Hibma
Chief Executive Officer
Glacier Bay Park Concessions, Inc.

ATTEST: Kevin M. Hill

BY: Kevin M. Hill

Title: Vice President, Operations

UNITED STATES OF AMERICA

BY: Marcia Blaszak
for Robert Arnberger
Regional Director, Alaska
National Park Service

Standard Day Tour Boat Itinerary

Depart Dock in Bartlett Cove: The first 15 minutes of the trip generally include the Captain's greeting, safety briefing and general trip announcements made by the ship's crew. Passengers are exploring the vessel – finding heads, beverages, binoculars, ranger information, open decks – and settling in.

Sitakaday Narrows: Sitakaday Narrows provides a good opportunity to see a variety of marine mammals. While in Sitakaday looking for animals and birds, the ranger introduces self, talks about the route of the day/highlights, and introduces the theme for the day.

South Marble Island: One hour to 1-1/2 hours after leaving the dock, the vessel is approaching South Marble Island. This is the place in the bay to see a myriad of nesting birds and an excellent chance of seeing Steller sea lions. The birds present in and around South Marble represent many of the species the passengers will be seeing over the course of the day. Just prior to arrival at the island, the ranger gives an in-depth bird identification talk lasting 10-15 minutes so passengers will know who and what to look for. Then, everyone is urged to get out on deck for viewing. Due to the sheer numbers of birds, all passengers will see something. If there are sea lions around, that just seems to be a bonus. Though it may be chilly, passengers are usually out on deck until the vessel begins to pull away from South Marble.

Transit: The transit from South Marble to North Sandy Cove offers passengers the opportunity to comes inside, warm up, sit down and talk about what they have just experienced.

North Sandy Cove: This intimate channel often offers rich wildlife viewing - bears, coyotes, eagles – off both sides of the vessel. As the boat must slow down to go through this passage, this is an excellent time to get people out on deck. Even without wildlife, visitors can get a good close look at bull kelp, the shoreline, the forest, etc.

[Possible camper drop-off stop at Mt. Wright]

Transit: As the boat transits across to Tlingit Point, passengers are starting to grasp the rhythm of the day, which is that there are highlights worth bundling up and getting out on deck for. But there will be time afterward to come inside, warm up and a little personal time.

Shoreline: Hugging the shoreline from Tlingit Point to Tidal Inlet can be productive for bears and eagles especially at low tide. This keeps people alert, though they can be watching from their tables inside.

Tidal Inlet: The stream at the entrance to Tidal Inlet can be a good place for wildlife: eagles, bears, even goats on the hill above. Large rafts of molting scoters are not uncommon. The view down the inlet is also impressive. This is a good place to get people out on deck looking.

Gloomy Knob: Immediately after Tidal Inlet, it is worth it to stay out on deck for a slow cruise past Gloomy Knob – a large dolomite dome of rock polished smooth by the glacier. While

admiring the glacial striations that eloquently tell the glacier story, visitors can also be on the lookout for mountain goats and seabirds.

[Possible camper drop-off stop at Queen Inlet]

Russell Cut: The passage between Russell Island and the mainland – Russell Cut – once again affords passengers with a close view of the shoreline off both sides of the vessel. Bears are not uncommon. The passage also affords an excellent view of another glacial feature. The large u-shaped valley below Mt. Abdullah features a v-shaped valley cutting into it.

Glacier Country: Following Russell Cut, the vessel is suddenly within "glacier country." The Grand Pacific and Margerie Glaciers come into view. Reid and Lamplugh glaciers are visible at a distance. Glacial ice drifts in the water. Excitement builds as the vessel is finally approaching tidewater glaciers. From this point to the glacier faces, passengers are usually excited and getting ready for their time at the glaciers. People bundle up, get their cameras/film, and start to head out on deck.

Glacier Approach: If ice conditions permit, the optimum approach is generally a slow counter-clockwise swing from the eastern shore of Tarr Inlet, past the face of the Grand Pacific to the face of Margerie.

Glacier Face: Time spent in front of the glacier is an absolute highlight with virtually all passengers out on deck the entire time. The ranger is off the microphone, allowing passengers to talk among themselves. If the vessel captain is willing to turn the engines off, passengers will be captivated by the glacial symphony if popping ice bubbles, excited birds and the booming thunder of the calving glacier.

Back down Tarr Inlet: After 30 minutes or more in front of the glaciers, passengers need to come in and warm up. Lunchtime falls somewhere in here. The west side of Tarr can be good for bear viewing, so it's nice to hug that shore and give people something to watch closely as they dine.

Johns Hopkins Glacier: Lunch is usually over by the time the vessel reaches the entrance to Johns Hopkins Inlet. If ice conditions permit, the vessel can make it's way up to Jaw Point for a distant view of Johns Hopkins Glacier. After June 30, the captain may choose to enter the inlet for a closer view, or may elect to make Johns Hopkins the primary tidewater glacier stop instead of Margerie.

Lamplugh Glacier: If ice makes viewing Johns Hopkins glacier impractical, the vessel can choose to linger in front of the Lamplugh Glacier. Though only tidewater at high tides, Lamplugh often offers a deeper blue ice front than is seen at Margerie or Johns Hopkins glaciers.

Reid Glacier: A few minutes south of Lamplugh Glacier, Reid Glacier looms on the starboard side of the vessel. Named after one of the park's early glaciologists and site of some early mining activity, this tidewater glacier has several options for rich interpretation.

Unstructured time: Following Reid Glacier passengers have been aboard for about six hours and have seen many of the day's highlights. Interpreters use this time to chat informally with people or to lead Junior Ranger activities. Things are quiet, but large wildlife is often spotted – bears, whales, sea lions, etc.

Note: The highlights from Gloomy Knob to Reid Inlet can be done in reverse if necessary to avoid other vessels or if weather conditions dictate. However, prior to Gloomy Knob vessel would be expected to be traveling north on the eastside of the bay. Traveling south, the vessel would be expected to be on the west side of the bay by the eagles' nest at Geikie Inlet.

[Possible camper drop-off stop at Sundew Cove near Hugh Miller Inlet]

Eagle nest at Geikie Inlet: For the past few years there has been a productive eagle nest on the north entrance to Geikie Inlet. Located in a cottonwood tree close to the shore and low enough on the hillside that visitors can usually see any activity in the nest, offering a rare glimpse into the lives of these birds. This is a good time to stop the vessel and get everyone out on deck. Usually everyone can find the nest and observe any activity – even with the naked eye. The shoreline that stretches from the nest around the corner into Geikie to the first stream – Oystercatcher Creek – often affords additional views of eagles. The stream itself is an active salmon stream and often attracts a variety of birds and large mammals, esp. in the latter part of the summer.

Interglacial stumps in Whidbey Passage: With the eagle's nest as a wake-up, passengers usually refocus on the trip as it winds down. During the passage through Whidbey Passage, they once again have land relatively close on both sides of the vessel. On the west side of the passage near the end of Drake Island, passengers can readily see the "interglacial stumps" – remnants of ancient forests. Once covered by ice but newly revealed since the last advance, these stumps embody Glacier Bay's story of change and renewal.

Sitakaday Narrows: Exiting Whidbey Passage, the vessel once again enters Sitakaday Narrows and passengers are encouraged to be looking for wildlife – whales, otters, sea lions, harbor porpoise, and a great variety of birds. Often time, passengers are out on the protected areas of the deck taking in their last sights of the bay.

Approaching Bartlett Cove: This is time to wrap up the day, complete commentary, collect personal articles and stop for wildlife viewing if time allows.

FUEL TRANSFER AND STORAGE FACILITY

OIL SPILL PREVENTION CONTROL

AND COUNTERMEASURE (SPCC) PLAN

GLACIER BAY NATIONAL PARK AND PRESERVE

P.O. Box 140

GUSTAVUS, ALASKA

Prepared for

UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

By

Michael Baker, Jr., Inc.
4601 Business Park Boulevard, Suite 42
Anchorage, Alaska 99503
(907) 273-1600

May 8, 2000

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SECTION 1 CERTIFICATION

A. MANAGEMENT APPROVAL

Full approval and implementation of this Spill Prevention Control and Countermeasure Plan (SPCC) is extended by management at a level with authority to commit the necessary resources.

Glacier Bay National Park

P.O. Box 140

Gustavus, Alaska 99836

Signature _____ Date _____

Name: Tomie Lee

Title: Superintendent

Telephone: 907-697-2232

B. CERTIFICATION

I hereby certify that I have examined the facility, and being familiar with the provisions of 40 CFR, part 112 attest that the SPCC plan has been prepared in accordance with good engineering practices. At the time of signing, the National Park Service (NPS) personnel at the Glacier Bay National Park and Preserve do not have the authority to commit the necessary resources as described in 40 CFR 112.7. Also note that this SPCC plan does not incorporate the changes made to the facility in 1999/2000 to construct a new fuel dock. This draft of the SPCC plan is being submitted for tertiary EPA review, and the NPS will resubmit when the authority on site to commit funds has been clarified within the NPS

Signature _____ Date _____

Name: Jalmer V. Alto

Registration No. CE 6741

State:Alaska

SECTION 2 PLAN REVIEW AND AMENDMENTS

A. PLAN REVIEW

The regulations require that the SPCC Plan be reviewed at least once every three years from the date that the SPCC Plan is implemented. Periodic plan reviews need not be conducted or signed by a Professional Engineer. A schedule for periodic review follows with completion dates indicated.

Due Date	Action	Completion Date	Signature
April, 1999	Rewritten to include new tank farm	April 30, 1999	_____
April, 2001	Review	_____	_____
April, 2004	Review	_____	_____
April, 2007	Review	_____	_____

B. AMENDMENTS

1. An SPCC Plan amendment will be necessary if the periodic plan review indicates there is more effective prevention and control technology that will:

   a. Significantly reduce the likelihood of a spill from the facility, and

   b. If such technology has been field proven at the time of the review.

If the above two conditions have occurred the SPCC Plan must be amended within six months of the review and implemented within six months of preparation.

2. Other than the periodic review process, there are two additional occasions when the SPCC Plan must be modified:

   a. When there is a change in design, construction, operation or maintenance that materially affects the facilities potential for the discharge of oil into the waters or adjoining shorelines.

   b. When the facility has an oil spill of 1,000 gallons or more into or upon waters of the U.S. or adjoining shores in a single spill event, or has had two discharges within a period of twelve months, each of which caused a sheen upon the waters of the United States or adjoining shorelines.

If the facility meets the requirements of facility modification, the SPCC Plan amendment will be completely and fully implemented within six months after the change occurred. Amending the SPCC Plan does not relieve the owner or operator of reviewing the plan every three years. The three-year review takes place as though the amendment never took place.

When there has been one or more spills (as stated above), the owner/operator of the facility will submit to EPA, within 60 days from the date of the spill, the information required in 40 CFR Section 112.4 (a)(1) - (a)(11), (7/1/89). This section of 40 CFR is provided in Section 17, part A III. Based on this information, a determination will be made by EPA, and an amendment may be required. Amendments required by EPA must be fully implemented within six months after the date the amendment becomes part of the SPCC Plan. (See 40 CFR Section 112.4 (e)). A Professional Engineer must certify all amendments.

SECTION 3 DESCRIPTION OF FACILITY

This Spill Prevention Control and Countermeasure Plan (SPCC) is for the petroleum transfer and storage facility located at Bartlett Cove in Glacier Bay National Park and Preserve. The SPCC supplements the park's Oil and Hazardous Substance Spill Prevention and Response Plan.

Bartlett Cove is located near the mouth of Glacier Bay at approximately 58°-27'-24" north latitude and 138°-53'-36" west longitude.

The facility at Bartlett Cove handles, stores and distributes petroleum products in the form of gasoline and no. 1 and no. 2 diesel oil. Commercially operated barges transfer fuel to the facility approximately every three weeks during the summer months and every other month during the winter. These barges generally contain approximately three-quarters of a million gallons of fuel. Product transfer is made from the tanker barge to on-shore storage tanks through piping under a 320 foot dock and both above grade and underground pipe on the shore to storage for final distribution. The fuel is stored in double-wall, underground fiberglass storage tanks with leak detection and the following capacities:

Gasoline	1 – 15,000 gallon tanks
	1 - 3,000 gallon overflow tank
Diesel Oil	5 – 20,000 gallon tanks
	1 - 3,000 gallon overflow tank

The facility has a total capacity of 18,000 gallons of gasoline and 103,000 gallons of diesel oil. The largest spill volume from a single source (worst case discharge) is 20,000 gallons of diesel oil from one of the diesel tanks.

Diesel and gasoline are dispensed to vessels at the fuel dock from three dispensers, one low volume gasoline dispenser, one low volume diesel dispenser, and one high volume diesel dispenser. The low volume dispensers operate at a nominal 10 gallons per minute (gpm) and the high volume dispenser operates at a nominal 37 gpm. The fuel is pumped to the fuel dock by transfer pumps located on the fuel pump module, which is located adjacent to the Utility Building (see Figure 3-1).

Diesel and gasoline are dispensed to vehicles and the fuel tanker truck at the fuel pump module from three dispensers, one low volume gasoline dispenser, one low volume diesel dispenser, and one high volume diesel dispenser. The low volume dispensers operate at a nominal 10 gallons per minute (gpm) and the high volume dispenser operates at a nominal 37 gpm. Transfer pumps located in the fuel pump module pump the fuel to the dispensers.

Other areas within Glacier Bay National Park and Preserve have heating fuel storage tanks that range in size from 275 gallons to 3,000 gallons. All the heating fuel storage tanks are aboveground tanks, and are filled by a fuel truck operated by the NPS. A complete list of all fuel storage tanks within the NPS Glacier Bay Facility is shown in Tables 3-1 and 3-2.

Table 3-1 New Tank Farm

TANK	PRODUCT	SIZE (Gallons)	AST	UST	CONTAINMENT TYPE	TIGHTNESS (Test Date)	RESPONSIBLE PARTY
TK01	Diesel overflow	3,000		X	Double-walled tank	New 1999	NPS
TK02	Gasoline overflow	3,000		X	Double-walled tank	New 1999	NPS
TK03	Gasoline	15,000		X	Double-walled tank	New 1999	NPS
TK04	Diesel	20,000		X	Double-walled tank	New 1999	NPS
TK05	Diesel	20,000		X	Double-walled tank	New 1999	NPS
TK06	Diesel	20,000		X	Double-walled tank	New 1999	NPS
TK07	Diesel	20,000		X	Double-walled tank	New 1999	NPS
TK08	Diesel	20,000		X	Double-walled tank	New 1999	NPS
TOTALS	**8 Tanks**	**121,000**	**0**	**8**			

Table 3-2 Above Ground Fuel Oil Tank Inventory

BLDG #	LOCATION	SIZE (Gallons)	AST	UST	CONTAINMENT TYPE	TIGHTNESS (Test Date)	RESPONSIBLE PARTY	AUDIBLE ALARM	Automatic flow restrictor/flow shutoff
GBA-6	Maint. Shop	1,100	X		Diked tank	new 11/95	NPS	No	Yes
GBA-8	Power Plant	3,000	X		Double-walled tank	11/95	NPS	Yes	No
GBA-10	Electric Shop	500	X		Double-walled tank	new 1998	NPS	Yes	Yes
GBA-12	Admin. Bldg.	1,500	X		Double-walled tank	new 1998	NPS	Yes	Yes
GBA-15	Water Plant	500	X		Double-walled tank	new 1998	NPS	Yes	Yes
GBA-31	Office	280	X		Double-walled tank	new 1998	NPS	Yes	Yes
GBA-78	Incinerator	1,100	X		Diked, housed	new 11/95	NPS	No	No
GBQ-3	Single Family Residence	550	X		Double-walled tank	New 1996	NPS	No	No
GBQ-4	Single Family Residence	500	X		Double-walled tank	new 1998	NPS	Yes	Yes
GBQ-5	Single Family Residence	500	X		Double-walled tank	new 1998	NPS	Yes	Yes
GBQ-9A & 9B	Duplex: Supt. & Chief Ranger	500 500	X X		Double-walled tank	new 1998	NPS	Yes	Yes
GBQ-75 76,77	Seasonal Housing	1,100	X		Diked, enclosed	new 05/94	NPS	Yes	No
GBQ-80	Single Family Residence	500	X		Double-walled tank	new 1998	NPS	Yes	Yes
9815-82147	Trailer	275	X		None		NPS	No	No
9815-11097	P.O. Trailer	275	X		None		NPS	No	No
GBL-71	Lodge Staff Dining/Housing	2,000	X		Double-walled tank, enclosed	New 1990	GBL	No	No
GBL-16	Main Lodge	3,000	X		Double-walled tank	New 1999	GBL	Yes	Yes
	Utility #1	3,000	X		Double-walled tank	New 1999	GBL	Yes	Yes
	Utility #2	3,000	X		Double-walled tank	New 1999	GBL	Yes	Yes
	Utility #3	3,000	X		Double-walled tank	New 1999	GBL	Yes	Yes
TOTALS	**21 Tanks**	**26,230**	**21**	**0**					

Insert Figure 3-1 Site Plan for Heating Oil Tanks Here

SECTION 4 SPILL HISTORY

The largest recorded spill volume at this facility was 100 gallons of fuel spilled caused by the failure of an injector system on one of the facility generators. There was also a spill of an unknown quantity of diesel, due to a fuel line failure in the generator piping. Both of these spills are in an area of the facility that is not included in the MTR. In 1980 fuel inventory records indicated a loss of approximately 20,000 gallons. Testing in 1990, and 1998 by the NPS, Shannon and Wilson, Terrasat, and Ecology and Environment indicated an elevated level of hydrocarbons in the area of the old tank farm.

The most frequent spills have occurred at the Bartlett Cove Dock and have been generally related to the refueling of vessels. Based on the recorded spill history of this facility, (Section 5.1.1.7) there are, on average, four to five incidents a year involving small quantities (<5 gallons, with the majority of spills < 0.5 gallons) of fuel. There has also been the occasional equipment failure leading to spilled hydraulic oil, etc. These incidents have been limited to the spills of generally small quantities (<5 gallons).

In April 1989 a spill occurred while transferring fuel into the underground gasoline tanks. Approximately 75 gallons of unleaded fuel was spilled through the vent onto the ground when the tank was overfilled. To prevent this from happening again, the storage tank vents are routed through a 3,000-gallon overflow tank before venting to atmosphere. If the storage tanks are now overfilled, the overflow tank will catch the extra fuel. Both the fuel oil and gasoline storage tanks have an overflow tank to prevent spills through the vents.

Spills associated with the Bartlett Cove Dock and minor land spills are listed in the following table.

Table 4-1 Spill History

Location	Date	Time	Volume	Cause	Corrective Action
Bartlett Cove Dock	07/20/80	1530	Sheen	Unknown.	Notified USCG
Bartlett Cove Dock	08/14/82	730	Sheen - Diesel	Leak from fueling vessel	Notified vessel owner.
Bartlett Cove Dock	08/29/82	1915	Heavy Sheen - Diesel	Unknown.	Inspected piping and vessel last fueled. Notified USCG.
Bartlett Cove Dock	07/02/87	1030	10 to 20 Gallons Diesel	Unattended nozzle during fueling.	
Bartlett Cove Dock	08/02/87	1045	2-cups - gasoline	Unknown	Absorbents used to collect spill.
Bartlett Cove Dock	05/03/89	1500	Sheen	Pumping of bilge while fueling.	Vessel told to stop pump. Vessel hand applied dispersent (soap).
Bartlett Cove Dock	08/11/89	845	< 1 Gallon - Diesel	Leak in fuel hose.	Stopped fueling. Swept sheen with absorbent pads.
Bartlett Cove Dock	08/17/89	1900	Sheen	Fueling operation	Investigated.
Bartlett Cove Dock	05/23/90	1900	4 to 8-Gallons - Diesel	Leaking Fuel Filter on Fueling system.	Stopped fueling. Used absorbent boom (5 each 10" x 10') and absorbent pads (350) to clean up spill. Filter o-ring replaced.
Bartlett Cove Dock	05/27/90	1430	Sheen	Unknown.	Investigated.
Bartlett Cove Dock	06/14/90	1430	< 1 Gallon - Diesel	Overfilling 55-gallon Drum at dock. Fueling operation unattended.	Stopped Fueling. Swept area with absorbent pads.
Bartlett Cove Dock	08/03/90	1630	Sheen w/ brown mousse	Vessel bilge.	Investigated.

