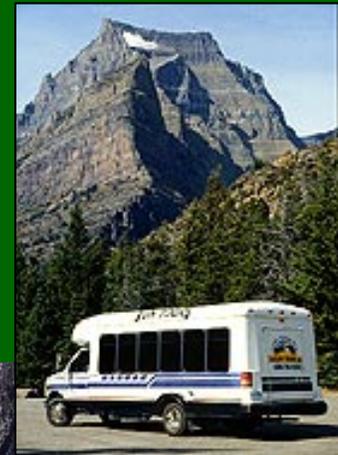
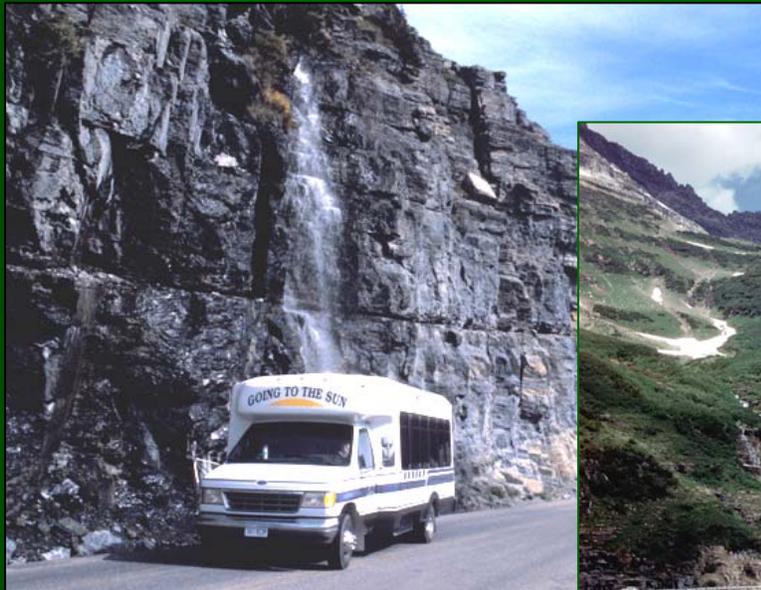


# PROSPECTUS

## A Concession Business Opportunity for Interpretive Motor Vehicle Tours Highlighting American Indian Culture

Glacier National Park

Solicitation #  
GLAC010-07



National Park Service  
U.S. Department of the Interior

Intermountain Region





# PROSPECTUS

For a Category III Concession Contract for  
INTERPRETIVE MOTOR VEHICLE TOURS HIGHLIGHTING  
AMERICAN INDIAN CULTURE  
within  
GLACIER NATIONAL PARK  
Intermountain Region  
Concession Contract No. GLAC010-07

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PROSPECTUS ISSUED: \_\_\_\_\_

Proposals and any modifications of them must be **received** by  
The National Park Service

not later than \_\_\_\_\_ by 4:00 P.M.

TO:  
National Park Service  
Intermountain Region  
Attn: Tom Williamson  
Concessions Management IMDE-ACM  
12795 West Alameda Parkway  
Lakewood, Colorado 80228  
(303) 969-2582

ADDRESS QUESTIONS BY MAIL TO:  
Jan Knox, Chief, Concessions Management  
Glacier National Park  
PO Box 128  
(Fed-X Address: Headquarters – Going-to-the-Sun Road)  
West Glacier, Montana 59936  
(406) 888-7908  
(406) 888-7904 (FAX)





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IN COMPLIANCE WITH 36 C.F.R. § 51.5, THE NATIONAL PARK SERVICE (“SERVICE”) PROVIDES THE FOLLOWING INFORMATION ABOUT THE MINIMUM REQUIREMENTS OF THE DRAFT CONCESSION CONTRACT:

1. The minimum acceptable franchise fee is 2 % of annual gross receipts or \$500.00, whichever is greater.
2. There is no Repair and Maintenance Reserve under the Draft Contract.
3. The term of the Draft Contract will be 10 years.
4. The minimum authorized visitor services are set forth in Section 2 of the Draft Contract.
5. No Capital Investment in in-park property is required under the Draft Contract.
6. The minimum measures that the Concessioner must take to ensure the protection, conservation, and preservation of the resources of the Area are set forth in federal law, especially in Title 16 United States Code, federal regulations, especially 36 Code of Federal Regulations, and in the Draft Contract including all of its exhibits and attachments.
7. Other minimum requirements that the Draft Contract may specify are set forth in the Draft Contract, including all of its exhibits and attachments.
8. The terms and conditions of the Existing Contract are set forth in Appendix 1.
9. A description of the services provided by the Service to the Concessioner is set forth in the Draft Contract, including its exhibits and attachments.
10. No compensation will be due the Existing Concessioner from the New Concessioner.
11. The selection factors the Service will use to award the New Contract are set forth in the Proposal Package.
12. This Prospectus also contains such other information related to the Draft Contract that is available to the Service that the Director has determined is necessary to allow for the submission of competitive proposals.
13. The Service has determined that the Existing Concessioner is a preferred Offeror for this Draft Contract pursuant to the terms of 36 C.F.R. Part 51.





**Business Opportunity**  
**For**  
**INTERPRETIVE MOTOR VEHICLE TOURS**  
**HIGHLIGHTING AMERICAN INDIAN CULTURE**  
**within**  
**GLACIER NATIONAL PARK**

**CC-GLAC010-07**

*Department of the Interior*

National Park Service



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## 1 Introduction

### 1.1 Foreword

This section describes in general terms the future business opportunity for Interpretive Motor Vehicle Tours Highlighting American Indian Culture within Glacier National Park (the “Area”).

Potential Offerors are responsible for reviewing all sections of this Prospectus and, specifically, the terms and conditions of the attached Draft Contract, including its exhibits, to determine the full scope of the new Concessioner’s responsibilities under the Draft Contract.

This Prospectus is issued under the authority of the National Park Service Concessions Management Improvement Act of 1998, 16 U.S.C. §§ 5951-5966, 112 Stat. 3503, Pub. L. 105-391 as implemented by 36 C.F.R. Part 51, both are included for reference in Appendix II. In the event of any inconsistency between the terms of this Prospectus and 36 C.F.R. Part 51, 36 C.F.R. 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.

### 1.2 The National Park Service Mission

Congress created the National Park Service (NPS) 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. (16 U.S.C. § 1)*

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Additionally, Congress has declared that the National Park System should be:

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*...preserved and managed for the benefit and inspiration of all the people of the United States. (16 U.S.C. §§ 1a-1)*

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The overall mission of the NPS is the preservation and public enjoyment of significant aspects of the nation’s natural and cultural heritage. To learn more about the NPS, visit [www.nps.gov](http://www.nps.gov). This site includes information about the NPS, its mission, policies, and individual parks.

### 1.3 Glacier National Park Background and Mission

Congress established Glacier National Park in 1910. This wilderness park lies in northwestern Montana adjacent to the Canadian border. Its 1,013,572 acres along with Canada’s Waterton Lakes National Park form Waterton-Glacier International Peace Park, the world’s first designated international peace park. The Area also carries the honor of being designated as a Biosphere Reserve and a World Heritage Site. Glacier National Park was set aside to preserve and protect the natural and cultural resources within its boundaries for



future generations and continues to provide opportunities to experience, understand, and enjoy the Area consistent with the preservation of resources in a state of nature. The Area is particularly significant because of its exceptionally long geologic history, spectacular scenery, and rare primitive wilderness experiences. It is one of the most ecologically intact temperate areas remaining in North America and chronicles a history of human activities that value the Area's natural features.

The diverse habitats in Glacier National Park are home to over 70 species of mammals and over 260 species of birds, including many federally-listed threatened and endangered species. The spectacular glaciated landscape is a hiker's paradise containing over 700 miles of maintained trails that lead deep into one of the largest intact ecosystems in the lower 48 states. The Park contains over 350 structures listed on the National Register of Historic Sites and six National Historic Landmarks.

The NPS provides and maintains the infrastructure in the Area and operates a range of visitor services including visitor centers, campgrounds, picnic areas, and interpretive services. Non-profit organizations also provide environmental and educational opportunities. The services currently provided under concession contracts include:

- Lodging, retail, tours, transportation, food and beverage services
- Guided backpacking and day hiking services
- Guided horseback riding and stock packing services
- Interpretive motor vehicle tours (this solicitation)
- Boat tours and small boat rentals
- Lodging and food and beverage services at two backcountry chalets

The Area considers the concessioners and other business operators within the Area are critical participants whose actions have dramatic and important effects upon visitors and Area resources. As such, concessioners should understand and embrace the Area's mission and work to achieve the Area's objectives while also striving to fulfill their own organizational and business goals.

To learn more about Glacier National Park, visit [www.nps.gov/glac](http://www.nps.gov/glac).

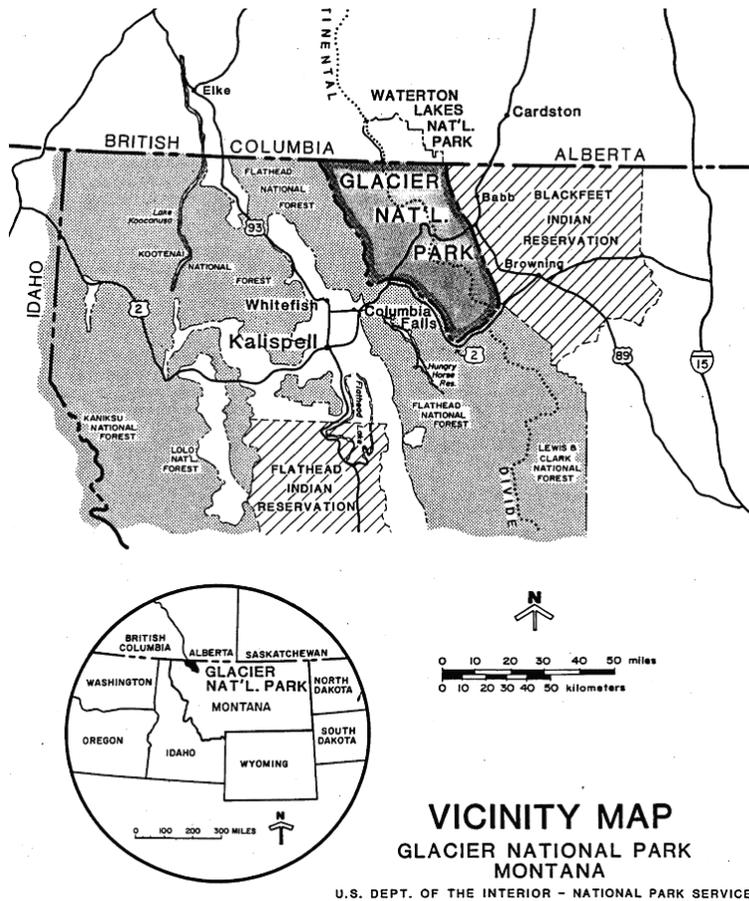
#### **1.4 Jurisdiction**

Glacier National Park exercises exclusive federal jurisdiction where law enforcement is conducted by NPS rangers holding federal law enforcement commissions. Fire protection is provided by the Park's volunteer fire brigade or through cooperative agreements with community brigades outside the Park.



**1.5 Location**

Exhibit 1-A presents a map showing the Area and nearby landmarks. The Area is located in northwestern Montana on the border between the United States and Canada along the Continental Divide and is bisected by the Going-to-the-Sun Road, a National Historic Landmark and National Engineering Landmark road. Although the Area remains open year round, sections of the Going-to-the-Sun Road and other roads in the Area are closed by snow during the winter months. State Highway 2, which follows the southern boundary of the Area, provides east-west access and is open year round. Highways 49 and 89 provide access to the east side of the Area. The Area lies near the towns of Browning, Columbia Falls, Kalispell and Whitefish, Montana.