Location	Date	Time	Volume	Cause	Corrective Action
Bartlett Cove Dock	07/14/91	800	5 - 10 Gallons - Diesel	Improperly installed fuel return line on vessel.	Stopped fueling. Used absorbent boom and absorbent pads to clean up spill.
Bartlett Cove Dock	05/27/92	1310	Sheen	Unknown.	Investigated.
Bartlett Cove Dock	05/28/92	1900	1-quart Diesel	Overfilling due to unattended operation.	Stopped fueling. Used absorbent pads to collect spill.
Bartlett Cove Dock	05/29/92	735	Sheen	Vessel bilge.	Investigated.
Bartlett Cove Dock	05/29/92	2100	Sheen	Unknown.	Investigated.
Bartlett Cove Dock	12/24/92	1100	1-quart Diesel	Leak in 4' Diesel line.	Contained drips in a bucket. Repaired coupling.
Generator Building	04/13/93	1530	Unknown	Fuel line break during pressure testing	Line Repaired. Area secured until cleanup and disposal plan developed.
Bartlett Cove Dock	05/16/93	1800	2-quarts - Hydraulic Fluid	Hydraulic line rupture on vessel during pressure testing.	Vessel skipper applied dispesent (soap).
Bartlett Cove Dock	08/14/93	1400	1-cup motor oil	Used oil filters leaking oil into and out of dumpster.	Removed filters. Cleaned dumpster and dock.
Generator Building	12/30/93	1610	100 Gallons Diesel	Failure of generator injector system.	Repaired generator. Used absorbent pads to clean surface.
Bartlett Cove Road	03/13/94	900	5-gallons Hydaulic fluid	Hydraulic line severed on truck.	Absorbent pads and sausage boom used to contain snow/rain run off. Contaminated snow and soil place in a collection pit in land fill.
Bartlett Cove Dock	05/14/94	1700	1 to 7 gallons	Leak in Vessel fuel system.	Depressured fuel system. Used absorbent pads to clean spill.
Bartlett Cove Dock	07/10/94	1115	1-gallon diesel	Overfilling due to unattended operation.	
Bartlett Cove Admin Parking Lot.	09/20/94	1855	1-gallon diesel on land. 1-quart into cove.	Unknown vehicle.	Sausage boom and absorbents used to contain and recover fuel.
Bartlett Cove Dock	05/25/95	815	1 gallon -Diesel	Vessel bilge.	Pumping stopped. Cleaned bilge.
Bartlett Cove Dock	06/07/95	1700	2-quarts - Diesel	Vessel bilge.	Pumping stopped. Cleaned bilge.
Bartlett Cove Dock	06/13/95	2000	2 to 3 quarts diesel.	Defective shutoff valve on fuel dispenser.	Dispenser shut down. Dock and wated cleaned with absorbent pads. Faulty valve replaced.
Bartlett Cove Dock	06/17/95	1650	1 pint Diesel	Vessel bilge.	Stopped pump.
Bartlett Cove Dock	06/21/95	1630	1/2-cup diesel	Vessel fuel vent.	
Bartlett Cove Dock	06/22/95	950	Sheen	Unknown	Investigated.
Glacier Bay Lodge	08/14/95	1245	5-gallons - Diesel	Cap not tighten on bus fuel tank.	Absorbent pads used to clean ground.

Location	Date	Time	Volume	Cause	Corrective Action
Bartlett Cove Dock	09/08/95	910	Sheen	Dropped fuel nozzle.	Absorbent pad used to clean surface.
Bartlett Cove Dock	09/13/95	1330	Sheen	Residual fuel in nozzle	Sausage boom and absorbents used to contain and recover fuel.
Bartlett Cove Dock	06/11/96	1100	1/2 cup - diesel	Overfill of vessel	Absorbent pads and dispersent (soap)
Bartlett Cove Dock	06/18/96	955	1/2 cup - diesel	Vessel generator	
Bartlett Cove Dock	06/18/96	1100	teaspoon - diesel	Vessel fuel vent.	Owner used dispersent (soap)
Bartlett Cove Dock	06/28/96	1645	1/2 cup - diesel	Vessel fuel vent.	Owner used dispersent (soap)
Bartlett Cove Dock	07/19/97	1715	1 to 4 cups - gasoline	Vessel fuel system	Absorbents used to collect spill.
Bartlett Cove Dock	07/30/97	1100	sheen	Unknown	Absorbents used to collect spill.
Bartlett Cove Dock	07/31/97	1100	1 to 2 cups - diesel	Repair to vessel fuel line.	Absorbents used to collect spill.
Bartlett Cove Dock	08/13/97	1820	1 to 2 gallons - diesel	Faulty valve on fuel dispenser.	Absorbents used to collect spill.
Bartlett Cove Dock	10/13/98	1600	1-quart Diesel	unknown	Investigated.

SECTION 5 SPILL POTENTIAL

Product leaks and spills generally occur for one of three reasons:

- Human negligence and error.
- Equipment failure.
- Preventable and unpreventable transfer accidents.

The facility at Glacier Bay has potential for spills in five separate areas of operation:

- Product transfers from the marine barge.
- Pipe lines from the dock facility to the storage tanks.
- Underground storage tanks.
- Dispensing of fuel on dock or on shore to vehicles or vessels.
- Pipeline from the storage tanks to the dispensers.

This plan and the Facility Response Plan discuss measures to be taken to prevent, contain, and clean-up discharges of fuel to the environment.

The largest spill volume from a single source (worst case discharge) is 3,000 gallons of diesel oil.

SECTION 6 UNDERGROUND STORAGE TANKS

Referencing 40 CFR 112.7(e)(2)(ii, iii(A-D)): (ii) The secondary containment for the underground bulk tanks is integral to the tank structure. These tanks are designed as a “tank within a tank”, the impermeable outer shell acting as the containment system for the inner tank. There is no possibility of rainwater or runoff water entering the space between the inner and outer shells. Both shells are manufactured with fiberglass. (iii)(A) There is only one penetration into the space between the inner and outer tank shells for an interstitial sensor. This sensor will alarm (audio and visual) if there is fluid in the interstitial space (the sensor is placed at the bottom of the space). (iii)(B) There is no rainwater drainage from the space between the tank shells. (iii)(C) There is no bypass valve. (iii)(D) There are no drainage events, so no records will be maintained for drainage events.

Referencing 40 CFR 112.7(e)(2)(iv): There are no buried metallic bulk tanks at this facility. All of the buried bulk fuel tanks at this facility are manufactured of fiberglass.

The underground storage tanks at the fuel tank farm are double walled fiberglass tanks with integral leak detection sensors located within the interstitial space between the two tank walls. All penetrations into the inner tank are contained within a 48-inch diameter fiberglass riser containment structure. Tanks have been installed in accordance with manufacturer's recommendations. The leak detection probes are connected to a panel located within the control building adjacent to the fuel pump module. A leak into any tank's interstitial space will trigger both an audible alarm and alarm light on the pump module. The Veeder-Root leak detection monitoring panel will indicate which tank has triggered an alarm.

Referencing 40 CFR 112.7(e)(2)(v): There are no partially buried metallic tanks at the Glacier Bay Facility.

Referencing 40 CFR 112.7(e)(2)(vi): A complete list of all heating oil tanks at the Glacier Bay NPS facility are shown in Table 3-2. These tanks will be inspected as stated in the Facility Response Plan required by 40 CFR 112.20. A sample above grade Tank Inspection Checklist has been provided in Section 20. All completed forms, and logs will be maintained in the Facility Response Plan.

Referencing 40 CFR 112.7(e)(2)(vii): There are no internal steam coils in any of the tanks at this facility.

Referencing 40 CFR 112.7(e)(2)(viii): All of the underground bulk fuel storage tanks have been engineered in accordance with Alaska State Regulation 18 AAC 78 *Underground Storage Tanks*. The tanks and fuel piping were installed by a Tank Installer certified under Alaska State Regulation 18 AAC 78.

Referencing 40 CFR 112.7(e)(2)(viii)(A-E): (A) Overfill protection for the tanks is provided by three separate systems. Each tank is equipped with an inventory probe that will trigger an audio and visual alarm through the Veeder-Root monitoring panel at both the 90% and 95% fill level for each tank. Each bulk fuel storage tank is also fitted with a mechanical level dial gauge that indicates the fluid level in the tanks. The third overfill protection system for the bulk fuel storage tanks are two 3000-gallon overflow tanks located within the tank farm, one diesel and one gasoline. Should any bulk fuel sorage tank be overfilled during the filling process, the fuel will flow into the vent/overflow piping and into the overflow tank. At normal filling rates, this allows approximately five minutes for the operating personnel to shut valves and stop the filling process. Filling procedures for the bulk fuel storage tanks require that the tanks not be filled beyond the 90% full level. Overflow tanks are normally empty and would be emptied within 24 hours following an overfilling event. (B) The pumps that fill the tanks are located on the fuel barge and there is no automatic pump shutoff device. (C) The pump shutdown is communicated by radio from NPS personnel at the fuel facility, and the barge personnel at the barge. (D) The Veeder Root inventory probes and controller can be considered “fast” response system to detect the oil level in each of the storage tanks. The Hersey clock level gauges also give a fast response to the tank fluid level. (E) Regular testing of the liquid level gauges/transmitters in the bulk fuel storage tanks is based on the tertiary system of comparing hand gauging, Hersey clock gauge, and Veeder-Root inventory probe fluid levels.

Fuel tanks shall be subjected to monthly inventory control as required by EPA regulations. The EPA publication, “Musts for USTs,” in Section 17, part B lists acceptable monthly monitoring methods. Adequate records of all deliveries and dispensements will be kept in an updated order to assist in the detection of product loss.

All underground fuel piping associated with the fuel tank farm is double-walled fiberglass pipe with integral interstitial space leak detection. Any leak from the inner piping into the external pipe will trigger an audible and visual alarm from the Veeder-Root control panel at the pump module. All aboveground piping will be monitored visually on a monthly basis and all leaks will be promptly repaired.

SECTION 7 SPILL PREVENTION — ABOVEGROUND

Dispensing areas are used to transfer fuel and due to their frequent use are susceptible to spills. Since most spills are caused by human error, the following preventive measures will be adhered to:

1. All controls for pumps will be locked individually, locked within a cabinet, or behind a locked door to prevent the pumps from being turned on by unauthorized persons.
2. All fuel dispensers are controlled by a key card system. Fuel can only be dispensed through proper use of this system with an authorized key card.
3. Instructions posted at the dispensers will specify that all persons dispensing fuel must stay in attendance during the entire fueling operation.

Accidents can still occur in spite of these controls, therefore, containment booms are provided at the fuel dock to contain spills that may occur onto the water at this location. Storage compartments are provided on the dock for quick deployment of the boom. Table 7-1 indicates spill containment and retrieval equipment and materials that are available at the facility. Figure 7-1 indicates the location of the equipment shown in Table 7-1.

All above ground fuel piping and tanks will be inspected a minimum of once per month to detect leaks. Any leak detected will be immediately repaired or the piping, tank drained and taken out of service until a repair or replacement can be made. As part of the preventive maintenance program established by the NPS, all of the above grade fuel piping for the Fuel Facility will be visually inspected on a monthly basis. As part of their duties, all of the NPS and Concessionaire personnel will be responsible for checking for possible a fuel leak. The sample inspection forms can be viewed in Section 2. The completed forms, and record will be maintained in the Facility Response Plan.

Referencing 40 CFR (e)(2)(x): All oil leaks from any tanks or piping will be promptly corrected.

Because the installation of structures and equipment is practicable at this facility, and the equipment required under 40 CFR 112.7(C) is shown below, the requirements of 40 CFR (d)(1) (a strong oil spill contingency plan following 40 CFR 109) is not required. In addition, this facility has established a Facility Response Plan as required by 40 CFR 112.20 and 33 CFR 154 Subpart F.

BARLETT COVE SPILL RESPONSE EQUIPMENT LIST & LOCATION
TABLE 7-1

March 1999

Location	Item Description	Amount	Time	Operations Status
Boat Dock	Deflection Boom, 34" yellow with slide & pin connectors	1,800' (enough to encircle dock)	<1 hour	Ready
Fuel Storage Bldg by Tank Farm	Mini Boom, SS-500, 4 booms/bale, 5" dia by 10'	3 bales (120')	<1 hour	Ready
Fuel Storage Bldg by Tank Farm	Sorbent Matt, SS-150	2 bales	<1 hour	Ready
Fuel Storage Bldg by Tank Farm	Sorbent Pads, 17" by 19" sheets, 3M, 100 sheets/bale	14 bales	<1 hour	Ready
Fuel Storage Bldg by Tank Farm	Type 270 Boom	4 booms 10' x 8" (40')	<1 hour	Ready

Location	Item Description	Amount	Time	Operations Status
Fuel Barge "Petrel" @ Bartlett Cove	Deflection Boom, 34" yellow with slide & pin connectors	3 segments	1 hour	Ready
At Blue Moose Cove October to May	Mini Boom, SS-500, 5" dia. by 10'	4 booms (40')	1 hour	Ready
At Blue Moose Cove May to October	Sorbent Pads, 17" by 19", 100 sheets/ bale	½ bale	1 hour	Ready
At Blue Moose Cove May to October	Diesel America 3" Trash Pump, Model 3S5 with end hose lengths 25', 30' & 47' (300gpm)	1 each	1 hour	Ready
At Blue Moose Cove May to October	Floating Hale Pump with hose for fire	1 each	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Mini Boom, SS-500, 5" dia. 10', 4 booms/bale	5 bales plus 3 slightly used booms (200' + 30')	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Power Sorbent booms, 3M Type 270 with string ties and loop connectors, 4 booms/ bale, 1(800)243-4630 I.D.# 98-0711-0633-4 (there are 2 bags with 3 booms each of similar white sorbent material) 8" x 10'	11 bales (440') 6 booms (60')	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Sorbent matting: Type 212 matt: Type 222 matt (16"W): Type SS150 matt (36"x 150' x 3/8"):	13 rolls total 6 rolls 1 roll 6 rolls	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Sorbent Sweep, 21" by 100', T126, ID# 98-0711-0196-2	10 Bags	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Sorbent Pads, 17" by 19", 3M type 151, 200 sheets/bale, ID# 98-0711-0197-0	26 Bales	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Black Rubber Bladder, 1140 gallon with 4" plastic pipe thread, Eldred Environmental & Export Co., Ltd. (309)787-3640	1 each	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Mustang Suits (PFD)	4 each	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Flame resistant coveralls	1 box	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Rubber boots	14 pair	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Tyvek Tops	23 each	1 hour	Ready

Location	Item Description	Amount	Time	Operations Status
Connex Box @ Power Plant# USA 2210	Tyvek Pants	27 each	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Goggles	1 pair	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Gloves	12 pair	1 hour	Ready
Power Plant Cold Storage Room	Sorbent Pads, 16.5" by 20", New Pig, 200 pads/bale	16 bales	1 hour	Ready
Power Plant Cold Storage Room	Diesel America 3" Trash Pump, Model 3S5 with end hose lengths 25', 30' & 47' (300 gpm)	2 each	1 hour	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Overpack drums (steel), 85 gallon, removable top, model 1AZ DOT Speck.	6 each	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Overpack Drum Liners, 4 mil, 50 bags/box	1 box	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Kepher 8” x 12” Seacurtain boom (model BHD 81208RF) ASTM Connections	1000 ft.	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Tow Bridles for Kepner Seacurtain boom (ASTM)	2 each	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Boom Connector Adaptors, Universal	2 each	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Danforth Anchors, 22 lb w/ 10’ x 3/8“ Galv. Chain, connectors, and snap hooks.	12 each	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Tow lines 5/8” x 100’, w/ stainless steel Thimble and snap hooks.	2 each	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Anchor ropes, ½” x 100’ w/ss thimbles and snap hook	33 each	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	A-1, cane buoys, w/ 3/8 x 10’ nylon line and ss snap hook	12 each	2 hours	Ready

Location	Item Description	Amount	Time	Operations Status
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	3/8 “ 3-strand braided nylon line 600’/spool	1 spool	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Sorbent Pad Hand Wringer	1 each	2 hour	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Sorbent Pad, 18” x 18”	40 Bundles	2 hour	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Sorbent boom, 5” x 10’	25 Bundles (250’)	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Sorbent Sweeps, 18” x 20”	15 Bundles	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Lift bags 35” x 35” x 35” (model 2000) w/ galv. Snap hooks	2 each	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Lift Bag Poly liners, 4 mil (72” x 132”)	4 each		Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Cargo Strap, Ratchet Assembly (2” x 12’)	5 each		Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Cargo Strap, Ratchet Assembly (2” x 16’)	4 each		Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	American Padlock w/keys	1 each		Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Concrete piers	4 each		Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Tool Box w/ assorted tools	1 each		Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	3/8 “ 3-strand braided nylon line 600’/spool	1 spool	2 hours	Ready

Location	Item Description	Amount	Time	Operations Status
Fire Cache @ Headquarters Area	Diesel America 3" Trash Pump, Model 3S5 with end hose lengths 25', 30' & 47' (300gpm)	1 each	1 hour	Ready
Trailer at Park Landfill	Deflection Boom, yellow 34" with slider and pin connectors, made by: Containment Systems 605 Townsend Road Cocoa, FL 32926 1(800)282-4584	11 sections in black nylon bags (750')	1 hour	Ready
Park Landfill	Deflection Boom, 24" yellow (old and torn)	About 800'	2 hours	Ready
Containment pad adjacent to fuel tank farm	2,000 gallon tanker truck	1 each	15 min	Ready
Boat Dock, April to May	15.5' Boston Whaler Boat	1 each	30 min	Ready
Park Maintenance Shop	Front End Loader Caterpillar IT-18	1 each	30 min	Ready

Insert Figure 7-1 Equipment Location Here

SECTION 8 SPILL PREVENTION — UNDERGROUND

Corrosion is one of the main causes of leaks from underground storage tanks and piping. This problem has been addressed at this facility by installing double-walled fiberglass tanks and piping for all underground storage or transport of fuel. Fiberglass is completely resistant to corrosion from external sources and is fully compatible with the fuels that will be stored at this facility.

The double-walled configuration of the tanks and piping coupled with integral interstitial leak detection provides a high level of protection from leaks resulting from cracks, joint failure, or other structural problems. Should a leak occur in the inner tank or pipe wall, the fluid would be contained in the outer or secondary tank or pipe wall, and an alarm would be triggered through the Veeder-Root monitoring panel. Any tank or piping with a crack or other structural problem would be immediately taken out of service, and repaired or replaced.

SECTION 9 FACILITY DRAINAGE

Surface runoff from the oil storage facility area will flow as shown on Figure 9-1. The grading of the Fuel Facility site was established to direct runoff water in the direction of the beach. Surface runoff from the tank farm area is directed towards a catch basin, then into a culvert to cross the approach road. In the case of a major spill, in the tank farm area, product that was flowing over the ground could be trapped at the catch basin by using boom, and absorbent pads. As a precautionary measure, the out fall of the culvert could be protected by more boom and absorbent pad. It should be noted that the native material in the tank farm area is sand and silty sand, so there would not be large quantities of product flowing over the ground surface. The larger portion of a major spill would percolate directly into the existing soil Subsurface flow from the facility is toward Bartlett Cove. The speed of the flow is unpredictable due to the variable nature of the unconsolidated underlying moraineal material.

Because of the large amounts of precipitation received at Glacier Bay throughout the year, the construction of man-made dikes for containment around the storage facility area is impractical. Referencing 40 CFR 112.7(e)(1)(i-v): (i) There are no diked storage areas at the main fuel facility and therefore (ii) there are no valves to control water flow from diked areas. (iii) There are no catchment basins. (iv) The system has been properly designed. (v) There are no mechanical pumps for the drainage system.