*Exhibit 1-A*  
 Source: NPS

Montana is the fourth largest state in the U.S. with a population of approximately 902,000, estimated to increase to 1,000,000 by 2010. The state’s remoteness, vast open spaces, availability of rugged terrain, and scenic beauty are its greatest attractions. Montana’s transportation gateways include major highways, airports and Amtrak stations. In 2001,

Montana hosted 9.5 million non-resident travelers, who spent \$1.7 billion, making tourism and recreation the state’s second largest industry.<sup>1</sup>

Montana tourism is divided into two seasons. The fall/winter/spring season includes October through April, while the summer season includes May through September, with peak tourist season occurring July through September.

Glacier National Park is one of the key destinations in Montana and is the most significant generator of tourism activity in the northwestern part of the state. The Park offers many opportunities for outdoor recreation in a predominately rugged outdoor environment. These opportunities, along with the scenic vistas and opportunities for wildlife viewing offered by the Area, account for much popularity as a tourism destination.



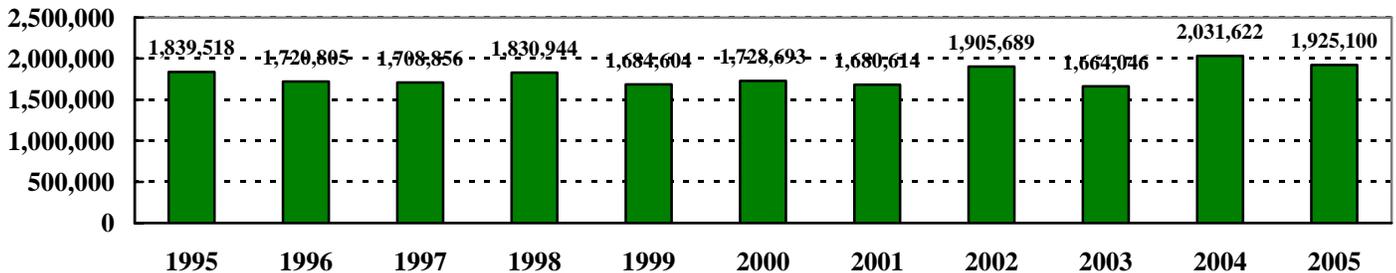
The Area abuts the border between the United States and Canada and affects local economies of three counties in Montana (Lake, Flathead, and Glacier) and a part of southwest Alberta, including three municipal districts (Cardston, Pincher Creek, and Willow

Creek). Numerous local organizations are engaged in economic development and tourism, including chambers of commerce, regional organizations, economic development organizations, and the tribal councils of the Blackfeet, and the Confederated Salish and Kootenai Tribes.

For more information on the local market area, visit Glacier Country’s website at <http://glacier.visitmt.com/>

**1.6 Visitation**

Exhibit 1-B presents annual recreational visitation at Glacier National Park. As can be seen in Exhibit 1-B, visitation has been relatively stable with the exception of 2003 when wildland fires caused temporary closures of some areas of the Area in July and August.



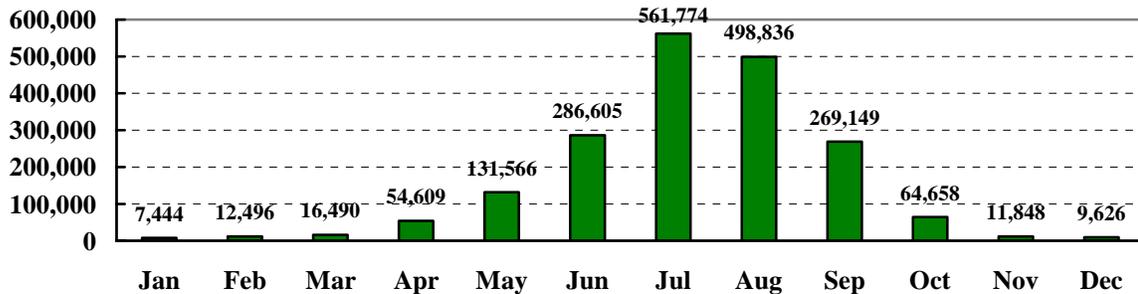
**Exhibit 1-B. Annual Recreational Visitation**

Source: Public Use Statistics Office (<http://www2.nature.nps.gov/stats/>)

<sup>1</sup> Source: Montana Tourism & Recreation Strategic Plan 2003-2007

Exhibit 1-C presents monthly recreational visitation to the Glacier National Park. As can be seen in Exhibit 1-C, the Area is open to the public year-round, however, the primary visitor season extends from mid-May to mid-October. Much of the visitation occurs between Memorial Day and Labor Day, with the peak season typically occurring in the months of July and August. Visitor statistics for the 5 year period of 2001-2005, show that 55 percent of the average annual visitors to the Area arrived in July and August, with the shoulder months of June and September attracting 30 percent of the annual visitation. The remaining 8 months attracted only 15 percent of the total annual visitors. Lodging occupancy in the Area during July and August is consistently near capacity.

*Exhibit 1-C. Monthly Recreational Visitation (2005)*



Source: Public Use Statistics Office (<http://www2.nature.nps.gov/stats/>)

**2 Operations**

**2.1 Required Services**

Exhibit 2-A presents a summary of visitor services required under the Draft Contract. Exhibit 2-A also identifies whether the required services materially differ from those required under the Existing Contract. The Draft Contract, including its exhibits, provides details on these required services.

*Exhibit 2-A. Overview of Required Services*

Service	Description	Material Differences from Existing Authorization
Interpretive Motor Vehicle Tours.	Cultural interpretive motor vehicle tours integrating aspects of the history and culture of the Blackfeet, Confederated Salish and Kootenai Tribes and tribal perspectives as they relate to Glacier National Park. The Tours occur daily on Area roads excluding the inside North Fork Road.	No material change. The existing concession permit authorized but did not require the provision of services. The Draft Contract will require the provision of these services. The existing permit also limited the number of vehicles used in the operation and did not allow pick up of passengers inside the Area until recent years. These limitations will not be included in



		<p>the Draft Contract. The existing permit also specified interpretation of Blackfeet culture with narratives from a Blackfeet Tribal member’s perspective. The existing Concessioner provides tours from East Glacier, St. Mary, and locations within the Area. They provide tours on the Blackfeet Indian Reservation, within the Area, and in other areas adjacent to the Area. Tours typically last all day and include a stop for meals at restaurants. The concessioner does not provide meal service. In the Draft Contract, the Concessioner may establish additional or alternative routes subject to rate approval by the Superintendent.</p>
<p>Interpretation of Area resources</p>	<p>Cultural and natural resource interpretation as an integral part of each trip.</p>	<p>No material change. The new Concessioner will develop and present the interpretive content consistent with NPS standards for interpretation and education as outlined in the NPS Interpretive Development Program. The Concessioner will make best efforts to involve tribal members in developing the interpretive messages related to the tribes’ cultural ties to the Area.</p>

**Authorized Services: none**

**2.2 Assigned Land and Facilities**

The Service will not assign any land or facility to the new Concessioner for use in conducting operations under the Draft Contract. The new Concessioner must conduct all support operations outside the Area including vehicle storage, refueling, maintenance, and employee housing.

### 3 Operating Environment

#### 3.1 Direct Competition to Concessioner

Exhibit 3-A identifies businesses that directly compete with the concession operation and are located in the Area. Exhibit 3-A is not intended to be an exhaustive listing of all potential competition. Potential Offerors must conduct their own research to evaluate the competitive environment.

*Exhibit 3-A. Direct Competition*

Competitor	General Location	Competing Services
Glacier Park, Inc.	In the Area and adjacent areas.	This concessioner provides interpretive motor vehicle tours of the Area and adjacent areas using a fleet of 1930s vintage 18 passenger buses. They also provide a trailhead shuttle service within the Area. Their contract grants them the right of first refusal to provide all tour services between Lake McDonald Lodge and Rising Sun Motor Inn and all daily transportation services in the Area. They have waived some of their tour rights to allow for the issuance of this concession opportunity.
National Park Service provided shuttle service	In the Area along the Going-to-the-Sun Road and in the Apgar area.	Beginning in 2007, a shuttle system will provide free transportation to help mitigate impacts from a major road rehabilitation effort. The service provider has not yet been identified.
Glacier Wilderness Guides	In the Area	This concessioner provides guided day hikes and backpacking trips. A part of the service includes transportation to their clients for the activities.
Belton Chalets, Inc.	In the Area	This concessioner may provide its guests transportation to the trailheads to Granite Park and Sperry Chalet. They currently do not offer this service.
Various	In some areas of the Area.	Tour providers are allowed to bring tours to some areas of the Area on an infrequent and unscheduled basis. See 36 CFR 7.3 for more details.
Future	Undecided	In the past, there has been only two authorized providers of commercial motor vehicle tours in the Area specifically on the section of the Going-to-the-Sun Road between Rising Sun Motor Inn and Lake McDonald Lodge.



		<p>This new contract conveys no exclusive right to provide these services. The Area recently completed a Commercial Services Plan, which determined that interpretive motor vehicle tours, step on guide services, and private vehicle shuttle services are considered necessary and appropriate services for the Area. When the current concession contract with Glacier Park Inc., expires, the NPS may determine that additional concession contracts or authorizations are necessary for the implementation of motor vehicle tours. The NPS will offer all additional opportunities through the competition process under the NPS concession program. See the Commercial Services Plan for further details.</p>
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**3.2 Area-Specific Attributes Potentially Impacting Concession Operations**

Exhibit 3-B identifies several unique attributes of the Area that could potentially affect the concession operation. Exhibit 3-B is not intended to be an exhaustive listing of all unique attributes. Potential Offerors must conduct their own research to evaluate the operating environment.

*Exhibit 3-B. Unique Attributes Potentially Impacting Concession Operations*

Unique Attribute	Potential Impact to Concessioner
<p>Vehicle size restrictions</p>	<p>Public vehicles and vehicle combinations longer than 21 feet (including bumpers) or wider than 8 feet (including mirrors) are prohibited on the Going-to-the-Sun Road between Avalanche Campground and the Sun Point parking area. Vehicles taller than 10 feet may have difficulty driving west from Logan Pass due to rock overhangs. As a provision of the Draft Contract, the new Concessioner may use only vehicles under 25 feet long (including bumpers).</p>
<p>Road Construction</p>	<p>The Area is preparing to rehabilitate the Going-to-the-Sun Road, the primary Area road, in an 8 year process expected to begin within the next 2 years. Although mitigation efforts will maintain access along the road and to the major trailheads during the rehabilitation, some negative effect on Area visitation may occur. Beginning in 2007, the Area will provide free a shuttle system to help mitigate impacts from a major road rehabilitation effort.</p> <p>To facilitate the construction work in the higher alpine areas of the Going-to-the-Sun Road, some delays and closures will occur. Prior</p>

	<p>to July 1 and after mid September, the construction contractor could opt to suspend through traffic on the Going-to-the-Sun Road. Between July 1 and mid September, traffic delays up to 30 minutes for a one way trip across the Area could occur. In addition, delays up to 1 hour could occur in the mornings (8-10 a.m.) and evenings (3-8 p.m.) on Monday through Thursday. Also, Monday through Thursday there could be delays for night work from 8:00 p.m. to 8:00 a.m.. For more information, see <a href="http://www.nps.gov/glac/plans.htm">www.nps.gov/glac/plans.htm</a></p> <p>During the term of the Draft Contract, construction may occur on other Area roads.</p>
Park Planning	<p>Glacier National Park has undergone several planning processes to help guide management of the Area. The General Management Plan (GMP) completed in 1999 provides broad guidance and management philosophy for the Area for the following twenty years. A Commercial Services Plan tiering off of the GMP was completed in 2005. These documents include decisions that directly affect the provision of commercial services in the Area. These planning documents may be viewed at <a href="http://www.nps.gov/glac/plans.htm">www.nps.gov/glac/plans.htm</a>.</p>
External influences	<p>Area visitation has fluctuated over recent years as a result of local, regional, and national influences including wildland fires, the economy, and national security.</p>
Operating season and seasonal closures	<p>The operating season for this opportunity is anticipated to run from June through early October. The Area may approve a shorter operating season; however, in general the Concessioner is expected to provide services during the primary visitor season (June through mid-September.) The Superintendent considers operating dates on an annual basis.</p> <p>Some Area roads are not accessible during the late fall, winter, and early spring months. Snow, slides, and rock fall may temporarily close roads to vehicular traffic. Public road access typically opens into Many Glacier in early April, into Two Medicine in early May and the upper portion of the Going-to-the-Sun Road across Logan Pass in mid to late June.</p>
Employee training	See Operating Plan, IV. C. Training Requirements
Evaluation of services	See Operating Plan, VI. Evaluations



**3.3 Concessioner Impact on Area Resources**

The mission of Area leadership includes protecting, conserving, and preserving Area resources. Exhibit 3-C describes resources that the concession operations most likely will affect. Exhibit 3-C is not intended to be exhaustive but instead focuses attention on effects that are particularly important to the Area.