Referencing 40 CFR (e)(2)(ix): The facility does not discharge directly into navigable waters. The NPS does have an oily water separator at this facility. The inlet and discharge of the oily water separator have valves that can be closed in the case of a rupture of spill from the NPS fuel truck. The oily water separator was manufactured to contain the maximum capacity of fuel spilled from the fuel truck. The discharge of the oily water separator is a gentle hill covered with grasses, tress, and other natural vegetation.

Referencing 40 CFR (e)(2)(xi): There are no mobile or portable oil storage tanks at the facility. However the NPS does have a 2000-gallon fuel truck that is used to fill the heating oil tanks at the facility. This vehicle does not fill marine vessels. At the onshore vehicle fueling area, a reinforced concrete containment pad with a six-inch curb is provided to contain any minor or major spills during spills. The containment pad contains a center drain that is piped to an oily water separator. The oily water separator is designed to produce an effluent with no more than 15 ppm hydrocarbon content. A separate containment pad, also piped to the oily water separator is provided as a parking area for the Park Service fuel truck.

Figure 9-1 Glacier Bay Spill Response Site Drainage

SECTION 10 FACILITY TRANSFER AND PUMPING OPERATIONS

All transfer operations (loading and unloading) will meet the requirements of the Department of Transportation and United States Coast Guard (USCG).

Product transfer is made from tanker barge to on-shore storage tanks through two 4-inch diameter schedule 40 steel pipelines aboveground and double-walled fiberglass pipes with integral leak detection below ground. Each line has a main valve located at the tanker barge connection point, a quarter turn shutoff valve below the dock at the pier/dock connection, and a main valve located at each storage tank. Check valves for each product line are located at the dock terminus near the tanker barge connection point.

Dispensers for gasoline and diesel fuel are located on the fuel dock and adjacent to the pump module near the Utility Building. When the pump module is activated by either of the card readers, fuel may be transferred to marine vessels at the fuel dock and to vehicles at the pump module.

The facility is operational year-round with major usage of fuel occurring in the summer visitation period of May to September. Glacier Bay Lodge, Inc. during the summer months sells fuel to the public and commercial interests from the dock facilities. The NPS operates the shore facility year-round. Fuel consumption includes vessels, vehicles, primary power generators, and furnaces for heat. The amount of fuel dispensed monthly from the storage facility is as follows:

Summer	Gasoline	9,000 - 10,000 gallons/month
	Fuel Oil	35,000 - 40,000 gallons/month
Winter	Gasoline	400 - 600 gallons/month
	Fuel Oil	6,000 - 7,500 gallons/month

Fuel oil is delivered by barge approximately ten times per year. NPS personnel receive bulk petroleum products. Three Park Service employees along with tanker personnel are required for each transfer operation. Before the transfer of product is started, a NPS personnel will perform an inspection of the facility, equipment, fire control, and oil containment supplies.

Prior to the transfer operations, a meeting is held between NPS personnel and the tanker personnel to discuss transfer procedures and to sign the Declaration of Inspection. During the transfer operation, two-way radio communication is maintained between tanker and shore personnel watching the tank gauges.

Emergency shutdown procedures have been established and are rehearsed before each barge delivery.

All fuel is dispensed from the storage tanks through fuel dispensers. Control of fuel flow is located at the dispensers providing full and continuous control of transfer operations. Filling operations for land vehicles takes anywhere from a few minutes to 45 minutes. Filling operations for marine vessels takes anywhere from a few minutes to several hours depending on the size of the vessel. The importance of attendance while filling vessels shall be impressed upon all fuel operators.

Referencing 40 CFR (e)(3)(i): All of the buried fuel pipelines at this facility are double walled fiberglass pipe. This pipe was installed new during the summer of 1999.

Referencing 40 CFR (e)(3)(ii): The pipeline terminal connections at the dock and at the facility are marked as to origin, and are always in service.

Referencing 40 CFR (e)(3)(iii): The pipe supports for the above ground pipe have been properly engineered to minimize abrasion and corrosion, and do allow for thermal expansion and contraction. See the Facility Drawings Appendix of the Operations Manual in Section 17.

Referencing 40 CFR (e)(3)(iv): As part of the preventive maintenance program established by the NPS, all of the above grade fuel piping and valves for the Fuel Facility will be visually inspected on a monthly basis. As part of their duties, all of the NPS and Concessionaire personnel will be responsible for

checking for any fuel leaks. In accordance with 33 CFR 154.170 the fuel piping will be fluid pressure tested on an annual basis.

Referencing 40 CFR (e)(3)(v): There is no vehicular access to the above grade fuel piping at this facility.

SECTION 11 FACILITY TANK TRUCK LOADING

The NPS has a 2000-gallon fuel truck used to deliver heating fuel to the above ground tanks in the Bartlett Cove area.

Referencing 40 CFR Part 112.7 (e)(4)(i): All of the tank truck loading/unloading procedures meet the minimum requirements of the Department of Transportation.

Referencing 40 CFR Part 112.7 (e)(4)(ii): The fuel truck is filled while parked on a fueling pad. This concrete pad has a six-inch high concrete containment wall on all sides. The pad is sloped towards the center with a drain that is piped into an oil water separator through a fiberglass catch basin. The fiberglass catch basin has valves for each of the lines leading into the catch basin. There is a secondary parking pad of similar construction and design for parking the tank truck while it is not in use. This parking pad is also piped into the fiberglass catch basin. The catch basin is piped into the oily water separator described in Section 9.

Referencing 40 CFR Part 112.7 (e)(3)(iii): The fuel truck is equipped with safety fueling features which do not allow the valves on the truck to be operated without setting the parking brakes.

Referencing 40 CFR Part 112.7 (e)(3)(iv): Prior to filling and departure of the truck, the lower most drains on the tank truck will be inspected for leakage.

SECTION 12 INSPECTIONS AND RECORDS

As part of the preventive maintenance program established by the NPS, all of the above grade fuel piping and valves for the Fuel Facility will be visually inspected on a monthly basis. As part of their duties, all of the NPS and Concessionaire personnel will be responsible for checking for possible a fuel leak. In accordance with 33 CFR 154.170 the fuel piping will be fluid pressure tested on an annual basis.

For the below grade tanks at the Fuel Facility, the riser covers will be opened on a monthly basis (as a minimum), and before each fuel transfer from a barge to inspect the tank connections and piping for leaks. Any leaking fittings shall be repaired immediately, fuel will not be transferred to or from the tank with the leaking fittings. The Tank Inspection Checklist (Section 21) will be filled out for each tank at the time of inspection. The inspection will be logged in the Tank Inspection Log form (Section 21).

For the above grade heating fuel tanks located around the Park areas, a visual inspection of the tank will be performed before and after the tank is filled. This will be recorded on the Tank Inspection Checklist, and logged on the Tank Inspection Log. At the same time, a visual inspection of the secondary containment will be preformed and recorded on the Secondary Containment Checklist (Section 21), and logged on the Secondary Containment Log form (Section 21).

All USCG and EPA inspection records will be maintained in this section of the SPCC plan. As well as the hydrotest records for the piping and any other testing records for the facility.

The appropriate supervisor or inspector will sign inspections and records required in previous sections of the SPCC Plan. These shall be included in the Plan and will be maintained for a period of three years.

SECTION 13 SECURITY

The tank farm is fenced and locked around its perimeter. All master flow and drain valves are locked when the facility is unattended. The pumps and dispensers are locked to prevent unauthorized use. Barge loading and unloading connections are equipped with check valves and capped to prevent flow out of the tanks when not is use. The barge loading and unloading connections are within a 112-gallon containment structure, which is locked when not in use.

The storage area is locked and illuminated sufficiently so that routine security patrols could detect an oil spill or acts of vandalism, if such occurred.

SECTION 14 PERSONNEL TRAINING

All personnel will be instructed and rehearsed in the following spill prevention and countermeasure procedures.

1. No tanks or compartments are to be filled without prior checking of reserves.
2. No pump operations are to occur unless pump is attended continuously.
3. Warning signs will be displayed to check for line disconnection before vehicle departures.
4. Instruction sessions will be held on oil spill prevention, containment, and retrieval methods, and a 'dry-run' drill for a spill incident will be conducted yearly. A record will be kept to document the training including a list of all attendants and a brief description of what was covered.
5. Instructions and phone numbers will be published and posted at the office to report a spill to EPA, USCG, the State of Alaska, and local agencies.
6. Instructions and regulations will be posted conspicuously relating to oil spill prevention and countermeasure procedure.
7. Prevention briefings to assure adequate understanding of the SPCC Plan and Operations Manual for the facility will be scheduled and conducted on periodic intervals (minimum-quarterly). A record will be kept to document the briefings including a list of all attendants and a brief description of what was covered.
8. All operating personnel will receive operating procedure training at least yearly. Training shall be documented and a list of current personnel retained in a file. No person who is not current in training shall operate any component of the system.

Glacier Bay National Park and Preserve is a year-around operation with two-thirds of the fuel transfers taking place in the months of April through September. More than half of the park's staff is seasonal and work April through mid-October.

Initial training shall consist of 40 hours of Hazardous Materials training for supervisors and 24 hours for workers involved with fuel transfers and cleanup. Three hours of hands-on equipment training (excluding fire truck training) and a three-hour exercise in boom deployment will be included in the initial training.

An annual 8-hour refresher will be attended by all NPS response personnel. The refresher will include six hours of classroom covering response procedures and mitigation/remediation methods and requirements. Training will include OSHA standards for emergency response personnel (29 CFR, 1910.120). Situation simulations will comprise two hours of training with student participation and interaction in determining most effective response strategies. Two hours of instruction and equipment familiarization training will be conducted each year during which equipment shall be inspected, handled, explained, and use/deployment discussed.

The Hazardous Spill Response Team will plan and coordinate all training. The training will be recorded by filling out a Case Incident Report Form. The report will be entered into the National Database System for Case Incident Report System (CIRS). One copy will be placed in an appendix of the plan. Training will be documented and records maintained for a period of three years. Documentation of training will be kept in personnel folders for a minimum of three years.

Volunteers with the local Gustavus Emergency Response Group (GER) and Gustavus Dray will be invited to participate in training exercises. Volunteers will also need to have Hazwoper training. Many employees with Gustavus Dray and GER have the 40-hour Hazwoper training. The NPS will invite these individuals to attend the annual 8-hour Hazwoper refresher course offered at park headquarters each spring.

Drills will be conducted periodically and shall be unannounced. A drill will be conducted once each operating season in boom deployment and petroleum recovery. Supervisors and other designated response personnel will participate in deploying the boom. Tabletop spill management drills will be conducted annually among the qualified individuals of park management and key staff. A drill that

exercises the plan including deployment of equipment and crews, and mock notification of listed entities will be conducted a minimum of once every year. Employees with Gustavus Dray participate in NPS boom deployment exercises every year, in part because they use the same boom for an incident at their facility. NPS staff will participate in USCG drill exercises and exercises in the Gustavus area when the opportunities occur.

Records of drills will be maintained a minimum of three years at Park headquarters.

SECTION 15 NOTIFICATION ROSTER

The following notifications shall be made immediately upon discovery of a fuel spill from the Bartlett Cove Fuel Transfer and Storage Facility:

- Call a member of the park's HSRT. The names and numbers of these individuals shall be posted at prominent locations throughout Bartlett Cove.

- Radio communication to park headquarters is available via Single Side Band, 3277 kHz and marine VHF, channel 16. Call KWM-20 Bartlett Cove on channel 16.

Hazardous Spill Response Team

Forrest Weldon, General Equipment Foreman

Work Phone	(907)697-2689
Home Phone	(907)697-2805
Radio Call	601

Rick Perkins, Park Ranger

Work Phone	(907)697-2632
Home Phone	(907)697-3037
Radio Call	211

Lewis Sharman, Coastal Ecologist

Work Phone	(907)697-2623
Home Phone	(907)697-2304
Radio Call	31

Eileen Harpell, Administrative Officer

Work Phone	(907)697-2617
Home Phone	(907)697-2389
Radio Call	110

- The HSRT member notified shall immediately notify members of the Park Responder Team to deploy initial containment. This list shall be updated yearly with seasonal personnel and their qualifications. This list is maintained by the HSRT and each team member shall have a copy.

- Contact the Qualified Individual (QI) or Alternate QI for the Facility Response Plan:

  Forrest Weldon, General Equipment Foreman (QI)

  Office Phone (907)697-2230
  Home Phone (907)697-2805
  Radio Call 601

  Rick Perkins, Park Ranger (Alternate QI)

  Office Phone (907)697-2230
  Home Phone (907)697-3037
  Radio Call 211

- A member of the HSRT, or designated person, shall make the following notifications:

  National Response Center
  USCG
  State of Alaska
  NPS

- The Regional Spill Coordinator shall notifiy the NPS Washington Response Coordinator when appropriate.

Ernest K. Ralston, P.G.
DOI-NPS Environmental Response, Planning and Assessment Unit
Oil and Hazmat Emergency Response Coordinator
1849 C Street, N.W., Room 1210-MIB
Washington, DC 20240

Direct Telephone: (202)273-3431
Facsimile: (202)208-4260
Emergency 24-hour: (888)614-0672
Cell Phone: (703)505-0275

- Call National Response Center:

  Spill reporting (800)424-8802

  - Call National Park Service, Alaska System Support Office:

    Regional Spill Coordinator (907)257-2648

    After hours at: (907)345-4550

- Call United States Coast Guard:

  Operations Center: (907)463-2000, open 24 hours, 7 days a week

  Marine Safety Office (907)463-2450

  Commanding Officer
  Marine Safety Office
  2760 Sherwood Lane, Suite 2A
  Juneau, Alaska 99801

- Call State of Alaska:

  Department of Environmental Conservation

  (907)465-5340 in Juneau

  (907)723-8966 in Juneau after hours

  (800)478-9300 alternate after hours contact

- Additional Emergency Numbers:

State Fire Marshall	(907)269-5491
State Troopers (Juneau)	(907)465-4000
Water Supply Operator	(907)697-2630
Weather Report	(907)790-6850
Bartlett Regional Hospital	(907)586-2611
Local Response Team (NPS)	(907)697-2230
NPS Fire Coordinator	
Chuck Young	(907)697-2230
LEPC	N/A

SECTION 16 CONTAINMENT AND CLEANUP TECHNIQUES

Containment and countermeasures are defensive responses to be initiated as soon as possible after discovery and notification of a spill. Due to the unique nature of each discharge, the method of containment and cleanup is left to the discretion of the on-site coordinator. Depending on the circumstances, these may include the placing of physical barriers to control the spread of the spillage, the placement of booms to protect onshore areas, and the use of sorbents or other materials to mitigate the effects of a spill.

Containment of the pollutants is the first major activity in a pollution control situation. The ability to confine a spill in the area immediately adjacent to the source at the earliest possible moment is of great importance.

Source control of the spill should begin simultaneously with the containment operation. Source control is as important as containment. The origin of the material being discharged should be determined and additional quantities prevented from spilling. While each case must be considered individually, some examples of source control are: closing valves to stop the flow of oil from a ruptured pipeline, pumping out a storage tank to prevent further discharge, or erecting earthen dikes to prevent a discharge occurring on shore from entering the water.

There are several containment techniques available. The first to be considered is the pre-existing barriers that may sometimes be used for this purpose, such as dams, ships, dikes, and breakwaters. It may be possible to use a channel or streambed as a containment area by damming it at some point. Not many locations can be protected this easily and it is generally necessary to resort to artificial barriers which may consist of logs, inflated fire hoses, and other makeshift devices or specially designed floating booms.

A more effective barrier is a floating plastic or absorbent boom especially designed for the purpose of containing floating material on the surface of the water. This type of equipment is light in weight and easily handled. It is flexible enough to conform to wave and current shapes making it useable in moderate weather conditions.

When manufactured boom is not available, improvised barriers may be constructed. Straw boom can be built by tying together bales of straw. The downstream sides of the bales should be covered with polyethylene to prevent oil seepage. Sorbents or straw can be spread along the upstream side of the barrier to enhance the boom effectiveness. A filter fence can be constructed of wire fencing with straw spread across the full width of the structure.

Accessibility is probably the most important requirement for the selection of deployment and sequential recovery locations. The first boom or containment device should be deployed as near as possible to the source to minimize possible environmental damage. Additional boom should be located at distant stages starting from the most distant edge of the pollution.

The removal of the pollutant from the water, the restoration of the environment to its pre-spill condition, and the disposal of materials recovered in clean-up are the primary responsibility of the polluter. Removal of the pollutant must proceed as rapidly as circumstances permit since containment measures may not fully contain the spill or they may fail altogether.

For spills of oil the primary method of recovery should be mechanical removal to a storage container for recycling. Sorbent materials should only be used on a limited basis for small spills and final clean-up of large ones. It is not desirable to take spilled material from one part of the environment (water) and purposely place it in another (soil, ground water, etc.).

Proper disposal may be one of the last steps in the spill response. Methods of disposal should all center on the idea of returning the pollutant to stable surroundings. Any contaminant carelessly disposed of may eventually find its way to nearby ground or surface water. Pollutants and contaminated materials recovered in cleanup operations will be disposed of in an environmentally safe manner conforming to state and federal requirements.

It is important to detect, locate, and eliminate underground contamination. Petroleum products in the soil can reach ground water sources. Small contaminated areas should be excavated and the soil placed in overpack drums for shipment to hazardous waste facilities. Larger contamination will require spill specific planning that may include monitoring wells and bioremediation.

The on-site storage of spill containment and retrieval materials and equipment are available at the Fuel Transfer Facility, Bartlett Cove are listed in Section 7.

SECTION 17 ENVIRONMENTAL PROTECTION REGULATIONS

A. Code of Federal Regulations: CFR Title 40 - Protection of the Environment

I. Part 109 - Criteria for State, Local, and Regional Oil Removal Contingency Plans

II. Part 110 - Discharge of Oil

III. Part 112 - Oil Pollution Prevention: Non-transportation Related Onshore and Offshore Facilities.

IV. Part 114 - Civil Penalties for Violation of Oil Pollution Prevention Regulations: Non-transportation Related Onshore and Offshore Facilities.

B. Environmental Protection Agency Publication

II. Musts for USTs (Underground Storage Tanks)

III. OH NO! Petroleum Leaks and Spills: What Do You Do?

SECTION 18 USCG REGULATIONS

A. Code of Federal Regulations: CFR Title 33 - Navigation and Navigable Waters

I. Part 153 - Control of Pollution By Oil and Hazardous Substances, Discharge Removal

II. Part 154 - Oil Pollution Prevention Regulations for Marine Oil Transfer Facilities

III. Part 156 - Oil and Hazardous Material Transfer Operations

SECTION 19 UNDERGROUND STORAGE TANK INVENTORY

Underground Storage Tank Inventory

Fuel Farm Tank Index

I.D. #	Product	Function	Capacity	Installed
TK01	Diesel	Overflow	3000	1999
TK02	Gasoline	Overflow	3000	1999
TK03	Gasoline	Storage	15000	1999
TK04	Diesel	Storage	20000	1999
TK05	Diesel	Storage	20000	1999
TK06	Diesel	Storage	20000	1999
TK07	Diesel	Storage	20000	1999
TK08	Diesel	Storage	20000	1999

SECTION 20 SAMPLE FORMS

The following are sample inspection forms required by the Facility Response Plan. These forms are for information only in this SPCC Plan a copy of competed forms from the Facility Response Plan will also be maintained in the SPCC Plan.