*Exhibit 3-C. Concessioner Impact on Area Resources*

Area Resource	Description
Wildlife interaction	Plans exist for the management of specific wildlife species and resource issues that may affect the way in which the new Concessioner provides interpretive motor vehicle tours highlighting American Indian Culture. For example: The interpretive motor vehicle tours may include stops and short walks at various points along the roads. These walks may occur on trails in natural areas that include habitat for a variety of wildlife species, and the Concessioner must conduct these services consistent with the NPS goal of minimizing human-wildlife interactions. Trails may be closed in certain areas at times due to weather, trail conditions, other emergencies or on an unscheduled basis due to bear management actions. The operator must comply with current Bear Management Plan. (Appendix II D).
Environmental impact	Under the new Contract, the concessioner must use environmentally friendly products with consideration to the ability to reuse or recycle the product and its packaging and to the potential impacts to wildlife (for example biodegradable antifreeze). All of the new Concessioner’s operations must comply with the Park’s Hazardous Waste Management Plan and the Montana Hazardous Waste Program, including storage and disposal of hazardous waste.

**4 Investment and Expenses**

**4.1 Possessory Interest / Leasehold Surrender Interest**

Possessory Interest is a compensable interest in real property and real property improvements in the Area. There is no Possessory Interest associated with this contract.

**4.2 Other Property**

The new Concessioner must provide all personal property necessary for the operation. There is no requirement for the new Concessioner to purchase personal property from the existing Concessioner.

### 4.3 Concession Facilities Improvement Program

The Draft Contract does not require or allow the new Concessioner to undertake and complete a real property improvement program (known as a Concession Facilities Improvement Program or CFIP) in the Area. There are no facilities provided for this concession in the Area. The new Concessioner's base of operation must be provided outside the Area.

### 4.4 Repair and Maintenance Reserve

The Draft Contract does not require a repair and maintenance reserve.

### 4.5 Utilities

The Concessioner's base of operation must be outside the Park. The NPS provides no utilities to the existing or new concession.

## 5 Financials

### 5.1 Concessioner Financial Projections

The Proposal Package of this Prospectus requires Offerors to develop financial projections based upon the services under the Draft Contract. Offerors should exercise caution in using the historical information and NPS estimates. The NPS will not provide financial projections. Each offeror must conduct its due diligence, producing its own financial projections and relying on its own financial assumptions.

### 5.2 Gross Receipts

Exhibit 5-A presents historical concession revenue for the past [ten] years

*Exhibit 5-A. Gross Revenue by Department*

<b>Year</b>	<b>Total</b>
2005	<b>\$115,463</b>
2004	<b>\$133,785</b>
2003*	<b>\$108,007</b>
2002	<b>\$124,930</b>
2001	<b>\$ 97,942</b>
2000	<b>\$ 78,722</b>
1999*	<b>\$ 48,760</b>
1998	<b>\$ 48,883</b>
1997	<b>\$ 41,661</b>
1996	<b>\$ 23,455</b>
<b>Total</b>	<b>\$821,608.00</b>

*Source: Concessioner Annual Financial Reports*

\* At the end of the 1999 summer season, the historic red buses operated by Glacier Park, Inc., were removed from service and temporarily replaced by a fleet of 15 passenger vans.



This, as well as the return of the newly renovated fleet of historic red buses by the end of 2002, affected the operation of the existing Concessioner. In 2003, wildland fires resulted in temporary closures and evacuations of some areas of the Park. These closures and smoke from the fires also affected the visitation and bookings of the existing Concessioner.

**5.3 Rates**

The Area ensures that the Concessioner’s rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided in the private sector. The NPS will determine the reasonableness of rates based upon the NPS “Concession Management Rate Approval Guide.” The Operating Plan (Exhibit B to the Draft Contract) describes the rate approval procedures and may change. Generally, rates are based on comparison with like services provided by the private sector, under similar circumstances and in the same general geographic region. The Superintendent approves all rates.

Exhibit 5-B presents the currently approved rates for the concession operation.

*Exhibit 5-B. Currently Approved Rates*

Service	Currently Approved Rate
Round trip tours from East Glacier to St. Mary, across the Going-to-the-Sun Road to Lake McDonald Lodge, and returning to East Glacier	\$ 65.00 Adults \$ 20.00 Children 5-12 years Under 5 free
Round trip tours from St. Mary across the Going-to-the-Sun Road to Lake McDonald Lodge and returning to St. Mary	\$ 40.00 Adults \$ 15.00 Children 5-12 years Under 5 free

Please note that additional routes may be available per the terms of the Draft Contract.

**5.4 NPS Financial Analysis**

The Draft Contract requires a minimum franchise fee of 2% percent of annual gross receipts or \$500 (whichever is greater). Offerors may propose a higher franchise fee in accordance with the terms of this Prospectus.

The NPS performed a franchise fee analysis to establish the minimum franchise fee, which considered historical financial information as well as projections for the term of the contract. The NPS used the Capital Asset Pricing Model in the fee analysis. The NPS considers franchise fee analysis as confidential and does not release copies.

The current franchise fee for the Existing Contract is 2% percent of annual gross receipts.

**6 Additional Contract Terms**

**6.1 Preferred Offeror Determination**

The NPS has determined that the existing Concessioner is a Preferred Offeror for this Draft Contract pursuant to the terms of 36 C.F.R. Part 51. The existing Concessioner must submit a

responsive proposal to this Prospectus to be considered for award of the contract. If the existing Concessioner submits a responsive proposal and that proposal is not selected as the best proposal, the Preferred Offeror designation allows the existing Concessioner to match the terms of the best offer and be awarded the contract.

## 6.2 Term and Effective Date

The Draft Contract is for a term of 10 years beginning on its effective date, which is estimated to be January 1, 2007. The effective date of the Draft Contract may change prior to contract award if determined necessary by the NPS. The expiration date of the Draft Contract will change accordingly if a material adjustment is made to the effective date that significantly affects the business opportunity.

## 7 Site Visit

No site visit is planned for this solicitation. For more information, please contact:

Jan Knox  
 Chief of Concessions Management  
 Glacier National Park  
 P.O. Box 128  
 West Glacier, MT 59936  
 406-888-7908

## 8 Website References

<b>National Park Service information</b>	<a href="http://www.nps.gov">http://www.nps.gov</a>
<b>Glacier National Park information</b>	<a href="http://www.nps.gov/glac/home.htm">http://www.nps.gov/glac/home.htm</a>
<b>NPS Interpretive Development Program</b>	<a href="http://www.nps.gov/idp/interp">http://www.nps.gov/idp/interp</a>
<b>Glacier National Park planning documents (e.g., General Management Plan, Commercial Services Plan, Going-to-the-Sun Road EIS and Socioeconomic Analysis)</b>	<a href="http://www.nps.gov/glac/plans.htm">http://www.nps.gov/glac/plans.htm</a>
<b>Montana tourism information</b>	<a href="http://www.travelmontana.state.mt.us">http://www.travelmontana.state.mt.us</a>
<b>Glacier Country tourism information</b>	<a href="http://www.glacier.visitmt.com">http://www.glacier.visitmt.com</a>





**PROPOSAL INSTRUCTIONS**

**CC-GLAC010-07**

*Department of the Interior*

**National Park Service**

**GLACIER NATIONAL PARK**

**Proposal to Operate Interpretive Motor Vehicle Tours Highlighting  
Native American Culture  
Within Glacier National Park**



## PROPOSAL INSTRUCTIONS

### 1) Response Requirements for Submission of Proposal

- a) This Prospectus is issued under the authority of the National Park Service Concessions Improvement Act of 1998, 16 U.S.C. §§ 5951-5966, 112 Stat. 3503, Pub. L. 105-391 (See Appendix 2) as implemented by 36 C.F.R. Part 51 (See Appendix 3), both are incorporated by reference herein. In the event of any inconsistency between the terms of this Prospectus and 36 C.F.R. Part 51, 36 C.F.R. Part 51 will control. The National Park Service (“Service”) presumes that all persons that submit a proposal in response to this Prospectus are informed of the provisions of 36 C.F.R. Part 51.
- b) Proposals for the draft contract must be received by the due date and time 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 Draft Contract and Prospectus and as having provided the information required by the Prospectus. The minimum requirements for the Draft Contract are identified in Part A of the Proposal Package.
- d) Information “required by the Prospectus” refers to information expressly required by the Prospectus and that is material, as determined by the Service, to an effective evaluation of the proposal under the applicable selection factor.

### 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 a signed 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 requested selection factors in the proposal package. Each page should have a heading identifying the selection factor and subfactor to which the information contained on the page responds. It is very important that your response stays within the organizational framework in the Proposal Package and provides all relevant information directly in response to each selection factor. However, the Service may consider relevant information contained elsewhere in a proposal in assessing the proposal’s response to each particular selection factor.

### 3) Submission Protocol

- a) Copies. Submit 4 (four) identical hard copies of a proposal in the format outlined in the Proposal Package.

Electronic Copies. In addition to the four hard copies required above, provide one electronic copy, identical to the hard copies. In order to facilitate discussion and review of proposals among evaluation panel members, the electronic copy must be in a format that can be shared, copied, and passed easily. Microsoft Office programs or an Adobe PDF electronic version that allows for copying and pasting of text using Adobe Reader software is acceptable. NOTE: Although these electronic copies are requested, they are NOT required in order to submit a responsive proposal. In the event of a discrepancy between the electronic copy and the hard copies, information on the hard copies will control.

**Financial Projections:** You may provide financial spreadsheets in Microsoft Excel or fill them in by hand and submit them in hard copy (templates are included on the Compact Disk labeled Proposal Package & Acct. Spreadsheet).

#### **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 by the Service in the Prospectus for receipt of the proposal.
- (3) The name and address of the Offeror.

The 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 Document

- 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 (5 U.S.C. § 552).
- 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, 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 will not be made public by the Department of the Interior 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 (thirty) days following the issuance of the Prospectus. Your questions must specify the section and page number of the Prospectus that is the subject of your inquiry. The 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 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 C.F.R. Part 51 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 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 selection factors will be scored from zero to five. The fifth principal selection factor will be scored from zero to four (with a score of one for agreeing to the minimum franchise fee contained in the Prospectus). Secondary selection factor 1 will be scored from zero to three and secondary selection factor 2 will be scored from zero to 3. The Director then will 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; (0-5 points)

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; (0-5 points)

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; (0-5 points)

Principal Selection Factor 4. The financial capability of the Offeror to carry out its proposal; (0-5 points)

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.(0-4 points)

d) Secondary Selection Factors. The 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. (0-3 points)

Secondary Selection Factor 2. The Quality of the Offeror's proposal to recruit a diverse workforce, including American Indian employees, in the operation. (0-3 points)

## **7) Process of Selecting the Best Proposal**

The Director 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 C.F.R. 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 C.F.R. § 51.16(c)).

## **8) Preferred Offeror Determinations**

### National Park Service Concessions Management Improvement Act

The National Park Service Concessions Management Improvement Act of 1998, 16 U.S.C. §§ 5951-5966, 112 Stat. 3503, Pub. L. 105-391 includes a preference for a preferred Offeror to the award of a qualified concession contract.

Under the provisions of 36 C.F.R. Part 51, Subparts E and F, the Service has determined that this is a qualified concession contract, and therefore, a preferred Offeror for this contract exists.

## **9) Congressional Review Process**

Concession 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 Congress for sixty days before they may be awarded. Annual gross receipts are not anticipated to exceed \$5,000,000. Therefore, the new concession contract will not be submitted to Congress.

## **10) Cautions to Offerors about Submission and Evaluation of Proposals**

- a) All information regarding this Prospectus will be issued in writing. No Service representative 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 Package includes the selection factors to be used by the Service to evaluate proposals. Under each factor, the Service identifies subfactors to ensure that all elements of the selection 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 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 Service in writing, no later than the question deadline specified in section 5 above. 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 Draft 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 Service 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, financial statements and balance sheets contained in your proposal.
- h) The proposal and related materials submitted should reflect the entire proposal you are making. The 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, and other appropriate information. Do not

assume that the Service knows anything about you or your proposal. Do not assume that any information about you or your proposal, any previous correspondence or previous submissions are in the possession of or will be considered by the Service. This is true even if you are the Existing Concessioner or have operated another concession within the Park or National Park System.

- i) The attached Draft Contract and its exhibits set forth the terms and conditions under which the concession operation is to be conducted. The Director may amend a Prospectus and/or extend the submission date prior to the proposal due date. The Director also may cancel a solicitation at any time before the award of the concession contract if the Director determines in her 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 C.F.R. § 51.11).
- j) Except as provided under 36 C.F.R. § 51.47, the terms, conditions and determinations of the Prospectus and the terms and conditions of the Draft 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 must execute the concession contract promptly after the selection of the best proposal and within the time period specified 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 a 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 identified on the front page of this Prospectus.
- n) The Service, in accordance with 36 C.F.R. Part 51, may include as terms of the new concession contract, appropriate elements of the proposal selected for award of the concession contract, including, without limitation, investments, facilities, services, and other commitments that are contained in the successful proposal.
- 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 Service. Offerors may not rely on any representations of the Service in this regard.

- p) Unless otherwise expressly stated, the Draft Contract does not permit the provision of visitor services by the concessioner through subconcession or other third party agreements, including management agreements. Accordingly, the entity that is to be the Concessioner under the new concession contract, unless the contract expressly states to the contrary, must have the capability to provide all visitor services under the new concession contract without the assistance of third parties. Joint ventures, partnerships, and other business entities are permitted.



**PROPOSAL PACKAGE**

**CC-GLAC010-07**

**Department of the Interior  
National Park Service  
Glacier National Park**

**Proposal to Operate Interpretive Motor Vehicle Tours Highlighting  
American Indian Culture  
Within Glacier National Park**



### 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 new 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.



## OFFEROR'S TRANSMITTAL LETTER

To: Director  
Intermountain Region - NPS  
12795 West Alameda Parkway  
Lakewood, CO 80228

Attention: Concessions (IMDE-ACM)

Dear Director:

The Offeror hereby agrees to provide visitor services within Glacier National Park in accordance with the terms and conditions specified in the Draft Contract No. CC-GLACO10-07, provided in the Prospectus issued by the public notice as listed on [www.fedbizopps.gov](http://www.fedbizopps.gov) and to execute the Draft 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 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 the following:

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

None of the individuals or entities seeking participation in this Concession Contract are presently indicted for or otherwise criminally or civilly charged by a federal, state or local unit of the government with commission of any of the offenses.

The individuals or entities seeking participation in this Concession Contract have not had one or more public transactions (federal, state or local) terminated for cause or default within the three-year period preceding the submission of the Proposal.

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 operate under the current, National Park Service-approved rates to visitors, until such time as amended rates may be approved by the National Park Service.
5. [Include only if the Offeror is not to be the Concessioner under the draft Concession Contract.] 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.

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 \_\_\_\_\_

\_\_\_\_\_



# PROPOSAL

## 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 Draft Contract, including compliance with all applicable laws, including, without limitation, environmental protection and conservation laws, under the terms and conditions specified in the Draft 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 Draft Contract, including its exhibits.

The Offeror agrees to operate at the currently approved rates during the term of the Concession Contract until such time as a new rate schedule is approved by the Secretary, in accordance with 16 U.S.C. 5955. 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 accepts the draft Operating Plan included as Exhibit B of the Draft 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 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 Contract and agrees to provide property and liability insurance of at least the types and levels of coverage described in the Draft 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 pay at least the minimum Franchise Fee of two percent (2%) of annual gross receipts or \$500 whichever is greater.

**PART B****Response to the Requested Information****PRINCIPAL SELECTION FACTOR 1. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROTECTING, CONSERVING, AND PRESERVING RESOURCES OF THE PARK AREA.****(Scoring: 0-5 points)*****Note to Offeror:***

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

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

1. To preserve the natural environment of the park area.
2. To preserve the wildlife of the park area.
3. To preserve and protect the cultural resources of the park area.
4. To promote environmental stewardship.

Please address all subfactors listed below.

**Subfactor 1a. Natural Resources.** The activities of this concession occur in areas near wilderness and important habitat for many wildlife species.

1. Wildlife attraction - Wildlife may be attracted to odors (e.g. leaking vehicle fluids, litter, etc.) associated with the concession operation creating potential for adverse impacts to that wildlife. For example, wildlife may be lick antifreeze from roads and parking areas and may be endangered by vehicle traffic or the close proximity to people.

- Please describe how you will conduct your operations in a manner that will minimize such effects on wildlife.

2. Wildlife interaction – Concessioner tours may involve short walks in wildlife habitat. This also has the potential to habituate wildlife to human contact.

- Please discuss how you will limit harmful interactions between park visitors and wildlife to keep wildlife from becoming unduly accustomed to human contact.

3. Guest information and employee training –

- Please include a description of training you will provide to employees and information you will share with visitors regarding the natural resources of Glacier National Park. Please

refer to the draft Operating Plan for more information on the training requirements for this operation.

**Subfactor 1b. Preservation of National Historic Landmarks.** The Going-to-the-Sun Road is a National Historic Landmark and a National Engineering Landmark. During the term of this concession contract, the National Park Service will conduct a major rehabilitation effort on this road.

The NPS wants park visitors to gain an understanding of the cultural significance of the road and the need for the rehabilitation efforts. The NPS also wants the new Concessioner to provide visitors other opportunities to mitigate the effects of major road construction on their visit to Glacier National Park with its associated inconveniences and delays. Occupants of Concessioner vehicles experiencing delays must remain in their vehicles unless parked at an appropriate road pullout.

Describe how you will improve visitor experience and satisfaction during road construction and associated delays through, for example, interpretive activities on the buses such as interpreting the cultural significance of the road and the need for the major rehabilitation effort.

**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)

The NPS has outlined its desired operating requirements in the Business Opportunity, Draft Contract, and Operating Plan. The NPS objectives for these necessary and appropriate visitor services at reasonable rates are as follows:

1. To provide visitors quality interpretive motor vehicle tours integrating aspects of the cultural history and perspectives of the Blackfeet Tribe and Confederated Salish and Kootenai Tribes as they relate to Glacier National Park.
2. To provide natural resource interpretation of the Area.
3. To provide quality visitor services in a safe manner.
4. To provide visitors equipment of the highest quality possible in the circumstances of the services to be provided.
5. To ensure that visitor services rates are reasonable.

**Subfactor 2a. Quality Visitor Experience.**

1. The concessioner must provide daily tours across the Going-to-the-Sun Road when the road is open to traffic. In addition to these tours, please describe any other tour routes or packages you propose to provide to expand visitor opportunities to experience and enjoy the Area and learn about the cultural ties of the Blackfeet, Confederated Salish, and Kootenai Tribes to the Area resources. Include the rates that would be proposed for these additional tour routes recognizing that all rates are subject to NPS approval. *(Please base rates for 2007 on a maximum of \$ .52 per mile.)*
2. The Operating Plan (Exhibit B) states the minimum requirements of the year round reservation system. Please provide details describing any enhancements you propose to these minimum requirements in your reservation system including expanded office hours, additional accepted methods of payment, web-based reservation capability, or more lenient reservation deposit and cancellation policies. Please include a description of the type of information you would provide to potential customers regarding your tour operations. If you propose a booking agent or third party reservation service, what would you do to ensure that consistent and accurate messages are provided to potential guests?

**Subfactor 2b. Visitor and Employee Safety.**

1. Park roadways, particularly the Going-to-the-Sun Road, are narrow with steep drop offs. Road construction activities may further constrict road widths and may pose navigational

challenges. Describe the policies and procedures you will implement to assure the safety of your employees and customers while providing the required services. Please provide a description of the risk management training you will give your employees including any driver training to ensure drivers know how to safely navigate the roads while providing tour services.

### **Subfactor 2c. Equipment**

1. To ensure a quality visitor experience in viewing the resources during tours and to ensure that vehicles meet size restrictions on the park roads, please describe the age, seating capacity, Americans with Disabilities Act (ADA) compliant accessibility equipment, type and quantity of the tour vehicles you will utilize in your operations. Please explain how these vehicles will meet the goals of providing a safe, comfortable, and quality viewing and touring experience. Please include photographs or other visual depictions of the vehicles.
2. Describe your proposed vehicle maintenance and replacement program that demonstrates the vehicles and equipment are well maintained, suited for use in the operation, and replaced in a timely manner.

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

Note: To assist in the evaluation of proposals under this and other selection factors, please provide the following information regarding your organizational structure. The National Park Service will not evaluate this information for selection purposes, but will use it to assess responses to the various selection factors. **YOUR FAILURE TO SUBMIT THIS INFORMATION MAY RESULT IN A LOWER SCORE ON ONE OR MORE OF THE SELECTION FACTORS.**

*Offeror's Organizational Structure.* Describe the entity with which the National Park Service will contract. Clearly define the Offeror's relationship to all superior and/or subordinate entities. Identify the entity, if one exists, that has the authority to allocate funds, hire, and fire management employees of the business entity that will hold the contract with the National Park Service. If this entity is a public corporation with a Board of Directors, provide information about the makeup and selection of the Board. Identify a majority shareholder or shareholder with controlling interest, if either exists.

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

1. Identify the Offeror formally.
2. Explain the legal form and formal structure of the Offeror.
3. 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.
4. 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.
5. How long has the Offeror existed as a legal entity.

**Principal Selection Factor 3 (Scoring 0-5 Points)****Subfactor 3a. Experience.**

Describe the Offeror's background and previous experience in the operation and management of motor vehicle tours or motor vehicle transportation services by providing the following information:

- Type of service (for example shuttle transportation, taxi, motor vehicle tour services)
- Annual number of clients served
- Staff levels
- Any special operating conditions (limited access, environmental concerns, seasonal limitations)
- Length of time the Offeror operated these types of businesses

**Subfactor 3b. Human Resources**

Provide organizational charts for proposed overall management. Include key management positions, from on-site managers to owner(s).

Include titles of key positions (manager, vehicle maintenance lead, drivers).

Describe the qualifications of the person(s) you would employ for each of the key positions. Include relevant experience, minimum qualifications, certifications (if applicable), and education.

Identify role of all identified positions; duties, numbers of people supervised, estimated hours per week performing role.

Identify decision making authority of manager.

Identify the person with whom the NPS will deal regarding day-to-day operations and issues.

**Subfactor 3c: Violations**

Has the Offeror, parent company or any of its principals, at any time in the last five years, whether as a principal or employee of Offeror or otherwise, received any Notice of Violations (NOVs), fines, and/or penalties from the following agencies: National Park Service, Environmental Protection Agency, Occupational Safety and Health Administration, Department of Environmental Protection, or any other state, federal, or other environmental or health regulatory agencies? 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.