Spill Management Team Tabletop Exercise Log

Date:	
Company:	
Qualified Individual(s):	
Emergency Scenario:	
Evaluation:	
Changes to be implemented:	
Time Table for Implementation:	
Comments	

Sample Form

Qualified Individual Notification Drill Log

Date:	
Company:	
Qualified Individual(s):	
Emergency Scenario:	
Evaluation:	
Changes to be implemented:	
Time Table for Implementation:	
Comments	

Sample Form

Personnel Response Training Log

Subject:	☐ Response ☐ Prevention
Instructor:	
Date:	
Hours:	

Name	Signature

Sample Form

Discharge Prevention Meeting Log

Date:	

Attendees:		

Sample Form

Subject/issue identified	Required action	Implementation date

Tank Inspection Checklist

Tank number:	
Inspector:	
Date conducted:	

1. Check tanks for leaks, specifically looking for:			**Comments**
A. Drip marks	☐ yes	☐ no	
B. Discoloration of tanks	☐ yes	☐ no	
C. Puddles containing spilled or leaked material	☐ yes	☐ no	
D. Corrosion	☐ yes	☐ no	
E. Cracks	☐ yes	☐ no	
F. Localized dead vegetation	☐ yes	☐ no	
2. Check foundation for:			**Comments**
A. Cracks	☐ yes	☐ no	
B. Discoloration	☐ yes	☐ no	
Puddles containing spilled or leaked material	☐ yes	☐ no	
D. Settling	☐ yes	☐ no	
Gaps between tank and foundation	☐ yes	☐ no	
Damage caused by vegetation roots	☐ yes	☐ no	

Sample Form

3. Check piping for:			Comments
Droplets of stored materials	☐ yes	☐ no	
B. Discoloration	☐ yes	☐ no	
C. Corrosion	☐ yes	☐ no	
Bowing of pipe between supports	☐ yes	☐ no	
Evidence of stored material seepage from valves or seals	☐ yes	☐ no	
Localized dead vegetation	☐ yes	☐ no	

Sample Form

Tank Inspection Log

Tank number:	

Inspector	**Date**	**Comments**

Sample Form

Response Equipment Inspection Checklist

Equipment:	
Inspector:	
Date conducted:	

Specifically looking for:	**Comments**
1. Inventory (item and quantity)	
2. Storage location	
3. Accessibility (time to access and respond)	
4. Operational status/condition	
5. Actual use/testing (last test date and frequency of testing)	
6. Shelf life (present age, expected replacement date)	

Sample Form

Response Equipment Inspection Log

Response Equipment:	

Inspector	Date	Comments

Sample Form

Secondary Containment Checklist

Containment area:	
Inspector:	
Date conducted:	

1. Dike or berm system	**Comments**
A. Level of precipitation in dike/available capacity	
B. Operation Status of drainage valves	
C. Dike or berm permeability	
D. Debris	
E. Erosion	
F. Permeability of the earthen floor of dike area	
G. Location/status of pipes, inlets, drainage beneath tanks	
2. Secondary Containment	**Comments**
A. Cracks	
B. Discoloration	
C. Presence of spilled or leaked material (standing liquid)	
D. Corrosion	
E. Valve conditions	

Sample Form

3. Retention and Drainage Ponds	**Comments**
A. Erosion	
B. Available Capacity	
C. Presence of spilled or leaked materials	
D. Debris	
E. Stressed vegetation	

Sample Form

Secondary Containment Log

Containment Area:	

Inspector	Date	Comments

Sample Form

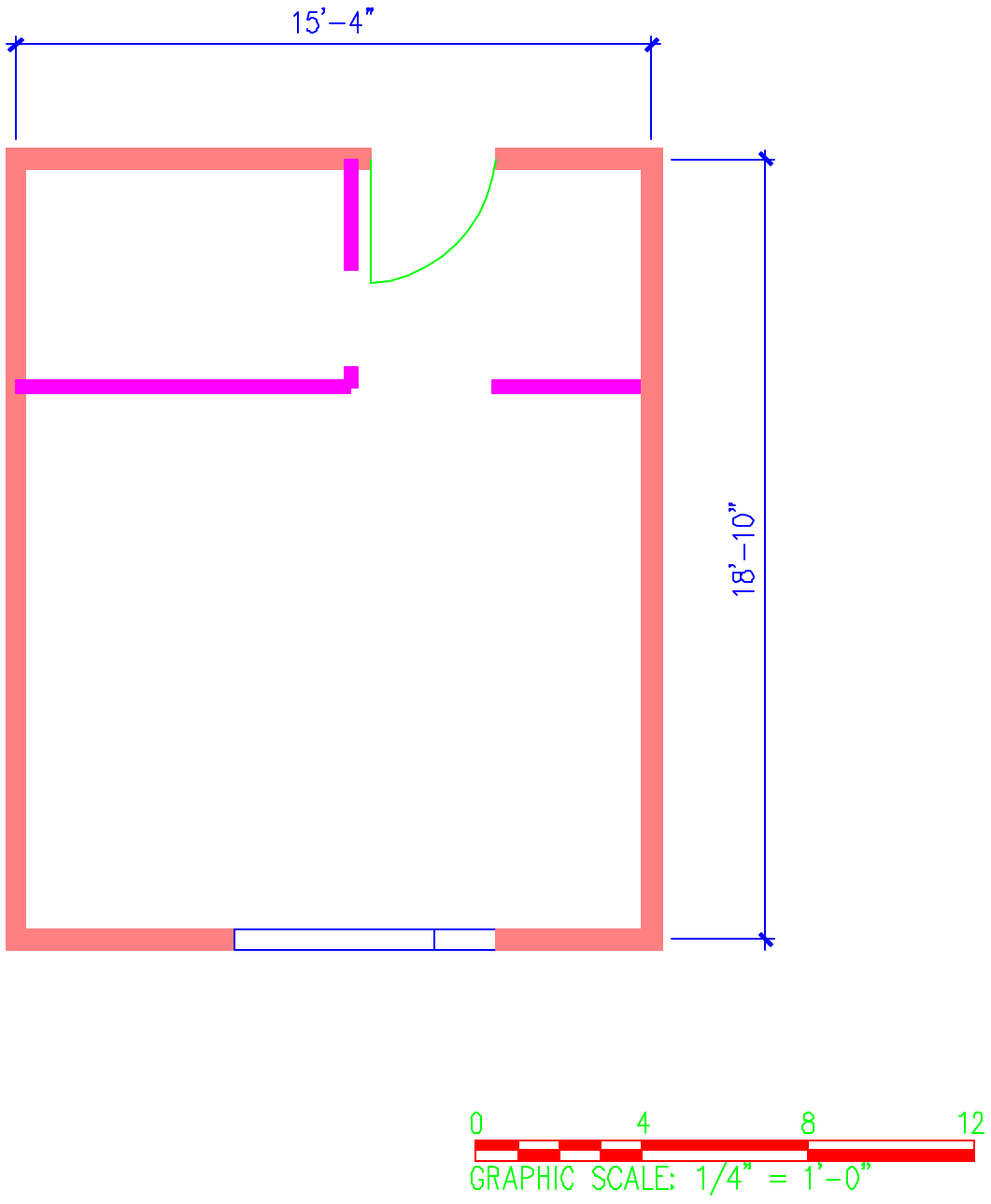
SECTION 21 Cross Reference Matrix

EPA Citation	Page Number in SPCC Plan
40 CFR 112.3 (d)	1-1
40 CFR 112.4	N/A
40 CFR 112.5(b)	2-1
40 CFR 112.5 (c)	2-1
40 CFR 112.7	4-1 through 4-3
40 CFR 112.7(a)	4-1 through 4-3
40 CFR 112.7(b)	3-1, 9-1
40 CFR 112.7(c)(1)(i)	N/A
40 CFR 112.7(c)(1)(ii)	N/A
40 CFR 112.7(c)(1)(iii)	N/A
40 CFR 112.7(c)(1)(iv)	7-1 through 7-6
40 CFR 112.7(c)(1)(v)	N/A
40 CFR 112.7(c)(1)(vi)	N/A
40 CFR 112.7(c)(1)(vii)	7-1 through 7-6
40 CFR 112.7(c)(2)	N/A
40 CFR 112.7(d)(1)	7-1
40 CFR 112.7(d)(2)	7-1 through 7-6
40 CFR 112.7(e)(1)(i)	9-1, 9-2
40 CFR 112.7(e)(1)(ii)	9-1, 9-2
40 CFR 112.7(e)(1)(iii)	9-1, 9-2
40 CFR 112.7(e)(1)(iv)	9-1, 9-2
40 CFR 112.7(e)(1)(v)	9-1, 9-2

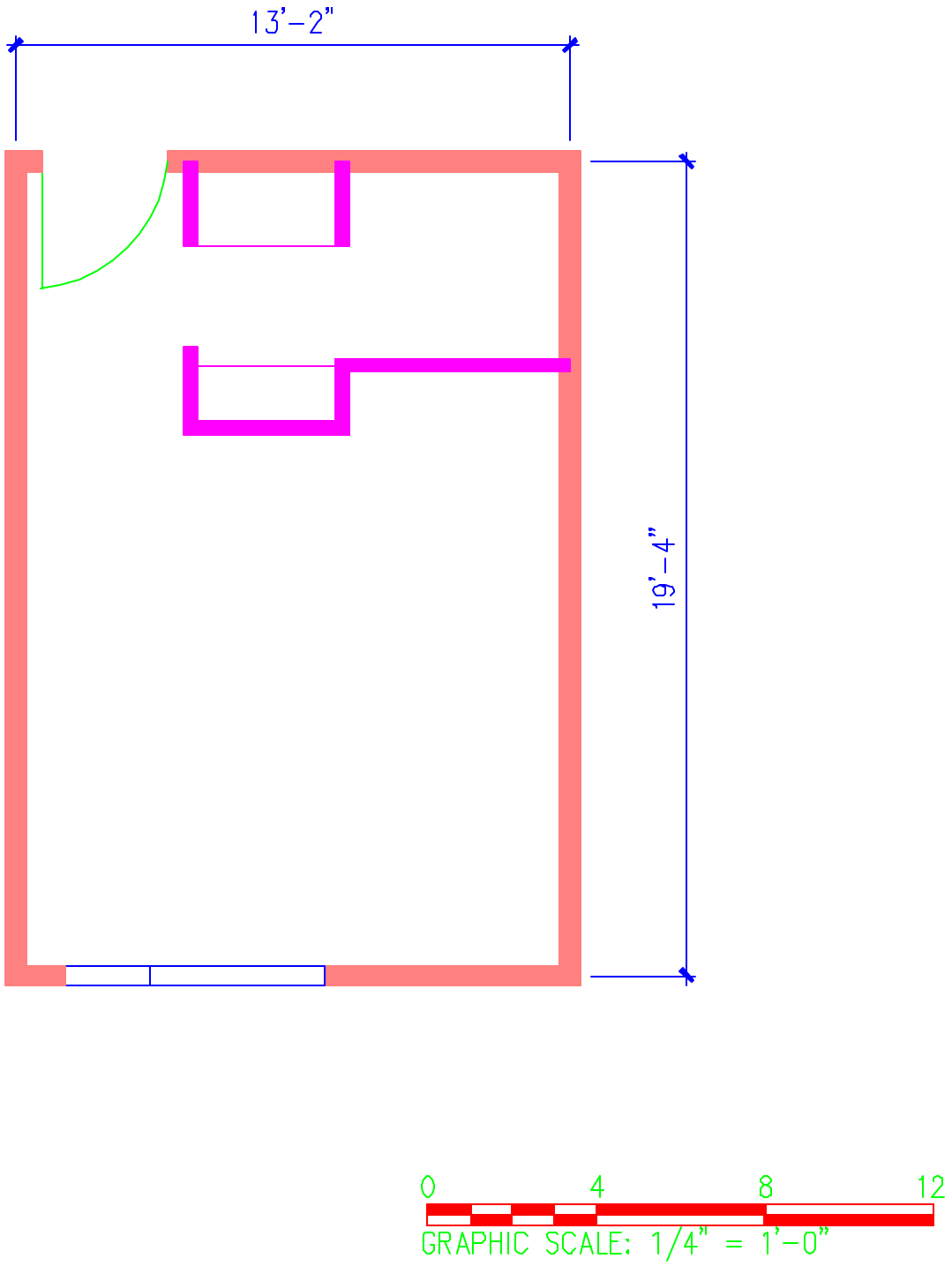
EPA Citation	Page Number in SPCC Plan
40 CFR 112.7(e)(2)(i)	6-1
40 CFR 112.7(e)(2)(ii)	6-1
40 CFR 112.7(e)(2)(iii)(A)	6-1
40 CFR 112.7(e)(2)(iii)(B)	6-1
40 CFR 112.7(e)(2)(iii)(C)	6-1
40 CFR 112.7(e)(2)(iii)(D)	6-1
40 CFR 112.7(e)(2)(iv)	6-1
40 CFR 112.7(e)(2)(v)	6-1
40 CFR 112.7(e)(2)(vi)	6-1
40 CFR 112.7(e)(2)(vii)	6-1
40 CFR 112.7(e)(2)(viii)	6-1
40 CFR 112.7(e)(2)(ix)	9-1
40 CFR 112.7(e)(2)(x)	7-1
40 CFR 112.7(e)(2)(xi)	9-1
40 CFR 112.7(e)(3)(i)	10-1
40 CFR 112.7(e)(3)(ii)	10-1
40 CFR 112.7(e)(3)(iii)	10-1
40 CFR 112.7(e)(3)(iv)	10-2
40 CFR 112.7(e)(3)(v)	10-2
40 CFR 112.7(e)(4)(i)	11-1
40 CFR 112.7(e)(4)(ii)	11-1
40 CFR 112.7(e)(4)(iii)	11-1
40 CFR 112.7(e)(4)(iv)	11-1
40 CFR 112.7(e)(5)	N/A

EPA Citation	Page Number in SPCC Plan
40 CFR 112.7(e)(6)	N/A
40 CFR 112.7(e)(7)	N/A
40 CFR 112.7(e)(8)	12-1
40 CFR 112.7(e)(9)(i)	13-1
40 CFR 112.7(e)(9)(ii)	13-1
40 CFR 112.7(e)(9)(iii)	13-1
40 CFR 112.7(e)(9)(iv)	13-1
40 CFR 112.7(e)(9)(v)(A)	13-1
40 CFR 112.7(e)(9)(v)(B)	13-1
40 CFR 112.7(e)(10)(i)	14-1, 14-2
40 CFR 112.7(e)(10)(ii)	14-1, 14-2
40 CFR 112.7(e)(10)(iii)	14-1, 14-2
40 CFR 112.20(e)	N/A

Typical Floor Plan
Glacier Bay Lodge - Old Cabin
Glacier Bay National Park & Preserve



Typical Floor Plan
Glacier Bay Lodge - New Cabin
Glacier Bay National Park & Preserve



United States Department of the Interior
NATIONAL PARK SERVICE

Glacier Bay National Park and Preserve
P.O. Box 140
Gustavus, Alaska 99826-0140

IN REPLY REFER TO:

Approved Rates and Operating Dates
For
Glacier Bay Park Concessions, Inc.
Concession Contract Number CC-GLBA001-86

Effective: March 10, 2003

Note: These are the maximum allowable rates. From time to time, reduced rates and promotions may be offered by the Concessioner in accordance with standard industry practice. For reservations and information, call Glacier Bay Cruise Lines at 1-800-451-5952, or 206-623-7110.

GLACIER BAY LODGE

Open: .....2:00 PM May 10, 2003
Close:.....2:00 PM September 14, 2003[1]
(Last Overnight is September 13th)

Services Available:

Full Service Restaurant	Guest Room Accommodations
Gift Shop	Fuel Sales
Sundries and Snacks	Bus/Van Transportation Services
Storage	Vessel Cruise Programs
	Public Shower and Laundry

ACCOMMODATIONS:

Room Rates (Rear Cabins/Front Cabins)
$149.00/$159.00 .....Per Room (Single Occupancy)
$179.00/$189.00 .....Per Room (Double Occupancy)
$189.00/$199.00 .....Per Room (Triple Occupancy)
$199.00/$209.00 .....Per Room (Quad Occupancy)
$219.00.....Per Room (Deluxe)
[Note: "Water side" cabins will not necessarily have ocean views.]

[1] Glacier Bay Lodge will remain open through September 18 for the Sealaska Heritage Foundation language program participants.

BAGGAGE CHARGE:

$2.00 Per Person - One-way Baggage Portage Charge - Airport (or Gustavus Dock) to Lodge, and Lodge to Room.

$2.00 Per Person - One-way Baggage Portage Charge - Room to Lodge Luggage Storage, and Lodge to Airport (or Gustavus Dock).($2.00 In and $2.00 Out). Guests will not be charged this fee if they check their own bags in at Alaska Airlines counter in Bartlett Cove and Alaska takes their baggage from Bartlett Cove to Gustavus.

BAGGAGE STORAGE

Lodge guests: No charge for storing up to two bags while camping up bay.
Non-guests and (lodge guests over two bags): $5.00 per bag/per day.

BUS AND VAN TRANSPORTATION

First Scheduled Trip:.....May 10th, 2003
Last Scheduled Trip:..... September 14th, 2003

Multiple scheduled trips daily between Glacier Bay Lodge and Gustavus to meet all normally scheduled flights. Non-scheduled trips available anytime by special request.

Transportation Rates	Per Person
Glacier Bay Lodge To Gustavus	$12.00
Gustavus To Glacier Bay Lodge	$12.00

FUEL SALES & MARINE SERVICES

Hours: (On-Call) 7:30 AM - 12:00 PM
2:00 PM - 7:00 PM
Fuel Attendants must respond within 15 minutes of initial request for fuel.

Gasoline.....$ To be determined
Diesel.....$ To be determined

Sewage Pump-Out.....$0.0 [No Charge}
2-Cycle Oil.....$3.00/qt.
White gas.....$3.00/qt.
Absorbent pads .....$1.50 each

VESSEL OPERATIONS

DAY CRUISE ON M/V SPIRIT OF ADVENTURE

Operating daily
First Trip: May 11, 2003
Last Trip: September 13th, 2003

Approved Rates
$159.50 Per Person (Adult)
$ 79.75 Per Person (Child 2-12 Years)

Lunch and unlimited coffee, tea and hot chocolate included. Limited breakfast and snack menu, beverages, beer & wine, gift items and sundries available at additional cost.

CAMPER/KAYAKER DROP-OFF SERVICES

Operating daily:
First Trip: May 11th, 2003
Last Trip: September 13th, 2003

Approved Rates:
Round Trip: $ 189.50
One Way $ 94.75

Lunch and unlimited coffee, tea and hot chocolate included. Limited breakfast and snack menu, beverages, beer & wine, gift items and sundries available at additional cost.

JUNEAU-BARTLETT COVE FERRY SERVICE

Operating schedule to be determined.

First Trip: May 23rd, 2003
Last Trip: September 1st, 2003

Juneau-Bartlett Cove:.....$69.00
Gustavus – Juneau $69.00
Icy Strait Wildlife Tour (Approximately 2 ½ hours: board Bartlett Cove, disembark Gustavus).....$79.00
Round Trip (Juneau -Bartlett Cove-Wildlife Tour-Gustavus-Juneau).....$195.00

OVERNIGHT VESSEL TOURS

Due to the competitive nature of this market, rates will not normally be set by the NPS.

SPECIAL USE CHARTERS, REPAIRS/TOWING OF VESSELS

Due to the competitive nature of this market, rates will not normally be set by the NPS.

GENERAL CANCELLATION POLICIES

Most cancellation policies can be found in the 2003 Glacier Bay Cruiseline brochure.

The following cancellation charges apply to non-package lodging:

Days prior to departure	Cancellation Fee
More than one day prior to check-in	None
Within 24 hours of check-in	First night's room charge

DISCOUNTS

[Note: Other discounts may be offered in accordance with standard industry practice and in accordance with the terms and conditions of the Concession Contract.]

INDUSTRY EMPLOYEE RATE FOR ACCOMMODATIONS:

Travel industry employees and their family members are eligible for special promotions normally occurring during May or September at a discount of up to 50%.

LOCAL RESIDENTS' RATE FOR DAY CRUISE AND CAMPER DROP-OFFS:

50% discount for Lodge rooms, SOA and Glacier Bay Ferry for Gustavus Residents and their employees on a space available basis. (Proof of resident status includes: name on Gustavus directory, proof of Gustavus business. Proof of resident employee status includes: check stub and or Employee ID)

FEDERAL GOVERNMENT RATE FOR OFFICIAL BUSINESS

- **ACCOMMODATIONS:**

Government Room Rates: 25% discount
Single occupancy .....$ 111.75
Double occupancy.....$ 134.25

Note: Federal lodging rate for area is $80.00 as of February 2003.