**BUSINESS ORGANIZATION  
PARTNERSHIP OR SOLE PROPRIETOR  
(PRINCIPAL SELECTION FACTOR 3)**

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

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

**Attach** Partnership Agreements or Joint Venture Agreements.



<p><b>BUSINESS ORGANIZATION CORPORATION/LLC (PRINCIPAL SELECTION FACTOR 3)</b></p>
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*Complete separate form for the submitting entity and the parent entity (include all partners in a joint venture).*

<b>Name of Entity</b>	
<b>Address</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>Email Address</b>	
<b>Contact Person</b>	
<b>Title</b>	
<b>Tax ID#</b>	
<b>State of Organization</b>	
<b>Date of Organization</b>	

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 the company		
<b>Total of All</b>		
<b>Total Shares Outstanding</b>		

CONTROLLING OFFICERS	ADDRESS	TITLE AND/OR AFFILIATION

**Attach:**

1. Corporate Charter (Bylaws).
2. Articles of Incorporation/Limited Liability Company agreement.
3. Certificate from state of incorporation indicating that the entity is in "Good Standing."
4. Any other information necessary to answer the questions posed in Subfactor 3(a).



**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, including all partners in a joint venture, and the proposed Concessioner. Also describe the Offeror's financial relationship to the proposed Concessioner.

**Subfactor 4a:** Demonstrate that you are financially sound and have a history of meeting your financial obligations by providing the following:

1. The completed Business Credit Information form provided at the end of this section.
2. 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, general partners within a partnership, and members of a limited liability company.
3. A CURRENT credit report (within the last six months) from a major credit reporting company such as Equifax, Experian or Dunn & Bradstreet.

**Subfactor 4b:** Demonstrate your understanding of the financial obligations of the draft Contract by providing the following:

Provide your estimate of the acquisition and start-up costs of this business using the Acquisition and Start-Up 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.

**Subfactor 4c:** Demonstrate your ability to obtain the required funds by providing the following:

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 from the lending institution describing the financing arrangements and amount of funds available to the offeror. Include the lending institution 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:
  - i) Current personal financial statement for the primary source of funds.

- ii) Documentation of any assets to be sold.
  - iii) Written funding commitment from the individual or corporation.
  - iv) Any other assurances or documentation that makes a compelling demonstration that the funds are available.
4. If funds are to be obtained from another source (i.e., a corporation whose primary fund source is not an individual), provide the following as appropriate:
- i) Written funding commitment from the fund source
  - ii) Any other assurances or documentation that makes a compelling demonstration that funds are available.

**Subfactor 4d:** Demonstrate that your proposal is financially viable. Using the Excel spreadsheets provided in the appendix (samples of these forms are located at the end of this section), and following the guidelines below, provide estimates of prospective revenues and expenses of the concession business in the form of annual prospective income and cash flow statements for the term of the Concession Contract. The NPS prefers that Offerors submit the attached spreadsheets electronically; however, the NPS will accept spreadsheets filled out by hand. The Service has provided forms that request the information in the format it desires. These forms may differ from the format and requirements set forth in generally accepted auditing standards (GAAS) with regard to prospective financial statements. The 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 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. Do not add or eliminate columns and rows on the Excel spreadsheets provided in the appendix. If you wish to provide additional information, do so in additional spreadsheets, outside of the ones provided. If additional information is provided, clearly identify how it fits into the income statement, cash flow, and/or assumption tables. Identify the fiscal year beginning and end dates (month and day) that the offeror proposes to operate within.
4. Provide a clear and concise narrative explanation of the method(s) used to prepare 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.

5. 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.).
6. Complete all of the forms provided and submit a hard copy either filled in by hand or a hard copy of an Excel spreadsheet. Failure to provide all of the information requested on these forms may result in a reduced score. 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.
7. 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 itemized and included in your prospective statements. Please clearly identify, by service type, all revenues associated with authorized services.
8. Please clearly identify your estimates for personal property replacement. Please clearly and thoroughly provide your assumptions and rationale.



**BUSINESS CREDIT INFORMATION**  
**(PRINCIPAL SELECTION FACTOR 4 – SUBFACTOR 4a)**

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) that, if adversely resolved, would materially impact the financial position of the Offeror.







Grey Cells Are Input Cells

**Company Name**

**CONCID** **GLAC010**

**Revenue Assumptions**

**General**

Contract Start Date   
 Revenue Inflation

Revenue Build Up	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
------------------	------	------	------	------	------	------	------	------	------	------	------

**Tours**

*Tours*

Average Number of Tours (Per Deim)   
 Days Open

*Total Tour Revenues*

**Other Departmental Revenue**

Describe, including revenue estimates

Please also note that revenue projections must be based on rates determined by the approval methods set forth in the draft Operating Plan as well as your operating assumptions outlined.

**\*\*\*The following example does not reflect the above opportunity and is provided for the purpose of clarification only.\*\*\***

**Example:**

\*Revenue inflation is expected to increase at the same rate as the Consumer Price Index which is predicted to grow at a rate of 2.7% annually, based upon historical growth as reported by the Bureau of Labor Statistics. No real growth is expected to occur, keeping in line with historical revenues at the concession. Therefore, overall revenue growth is forecast to occur at an average annual rate of 2.7% over the life of the Draft Contract.



Grey Cells Are Input Cells

**Company Name**

**CONCID** **GLAC010**

**Expense Assumptions**

Expense Inflation

**Direct Expenses**

Tours	<input type="text" value="Describe, including expense estimates"/>
Other	<input type="text" value="Describe, including expense estimates"/>

**Undistributed Expenses**

Administrative and General-Payroll, Taxes and Benefits	<input type="text" value="Describe, including expense estimates"/>
Administrative and General-Other	<input type="text" value="Describe, including expense estimates"/>
Marketing	<input type="text" value="Describe, including expense estimates"/>
Repair and Maintenance	<input type="text" value="Describe, including expense estimates"/>

**Fixed Expenses**

Insurance	<input type="text" value="Describe, including expense estimates"/>
Franchise Fees	<input type="text" value="Describe, including expense estimates"/>
Personal Property Replacement	<input type="text" value="Describe, including expense estimates"/>
Other	<input type="text" value="Describe, including expense estimates"/>

**\*\*\*The following example does not reflect the above opportunity and is provided for the purpose of clarification.\*\*\***

**Example:**

\*Direct expenses are expected to surpass historical direct expenses, as fuel and insurance prices increase. Studies by the Department indicate that fuel prices will rise at a rate of 10% annually over the next ten years, as opposed to the annual historical ten year rate of 4%. Additionally, insurance costs, according to a nationwide insurance broker survey, are expected to rise at rate of 15% annually for the ne: opposed to the annual 10 year historical rate of 2%. Accordingly, direct expenses associated with the operation are forecast to increase average of 10% of Gross Revenue to an annual average of 20% of Gross Revenues over the life of the Draft Contract.



Prospective Income Statement										
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
<b>Gross Revenue</b>										
Tours										
Other										
<b>Total Gross Revenue</b>										
<b>Total Gross Receipts (if Different)<sup>3</sup></b>										
<b>Cost of Sales</b>										
Tours										
Other										
<b>Total Cost of Sales</b>										
<b>Gross Profit</b>										
<b>Direct Expenses</b>										
Tours										
Other										
<b>Total Direct Expenses</b>										
<b>Undistributed Expenses</b>										
Administrative and General-Payroll, Taxes and Benefits										
Administrative and General-Other										
Marketing										
Repair and Maintenance										
Management Fee										
<b>Total Undistributed Expenses</b>										
<b>Fixed Expenses</b>										
Property Taxes										
Insurance										
Franchise Fees										
Personal Property Replacement										
Other										
<b>Total Fixed Expenses</b>										
<b>Total Operating Expenses</b>										
<b>EBITDA FF<sup>4</sup></b>										
Franchise Fee										
<b>EBITDA</b>										
Interest Expense										
Depreciation										
Amortization										
<b>Net Profit Before Taxes</b>										
Income Tax										
<b>Net Income</b>										

Notes:

- 1) The Gross Revenue projection must be based on rates determined by the approval methods set forth in the draft Operating Plan as
- 2) Formulas included in this form are provided by the NPS as guidance only. The Offeror is responsible for its financial projections and their accuracy.
- 3) Gross Receipts is defined as Gross Revenues less any revenues that are exempt from franchise fee.
- 4) EBITDA FF is defined as "Earnings Before Interest, Taxes, Depreciation, Amortization, and Franchise Fee."
- 5) Yellow cells represent assumption categories explained on either the "Revenue Assumptions", "Expense Assumptions", or "Projected Acquisition and Start-Up Costs" worksheets.



Grey Cells Are Input Cells

Company Name

CONCID

GLAC010

**Prospective Cash Flow Statement**

<b>Operating Activities</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Net Income											
Adjustment to Reconcile Cash Flow											
Depreciation											
Amortization											
Gain/Loss on Sale of Personal Property											
Change in working capital											
Other (describe)											
<b>Net Cash Provided by Operating Activities</b>		-	-	-	-	-	-	-	-	-	-
<b>Financing Activities</b>											
Dividend											
Notes Payable											
Other (describe)											
<b>Net Cash Used in Financing Activities</b>		-	-	-	-	-	-	-	-	-	-
<b>Investment Activities</b>											
Personal Property											
Inventory											
Other (describe)											
<b>Net cash used in investing activities</b>		-	-	-	-	-	-	-	-	-	-
<b>Total Cash Flow</b>		-	-	-	-	-	-	-	-	-	-

- 1) Formulas included in this form are provided by the NPS as guidance only. The Offeror is responsible for its financial projections and their accuracy.
- 2) Yellow cells represent assumption categories explained on either the "Revenue Assumptions", "Expense Assumptions", or "Projected Acquisition and Start-Up Costs" worksheets.



**PRINCIPAL SELECTION FACTOR 5: THE AMOUNT OF THE PROPOSED FRANCHISE FEE AND/OR OTHER FORMS OF FINANCIAL CONSIDERATION TO NPS (Scoring: 0-4 Points)**

The minimum franchise fee for the draft contract is two percent (2%) of annual gross receipts or \$500 whichever is greater.

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

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

\_\_\_\_\_ % or \$500 whichever is greater



**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.*

**Subfactor 1a: Environmental Management.**

The objectives of the National Park Service for road-based tours include fuel efficiency, the use of alternative fuels, recycling of both solid waste and used vehicle fluids. Please describe how you would implement programs and activities to achieve these objectives in each of these areas:

- Fuel efficiency
- Use of alternative fuels
- Recycling of solid waste
- Recycling of used vehicle fluids.

**SECONDARY SELECTION FACTOR 2. THE QUALITY OF THE OFFEROR'S PROPOSAL TO RECRUIT A DIVERSE WORKFORCE, INCLUDING AMERICAN INDIAN EMPLOYEES, IN THE OPERATION. (Scoring: 0-3 points)**

**Subfactor 2a. Diverse Workforce.**

The National Park Service is interested in having its concession operations reflect, through its employees, the cultural and ethnic diversity of the area in which they operate and of the nation as a whole. Please describe the steps you will take to comply with Draft Contract, Exhibit A Nondiscrimination, Section I. A. (1) regarding recruitment of diversity candidates.

**Subfactor 2b. Cultural Interpretation.**

The recently completed Commercial Services Plan for Glacier National Park identifies the desire to provide expanded opportunities for visitors to experience the natural and cultural resources of the area. As the Blackfeet, Confederated Salish and Kootenai Tribes have a long history associated with Glacier National Park, this concessioner opportunity strongly encourages the involvement of tribal members in developing the interpretive messages about their cultural ties to the Area. Please describe how you would involve tribal members in developing interpretive messages, information, and materials related to the tribes' cultural ties to the Area to comply with Part III. B. of the Draft Operating Plan.



**CATEGORY III CONTRACT**

**UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE**

**GLACIER NATIONAL PARK**

**Interpretive Motor Vehicle Tours Highlighting American Indian Culture  
within Glacier National Park**

Concession Contract No. GLAC010-07

---

[Name of Concessioner]

---

[Address, including email address and phone number]

---

Doing Business As

Covering the Period January 1, 2007 through December 31, 2016



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ADDENDUM 1 – General Provisions

EXHIBIT A - Nondiscrimination

EXHIBIT B - Operating Plan

EXHIBIT C - Insurance



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

## **SEC. 1. TERM OF CONTRACT**

This Concession Contract No. CC-GLAC010-07 ("CONTRACT") shall be effective as of January 1, 2007, and shall be for the term of ten (10) years until its expiration on December 31, 2016.