- **"M/V SPIRIT OF ADVENTURE" DAY CRUISE**

Day tour and Camper drop-off service: 25% discount

- **OTHER VESSELS:**

25% Discount (Space Available)

- **CONDITIONS OF USE:**

The above ACCOMMODATIONS, "SPIRIT OF ADVENTURE," "WILDERNESS ADVENTURER," "WILDERNESS DISCOVERER," and "WILDERNESS EXPLORER" cruise rates apply to Federal Government Employees, only when traveling on Official Government Business.

Reservations must be made directly with Glacier Bay Park Concessions, Inc., Reservations Office (1-800-451-5952), and client must request "Federal Government Rate for Official Business" at time of booking. The rate is non-commissionable.

Federal Government Employees are not required to pay the normal accommodations deposit, but must guarantee by Credit Card the first night's stay. In event of cancellation occurring less than 24 hours prior to scheduled arrival date, or in event the client is a "No-Show" on reserved date of arrival, the first night's stay guarantee against the Credit Card will be charged, regardless of reason for cancellation. Any remaining nights still reserved will be canceled if client is a "No-Show."

Full payment of all charges must be paid upon check out.

Approved

/s/	3/10/2003
Tomie Patrick Lee Superintendent Glacier Bay National Park	Date

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

NPS USE ONLY
Date Received:
Park _____
Region _____
WASO _____

CONCESSIONER ANNUAL FINANCIAL REPORT

(For Concessioners with gross receipts of $100,000 or more)
(Please refer to Audit Guide for National Park Service Concessioners and Instructions on reverse side of each schedule)

For the Period from ___/___/___ to ___/___/___

Concessioner _____

Park/Area _____

_____ (Contract or Permit No.) _____ (Effective Date) _____ (Expiration Date)

☐ Corporation ☐ Subchapter S Corporation ☐ Partnership ☐ Sole Proprietorship

CONCESSIONER'S CERTIFICATION

I certify that this report (including accompanying schedules and statements) has been examined by me and to the best of my knowledge and belief is a true, correct, and complete report.

___/___/___ (Date) _____ (Concessioner's Signature) _____ (Title)

_____ (Mailing Address) (____) _____ (Telephone)

INDEX

PART I - PRIMARY SCHEDULES

Schedule A Statement of Income
Schedule B Computation of Franchise Fee
Schedule C Balance Sheet
Schedule D Depreciable Fixed Assets
Schedule E Statement of Changes in Financial Position
Schedule F Notes to Financial Statements

NOTE: IF GROSS RECEIPTS (LINE 1 OF SCHEDULE A) ARE IN EXCESS OF $250,000, THE ABOVE SCHEDULES A THRU F MUST BE AUDITED.

PART II - SUPPLEMENTAL SCHEDULES

Schedule G Detail of Gross Receipts
Schedule H Departmental Income
Schedule H-1 Departmental Income - Continuation Sheet
Schedule I Administrative and General Expenses
Schedule J Information on Corporate Owners, Officers and Partners
Schedule K Additions to and Disposals of Depreciable Fixed Assets

GENERAL INSTRUCTIONS

Who Must File

Concessioners, whose annual gross receipts **exceed $100,000,** shall file Form No. 10-356, Concessioner Annual Financial Report. Concessioners operating in more than one park, under the same contract, shall prepare a separate report for each park where the operations are located.

When and Where to File

Concessioners shall file an annual report within the time period specified in the contract or permit. Concessioners shall submit one signed original and three copies to the Superintendent administering the area.

Where to Get Forms

Concessioners may obtain the Concessioner Annual Financial Report forms from the Superintendent.

Rounding

Please round all entries to even dollar amounts.

Requirement for Audit

If annual gross receipts **exceed $250,000,** the Primary Schedules listed in Part I of the Concessioner Annual Financial Report must be audited by an independent certified or licensed public accountant in accordance with the "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" prescribed by the Comptroller General of the United States, as they apply to financial and compliance examinations. These standards incorporate, but are not limited to, the generally accepted auditing standards adopted by the American Institute of Certified Public Accountants. The booklet "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" is for sale by the Superintendent of Documents for $1.25, stock number 2000-00110. The Inspector General's Office, Department of the Interior, has issued an "Audit Guide for National Park Service Concessioners," designed to provide assistance to those independent auditors who are engaged for such audits, by identifying special requirements relating to concessioners within the National Park System and providing suggested audit procedures for determining the extent and adequacy of concessioner compliance with the requirements. Copies of the Audit Guide may be obtained from the Superintendent. The auditor's report on the Primary Schedules and on compliance or non-compliance with the contract must accompany the Concessioner Annual Financial Report.

Specific Instructions

Specific instructions may be found on the reverse of each Schedule.

CONCESSIONER:	YEAR ENDING:
STATEMENT OF INCOME	SCHEDULE A

	This Year 19 ____	Last Year 19 ____
DEPARTMENTAL INCOME		
1. GROSS RECEIPTS (Sch. H, Col. A, Line 2)		
2. RETURNS AND ALLOWANCES (Sch. H, Col. A, Line 3)		
3. NET SALES (Sch. H, Col. A, Line 4)		
4. COST OF SALES (Sch. H, Col. A, Line 8)		
5. GROSS PROFIT (Sch. H, Col. A, Line 9)		
6. TOTAL DIRECT EXPENSES (Sch. H, Col. A, Line 30)		
7. DEPARTMENTAL INCOME (LOSS) (Sch. H, Col. A, Line 31)		
INDIRECT OPERATING EXPENSES		
8. Administrative and general expenses (Sch. I, Line 21)		
9. Government franchise fee (Sch. B, Line 29)		
10. TOTAL INDIRECT OPERATING EXPENSES		
11. TOTAL INCOME (LOSS) FROM OPERATIONS BEFORE FIXED EXPENSES		
FIXED EXPENSES		
12. Rent		
13. Property taxes		
14. Insurance		
15. Interest		
16. Depreciation (Sch. D, Col. G, Line 6)		
17. Amortization		
18. _____		
19. _____		
20. TOTAL FIXED EXPENSES		
21. INCOME (LOSS) BEFORE INCOME TAXES AND OTHER INCOME (EXPENSES)		
OTHER INCOME (EXPENSES)		
22. Interest and dividend income		
23. Gain (Loss) on sale of property		
24. Commissions/fees/compensation from subconcessioners (Sch. B, Line 27)		
25. Other		
26. TOTAL OTHER INCOME (EXPENSES)		
27. INCOME (LOSS) BEFORE INCOME TAXES		
INCOME TAXES		
28. Federal		
29. State and local		
30. TOTAL INCOME TAXES		
31. NET INCOME (LOSS)		

Instructions

Schedule A - Statement of Income

Line 1.	Enter the amount shown on Schedule H, Column A, Line 2.
Line 2.	Enter the amount shown on Schedule H, Column A, Line 3.
Line 3.	Subtract line 2 from line 1 and enter the amount.
Line 4.	Enter the amount shown on Schedule H, Column A, Line 8.
Line 5.	Subtract line 4 from line 3 and enter the amount.
Line 6.	Enter the amount shown on Schedule H, Column A, Line 30.
Line 7.	Subtract line 6 from line 5 and enter the amount.
Line 8.	Enter the amount shown on Schedule I, Line 21.
Line 9.	Enter the amount shown on Schedule B, Line 29.
Line 10.	Add lines 8 and 9 and enter the amount.
Line 11.	Subtract line 10 from line 7 and enter the amount.
Line 12.	Enter the amount paid or accrued for the rental of facilities except for any amount included in Schedule B.
Lines 13-15.	Self-explanatory.
Line 16.	Enter the amount shown on Schedule D, Column G, Line 6.
Line 17.	Enter the total year's amortization charge for all classes of intangible assets.
Lines 18-19.	Enter description and amounts for other fixed expenses not shown elsewhere.
Line 20.	Add lines 12 through 19 and enter the amount.
Line 21.	Subtract line 20 from line 11 and enter the amount.
Line 22.	Self-explanatory.
Line 23.	Enter the total amount of all gains/losses resulting from the sale of assets.
Line 24.	Enter the total amount of all compensation received from subconcessioners.
Line 25.	Enter income from other sources not shown elsewhere.
Line 26.	Add lines 22 through 25 and enter the amount.
Line 27.	Subtract line 26 from line 21 and enter the amount.
Lines 28-29.	Self-explanatory.
Line 30.	Add lines 28 and 29 and enter the amount.
Line 31.	Subtract line 30 from line 27 and enter the amount.

CONCESSIONER:	YEAR ENDING:
COMPUTATION OF FRANCHISE FEE	**SCHEDULE B**

1. FLAT FEE ..... _____
2. FEE FOR USE OF GOVERNMENT-OWNED IMPROVEMENTS ..... _____

PERCENTAGE FEE

3. Gross receipts (Sch. A, Line 1) ..... _____

PLUS: Gross Receipts of subconcessioners

	Name of Subconcessioner	**Amount**
4.	_____	_____
5.	_____	_____
6.	_____	_____

7. Total gross receipts of subconcessioners ..... _____

Less: Authorized deductions (if included in gross receipts)

8. Genuine United States Indian and native handicraft ..... _____
9. Intracompany earnings ..... _____
10. Charges for employees' meals, lodgings, transportation ..... _____
11. Cash discounts on purchases ..... _____
12. Cash discounts on sales ..... _____
13. Returned sales and allowances ..... _____
14. Excise taxes added to sales price ..... _____
15. Gasoline taxes ..... _____
16. Cost of fishing license fees sold ..... _____
17. Cost of postage stamps sold ..... _____
18. Total authorized deductions ..... _____
19. Total gross receipts subject to percentage fee ..... _____
20. Fee structure _____% of _____ = ... _____
21. _____% of _____ = ... _____
22. _____% of _____ = ... _____
23. TOTAL PERCENTAGE FEE ..... _____

FIFTY PERCENT OF COMMISSIONS/FEES/COMPENSATION FROM SUBCONCESSIONERS

	Name of Subconcessioner	**Amount**
24.	_____	_____
25.	_____	_____
26.	_____	_____

27. Total commissions/fees/compensation from subconcessioners (Sch. A, Line 24) _____
28. FIFTY PERCENT OF COMMISSIONS/FEES/COMPENSATION FROM SUBCONCESSIONERS ..... _____
29. TOTAL FRANCHISE FEE (Sch. A, Line 9) ..... _____

INSTRUCTIONS

Schedule B - Computation of Franchise Fee

Line	1.	Enter the amount of the flat fee stated in the contract/permit.
Line	2.	Enter the amount of fee for the use of Government improvements per the contract/permit.
Line	3.	Enter the amount from Schedule A, Line 1.
Lines	4-6.	Enter the name and amount of gross receipts from all subconcessioners that provide services authorized in the contract/permit.
Line	7.	Add lines 4, 5, and 6 and enter the amount.
Lines	8-17.	Enter only the amount applicable to the categories provided.
Line	18.	Add lines 8 to 17 and enter the amount.
Line	19.	Subtract line 18 from the sum of lines 3 and 7 and enter the amount.
Lines	20-22.	Enter the percentage rate(s) as stated in the contract/permit. Calculate and enter the appropriate amount.
Line	23.	Add the extensions of lines 20, 21 and 22, if any, and enter the amount.
Lines	24-26.	Enter the names and the amount of commissions, fees, or compensation received from the subconcessioners shown on lines 4, 5, and 6.
Line	27.	Add lines 24, 25 and 26 and enter the amount.
Line	28.	Enter one half (50%) of the amount shown on line 27.
Line	29.	Add lines 1, 2, 23, and 28 and enter the amount here and on Schedule A, Line 9.

CONCESSIONER:	AS OF:
BALANCE SHEET	SCHEDULE C

	This Year 19____	Last Year 19____
ASSETS		
Current Assets		
1. Cash		
2. Marketable Securities		
3. Inventories—Merchandise		
4. Accounts Receivable		
5. Notes Receivable—Related Party		
6. Notes Receivable—Other		
7. Prepaid Expenses		
8. Other		
9. TOTAL CURRENT ASSETS		
Fixed Assets		
10. Depreciable Fixed Assets (Sch. D, Col. G. Line 4)		
11. Less: Accumulated Depreciation (Sch. D, Col G, Line 8)		
12. Net Depreciable Fixed Assets (Sch. D, Col. G, Line 9)		
13. Construction in Progress		
14. Land		
15. TOTAL FIXED ASSETS		
Other Assets (Identify)		
16. _____		
17. _____		
18. TOTAL OTHER ASSETS		
19. TOTAL ASSETS		
LIABILITIES		
Current Liabilities		
20. Notes Payable—Related Party		
21. Notes Payable—Other		
22. Accounts Payable		
23. Current Maturities on Long-Term Debt		
24. Government Franchise Fee Payable		
25. Accrued Liabilities		
26. Advance Deposits		
27. Other		
28. TOTAL CURRENT LIABILITIES		
Long-Term Liabilities		
29. Long-Term Debt, Less Current Maturities		
30. Other		
31. TOTAL LONG-TERM LIABILITIES		
32. TOTAL LIABILITIES		
EQUITY		
33. Partner's or Proprietor's Capital		
Corporations Only		
34. Preferred Stock, Par Value $_____ Authorized:_____ Shares, Issued: _____ Shares		
35. Common Stock, Par Value $_____ Authorized: _____ Shares, Issued: _____ Shares		
36. Less: Treasury Stock		
37. Additional Paid-in Capital		
38. Retained Earnings		
39. TOTAL EQUITY		
40. TOTAL LIABILITIES AND EQUITY		

INSTRUCTIONS

Schedule C - Balance Sheet

Lines 1-4. Self-explanatory.
Line 5. Enter the amounts receivable from shareholders, officers, and related entities. This must be fully explained in Schedule F, Notes to Financial Statements.
Lines 6-7. Self-explanatory.
Line 8. Enter total amount of other current assets not shown elsewhere.
Line 9. Add lines 1 through 8 and enter amount.
Line 10. Enter the amount shown on Schedule D, Column G, Line 4.
Line 11. Enter the total amount shown on Schedule D, Column G, Line 8.
Line 12. Subtract line 11 from line 10 and enter amount.
Lines 13-14. Self-explanatory.
Line 15. Add lines 12, 13 and 14 and enter amount.
Lines 16-17. Enter amount of other assets not shown elsewhere.
Line 18. Add lines 16 and 17 and enter amount.
Line 19. Add lines 9, 15, and 18 and enter amount.
Line 20. Enter the amount payable to shareholders, officers, and related entities. This must be explained in Schedule F, Notes to Financial Statements.
Lines 21-25. Self-explanatory.
Line 26. Enter amounts such as advance deposits for future river trips, lodging, etc.
Line 27. Enter other current liabilities not shown elsewhere.
Line 28. Add lines 20 through 27 and enter amount.
Line 29. Self-explanatory.
Line 30. Enter all other long-term liabilities not shown elsewhere.
Line 31. Add lines 29 and 30 and enter amount.
Line 32. Add lines 28 and 31 and enter amount.
Line 33. Not to be completed by corporations.
Lines 34-38. To be completed by corporations only.
Line 39. Partnerships and sole proprietors enter the amount from line 33. Corporations enter the total of lines 34, 35, 37, and 38 less line 36.
Line 40. Add lines 32 and 39 and enter amount.

CONCESSIONER:	YEAR ENDING:
DEPRECIABLE FIXED ASSETS	SCHEDULE D

	ASSETS IN WHICH POSSESSORY INTEREST IS CLAIMED		OTHER ASSETS				
	Concessioner Owned Improvements	Government Owned Improvements	Other Improvements	Transportation Equipment	Furniture, Fixtures, & Equipment	Other	Total
	A	B	C	D	E	F	G
A. COST							
1. Prior Year Balance							
*2. Additions this year							
*3. Disposals this year							
4. Ending Balance (Col. G to Sch. C, Line 10)							
B. ACCUMULATED DEPRECIATION							
5. Prior Year Balance							
6. Depreciation this year (Col. G to Sch. A, Line 16)							
*7. Accumulated Depreciation on assets disposed this year							
8. Ending Balance (Col. G to Sch. C, Line 11)							
9. Net depreciable fixed assets, End of Year (Col. G to Sch. C, Line 12)							

* If any entries are made on lines 2, 3 or 7, complete Schedule K.

INSTRUCTIONS

Schedule D - Depreciable Fixed Assets

General

Columns A and B are to be used only for assets in which the concessioner claims a possessory interest, pursuant to the concession contract.

Costs of Concessioner-owned improvements are to be entered in Column A. Concessioner-owned improvements are defined as buildings, structures, fixtures, equipment and other improvements, **affixed to or resting upon the lands assigned in such manner as to be part of the realty.**

If the contract grants the concessioner the right to obtain a possessory interest in Government-owned improvements assigned to the concessioner, the concessioner's costs of all alterations, additions, and improvements to such Government-owned buildings and improvements are to be entered in Column B.

If the concessioner has waived any possessory interest in Government-owned improvements, pursuant to the contract, the concessioner's costs of any alterations, additions, etc., to such Government-owned improvements should be entered in Column C. Other non-possessory interest assets, such as concessioner-owned real property, should also be entered in Column C.

Columns D, E, and F - These columns relate to assets such as transportation, furniture, fixtures, equipment and other assets for which the concessioner may not claim a possessory interest.

Concessioners showing amounts on lines 2, 3, and 7 must complete Schedule K, "Additions to and Disposals of Depreciable Fixed Assets," giving detailed data of assets acquired or disposed of.

Specific Instructions

Line 1. Enter in the appropriate columns the fixed asset balances at the beginning of the year. The amounts entered must agree with the amounts on line 4, ending balance on the previous year's report. If not, attach an explanation.

Line 2. Enter in the appropriate columns additions to fixed assets during the current year.

Line 3. Enter in the appropriate columns disposals of fixed assets during the current year.

Line 4. Subtract line 3 from the sum of lines 1 and 2 and enter the amount.

Line 5. Enter in the appropriate columns the accumulated depreciation balances at the beginning of the year. The amounts entered must agree with the amounts on line 8, ending balance on the previous year's report. If not, attach an explanation.

Line 6. Enter in the appropriate columns the depreciation of fixed assets during the current year.

Line 7. Enter in the appropriate columns the accumulated depreciation on fixed assets disposed of during the current year.

Line 8. Subtract line 7 from the sum of lines 5 and 6 and enter the amount.

Line 9. Subtract line 8 from line 4 and enter the amount.

CONCESSIONER:	YEAR ENDING:

STATEMENT OF CHANGES IN FINANCIAL POSITION — SCHEDULE E

	This Year 19 ____	Last Year 19 ____
SOURCE OF FUNDS		
1. Net Income (Loss) (Sch. A, Line 31)		
Items which did not affect working capital		
2. Depreciation (Sch. D, Col. G, Line 6)		
3. Amortization		
4. Other (Identify) _____		
5. _____		
6. _____		
7. Working Capital Provided from Operations		
8. Disposition of Fixed Assets		
9. Proceeds from Long-Term Debt		
10. Issuance of Equity Securities		
11. Partners' or Proprietor's Capital Additions		
12. Other (Identify) _____		
13. _____		
14. _____		
15. Working Capital Provided		
USE OF FUNDS		
16. Additions to Fixed Assets		
17. Purchase of Treasury Stock		
18. Reduction of Long-Term Debt		
19. Dividends Paid		
20. Partners' or Proprietor's Drawing		
21. Other (Identify) _____		
22. _____		
23. _____		
24. Working Capital Used		
25. Increase (Decrease) in Working Capital		
SUMMARY OF CHANGES IN WORKING CAPITAL		
Increase (Decrease) in Current Assets		
26. Cash		
27. Marketable Securities		
28. Inventories—Merchandise		
29. Accounts Receivable		
30. Notes Receivable		
31. Prepaid Expenses		
32. Other		
Increase (Decrease) in Current Liabilities		
33. Notes Payable		
34. Accounts Payable		
35. Current Maturities on Long-Term Debt		
36. Government Franchise Fee Payable		
37. Accrued Liabilities		
38. Advance Deposits		
39. Other		
40. Increase (Decrease) in Working Capital		

CONCESSIONER:	YEAR ENDING:
NOTES TO FINANCIAL STATEMENTS	SCHEDULE F

INSTRUCTIONS

SCHEDULE F - Notes to Financial Statements

There should be included in the notes a description of all significant accounting policies followed by the reporting entity. Commonly required disclosures include, but are not limited to, policies relating to:

a. Accounting method
b. Depreciation methods
c. Amortization of intangibles
d. Inventory pricing
e. Pension, profit sharing and/or stock option plans
f. Computation of net income per share
g. Amortization of the cost in excess of net assets of businesses acquired
h. Accounting for income taxes

This section should be followed by such additional notes as are necessary to provide for full disclosure of all significant events or conditions reflected in the financial statements, or as otherwise required by the rules of professional accounting or regulatory organizations.

Typical items with respect to which all significant facts should be disclosed through such notes are the following:

a. Long-term debt agreements
b. Leases
c. Contingent liabilities
d. Pending lawsuits
e. Pension and/or profit sharing plans
f. Income taxes
g. Changes in accounting methods
h. Long-term contracts
i. Extraordinary items of income or expense
j. Related party transactions, including inter-company charges

CONCESSIONER:	YEAR ENDING:

DETAIL OF GROSS RECEIPTS — SCHEDULE G

	Amount	Departmental Total	Reference to Column on Schedule H
LODGING			
1. Hotel/motel			
2. Cabins/cottages			
3. Tent			
FOOD			
4. Restaurant (full service)			
5. Cafeteria			
6. Snack bar/fast food			
7. **ALCOHOLIC BEVERAGE (BAR)**			
SOUVENIRS			
8. Gifts, curios			
9. Genuine U.S. Indian and native handicraft			
GENERAL MERCHANDISE			
10. Grocery			
11. Package liquor			
12. Photographic			
13. Other			
AUTO SERVICE			
14. Fuel and oil			
15. Parts, service and other			
MARINA			
16. Slips and mooring			
17. Houseboat rental			
18. Boat and motor rental			
19. Fuel and oil			
20. Boat and motor sales			
21. Boat repair			
22. Dry storage			
23. Other			
TRANSPORTATION			
24. Boat			
25. Vehicle			
26. **SADDLE HORSE AND LIVERY**			
27. **FLOAT TRIPS/RIVER RUNNERS**			
OTHER			
28. Ski lifts and tows			
29. Trailer village			
30. Vending machine			
31. Bathhouse			
32. Rentals (auto, equipment, other)			
33. Guide and instructional service			
34. Other (Identify) _____			
35. _____			
36. _____			
37. TOTAL GROSS RECEIPTS (SCHEDULE H, COL. A, LINE 2)			

INSTRUCTIONS

SCHEDULE G - Detail of Gross Receipts

Enter on the appropriate lines the gross receipts from each of the services listed. Enter subtotal by department as indicated. Amounts entered under the "Departmental Total" column must be forwarded to Schedule H. Indicate in the space to the right of the "Departmental Total" column the column on Schedule H to which the amounts are forwarded. Total gross receipt amounts reported on Schedules A, G and H must be the same.

CONCESSIONER:	YEAR ENDING:

SCHEDULE OF DEPARTMENTAL INCOME-CONTINUATION SHEET SCHEDULE H-1

1. DEPARTMENT					
2. GROSS RECEIPTS					
3. RETURNS AND ALLOWANCES					
4. NET SALES					
COST OF SALES					
5. Inventory, Beginning					
6. Plus Purchases					
7. Less-Inventory, Ending					
8. TOTAL COST OF SALES					
9. GROSS PROFIT					
DIRECT EXPENSES					
DIRECT LABOR					
10. Salaries and Wages					
11. Payroll Taxes and Benefits					
12. TOTAL DIRECT LABOR					
OTHER DIRECT					
13. Laundry					
14. Uniforms					
15. China, Silver and Glass					
16. Commissions					
17. Music and Entertainment					
18. Operating Supplies					
19. Printing and Stationary					
20. Equipment Rental					
21. Contract Services					
22. Heat, Light, Water					
23. Licenses and Fees					
24. Repair and Maintenance Government-owned Improvements					
25. Repair and Maintenance Concessioner-owned Improvements					
Other (Identify)					
26. _____					
27. _____					
28. _____					
29. TOTAL OTHER DIRECT					
30. TOTAL DIRECT					
31. DEPARTMENTAL INCOME (LOSS)					

INSTRUCTIONS

SCHEDULES H and H-1 - Schedules of Departmental Income

General

The Schedule of Departmental Income provides for the identification and presentation of financial data in a form that isolates and defines the operations of each revenue and cost center and provides a basis for internal and external comparisons.

Concessioners providing services at several locations within a park may consolidate the results of the operations by department.

This schedule provides columns for a breakdown of departmental income. The departmental breakdown required is specifically described on Schedule G.

If additional columns are needed, use Continuation Sheet, Schedule H-1. Please number the continuation sheets. Also continue to identify Departmental columns alphabetically, i.e., F, G, etc.

Column A must reflect the total of all entries on all other columns including those on the continuation sheets.

Specific Instructions

Line 1. Enter the name of the department as identified on Schedule G.

Line 2. Enter by department the total gross receipts realized by/or accruing to the concession from all sales. Amounts entered should be exclusive of sales, excise, and/or other taxes collected for any taxing authority. If any taxes are included, please indicate.

Line 3. Self-explanatory.

Line 4. Subtract line 3 from line 2 and enter amount by department.

Line 5. Enter by department the beginning inventory. The amounts entered must agree with amounts on line 7, ending inventory of the previous year's report. If not, attach an explanation.

Line 6. Enter by department the cost of all purchases at gross invoice price less discounts plus transportation, storage, and delivery charges.

Line 7. Enter by department the amount of the ending inventory.

Line 8. Subtract line 7 from the sum of lines 5 and 6 and enter amount by department.

Line 9. Subtract line 8 from line 4 and enter difference by department.

Line 10. Enter by department the amount of direct salary and wage expense applicable to each.

Line 11. Enter by department the allocated portion of payroll taxes, health and life insurance, pension expenses, and other related expenses.

Line 12. Enter by department the sum of lines 10 and 11.

Lines 13-15. Self-explanatory.

Line 16. Enter by department the remuneration paid to authorized agents for business secured including travel agents' commissions.

Line 17. Enter by department the costs incurred for music and entertainment, including films, musicians, piano rental, professional entertainers, etc.

(Continued on reverse of Schedule H-1)

CONCESSIONER:	YEAR ENDING:
SCHEDULE OF DEPARTMENTAL INCOME	SCHEDULE H

	A	B	C	D	E
1. DEPARTMENT	Total All Columns				
2. GROSS RECEIPTS (Sch. A, Line 1)					
3. RETURNS AND ALLOWANCES (Sch. A, Line 2)					
4. NET SALES (Sch. A, Line 3)					
COST OF SALES					
5. Inventory, Beginning					
6. Plus Purchases					
7. Less-Inventory, Ending					
8. TOTAL COST OF SALES (Sch. A, Line 4)					
9. GROSS PROFIT (Sch. A, Line 5)					
DIRECT EXPENSES					
DIRECT LABOR					
10. Salaries and Wages					
11. Payroll Taxes and Benefits					
12. TOTAL DIRECT LABOR					
OTHER DIRECT					
13. Laundry					
14. Uniforms					
15. China, Silver and Glass					
16. Commissions					
17. Music and Entertainment					
18. Operating Supplies					
19. Printing and Stationary					
20. Equipment Rental					
21. Contract Services					
22. Heat, Light, Water					
23. Licenses and Fees					
24. Repair and Maintenance Government-owned Improvements					
25. Repair and Maintenance Concessioner-owned Improvements					
Other (Identify)					
26. _____					
27. _____					
28. _____					
29. TOTAL OTHER DIRECT					
30. TOTAL DIRECT (Sch. A, Line 6)					
31. DEPARTMENTAL INCOME (Loss) (Sch. A. Line 7)					

INSTRUCTIONS

SCHEDULES H and H-1 - Schedules of Departmental Income

(Continued from reverse of Schedule H)

Line 18. Enter by department the costs incurred for direct operating supplies.

Lines 19-20. Self-explanatory.

Line 21. Enter by department the cost of services contracted for with outside concerns, such as the cost of cleaning dining rooms, washing windows, exterminating and disinfecting.

Line 22. Enter by department the cost of utilities, such as coal, oil, gas, and other fuel, electricity, water and sewage.

Line 23. Enter by department the expenses incurred for all Federal, State, and local licenses, permits and fees.

Line 24. Enter by department the costs incurred in connection with the repair and maintenance of Government-owned Improvements. "Government-owned Improvements" are defined in the instructions for Schedule D.

Line 25. Enter by department the costs incurred in connection with the repair and maintenance of Concessioner-owned Improvements and facilities.

Lines 26-28. Enter by department the costs incurred for direct expenses not shown elsewhere.

Line 29. Add lines 13 through 28 and enter the amount by department.

Line 30. Add lines 12 and 29 and enter the amount by department.

Line 31. Subtract line 30 from line 9 and enter the amount by department.

CONCESSIONER:	YEAR ENDING:

ADMINISTRATIVE AND GENERAL EXPENSES — SCHEDULE I

1. Officers' Salaries (Sch. J, Line 6) ..... _____
2. Other Salaries ..... _____
3. Payroll Taxes and Benefits ..... _____
4. Over and Short ..... _____
5. Credit and Collection ..... _____
6. Bad Debts ..... _____
7. Office Supplies ..... _____
8. Dues and Subscriptions ..... _____
9. Insurance-General ..... _____
10. Travel ..... _____
11. Telephone and Telegraph ..... _____
12. Contributions ..... _____
13. Complimentary ..... _____
14. Management Fees ..... _____
15. Legal Fees ..... _____
16. Accounting and Auditing Fees ..... _____
17. Advertising ..... _____
18. Other (Identify) _____ ..... _____
19. _____ ..... _____
20. _____ ..... _____
21. TOTAL (Sch. A, Line 8) ..... _____

CONCESSIONER:	YEAR ENDING:

INFORMATION ON CORPORATE OWNERS, OFFICERS AND PARTNERS — SCHEDULE J

Name	Title	% of Time Devoted to Business	% Ownership*			Amount of Total Compensation
			Partnership Interest	Common Stock	Preferred Stock	
1.						
2.						
3.						
4.						
5.						
6. TOTAL (Sch. I, Line 1)						

* List all owners, officers, or partners owning a 10% or more direct or indirect interest. Sole proprietors should not complete this form.

INSTRUCTIONS

SCHEDULE I - Administrative and General Expenses

Line 1. Enter the amount from Schedule J, Line 6.
Line 2. Enter the amount incurred for administrative and general salaries other than officers' salaries and amounts shown on Schedule H, Departmental Income.
Line 3. Enter the allocated portion of payroll taxes, health and life insurance, pension expenses, and other related expenses applicable to officers' and other salaries.
Line 4. Enter cash overages and shortages which are not recovered.
Line 5. Enter the fees paid to credit card companies and the cost of collection services.
Line 6. Enter the amount of uncollectable accounts or the allowance for doubtful accounts.
Lines 7-8. Self-explanatory.
Line 9. Enter the cost of insurance incurred not included on Schedule A, Line 14, or in Payroll Taxes and Benefits.
Line 10. Enter the amount of travel expenses incurred by officers and employees for business travel.
Lines 11-13. Self-explanatory.
Line 14. Enter the fees charged by a management organization or a parent company for executive supervision or management services.
Lines 15-17. Self-explanatory.
Lines 18-20. Enter the costs incurred for administrative and general expenses not shown elsewhere.
Line 21. Add lines 1 through 20 and enter the amount here and on Sch. A, Line 8.

INSTRUCTIONS

SCHEDULE J - Information on Corporate Owners, Officers and Partners

Self-explanatory.

CONCESSIONER:	YEAR ENDING:

ADDITIONS TO AND DISPOSALS OF FIXED ASSETS — SCHEDULE K

Description of Assets*	Date of Acquisition or Disposal	Depreciation Method	Years of Useful Life	Cost	Current Year Depreciation	Accumulated Depreciation for Disposal

* All additions which are to be credited toward the concessioner's contractually required building and improvement program should be identified by placing an asterisk (*) after the description of the asset.

INSTRUCTIONS

SCHEDULE K - Additions to and Disposals of Depreciable Fixed Assets

For each asset acquired or disposed of during the current year, enter the information required in each column by category. Additions and disposals must be totaled by category. The categories are the same as those enumerated on Schedule D and are defined in the instructions to Schedule D. The totals entered on Schedule K must correspond to the amounts entered on Schedule D, Lines 2,3 and 7.

*U.S. GOVERNMENT PRINTING OFFICE: 1981-0-726-296/1314

POLICY FOR THE CONTROL OF BACKFLOW AND CROSS-CONNECTIONS GLACIER BAY NATIONAL PARK

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POLICY FOR THE CONTROL OF BACKFLOW AND CROSS-CONNECTIONS GLACIER BAY NATIONAL PARK

Section 1: CROSS-CONNECTION CONTROL - GENERAL POLICY

1.1 **Purpose.** The purpose of this Policy is:

1.1.1. To protect the public and non-public water supply of Bartlett cove and Gustavus Compound from the possibility of contamination or pollution.

1.1.2. To promote the elimination or control of existing cross-connections, actual or potential, between the potable water system(s) and non-potable water system(s), plumbing fixtures and industrial piping systems; and,

1.1.3. To provide for the maintenance of a continuing program of cross-connection control which will systematically and effectively prevent the contamination or pollution of all potable water systems.

1.1 **Responsibility.** The Chief of Maintenance shall be responsible for the protection of the public and non-public potable water distribution systems from contamination or pollution through the water service connections. If, in the judgement of GLBA Chief of Maintenance, regional Public Health Service (PHS) representative, or appropriate area regulatory officials, an approved backflow prevention assembly is required for the safety of the water system, the GLBA Chief of Maintenance shall install, or have installed, such an approved backflow prevention assembly.

Section 2: DEFINITIONS

2.1 **GLBA Chief of Maintenance.** The GLBA Chief of Maintenance is in charge of the park maintenance and is invested with the authority and responsibility for the implementation of an effective cross-connection control program and for the provisions of this policy.

2.2 **Approved.** Accepted by the GLBA Chief of Maintenance as meeting an applicable specification stated or cited in this ordinance, or as suitable for the proposed use.

2.3 **Auxiliary Water Supply.** Any water supply on or available to the premises other than the National Park Service approved public water supply will be considered as an auxiliary water supply. These auxiliary waters may include water from another purveyor's public potable water supply or any natural source9s) such as a well, spring, river, stream, lake, etc., or "used waters" or "industrial fluids". These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the National Park Service does not have any sanitary control.

2.4 **Backflow.** The reversal of the normal flow of water caused by either backpressure or backsiphonage.

2.5 **Backpressure.** The flow of water or other liquids, mixtures or substances under pressure into the distribution pipes of a potable water supply system from any source or sources other than the intended source.

2.6 **Backsiphonage**. The flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply from any source other than its intended source caused by the reduction of pressure in the potable water supply system.

2.7 **Backflow Preventer**. An assembly or means designed to prevent backflow.

2.7.1 **Air-Gap**. The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, or other device and the flood level rim of the vessel. An approved air-gap shall be at least double the diameter of the supply pipe, measured vertically, above the overflow rim of the vessel; and in no case less than one inch.

2.7.2 **Reduced Pressure Principle Assembly**. An assembly of two independently acting approved check valves together with a hydraulically operating, mechanically independent differential pressure relief valve located between the check valves and at the same time below the first check valve. The unit shall include properly located resilient seated test cocks and resilient seated shut-off valves at each end of the assembly. The entire assembly shall meet the design and performance specifications as determined by the Foundation for Cross Connection Control and Hydraulic Research at the University of Southern California (USC), University Park, Los Angeles, California 90089, for backflow prevention assemblies. The assembly shall operate to maintain the pressure in the zone between the two check valves at an acceptable level less than the pressure on the public water supply side of the assembly. At cessation of a normal flow the pressure between the two check valves shall be less than the pressure on the public supply side of the assembly. In case of leakage of either of the check valves, the differential relief valve shall operate to maintain the reduced pressure in the zone between the check valves by discharging to the atmosphere. When the inlet pressure is two pounds per square inch or less, the relief valve shall open to the atmosphere. To be approved these assemblies must be readily accessible for in-line testing and maintenance and be installed in a location where no part of the assembly will be submerged.

2.7.2.1 **Double Check Valve Assembly**. An assembly of two independently operating approved check valves with resilient seated shut-off valves on each end of the check valves, plus properly located resilient seated test cocks for the testing of each check valve. The entire assembly shall meet the design and performance specifications as determined by the aforementioned Foundation for Cross Connection Control at USC for backflow prevention assemblies. To be approved these assemblies must be readily accessible for in-line testing and maintenance.

2.8 **Contamination**. Means an impairment of the quality of the potable water by sewage, industrial fluids or waste liquids, compounds or other materials to a degree which creates an actual or potential hazard to the public health through poisoning or through the spread of disease.

2.9 **Cross-Connection**. Any physical connection or arrangement of piping or fixtures between two otherwise separate piping systems one of which contains potable water and the other nonpotable water or industrial fluids of questionable safety, through which, or because of which, backflow may occur into the potable water system. This would include any temporary connections, such as swing connections, removable sections, four way plug valves, spools, dummy section of pipe, swivel or change-over devices or sliding multiport tube.

2.10 **Cross-Connections - controlled**. A connection between a potable water system and a nonpotable water system with an approved backflow prevention assembly properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard

2.11 **Cross-Connection Control by Containment**. The installation of an approved backflow prevention assembly at the water service connection to any building where it is physically and economically infeasible to find and permanently eliminate or control all actual or potential cross-connections within the building owner's water system; or, it shall mean the installation of an approved backflow prevention assembly on the service line leading to and supplying a portion of a building's water system where there are actual or potential cross-connections which cannot be effectively eliminated or controlled at the point of the cross-connection.

2.12 **Hazard, Degree of**. The term is derived from an evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system.

Hazard – Health. Any condition, device, or practice in the water supply system and its operation, which could create, or in the judgement of the GLBA Chief of Maintenance, regional PHS representative, or the appropriate area regulatory officials, may create a danger to the health and well being of the water consumer.

Hazard – Plumbing. A plumbing type cross-connection in a consumer's potable water system that has not been properly protected by an approved air-gap or approved backflow prevention assembly.

2.12.2 **Hazard – Pollution**. An actual or potential threat to the physical properties of the water system or to the potability of the public or the consumer's potable water system but which would constitute a nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances, but wold not be dangerous to health.

2.12.2.1 **Hazard – System**. An actual or potential threat of sever damage to the physical properties of the public potable water system, or the consumer's potable water system, or of a pollution or contamination which would have a protracted affect on the quality of the potable water in the system.

2.13 **Industrial Fluids System**. Any system containing a fluid or solution, which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration

such as would constitute a health, system, pollution or plumbing hazard if introduced into an approved water supply. This may include, but not be limited to: polluted or contaminated waters; all types of processed waters and "used waters" originating from the public potable water system which may have deteriorated in sanitary quality; chemicals in fluid form; plating acids and alkalies; circulating cooling waters connected to an open cooling tower and/or cooling towers that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters such as from wells, springs, streams, rivers, irrigation canals or systems, etc.; oils, gases, glycerin, paraffin's, caustic and acid solutions and other liquid and gaseous fluids used in industrial or other purposes or for fire-fighting purposes, re-circulating hot water systems, hot water heating systems, solar systems with antifreeze solutions, and charged fire systems.

2.14 **Pollution.** Means the presence of any foreign substance (organic, inorganic, or biological) in water which tends to degrade the water quality so as to constitute a hazard or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health but which does adversely and unreasonably affect such waters for domestic use.

2.15 **Water-Potable.** Any water which, according to recognized standards, is safe for human consumption.

2.16 **Water - Nonpotable.** Water which is not safe for human consumption or which is of questionable potability.