## **SEC. 2. SERVICES AND OPERATIONS**

### **(a) Required and Authorized Visitor Services**

Required Services:

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

1. Cultural interpretive motor vehicle tours integrating aspects of
  - The history and culture of the Blackfeet, Confederated Salish, and Kootenai Tribes and tribal perspectives as they relate to Glacier National Park and
  - Cultural and natural Area resource interpretation as an integral part of each trip.
2. The tours occur daily on roads within the Area, excluding the inside North Fork Road.

Authorized Services: None

### **(b) Operation, Maintenance and Quality of Operation**

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

(c) Operating Plan

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

(d) Rates

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

(e) No Capital Improvements

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

**SEC. 3. CONCESSIONER PERSONNEL**

(a) The Concessioner must ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public.

(b) The Concessioner must establish appropriate screening, hiring, training, safety, employment, termination and other policies and procedures.

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

(d) The Concessioner must maintain, to the greatest extent possible, a drug free work environment.

**SEC. 4. ENVIRONMENTAL**

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

**SEC. 5. FEES****(a) Franchise Fee**

(1) The Concessioner must pay a franchise fee to the Director as follows: a sum equal to \_\_\_\_\_ percent ( \_%) of the concessioner's annual gross receipts or \$500 whichever is greater.

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

**(b) Payments Due**

(1) The franchise fee is due on a monthly basis at the end of each month that the Concessioner operates and must be paid by the Concessioner in such a manner that the Director will receive payment within fifteen (15) days after the last day of each month that the Concessioner operates. This payment must include the franchise fee equal to the specified percentage of gross receipts for the preceding month.

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

(3) The Concessioner must 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 will 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.

**(c) Interest**

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

**SEC. 6. INSURANCE**

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

**SEC. 7. RECORDS AND REPORTS****(a) Accounting System**

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

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

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

**(b) Annual Financial Report**

(1) The Concessioner must submit annually as soon as possible but not later than ninety (90) 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 must be audited by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

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

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

**(c) Other Reports**

(1) Balance Sheet. If requested by the Director, within ninety (90) days of the execution of this Contract or its effective date, whichever is later, the Concessioner must submit to the Director a balance sheet as of the beginning date of the term of

this Contract. The balance sheet must be audited or reviewed, as determined by the annual gross receipts, by an independent Certified Public Accountant.

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

## **SEC. 8. SUSPENSION, TERMINATION, OR EXPIRATION**

### **(a) Termination and Suspension**

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

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

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

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

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

(2) Upon termination of this Contract for any reason, or upon its expiration, and except as otherwise provided in this section, the Concessioner must, at the Concessioner's expense, promptly vacate the Area, remove all of the Concessioner's personal property, and repair any injury caused by removal of the property. This

removal must occur within thirty (30) days (unless the Director in particular circumstances otherwise determines). Personal property not removed from the Area will be considered abandoned property subject to disposition by the Director, at full cost and expense of the Concessioner.

(3) Prior to and upon the expiration or termination of this Contract for any reason, and, in the event that the Concessioner is not to continue the operations authorized under this Contract after its expiration or termination, the Concessioner shall comply with all applicable requirements of Exhibit D to this Contract, "Transition to New Concessioner." This section and Exhibit D shall survive the expiration or termination of this Contract.

**SEC. 9. ASSIGNMENT, SALE OR ENCUMBRANCE OF INTERESTS**

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

**SEC. 10. GENERAL PROVISIONS – SEE ADDENDUM 1.**

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

By:  
CONCESSIONER: UNITED STATES OF AMERICA  
  
\_\_\_\_\_  
(Title) (Company Name) (Title), National Park Service  
  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

[Corporation]

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

Attachments:

- Addendum 1 – General Provisions
- Exhibit A – Nondiscrimination
- Exhibit B – Operating Plan
- Exhibit C – Insurance

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**ADDENDUM 1**  
**GENERAL PROVISIONS**

## 1. Definitions.

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

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

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

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

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

## 2. Legal and Regulatory Compliance

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

## 3. Services and Operations

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

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

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

upon request, an inventory of all waste streams generated by the Concessioner under this Contract.

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

## 5. Fees

- (a) Adjustment of Franchise Fee

- (1) The Concessioner or the Director may request, in the event that either considers that extraordinary, unanticipated changes have occurred after the effective date of this Contract, a reconsideration and possible subsequent adjustment of the franchise fee established in this section. For the purposes of this section, the phrase “extraordinary, unanticipated changes” will mean extraordinary, unanticipated changes from the conditions existing or reasonably anticipated before the effective date of this Contract which have or will significantly affect the probable value of the privileges granted to the Concessioner by this Contract. For the purposes of this section, the phrase “probable value” means a reasonable opportunity for net profit in relation to capital invested and the obligations of this Contract.
- (2) The Concessioner or the Director must make a request for a reconsideration by mailing, within sixty (60) days from the date that the party becomes aware, or should have become aware, of the possible extraordinary, unanticipated changes, a written notice to the other party that includes a description of the possible extraordinary, unanticipated changes and why the party believes they have affected or will significantly affect the probable value of the privileges granted by this Contract.
- (3) If the Concessioner and the Director agree that extraordinary, unanticipated changes have occurred, the Concessioner and the Director will undertake good faith negotiations as to an appropriate adjustment of the franchise fee.
- (4) The negotiation will last for a period of sixty (60) days from the date the Concessioner and the Director agree that extraordinary, unanticipated changes occurred. If the negotiation results in agreement as to an adjustment (up or down) of the franchise fee within this period, the franchise fee will be adjusted accordingly, prospectively as of the date of agreement.
- (5) If the negotiation does not result in agreement as to the adjustment of the franchise fee within this sixty (60) day period, then either the Concessioner or the Director may request binding arbitration to determine the adjustment to franchise fee in accordance with this section. Such a request for arbitration must be made by mailing written notice to the other party within fifteen (15) days of the expiration of the sixty (60) day period.
- (6) Within thirty (30) days of receipt of such a written notice, the Concessioner and the Director will each select an arbiter. These two arbiters, within thirty (30) days of selection, must agree to the selection of a third arbiter to complete the arbitration panel. Unless otherwise agreed by the parties, the arbitration panel will establish the procedures of the arbitration. Such procedures must provide each party a fair and equal opportunity to present its position on the matter to the arbitration panel.
- (7) The arbitration panel will consider the written submissions and any oral presentations made by the Concessioner and the Director and provide its decision on an adjusted franchise fee (up, down or unchanged) that is consistent with the probable value of the privileges granted by this Contract within sixty (60) days of the presentations.

- (8) Any adjustment to the franchise fee resulting from this section will be prospective only.
- (9) Any adjustment to the franchise fee will be embodied in an amendment to this Contract.
- (10) During the pendency of the process described in this section, the Concessioner will continue to make the established franchise fee payments required by this Contract.

## 6. Indemnification

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

## 7. Notice of Bankruptcy or Insolvency

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

## 8. Additional Provisions

- (a) This Contract contains the sole and entire agreement of the parties. No oral representations of any nature form the basis of or may amend this Contract. This Contract may be extended, renewed or amended only when agreed to in writing by the Director and the Concessioner.
- (b) This Contract does not grant rights or benefits of any nature to any third party.

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

## **Exhibit A**

### **Nondiscrimination**

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

##### A. Employment

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

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

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this CONTRACT or with any of such rules, regulations, or orders, this CONTRACT may be canceled, terminated or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

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

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

#### C. Facilities

(1) Definitions: As used herein:

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

(2) The Concessioner is prohibited from:

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

Section II: Accessibility

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

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

A. Discrimination Prohibited

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

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

- (7) Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

B. Existing Facilities

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

**Exhibit B**  
**DRAFT**  
**OPERATING PLAN**  
**GLACIER NATIONAL PARK**  
**CC-GLAC010-07**

**SIGNED:** \_\_\_\_\_ **DATED:** \_\_\_\_\_  
                  **Concessioner**

**SIGNED:** \_\_\_\_\_ **DATED:** \_\_\_\_\_  
                  **Superintendent**



**DRAFT**  
**OPERATING PLAN**  
**GLACIER NATIONAL PARK-NATIONAL PARK SERVICE**

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## **I. INTRODUCTION**

This Operating Plan between \_\_\_\_\_ (herein referred to as the “Concessioner”) and Glacier National Park (herein referred to as the “Service”) will serve as a supplement to the Concession Contract CCGLAC010-07 referred to as 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, will control.

The Superintendent of Glacier National Park will review this plan in consultation with the Concessioner and revise it as the Superintendent determines necessary. Any revisions may not be inconsistent with the main body of this CONTRACT and must be reasonable and in furtherance of the purposes of the CONTRACT.

## **II. MANAGEMENT, ORGANIZATION, AND RESPONSIBILITIES**

### **A. Concessioner**

The Concessioner must provide a manager(s) as a point of contact who has the responsibility for carrying out the policies and directives of the Service as well as those of the Concessioner in the operation of the authorized concession facilities and services in Glacier National Park

### **B. National Park Service**

The Superintendent is responsible for total Area operations. The Chief, Concessions Management is the liaison between the Concessioners and all other NPS divisions. The Concessions Management still will review all services, rates, and operating dates and hours, which are subject to the approval of the Chief, Concessions Management.

## **III. SCOPE AND QUALITY OF SERVICE**

### **A. Quality of Service**

The Concessioner’s operation of services authorized by the CONTRACT will conform to the evaluation standards set forth in National Park Service Guideline 48, State of Montana Code Annotated Title 61 Motor Vehicles, this Operating Plan and with industry standards. The Concessioner will provide all services in a consistent, quality manner. Both the Concessioner and the National Park Service will monitor operations to assure the highest quality of visitor services.

## B. Scope of Service

As set forth in the CONTRACT, the Concessioner will provide cultural interpretive motor vehicle tours integrating aspects of the history and culture of the Blackfeet, Confederated Salish and Kootenai Tribes and tribal perspectives as they relate to Glacier National Park and cultural and natural Area resource interpretation as an integral part of each trip. To this end, the Concessioner will make its best efforts to involve appropriate tribal representatives in reviewing or developing any interpretive themes, materials, or messages related to the Blackfeet, Confederated Salish and Kootenai Tribes, or other Native American Indian's cultural or historical ties to the Area.

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

The Concessioner will base its operations outside the Area for vehicle storage, refueling, maintenance facilities and employee housing (if necessary). The Service will not provide facilities for this operation in the Area.

The Concessioner shall provide all personal property necessary for its operations under this Contract.

Drivers may lead/accompany passengers on walks during tours at the stops listed in the Operating Plan, Exhibit B-5. The Concessioner may not lead/accompany passengers on day hikes or walking excursions except for locations listed on Exhibit B-5.

The Concessioner may offer a combination of all day tours, half day tours and custom tours. The tours occur daily on roads within the Area, excluding the inside North Fork Road. The Concessioner must submit the proposed tour schedules to the Concessions Management Office prior to April 1 of each operating year.

The Concessioner will accept payment for the services through an authorized booking agent directly at the time of service. The Concessioner may not sell tickets in the Area in advance of the tour.

## C. Vehicles

1. The Concessioner must use vehicles no longer than 25 feet and no wider than 8 feet. All of the Concessioner's vehicles used in the operation will be of the quality

and condition to provide safe and comfortable transportation services and meet all Federal and State requirements for the type of service provided and will meet current handicap accessible standards.

2. The Concessioner will furnish to the Concessions Management Office the number and description of the vehicles that will be used in providing transportation services prior to each operating season. Any anticipated change in the vehicle fleet inventory beyond those described in this Operating Plan will be brought to the attention of the NPS at a minimum 24 hours in advance of the anticipated change.

#### IV. EMPLOYEES AND EMPLOYMENT

##### A. Employee Performance

All Concessioner employees must know the requirements and procedures of their jobs as well as specific Area regulations, the purposes for these regulations. As applicable, Concession employees must have sufficient training to answer questions on resources of the Area and the cultural and historical aspects of the tour program they are presenting. All guides must have experience in interpretive methods such as the standards in the NPS Interpretive Development Program. The information presented on a guided tour must be accurate, complete, appropriate to the audience, and related to Area and tribal themes. Nothing presented shall denigrate National Park Service programs or policies. (*See Business Opportunity for internet website information on NPSIDP*)

Each employee will project a courteous, friendly, helpful, professional, positive attitude at all time and be capable of and willing to answer visitors' questions about the transportation system and general Area information).

##### B. Employee Appearance

All employees must be neat and clean in appearance and wear a name tag or badge with the company name.

##### C. Training Requirements

1. General Training - The Concessioner must provide an active, ongoing training program for the development of necessary skills and techniques for all concession employees. Training will include orientation for new employees and the ongoing training for returning employees and will stress work performance, visitor service, program presentation, cleanliness, employee attitudes, and Service philosophy and policy.
2. Drivers - All drivers must possess current chauffeur's license or commercial driver's license as required by the State of Montana. Drivers will

have First Aid and CPR certification, a copy of which must be on file with the Concessioner prior to the guide's first day of work and produced for review by the Service on request. No later than June 1 of each year, the Concessioner will provide the Superintendent with a list of employees that includes the certification of each guide and the expiration date of the certification, The Concessioner will develop and implement a drivers training program for all drivers who will be driving in the Area sufficient to ensure safe driving habits and familiarity with the routes used on the tour.

3. Area Orientation Program - All new Concessioner employees must attend the "NPS Area Orientation Program". The Concessioner will encourage all other Concessioner employees to attend. The Concessions Management Office will coordinate the dates/times for this training with the Concessioner.

4. Bear Safety Training – All new Concessioner employees must attend NPS Bear Safety training. All returning Concessioner employees must attend a refresher course every three years.

D. Employment of NPS Personnel/Spouse/Minor Children

The Concessioner may not employ in any status an NPS employee, their spouse, or their minor children without prior written approval of the Superintendent.

**V. OPERATIONS**

A. Scheduling

Before implementing any changes to the approved schedule or route, the Concessioner must obtain the written approval of the Superintendent.

B. Reservation System Including Deposits and Refunds

The Concessioner will provide a year round reservation service, including a toll free telephone number and messaging capability for reservation and information requests. The Concessioner will provide an internet web site for information. During the operating season (June through September) the Concessioner will maintain regular office hours seven days per week. At minimum during the rest of the year, the Concessioner will respond to telephone and internet inquiries and reservation requests on a daily basis.

As part of the rate approval process, the Concessioner will develop a cancellation refund and reservation deposit policy consistent with industry practice. The Concessioner will post this policy prominently on the website and include it in rate brochures and advertisements as appropriate. At minimum, the Concessioner will provide full refunds of

deposits if cancellations are received 7 days in advance of the intended service date.

C. Forms of Payment

The Concessioner must accept the following as payment for services:

- U.S. Currency
- Canadian Currency
- U.S. Traveler's Checks
- Major Credit Cards (at the minimum, must include Visa and Mastercard)

D. Entrance Fees

Glacier National Park is a designated federal recreation fee area.

All passengers must pay the appropriate entrance fees or show visual verification of other appropriate entrance permits upon entering the Area.

E. Rates

The Concessioner's rate schedules will list a maximum rate and a minimum service. The Concessioner must submit rate proposals, including specific rates for government employees on Official Government Business, to the Superintendent on or before February 1 of each year. To avoid delays in review and approval, the Concessioner must provide comparability data to support proposed rates with the rate proposals. The rate proposal must include a detailed description of the product or service and other pertinent information as required by current NPS guidance. The Concessioner (or driver), upon request will show all customers a printed schedule of rates applicable within the Area prior to providing service.

The Superintendent will respond to rate proposals within 45 working days of submittal if received before February 1. The Superintendent may take longer review periods for proposals made at other times. If special conditions require quicker response, the Concessioner must include a description of these conditions with the rate proposal and the Area will attempt to accommodate the requested time frame.

The Concessioner must submit proposed rate changes during the season to the Superintendent for approval accompanied by appropriate justification. Under no circumstance may the Concessioner implement price increases prior to the specific written approval of the Superintendent. The Concessioner will not charge Service personnel performing evaluations of the service; however, the Service will not require more than two no-charge services during any one operating season.

F. Safety and Maintenance - Concessioner Vehicles

The Concessioner must maintain all of its vehicles used for transportation within Glacier National Park in support of this concession operation in good mechanical condition, which specifically means the vehicles are safe to operate, meet all State and Federal requirements, and are clean and comfortable for the visiting public. The Concessioner will equip each vehicle with one 10 pound dry chemical fire extinguisher and a group first aid kit. Vehicles will use biodegradable antifreeze such as propylene glycol.

The Concessioner will pay or cause to be paid all taxes and assessments upon the possession, certification, or operation of the tour vehicles and shall ensure timely registration and licensing of all vehicles.

G. Advertisements

Before using any advertisements and brochures indicating services available within the Area, the Concessioner must submit them for approval by the Superintendent. All such publications must include a statement that the Concessioner is authorized by the NPS, Department of the Interior, to serve the public in Glacier National Park. The Concessioner will submit brochure changes and layout to the Superintendent for review at least 30 days prior to projected need/printing dates. The Superintendent will respond to minor changes to brochures within 15 days. The Superintendent may need longer periods for major projects or where NPS needs to help develop the product. The Concessioner will contact Area staff well in advance to establish specific time frames for each project.

H. NPS Approvals

The Concessioner must request NPS approval prior to executing actions related to the subject areas listed below:

Services Offered

Prices/Rates

Brochures/Advertising/Information Distributed to the Public

As a general rule of thumb, the sooner requests are submitted to NPS, the sooner the Concessioner will receive a response. While not requiring formal approval on other items, the Superintendent encourages and appreciates open communication on all matters.

## **VI. EVALUATIONS**

The NPS and the Concessioner separately must inspect and monitor concession facilities and services with respect to Service policy, applicable standards, authorized rates, safety, public health, impacts on cultural and natural resources, and visitor concerns and reactions. The NPS will evaluate all services operated by the Concessioner to ensure public safety and health,

identify maintenance and operating deficiencies, and ensure satisfactory services for the general public within assigned areas of responsibility.

In accordance with the guidelines set forth by the NPS Review Program, the Service will conduct unannounced inspections of the transportation services and the content and delivery of interpretation services provided. The Service will conduct at least two (2) inspections each season. The Service also will use informal observations and visitor comments to evaluate the Concessioner's performance. The Service will notify the Concessioner as soon as possible of negative comments, problems observed, or operating changes needed in order to adjust the operation.

The Service will evaluate the Concessioner's performance and compliance with the Contract and Operating Plan against established standards and summarize the evaluation in an annual report shared with the Concessioner.

In accordance with NPS Concessions Management Guidelines, "Loss Control Program", the Concessions Management Specialist/Area Safety Officer or other staff members as appropriate annually will conduct an on-site review of the Concessioner's Loss Control or Risk Management Program. The Concessioner will conduct documented inspections of all equipment, facilities, visitor activities and work processes to determine compliance with established safety and occupational health regulations).

## **VII. COMPLAINTS**

Throughout the operating season, the Concessioner will take corrective actions in response to complaints received. The NPS and the Concessioner each must answer all written complaints, within 10 days, and provide each other with copies of their correspondence. The Concessioner will cooperate with any NPS investigations into the basis of complaints.

In order to facilitate the solicitation of visitor comments, the Concessioner will print the following notice on the rate schedule shown to potential customers.

"This service is operated by \_\_\_\_\_, a Concessioner under authorization with the U.S. Government and administered by the National Park Service. \_\_\_\_\_ is responsible for conducting these operations in a satisfactory manner. Services and prices are approved by the National Park Service.

Comments regarding services may be sent to:

Superintendent  
Glacier National Park  
West Glacier, Montana 59936

## **VIII. DATA**

In order for Area managers to keep in touch with the operation, monitor visitor use, and detect visitor trends, the Concessioner must submit the specific information listed below (forms for copying and transmitting this data are attached to this plan). The Concessioner must comply with other information requests from the Service at various points throughout the year.

### A. Visitor Use Data

DUE DATES: Monthly, by the 15th day of the month for the preceding month. Submittals must include a listing of each tour conducted, dates, number of people on each tour, and the guide/driver's name.

### B. Human Illness Reporting

The Concessioner must report information on all human illnesses, whether employees or guests, promptly to the Concessions Management Office. The Public Health Service will evaluate this information, along with other information received, to help identify outbreaks of illness associated with contaminated water or food sources, or caused by other adverse environmental conditions. The Concessioner will make these reports by telephone. The information needed is listed in Exhibit B-1.

### C. Reduced Rates for Government Employees on Official Business

DUE DATES: Annually by September 30. The Concessioner must provide to the Superintendent a listing of all government employees granted reduced rates and the services provided. The Superintendent will review the list and compare it to information available regarding official visitors and government employees authorized to receive reduced rates. (See Exhibit B-2 - reference NPS 48, Chapter 30)

## **IX. ENVIRONMENTAL MANAGEMENT PROGRAM**

As part of the privilege of operating in a national park, the Concessioner must protect, conserve, and preserve resources of the Area and comply with all applicable laws and incorporate Best Management Practices (BMP) pertaining to the protection of human health and the environment as outlined in Section 4 of the CONTRACT .

The Concessioner must immediately notify the Area of any discharge, release or threatened release occurring as a result of the Concessioner operations. The Concessioner must develop and implement a documented NPS-approved procedure for emergency response for releases of hazardous substances within the Area resulting from their activities (e.g., leaks of vehicle fluids). At a minimum, the Concessioner's level of response must be a defensive first response: contain the release, keep it from spreading, prevent exposures, and provide initial cleanup for incidental releases. The Service will

determine and direct further cleanup and restoration of incidental spills and cleanup of non-incidentals spills. The Concessioner will train its employees on the emergency response procedures.

The Concessioner must restore any Area resource damaged by its operation, as determined and directed by the Service.

As set out in Applicable Law, the Concessioner and its employees may not cause any harm or alteration of natural, paleontological, historic or archaeological objects or structures. The Concessioner must ensure that its employees and passengers leave artifacts and objects in place. If the Concessioner observes signs of vandalism of any kind (including defacement of rocks, damage to property, etc.), they must notify a Area ranger as soon as possible.

## **X. RISK MANAGEMENT (SAFETY) PROGRAM**

### **A. Risk Management(Safety) Program**

Pursuant to the Occupational Safety and Health Act of 1970 and Director's Order 50B (Occupational Safety and Health Program), the Concessioner will provide a safe and healthful environment for all of its employees and visitors.

The Concessioner must develop, maintain, and implement a written Risk Management (Safety) Program as outlined in NPS - 48, Chapter 34. The Superintendent will review the program annually and use it in the evaluation of the Concessioner. This plan must include an emergency action plan identifying the steps to be taken in the event of an emergency and chain of communications in the event of an accident (e.g., first notify Communications Center, etc.). The plan also should include:

1. Management's policy statement, duties, employee's responsibilities, and administration
2. Inspection and Abatement
3. Accident Investigation and Reporting
4. Training Plan and Documentation
5. Emergency procedures
6. Hazardous Waste Disposal and Storage
7. Fire Prevention Program

### **B. Accident Reporting**

The Concessioner must report all accidents/incidents involving employees or guests to Area headquarters as soon as possible but within 24 hours of the accident/incident. The Service investigates visitor and employee-related accidents requiring medical attention.

The Concessioner will provide the Superintendent an annual summary listing all

injury/accident types and employee lost times days. The summary may include additional information as required by the Superintendent. The summary will compare the present year to the same data from the previous year.

## **XI. SECURITY AND PROTECTION**

### **A. Law Enforcement/Internal Security**

#### **1. National Park Service**

The National Park Service will respond to law enforcement situations with available manpower.