Section 1.01 Section 3: REQUIREMENTS

3.1 Water System

3.1.1 The water system shall be considered as made up of two parts: The Utility System and the Building System.

3.1.2 Utility System shall consist of the source facilities and the distribution system; and shall include all those facilities of the water system up to the point where the building system begins.

3.1.3 The source shall include all components of the facilities utilized in the production, treatment, storage, and delivery of water to the distribution system.

3.1.4 The distribution system shall include the network of conduits used for the delivery of water from the source to the building system

3.1.5 The building system shall include those parts of the facilities beyond the termination of the distribution system, which are utilized in conveying delivered domestic water to points of use.

3.2 Policy

3.2.1 No water service connection to any premises shall be installed or maintained by the National Park Service unless the water supply is protected by State laws and regulations and this Cross-Connection and Backflow Prevention Policy. Service of water to any premises shall be discontinued by the National Park Service if a backflow prevention assembly required by this Cross-Connection and Backflow Prevention Policy is not installed, tested and maintained, or if it is found that a backflow prevention assembly has been removed, by-passed, or if any unprotected cross-connection exists on the premises. Service will not be restored until such conditions or defects are corrected.

3.2.2 The building system should be open for inspection at all reasonable times to authorized representative of the National Park Service to determine whether cross-connections or other structural or sanitary hazards, including violations of these regulations, exist. When such a condition becomes known, the Park Chief of Maintenance shall deny or immediately discontinue service to the premises by providing for a physical break in the service line until the building owner has corrected the condition(s) in conformance with the State and local statues relating to plumbing and water supplies and the regulations adopted pursuant thereto.

3.2.3 An approved backflow prevention assembly shall also be installed on each service line to a building water system at or near the property line if relevant, or immediately inside the building being served; but in all cases, before the first branch line leading off the service line wherever the following conditions exists:

3.2.3.a. In the case of premises having an auxiliary water supply which is not or may not be of safe bacteriological or chemical quality and which is not acceptable as an additional source by the Park Chief of Maintenance or regional Public Health Service representative, the public water system shall be protected against backflow from the premises by installing an approved backflow prevention assembly in the service line appropriate to the degree of hazard.

3.2.3b. In the case of premises on which industrial fluids, sewage, or any other objectionable substance is handled in such a fashion as to create an actual or potential hazard to the public water system, the public system shall be protected against backflow prevention assembly in the service line appropriate to the degree of hazard. This shall include the

handling of process waters and water originating from the utility system, which has been subjected to deterioration in quality.

3.2.3.c. In the case of premises having (1) an internal cross-connection that cannot be permanently corrected or controlled, or (2) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not dangerous cross-connections exist, the public or non-public water system shall be protected against backflow from the premises by installing an approved backflow prevention assembly in the service line.

3.2.4 The type of protective assembly required under subsections 3.2.3.a, b, and c shall depend upon the degree of hazard, which exists as follows:

3.2.4.a In case of any premises where there is an auxiliary water supply as stated in subsection 3.2.3.a of this section and it is not subject to regulations by the National Park Service, the public or non-public water system shall be protected by an approved air-gap separation or an approved reduced pressure principle backflow prevention assembly.

3.2.4.b In the case of any premises where there is water or a substance(s) that would be objectionable but not hazardous to health if introduced into the public or non-public water system, the public or non-public water system shall be protected by an approved double check valve assembly.

3.2.4.c In any case of any premises where there is any material dangerous to health which is dandled in such a fashion as to create an actual or potential hazard to the public or non-public water system, the public or non-public water system shall be protected by a approved air-gap separation or an approved reduced pressure principle backflow prevention assembly. Examples of premises where these conditions will exist include sewage treatment plants, sewage pumping stations, laboratories.

3.2.4.d In the case of any premises where there are "uncontrolled" cross-connections, either actual or potential, the public or non-public water system shall be protected by an approved air-gap separation or an approved reduced pressure principle backflow prevention assembly at the service connection.

3.2.4.d.1 Any backflow prevention assembly required herein shall be a model and size approved by the Park Chief of Maintenance. The term "Approved Backflow Assembly" shall mean an assembly that has been manufactured in full conformance with the latest standard established by the American Water Works Association entitled:

AWWA C506 Standards for Reduced Pressure Principle and Double Check valve Backflow Prevention Devices;

And, have met completely the laboratory and field performance specifications of the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California established by the most current issue of:

MANUAL OF CROSS-CONNECTION CONTROL.
Specifications of Backflow Prevention Assemblies - Section 10

Said **AWWA** and **FCCC&HR** standards and specifications have been adopted by the Park Chief of Maintenance. Final approval shall be evidenced by a "Certificate of Approval" issued by an approved testing laboratory certifying full compliance with the said **AWWA** standards and **FCCC&HR** specifications.

The following testing laboratory has been qualified by the Park Chief of Maintenance to test and certify backflow prevents:

Foundation for Cross-Connection Control and Hydraulic Research
University of Southern California
University Park
Los Angeles, California 90089

Testing laboratories other than the laboratory listed above will be added to an approved list as the Park Chief of Maintenance qualifies them.

Backflow preventors which may be subjected to backpressure or backsiphonage that have been fully tested and have been granted a Certificate o Approval by said qualified laboratory and are listed on the laboratory's current list of "Approved Backflow Prevention Assemblies" may be used without further qualification. However, annual testing by a state certified backflow

prevention specialist is required to ensure proper continual operation.

3.2.5 It shall be the duty of the building owner at any premises where backflow prevention assemblies are installed to have certified inspections and operational tests made upon installation and at least once per year. In those instances where the Park Chief of Maintenance deems the hazard to be great enough he may require certified inspections at more frequent intervals. These inspections and tests shall be at the expense of the building owner and shall be performed by a state certified tester. It shall be the duty of the Park Chief of Maintenance to see that these tests are made in a timely manner. The building owner shall notify the Park Chief of Maintenance in advance when the tests are to be undertaken so that an official representative may witness the tests if so desired. These assemblies shall be repaired, overhauled or replaced at the expense of the building owner whenever said assemblies are found to be defective. Records of such tests, repairs, and overhaul shall be kept and made available to the in advance when the tests are to be undertaken so that an official representative may witness the tests if so desired. These assemblies shall be repaired, overhauled or replaced at the expense of the building owner whenever said assemblies are found to be defective. Records of such tests, repairs, and overhaul shall be kept and made available to the Park Chief of Maintenance or the regional Public Health Service representative.

3.2.6 All presently installed backflow assemblies which do not meet the requirements of this section but were approved assemblies for the purpose described herein at the time of installation and which have been properly maintained, shall, except for the inspection and maintenance requirements under subsection 3.2.6, be excluded from the requirements of these rules so long as the Park Chief of Maintenance and the regional Public Health Service representative are assured that they will satisfactorily protect the utility system. Whenever the existing assembly is moved from its present location or requires more than the minimum maintenance or when the Park Chief of Maintenance or the regional Public Health Service representative finds that the maintenance constitutes a hazard to health, the unit shall be replaced by an approved backflow prevention assembly meeting all the requirements of this section.

STATE CERTIFIED CROSS CONNECTION CONTROL PROGRAM SPECIALISTS

NAME: LAST, FIRST	CERTIFICATE NO / EXP DATE

SECTION 1.02 ANNUAL REVIEW RECORD
Section 1.03 Glacier Bay National Park and Preserve Policy 00-00 April 8, 2000
(i) Backflow and Cross Connections Control Policy and Procedures

REVIEW RECORD

Glacier Bay National Park and Preserve Policy 00-00

Backflow and Cross Connections Control Policy and Procedures

Review Date	Signature	Comments

TRAINING RECORD
Glacier Bay National Park and Preserve

SUBJECT: ***Backflow and Cross Connections Control***

THE FOLLOWING MATERIAL WAS COVERED CONCERNING THE ABOVE SUBJECT:

Training Instructor: _____ _____
Name **Signature**

Employee Name	Date Training Received	a) Employee Signature

Bartlett Cove Lodge Backflow Preventer Inventory and Inspection Report Form

Building	Article II. Exact Location	Type	Brand	Size	Model No.	Serial No.	Date Tested	Passed (Y/N)	Repaired (Y/N)	Initials
Staff Dorm 9-16 (Lodge)	Boiler room, boiler make-up line	RP	Watts	½″	009QT	148917				
Staff Dorm 17-24 (Lodge)	Boiler room, boiler make-up line	RP	Watts	½″	009QT	147947				
Staff Dorm 1-8 (Lodge)	Boiler room, boiler make-up line	RP	Watts	½″	009QT	149510				
Staff Kitchen (Lodge)	Under utility sink counter, supply line to dish washer	RP	Watts	½″	009QT	146722				
Main Lodge Kitchen	Lodge basement, ¾″ ice maker line	RP	Watts	¾″	909QT	508993				
Main Lodge Kitchen	Lodge basement, ½″ post mix pop machine	RP	Watts	½″	009QT	150750				
Main Lodge Kitchen	Lodge basement, ½″ ice maker	RP	Watts	½″	009QT	150754				
Main Lodge Kitchen	Under dishwasher counter, chemical addition dishwasher feed	RP	Watts	½″	009QT	150758				
Main Lodge Kitchen	Under prep cook counter, ¾″ grease hood chemical addition	RP	Watts	¾″	909QT	510392				
Lodge Laundry Room	Between commercial washers, hot water laundry main	RP	Watts	1 ½″	909MIQT	358061				
Lodge Laundry Room	Between commercial washers, cold water laundry main	RP	Watts	1 ½″	909MIQT	361223				
Utility 3 (Lodge)	Boiler room, 2″ main fire protection	DC	Watts	1 ½″	007MZQT	52332				
Utility 1 (Lodge)	Boiler room, 2″ main fire protection	DC	Watts	1 ½″	007MZQT	52334				
Laundry Room (Lodge)	Laundry room utility sink, hot water utility sink	RP	Watts	½″	009QT	129267				

United States Department of the Interior

NATIONAL PARK SERVICE
P.O. BOX 37127
WASHINGTON, D.C. 20013-7127

IN REPLY REFER TO:

A5673(022)

JUNE 20, 1985

Annual Review

SPECIAL DIRECTIVE 83-2 (Revised)

To: Directorate, Field Directorate, WASO Division Chiefs and Park Superintendents

From: Director William Penn Mott, Jr.

Subject: Rates for NPS-Produced Utilities

Special Directive 83-2, dated May 9, 1983, "New Policy on NPS-Produced Utility Rates," is superseded by this revision. All copies of that directive should be removed from the files and destroyed. Attached are guidelines for implementing the National Park Service's policy on utility rates.

Two significant changes in the guidelines were initially made by the Director in a memorandum dated May 14, 1984 to the Regional Directors. These changes are incorporated in this revised Special Directive:

1. The only indirect costs (overhead) to be included in the determination of operating cost will be those directly related to park administrative costs; a flat percentage will be used Servicewide. These costs will be recovered in the utility rates by adding 15 percent of direct costs onto the direct park utility operating costs. WASO, Service Center, and Regional Office overhead costs are not included but an appropriate proportion of those park costs paid out of WASO or Regional accounts for postage, FTS, etc., are included in the calculation of the 15 percent and amount to one percent.

2. Where operating costs are increased significantly by resource management and protection practices and would, therefore, have an impact on the utility rates, an adjustment should be made which deletes those costs attributable to resource management or protection from the operating cost calculations.

In addition to these changes, in response to the Inspector General's recommendation that the NPS require inflationary factors be applied to historical cost and comparability data when developing new utility rates, the guidelines now allow for the application of inflationary factors when appropriate.

It is the policy of the National Park Service to:

1. Charge rates for NPS-produced utilities based on operating costs (not including existing capital investments) or comparability, whichever is greater, to all users except NPS employees. Concessioners will be permitted to pass through costs exceeding comparability.

2. Continue to charge NPS employees on the basis of comparability in accordance with current law and implementing guidance, including OMB Circular A-45 (Policy governing charges for rental quarters and related facilities), the Departmental Quarters Handbook, and NPS-36 (Government Furnished Quarters Guideline).

3. Permit charges to be adjusted (no lower than comparability) where operating costs are extraordinarily high and cannot practicably be passed through in total to the visitor through price increases, i.e., allow adjustments to rates where passing through the excess of operating costs over comparability would jeopardize the economic viability of the concessioner.

This policy applies to all water, sewer, solid waste, electricity, and heating services produced or provided by the National Park Service to non-NPS users.

The current policy is based on a study of NPS-produced utilities and is supported by a formal opinion issued by the Office of the Solicitor (attached). The policy has been approved by the Director of the National Park Service and concurred in by the Secretary of the Interior and the Director of the Office of Management and Budget.

The National Park Service is required by law to recover the costs of utilities provided to non-NPS users. The Office of Management and Budget and the Inspector General were recommending that the National Park Service charge rates for utilities based on full costs including operating costs, capital investment cost or value, and imputed interest on the capital investment.

The National Park Service mission involves making parks available for the use and enjoyment of the public and the utility infrastructure is necessary to support appropriate visitor use. Park utilities, however, are often more expensive to construct and operate for environmental, physical and public policy reasons. Accordingly, because of the generally higher inherent costs in providing utilities within the National Park System and because NPS has the responsibility to provide for the public use and enjoyment of the parks to which utility services are basic, this policy does not establish rates to recover the capital costs of the existing physical plant and represents a compromise between charging full costs and the previous practice of charging comparability.

It is the intent of this policy to foster an equitable balance of three factors: a reasonable level of cost recovery by the National Park Service; reasonably priced visitor services; and a reasonable opportunity for the concessioner to realize a profit. This policy on utilities was adopted because of its equity to the parties involved--the visitors, the concessioners and other users, the Park Service, NPS employees, and the taxpayers.

While utility charges will not include the installation and other capital costs of the physical plant for existing utility systems, the National Park Service will continue to explore the possibility of cost-sharing or other means of recovering the costs of future capital investments. The Service has in the past participated in cost-sharing with municipalities where a park unit uses the municipal sytem and has had concessioners provide or share the cost of utility systems where the concessioner was the major user. Cost-sharing and other means of capital cost recovery should be pursued in the planning and financing of new or expanded utility systems and when major rehabilitation or replacement occurs.

Utility operations are funded from a park unit's annual base ONPS allocation and utility charges are reimbursed to the park. Therefore, to the extent that operational costs attibutable to non-NPS users have not in the past been covered by utility charges, the park unit has been "subsidizing" those users. Further, such unreimbursed costs limit the park unit's ability to fund other operation and maintenance needs, e.g., seasonal rangers, trail repairs, and wildlife management. This policy will result in parks being reimbursed for a larger portion of the operating costs of utilities.

In what are expected to be rare instances, the new policy has a mechanism for exceptions when additional utility costs will cause the prices of visitors goods and services to be so high as to impair their marketability and seriously jeopardize the economic viability of the concessioner.

Any waiver of this policy may only be granted by the Director, National Park Service.

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
WASHINGTON, D.C. 20240

APR 05 1983

MEMORANDUM

TO: Director, National Park Service

FROM: Associate Solicitor, Conservation and Wildlife

SUBJECT: National Park Service Utility Charges

This responds to your request for our opinion as to whether in special circumstances the National Park Service ("NPS") may charge concessioners and other non-governmental entities operating in areas of the national park system less than actual cost for utility services provided to them by NPS.

You have advised us that NPS constructs and operates utility facilities and services (sewer, water, solid waste, electricity) in many of the larger or more remote areas of the national park system. In addition, NPS, in some instances, purchases utility services from utility companies and makes the service (e.g. electricity and water) available to non-governmental entities operating in a park area (such as concessioners, inholders, and permittees). NPS and the Department are now reviewing the charges NPS makes for these utility services in order to assure that at least the costs of providing the services are recovered, except as discussed further below.

The specific authority under which NPS makes such utility services available is found in paragraph 4 of Section 1 of the Act of August 8, 1953, 16 U.S.C. 1b4 which states as follows:

> "4. Furnishing [by NPS], on a reimbursement of appropriations basis, all types of utility services to concessioners, contractors, permittees, or other users of such services, within the National Park System: Provided, that reimbursements for cost of such utility services may be credited to the appropriation current at the time reimbursements are received".

In addition, provision of such utility services is subject to the Independent Offices Appropriations Act, 1952, Pub. L. No. 82-137, § 501, 31 U.S.C. § 483a ("IOAA") which states as follows in pertinent part:

> It is the sense of the Congress that any work, service, publication, report, document, benefit, privilege, authority, use, franchise, license, permit, certificate, registration or similar thing of value or utility performed, furnished, provided, granted, prepared, or issued by any Federal agency * * * to or for any person groups, associations, organizations, partnerships, corporations, or businesses * * * shall be selfsustaining to the full extent possible, and the head of each Federal agency is authorized by regulation (which, in the case of agencies in the executive branch, shall be as uniform as practicable and subject to such policies as the President may prescribe) to prescribe therefor such fee, charge, or price, if any, as he shall determine, in case none exists, or redetermine, in case of any existing one, to be fair and equitable taking into consideration direct and indirect cost to the Government, value to the recipient, public policy or interest served, and other pertinent facts, and any amount so determined or redetermined shall be collected and paid into the Treasury as miscellaneous receipts * * *.

Finally, Bureau of the Budget Circular No. A-25, issued under the authority of the IOAA, articulates a Government-wide policy with respect to charges for "all Federal activities which convey special benefits to recipients above and beyond those accruing to the public at large".

These authorities generally contemplate the recovery of costs to the government when providing specialized services to third parties. However, we understand that in making your review of NPS utility pricing practices in this regard, you have concluded that, in certain circumstances, charging actual costs for utility services to third parties may frustrate the ability of NPS to carry out its statutory responsibilities to preserve and protect areas of the national park system and to provide for their enjoyment by the public. 16 U.S.C. 1. In some instances, the cost of producing electricity by diesel generator in a remote area of a national park may be so high as to price lodging units beyond what park visitors can reasonably be expected to pay, thereby frustrating the ability of NPS to make public accommodations available in that area of the park. For example, several small NPS concessioners with respective gross receipts of $250,000 or less would have their utility bills raised by approximately $15,000 annually if actual costs had to be charged. The concessioners would have great difficulty in absorbing or passing along this price increase to visitors. In some instances, marginal operations could be forced out of business.

Because of these and similar circumstances, you are presently considering the adoption of a policy which, in general terms, would permit NPS to charge less than actual costs for utility services to non-governmental entities when the entity is performing services or providing facilities necessary to the proper preservation, protection and enjoyment of an area of the national park system and which, if actual costs were charged, would not be financially feasible to undertake. In this regard, we note that 31 U.S.C. 483a, set forth above, does contemplate that there are circumstances in which full cost recovery may not be required as it authorizes the establishment of "fair and equitable" charges, "taking into consideration direct and indirect cost to the Government, value to the recipient, public policy or interest served and other pertinent facts". (Emphasis added.) It is your view that it is in the public interest to provide utility services at less than actual cost within the meaning of 31 U.S.C. 483a when necessary to enable NPS to carry out its statutory responsibilities with respect to preservation, protection and public enjoyment of the national park system. The less than actual cost charges developed in these circumstances however, would not be less than comparable rates for public utilities in the general area of a particular park.

In our opinion, this is a valid interpretation of the authorities discussed above. In this connection, we also note that by letter c March 7, 1983, the Director, Office of Management and Budget, concurred in this interpretation in response to a February 3, 1983, letter from Secretary Watt.

If we may be of further assistance, please call Lars Hanslin of this office.

(Sgd.) J. Roy Spradley, Jr.

J. Roy Spradley, Jr.

cc: Docket
Chron CSW 2
Div. File
LHanslin: jo
4/4/83 - 5569A

GUIDELINES FOR IMPLEMENTATION OF COST BASED UTILITY CHARGES

Utilities Included

These guidelines apply to all water, sewer, solid waste, electricity, and heating services produced or provided directly by the National Park Service to non-NPS users.

Determining Operating Costs and Comparability

Determinations of costs and rates will be made at the park level, with Regional Office review and approval of the rate structure.

Since rates are to be based on actual operating costs or comparability whichever is the greater, it will be necessary to determine both.

Comparable utility rates are determined by examining the charges for like services in areas used to determine comparability for other park activities. Generally speaking, the applicable rates will be those charged for utilities in the same locations that are used to determine comparable rates for concessioner goods and services and for employee housing. Comparable rates need not necessarily be rates for a comparable utility system but rather for a comparable utility service.

Operating costs should be determined by calculating the costs of personnel (salaries and benefits), equipment, supplies, maintenance, and other direct expenses and including indirect expenses (overhead). Cyclic maintenance and other applicable periodic costs should be calculated and an appropriate proportion costed against each year's operating costs. Information on determining direct and indirect expenses is outlined in Attachments A and B.

The indirect costs (overhead) to be included in the determination of operating cost will be those directly related to park administrative costs; a flat percentage will be used Servicewide. These costs will be recovered in the utility rates by adding 15 percent of direct costs onto the direct park utility operating costs. WASO, Service Center, and Regional Office overhead costs are not included but an appropriate proportion of park costs which are paid out of WASO or Regional accounts for postage, FTS, etc., are included in the calculation of the 15 percent and amount to one percent.

Direct costs may be calculated from accounting data, other records and supportable estimates. A more complete list of items to be included in direct costs for various types of utilities is found in Attachments A and B. Direct costs will include a leave surcharge and a proportion of cyclic costs. Capital costs are not a factor in the rate base (unless there is some form of agreement with the user on cost-sharing), nor is depreciation. Excluded capital costs include the amortization of vehicles and heavy equipment.

In determining direct operating costs, cost data should be based on a recent 12-month period. Where operating costs are increased significantly by resource management and protection practices and considerations which have an impact on operating costs (and the utility rates), an adjustment should be made which deletes those costs attributable to resource management or protection from the operating costs calculations. In addition, operating costs can be adjusted either up or down to reflect reasonably anticipated changes in costs (e.g., a known increase in electricity charges for pumping) or to take account of inflationary factors (e.g., the yearly inflation rate, or the amount of the Federal pay comparability increase where salaries are a significant component of operating costs). Known inflationary factors and anticipated costs should be applied to adjust operating cost data prior to making the comparison with comparable utility rates.

Unanticipated expenses incurred or savings realized may be factored into the following year's rates, though rates may not be set below comparability. End of year payments by users or rebates by NPS to equalize actual costs and payments will not be made.

Establishing Rates Based on Operating Costs

Under this policy rates will normally be set and applied parkwide for each type of utility system, i.e., a single park rate for water, sewer, etc.. There may, however, be some instances when it would be desirable to set rates based on the operating costs of individual utility operations where independent utility operations are serving different users in the same park. The single park rate approach is preferable.

There are several permissible structures that can be used for establishing rates. These rate structures are described below. In addition, it would also be possible to combine aspects of more than one of the rate structures. However, whatever rate structure is adopted must be designed to fully recover estimated operating costs for the rate year. When

established, the rate structure for each park (not the actual rate) must be approved in writing by the Regional Director. Changes in the rate structure (not the rates) must also be approved in writing by the Regional Director.

The structure adopted should be as equitable as possible to all users and should be justified as being the appropriate system in seeking the Regional Director's approval. The structure should be adopted with care and with the anticipation that the same structure (not the same rates) will be continued into the foreseeable future. If for some reason, it becomes apparent that a change should be made in the rate structure, that change should be proposed and justified to the Regional Director for approval.

The simplest form of rate structure is the single unit rate structure. It is derived by dividing the total operating costs by the total number of units of utility service produced. This results in a uniform rate equal to the cost per unit of utility service. This unit rate structure is the easiest to determine, is likely to be more accurate in projecting cost recovery and is the simplest to manage administratively.

A variable or differential rate structure, however, can be used to serve specific goals. For example, where it is possible and desirable to encourage conservation and reduce usage, it may be useful to charge higher rates during what would normally be periods of heavy (peak) usage. This would be a rate structure which varies by time of use--time of day or time of year (season). Rate structures can also vary by class of user, however, except for the two classes inherent in this policy--NPS users and non-NPS users--no further variation by class of user should be adopted in implementing this policy.

A differential rate structure may reduce consumption particularly during high rate periods and make usage during peak and off-peak periods more even because, to save money, users are motivated to reduce utility usage or shift it from peak periods. The rates for this structure should be set with the anticipation that there will be reduced consumption as a usage response to the price change. In addition to the general benefits of conservation, reduced or redistributed usage may eliminate or at least postpone the need to expand the capacity of the utility physical plant.

Another possible rate structure is a flat fee plus unit charge. The flat fee is assessed for a period of time (monthly, semi-annually, or annually) with an additional charge for each unit used. This system is useful in situations where the system has a high percentage of fixed costs which would not be decreased by reduced usage. In those cases, a high unit rate might tend to discourage usage but costs would not be commensurately reduced and the park unit might find that the charges do not cover the full operating costs.

The flat fee in the flat fee plus unit charge rate structure is often used to recover the capital costs of the system, not a factor in the NPS rate structure. However, such a system could be used by a park unit to recover through the flat fee some of the fixed costs not affected by usage and the unit charge could recover variable operating costs.

Determining Usage

Many parks do not have meters or other means of measuring the usage of all users. Some parks are partially metered. Very few are fully metered though that is the eventual goal. Most park units, however, are able to accurately determine the number of total units produced.

While it is desirable to have the most accurate measures possible, metering can be expensive to install. It is essential to have meters where a variable or differential rate structure is to be used in order to record the variations in usage. It is also likely to prove cost effective to meter large users. In addition to the value of meters for determining usage, it is also important and helpful to keep good records and monitor periodic usage and usage patterns. This data can help guide operation of the system at optimum efficiency.

Under this policy and the implementing system, utility charges should be based on estimates where meters do not exist.

Determining the Difference Between Comparability and Operating Costs

The parks must compare the comparable rates with the operating cost rates to determine the appropriate basis of charging comparability or operating costs whichever is higher. It may be that the rate structure proposed by the park and the rate structure used by the comparable utility are not the same. While it might be more convenient if they were, the comparison can be accomplished by computing the total projected utility bill for the same period of usage (with appropriate adjustment for projected usage changes) under both comparability and operating costs.

The difference between operating costs and comparability should be determined based on the total projected utility billing for the same time period for all users. If the total projected billing is higher under comparability, the comparability rates should be charged by NPS. If the total projected billing is higher with NPS rates based on operating costs, those rates should be charged. When rates based on operating costs are charged, concessioners will be permitted to pass through those charges in excess of comparability through an adjustment factor in the rate approval program. (See Concessions Guideline, NPS-48, Chapter 18, paragraph F.)

Exceptions Based on Financial Feasibility

In a few instances, it appears that recovering the actual operating costs for utility services when they exceed comparability may threaten the economic viability of certain concession operations. Destroying the economic viability of a concessioner to provide visitor services that are "necessary and appropriate for public use and enjoyment" of the park, would frustrate the ability of NPS to carry out its statutory responsibilities to preserve and protect areas of the National Park System and to provide for their use and enjoyment by the public. Therefore, under this policy, the Regional Director can make exceptions (not a waiver of the policy) to permit utility charges to be reduced below actual operating costs, but under no circumstances below comparability. An exception will constitute a percentage reduction in the charge to a user, not a change in the basic rate. Utility bills should reflect both the charges at the established rate and the amount due at the reduced charge.

The request for exception must be made by the concessioner to the Superintendent. The Superintendent should investigate the concessioner request and forward the request along with relevant analysis and information and a recommendation to the Regional Director for decision. Such requests will be granted only where it can be documented that utility charges based on actual operating costs cannot be passed through to the visitor or paid by the concessioner without seriously damaging the marketability of the concessioner's goods and services or otherwise threatening the economic viability of the concession. Requests for exception must be made yearly; approvals are only valid for one year. Additional requests for exception must be made by the concessioner on an annual basis. Procedures for documenting and approving exceptions are set forth in NPS Concessions Guidelines, Chapter 18, paragraph F.2.

The Regional Director can make a determination to set the charges at an appropriate level between comparability and actual operating costs but may not approve rates below comparability.

Implementation

Concessioner rates for visitor goods and services are already established based on comparable charges for such goods and services in comparable locations. These comparable charges are presumed to include comparable expenses including utilities; therefore, the most current comparable utility rates are included in the approved rates for concessioner goods and services and should be collected by NPS. Further, as a matter of established and continuing policy, NPS employees are to be charged comparable rates for utilities.

Utility rates must be reviewed and updated on a yearly basis. All users should be given 60 days notice of a change in rates. This will generally mean notification no later than August 1 of rates to be effective at the beginning of the Fiscal Year. Concessioners are to be notified of utility rate changes far enough in advance so that advertising material can be printed to reflect the new utility charges. The notification should occur about the same time each year.

Unless there are extraordinary circumstances which merit special consideration for an extension of implementation, utility charges should be no lower than comparability. Requests for a phase-in extention will be handled on a case-by-case basis in accordance with the procedures below.

If it is determined that rates under comparability are greater than actual operating costs, implementation should proceed following notification. If operating cost based rates exceed those under comparability, the following approach should be followed:

1. Determine the appropriate rate structure and proposed rates to be charged based on actual operating costs. Submit rate structure and changes in rate structure to Regional Director for approval.

2. After approval, notify concessioners and other utility consumers and after 60 days notice, institute new utility rates for all users.

3. Concessioners notified of a utility rate increase may:

- absorb the rate increase;

- increase prices for goods and services to the extent that operating cost utility rates exceed comparable utility rates (through the rate approval process);

- request an exception or phase-in extention or;

- any combination of the above.

If the concessioner elects to request a rate change, an exception or a phase-in extension, a request must be submitted to the Superintendent not later than 15 days after notification of the utility rate increase. Rate change requests must be acted upon by the Superintendent not later than 15 days after the request. Exceptions or phase-in extensions must be acted upon by the Regional Director within 45 days of the request. Procedures for documenting and approving price increases and exceptions are set forth in the Concessions Guidelines, NPS-48, Chapter 18.

Where utility rate increases are substantial and will have a significant adverse impact on a concessioner's viability or operation, the Regional Director can approve a phase-in extension to full implementation. No such approval may be granted, however, without the concurrent negotiation and approval of an implementation schedule which will accomplish full implementation within a reasonable timeframe.

Waiver of Utility Policy

Any waiver of this policy may only be granted by the Director, National Park Service.

ATTACHMENT A: DETERMINATION OF OPERATING COSTS

Direct Costs

Operating costs are determined by the establishment of a Project Management Plan (Form 10-451) in PFM for each utility operation. All expenditures for personal services (salaries and benefits, excluding leave taken which must be charged to a separate account), travel, supplies and materials, and equipment directly associated with the utility will be shown on the 10-451.

Direct costs should be calculated on the most recent 12-month period for which data are available. (See Attachment B for categories of direct costs.)

Where operating costs are increased significantly by resource management and protection practices and considerations and have an impact on operating costs (and the utility rates), an adjustment should be made which deletes those costs attributable to resource management or protection from the operating costs calculations. In addition, operating costs can be adjusted either up or down to reflect reasonably anticipated changes in costs (e.g., a known increase in electricity charges for pumping or to take account of inflationary factors (e.g., the yearly inflation rate, or the amount of the Federal pay comparability increase where salaries are a significant component of operating costs). Known inflationary factors and anticipated costs should be applied to adjust operating cost data prior to making a comparison with comparable utility rates.

Unanticipated expenses incurred or savings realized may be factored into the following year's rates, though rates may not be set below comparability. End of year payments by users or rebates by NPS to equalize actual costs and payments will not be made.

Direct costs will be determined by adding a leave surcharge to the total accrued expenditures in the project. The leave surcharge is computed by multiplying personal service charges (including accrued payrolls) by a percentage factor of 10.5 percent. This factor may be calculated and changed periodically by the Finance Division.

Cyclic maintenance costs should be divided by the number of years in the maintenance cycle for each cost and the appropriate per year portion included. Cyclic maintenance costs include the repair and replacement of component parts of process equipment but should not include significant capital improvements which result in upgrading the system. Avoid counting salaries and benefits twice (for both routine and cyclic maintenance) for hours employed in maintenance activities.

Acquisition costs for vehicles and heavy equipment (object class 3110) are capital costs and should not be included.

The attributable costs of any leased equipment or vehicles must be added as a direct cost. Costs for any GSA leased space for the utility services at the park level must be added as a direct cost. The cost of GSA leased space, where applicable, can be obtained from the WASO Administrative Services Division.

Extraordinary costs associated with utility production and attributable to resource management and protection practices are to be subtracted before totalling direct costs.

A Park Utility Operation Costs Worksheet is outlined on page A-3.

Indirect Costs

To determine the full cost of the operation of the utility, indirect costs (overhead) must be applied. The indirect costs (overhead) to be included in the determination of operating cost will be those directly related to park administrative costs; a flat percentage will be used Servicewide. These costs will be recovered in the utility rates by adding 15 percent of direct costs onto the direct park utility operating costs. WASO, Service Center, and Regional Office overhead costs are not included but an appropriate proportion of park costs which are paid out of WASO or Regional accounts for postage, FTS, etc., are included in the calculation of the 15 percent and amount to one percent. The following are the components of the indirect cost factor:

Park Administrative Costs of Parks with Utility Systems This factor is based on the average park administrative costs (WEs 105 & 110) for parks that produce utilities. (14 percent)

Park Administrative Costs Funded by WASO and Regional Offices These Washington and Regional Offices funded park costs include the parks' proportion of postage, unemployment benefits, workman's compensation, and Federal Telecommunications Service (FTS) expenses. (1 percent)

PARK UTILITY OPERATION COSTS

WORKSHEET

Park Name _____ FY _____

Utility _____

Project Account No. _____

Hours Worked In Project Account _____

Direct Costs:

Personal Services (Pay & Benefits)	(1)$_____	
Leave Surcharge (10.5% of Line 1)	(2) _____	(+)
Non-Capital Equipment (Exclude Capital Equipment)	(3) _____	(+)
GSA Leased Space	(4) _____	(+)
All Other Expenditures	(5) _____	(+)
Cyclic Maintenance	(6) _____	(+)
Subtotal Direct Costs	(7)$_____	
Minus Extraordinary Res. Mgmt. Costs	(8) _____	(-)
Total Direct Costs	(9)$_____	

Indirect Costs:

15% of Total Direct Costs (15% of Line 9)	(10)$_____	(+)

TOTAL OPERATING COST (Direct + Indirect Costs--Line 9 + Line 10) (11)$==========

ATTACHMENT B: DIRECT COSTS OF UTILITY SYSTEMS

Water Systems (Potable and Irrigation)

The direct costs of treatment, storage and distribution of water will vary depending on the type of treatment required, the amount of energy required for pumping, the storage requirements and the distribution system layout. In general, calculations of operating costs should include:

1. All personal services, supplies, power, and equipment repairs necessary to operate and maintain potable water facilities in accordance with Federal and State standards.

2. Maintenance projects (including replacement of equipment components of the system) necessary for the operation of the utility funded from ONPS or Cyclic Maintenance (Type 280) accounts. Cyclic maintenance costs and other costs of a periodic nature should be allocated as a cost element over the appropriate number of years.

The kinds of operation and maintenance costs which should be included where appropriate in calculating the operating costs of water systems include but are not limited to:

1. Inspections and testing.

2. Repair and replacement of valves, hydrants, meters and other appurtenances.

3. Replacement of water line if less than 1,000 feet.

4. Cleaning, painting and sealing water storage reservoirs.

5. Maintenance on raw water reservoirs, intakes and transmission lines.

6. Repair and/or replacement of electrical and mechanical components of the treatment process.

7. Chemical costs associated with the treatment process.

8. Utilities and maintenance costs for any structures housing treatment and pumping equipment.

9. Replacement of filter media and cartridge-type filters.

10. Backwash pond cleaning and maintenance including sludge removal.

11. Laboratory equipment or fees necessary to monitor process, control and obtain reporting data as required by regulatory agencies.

12. Cleaning and repairing distribution systems.

13. Winterizing and de-winterizing the system.

14. Removal of animals, vegetation and other obstructions (ice) from intakes.

15. State certification and licensing fees for plants and training costs for operators.

16. Cost of special maintenance assistance/engineers to monitor and improve performance.

Wastewater Systems (Sewage)

The direct costs of waste water collection, treatment and disposal will vary depending on the type of facilities--septic tanks, absorption fields, lagoons, and complex mechanical treatment plants. In general, calculations of costs should include:

1. All personal services, supplies, power, and equipment repairs necessary to operate and maintain wastewater facilities in accordance with accepted standards for resource protection and compliance with State and Federal regulations.

2. Maintenance projects (including replacement of equipment components of the system) necessary for utility operation funded from ONPS or Cyclic Maintenance (Type 280) accounts. Cyclic maintenance costs and other costs of a periodic nature should be allocated as a cost element over the appropriate number of fiscal years.

The kinds of operation and maintenance costs which should be included where appropriate in calculating the operating costs of wastewater utility services include but are not limited to:

1. Inspections.

2. Normal operational and maintenance procedures, in accordance with standard practices, required to comply with State and Federal regulations and to provide resource protection.

3. Energy required for pumping and treating wastewater.

4. Inspecting, cleaning and repairing sewerlines and manholes.

5. Repair and replacement of pumps, motors, electrical and mechanical equipment in lift station.

6. Absorption field replacement.

7. Repair and/or replacement of mechanical and electrical components in wastewater treatment and disposal plants.

8. Chemical costs associated with wastewater treatment and disposal.

9. Pumping septic tanks, vault toilets, pit toilets and holding tanks.

10. Lagoon and percolation pond cleaning.

11. Replacement of sludge drying bed media.

12. Laboratory equipment or fees necessary to monitor process, control and obtain reporting data as required by regulatory agencies.

13. Repair and/or replacement of flow monitoring equipment.

14. Winterizing and de-winterizing the system.

15. Removal of animals, vegetation and other obstructions.

16. State certification and licensing fees for plants and training costs for operators.

17. Cost of special maintenance assistance/engineers to monitor and improve performance.

Solid Waste Collection and Disposal

Solid waste collection and disposal costs will vary with the geographical distribution of the generating points, the volume generated at each location, and the distance to the disposal site. In general, calculations of operating costs should include:

1. All personal services, supplies, power, and equipment repairs necessary to operate and maintain solid waste collection and disposal facilities in accordance with Federal and State standards.

2. Maintenance projects (including replacement of equipment components of the system) necessary for the operation of the utility funded from ONPS or Cyclic Maintenance (Type 280) accounts. Cyclic maintenance costs and other costs of a periodic nature should be allocated as a cost element over the appropriate number of years.

The kinds of operation and maintenance costs which should be included where appropriate in calculating the operating costs of solid waste systems include but are not limited to:

1. Inspections.

2. Cost of storage containers, bins and liners.

3. Personnel, fuel and maintenance costs for collection/transportation equipment.

4. Personnel, fuel and maintenance costs for excavation and equipment at NPS operated landfills.

5. Disposal costs at commercial disposal sites or costs for permits.

6. Fence repair at NPS landfills.

7. Personnel, fuel and maintenance costs for incinerators.

8. Cost of incineration or disposal outside the park.

Electricity

The direct costs of electrical generation and distribution will vary depending on the type of generation (hydro or diesel), the length of transmission, and the size of the generator. In general, calculations of operating costs should include:

1. All personal services, supplies, power, and equipment repairs necessary to operate and maintain electicity system facilities in accordance with Federal and State standards.

2. Maintenance projects (including replacement of equipment components of the system) necessary for the operation of the utility funded from ONPS or Cyclic Maintenance (Type 280) accounts. Cyclic maintenance costs and other costs of a cyclic nature should be allocated as a cost element over the appropriate number of years.

The kinds of operation and maintenance costs which should be included where appropriate in calculating the operating costs of electricity systems include but are not limited to:

1. Inspections.

2. Maintenance of turbines, transformers, and switch gear.

3. Maintenance of distribution lines and meters.

4. Maintenance of diesel engines and generators.

5. Cost of fuel and antifreeze.

6. Winterizing and de-winterizing the system.

7. Removal of animals, vegetation and other obstructions (ice) from hydro intakes.