#### **2. Concessioner**

The Concessioner will exercise proper management control over employees and customers to minimize the need to involve NPS staff. The Concessioner immediately must report to Area rangers, any and all incidents where a law or regulation may have been violated.

The Concessioner will comply with 36 CFR 2.22, Lost and Found Property, regarding the collection and distribution of lost and found property. (Exhibit B-3) The Concessioner should turn lost or left items of significant value into the Apgar or St. Mary Visitor Center on a regular basis. The Concessioner may retain items of less than significant value at a central location until claimed. The Concessioner will turn over all unclaimed items at the end of the operating year.

### **B. Fire Prevention and Suppression**

The Concessioner must implement a fire prevention program and maintain all operations in a manner that minimizes the risk of fire.

### **C. Medical Care**

Concessioner employees must provide emergency medical care to Area visitors at the level for which they have been trained.

## **XII. COOPERATION UPON TERMINATION**

The Director and the Concessioner hereby agree that, in the event of the expiration or termination of this Contract for any reason and the Concessioner is not to continue the operations authorized under this Contract after the Termination Date, the Director and the Concessioner in good faith will fully cooperate with one another and with the new concessioner or concessioners selected by the Director to continue such operations, to achieve an orderly transition of

operations in order to avoid disruption of services to Area visitors and minimize transition expenses.

At such time as the Director may notify the Concessioner that it will not continue its operations upon the Termination of this Contract, the Concessioner will, notwithstanding such notification:

A. Continue Operations

Continue to provide visitor services and otherwise comply with the terms of the Contract in the ordinary course of business and endeavor to meet the same standards of service and quality that it was providing previously, and with a view to maintaining customer satisfaction.

B. Continue Bookings

Continue to accept all future bookings for any services for which advance reservations are taken; not divert any bookings to other facilities managed or owned by the Concessioner or any affiliate of the Concessioner; and notify all guests with bookings for any period after the Termination Date that the services are to be operated by the New Concessioner. Promptly following notification to the Concessioner by the Director of the selection of the New Concessioner, the Concessioner will provide the New Concessioner with a copy of Concessioner's reservation log for visitor services as of the last day of the month prior to the selection of the New Concessioner, and thereafter the Concessioner will update such log on a periodic basis (but no less frequently than thirty (30) days) until the Termination Date. The reservation log will include, without limitation, the name of each guest, and the guest's (1) address, (2) contact information, (3) dates of service, (4) rate quoted, (5) amount of advance deposit received, and (6) confirmation number, if applicable.

C. Other Cooperation

Provide the Director and the New Concessioner with such other cooperation as may be reasonably requested.



REPORTING HUMAN ILLNESSES

The following information should be acquired and promptly telephoned to the Area Concessions Office, at (406) 888-7909.

Ill Persons Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Person's opinion as to what caused the illness:

What are the symptoms? (nausea, vomiting, diarrhea, fever, etc)

Do you know others that are ill?

Names?

How many?

What time did the illness come on?

In Cases of gastrointestinal symptoms, obtain times and places that foods, beverages, or water were consumed and a description of specifically what was consumed.

Times and places visited inside the Area?

Times and places visited outside the Area?



REDUCED RATES TO GOVERNMENT EMPLOYEES

From:

To: Concessions Management Office  
Glacier National Park

Subject: Reduced Rates to Government Employees on Official Business

The following information relative to reduced rates is provided in compliance with our Operating Plan, for the period of \_\_\_\_\_ to \_\_\_\_\_.

<u>Date of Service Provided</u>	<u>Govt. Employee (s) Name/Agency</u>	<u>Service Provided</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date



## REGULATIONS RELATED TO LOST, FOUND AND ABANDONED PROPERTY

Code of Federal Regulations]

[Title 36, Volume 1]

[Revised as of July 1, 2001]

From the U.S. Government Printing Office via GPO Access

[CITE: 36CFR2.22]

## TITLE 36--PARKS, FORESTS, AND PUBLIC PROPERTY

## CHAPTER I--NATIONAL PARK SERVICE, DEPARTMENT OF THE INTERIOR

## PART 2--RESOURCE PROTECTION, PUBLIC USE AND RECREATION--Table of Contents

## Sec. 2.22 Property.

(a) The following are prohibited:

(1) Abandoning property.

(2) Leaving property unattended for longer than 24 hours, except in locations where longer time periods have been designated or in accordance with conditions established by the superintendent.

(3) Failing to turn in found property to the superintendent as soon as practicable.

(b) Impoundment of property. (1) Property determined to be left unattended in excess of an allowed period of time may be impounded by the superintendent.

(2) Unattended property that interferes with visitor safety, orderly management of the Park area, or presents a threat to Park resources may be impounded by the superintendent at any time.

(3) Found or impounded property shall be inventoried to determine ownership and safeguard personal property.

(4) The owner of record is responsible and liable for charges to the person who has removed, stored, or otherwise disposed of property impounded pursuant to this section; or the superintendent may assess the owner reasonable fees for the impoundment and storage of property impounded pursuant to this section.

(c) Disposition of property. (1) Unattended property impounded pursuant to this section shall be deemed to be abandoned unless claimed by the owner or an authorized representative thereof within 60 days. The 60-day period shall begin when the rightful owner of the property has been notified, if the owner can be identified, or from the time the property was placed in the superintendent's custody, if the owner cannot be identified.

(2) Unclaimed, found property shall be stored for a minimum period of 60 days and, unless claimed by the owner or an authorized representative thereof, may be claimed by the finder, provided that the finder is not an employee of the National Park Service. Found property not claimed by the owner or an authorized representative or the finder shall be deemed abandoned.

(3) Abandoned property shall be disposed of in accordance with title 41 Code of Federal Regulations.

(4) Property, including real property, located within a Park area and owned by a deceased person, shall be disposed of in accordance with the laws of the State within whose exterior boundaries the property is located.

(d) The regulations contained in paragraphs (a)(2), (b) and (c) of this section apply, regardless of land ownership, on all lands and waters within a Park area that are under the legislative jurisdiction of the United States.

[48 FR 30282, June 30, 1983, as amended at 52 FR 35240, Sept. 18, 1987]



RATE SCHEDULE

The Service evaluates the reasonableness of rates and prices primarily by comparison with those currently charged for comparable accommodations or goods furnished or sold outside of the areas administered by the National Park Service under similar conditions, with due allowances for length of season, provision for peak loads, accessibility and cost of labor and material, type of patronage and other conditions customarily considered in determining charges, but due regard may also be given to such other factors deemed significant.

The rates provided below pertain to the existing Concessioner's operation. Other routes may be proposed but are subject to approval of the Superintendent. Any rate proposals should be based on a maximum of \$ .52 per mile for 2007.

2006 RATES

Round Trip Fares from East Glacier

The round trip tour from East Glacier will depart at 8:00 am. The tour will travel over Highway 49 to St. Mary, with pick up points at Johnson's, St. Mary, Chewing Blackbones Campground and Red Eagle Motel as needed. They will then proceed into Glacier National Park with pickup points at St. Mary Visitor Center area, Rising Sun and Sun Point areas, then over the Going-To-The-Sun Road to Lake McDonald Lodge for a one hour lunch stop, and return to East Glacier by 4:30 pm.

Adults	\$ 55.00 per person
Children (5-12 years)	\$ 20.00 " "
Under 5 years	Free

Round Trip Fares from St. Mary

The round trip tour from St. Mary will depart from St. Mary Lodge at 9:15 am with pick up points at Johnson's, St. Mary, Chewing Blackbones Campground and Red Eagle Motel as needed. Tours enter Glacier National Park at the St. Mary Entrance with pickup points at St. Mary Visitor Center area, Rising Sun and Sun Point areas then continue over the Going-To-The-Sun Road to Lake McDonald Lodge for a one hour lunch stop, and return to St. Mary Lodge by 3:30 pm.

Adults	\$ 40.00 per person
Children (5-12 years)	\$ 15.00 " "
Under 5 years	Free

Round Trip Fares from the West Side

A round trip tour that will travel from the west side of the Area to St. Mary and

return for charter groups on a pre-arranged schedule. Passengers will be picked up outside the Area, at Apgar or at Lake McDonald Lodge.

Adults	\$40.00 per person
Children (5-12 years)	\$ 15.00 “ “
Under 5 years	Free

Lunches not included.

## AREAS EXCLUDED FROM COMMERCIALY GUIDED HIKE CLASSIFICATION

At the following list of sites and short walks, tour drivers are allowed to accompany their passengers and talk about the area without the activity being considered a commercially guided hike. The Concessioner may not assess additional charges for this service.

### **Apgar:**

Paved trails and walks bordered by McDonald Creek, Camas Road and GTS road.

### **Avalanche:**

Trail of the Cedars

### **GTS Road:**

Lake McDonald Accessible Trail

McDonald Creek wooden overlook.

Oberlin Bend walkway.

Paved Walks at Logan Pass.

Sun Point Overlook.

Trail between Rising Sun Boat Dock and picnic area.

Sunrift Gorge.

Trail between St. Mary Campground and the SMVC.

### **Two Medicine:**

Running Eagle Falls

### **Many Glacier:**

Swiftcurrent Nature Trail (around the Lake).

### **Goathaunt:**

Boatdock to the Snowflake.

### **Middle Fork:**

Goatlick Overlook Trail.

### **Camas Road:**

Huckleberry Nature Trail.



## **Exhibit C Insurance Requirements**

### **I. General**

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

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

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

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

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

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

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

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

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

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

Bodily Injury and Property Damage Limit -	<b>\$1,500,000</b>
Products/Completed Operations Limit -	<b>\$1,500,000</b>
Personal Injury & Advertising Injury Limit -	<b>\$1,500,000</b>
General Aggregate	<b>\$1,500,000</b>
Fire Damage Legal Liability ``per fire"	<b>\$ 50,000</b>

2. The liability coverages may not contain the following exclusions/limitations:
  - a. Athletic or Sports Participants
  - b. Products/Completed Operations
  - c. Personal Injury or Advertising Injury exclusion or limitation
  - d. Contractual Liability limitation
  - e. Explosion, Collapse and Underground Property Damage exclusion
  - f. Total Pollution exclusion
  - g. Watercraft limitations affecting the use of watercraft in the course of the concessioner's operations (unless separate Watercraft coverage is maintained)
3. If the policy insures more than one location, the General Aggregate limit must be amended to apply separately to each location, or, at least, separately to the appropriate National Park Service location(s).

#### **B. Automobile Liability**

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

**\$1,000,000 per person** or as required by the State of Montana, or as required by the US Department of Transportation whichever is higher.

**\$2,000,000 per occurrence** or as required by the State of Montana, or as required by the US Department of Transportation whichever is higher.

#### **C. Liquor Liability (if applicable) N/A**

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

Each Common Cause Limit  
Aggregate Limit

#### **D. Watercraft Liability (or Protection & Indemnity) (if applicable) N/A**

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

Each Occurrence Limit

**E. Aircraft Liability (if applicable) N/A**

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

Each Person Limit  
Property Damage Limit  
Each Accident Limit

**F. Excess Liability or Excess “Umbrella” Liability**

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

**G. Care, Custody and Control--Legal Liability (Describe Specific Coverage) N/A**

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

Any One Loss

**H. Environmental Impairment Liability N/A**

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

Each Occurrence or Each Claim Limit

Aggregate Limit

**I. Special Provisions for Use of Aggregate Policies.**

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

**J. Self-Insured Retentions.**

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

**I. Workers Compensation and Employers' Liability.**

Coverage will comply with the statutory requirements of the State of Montana.

**III. 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 Best's Key Rating Guide (Property-Casualty edition).
3. All insurers must be admitted (licensed) in the state in which the concessioner is domiciled.

**IV. Certificates of Insurance.**

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

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

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

**II. Statutory Limits**

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

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Appendix I - B ..... Map Compact Disk and hard copy included

Appendix II ..... Compact Disk (hard copy not included)

Appendix II - A ..... Concessions Management Improvement Act of 1998

Appendix II - B..... 36 CFR Part 51, Code of Federal Regulations  
Concession Contracts and Permits

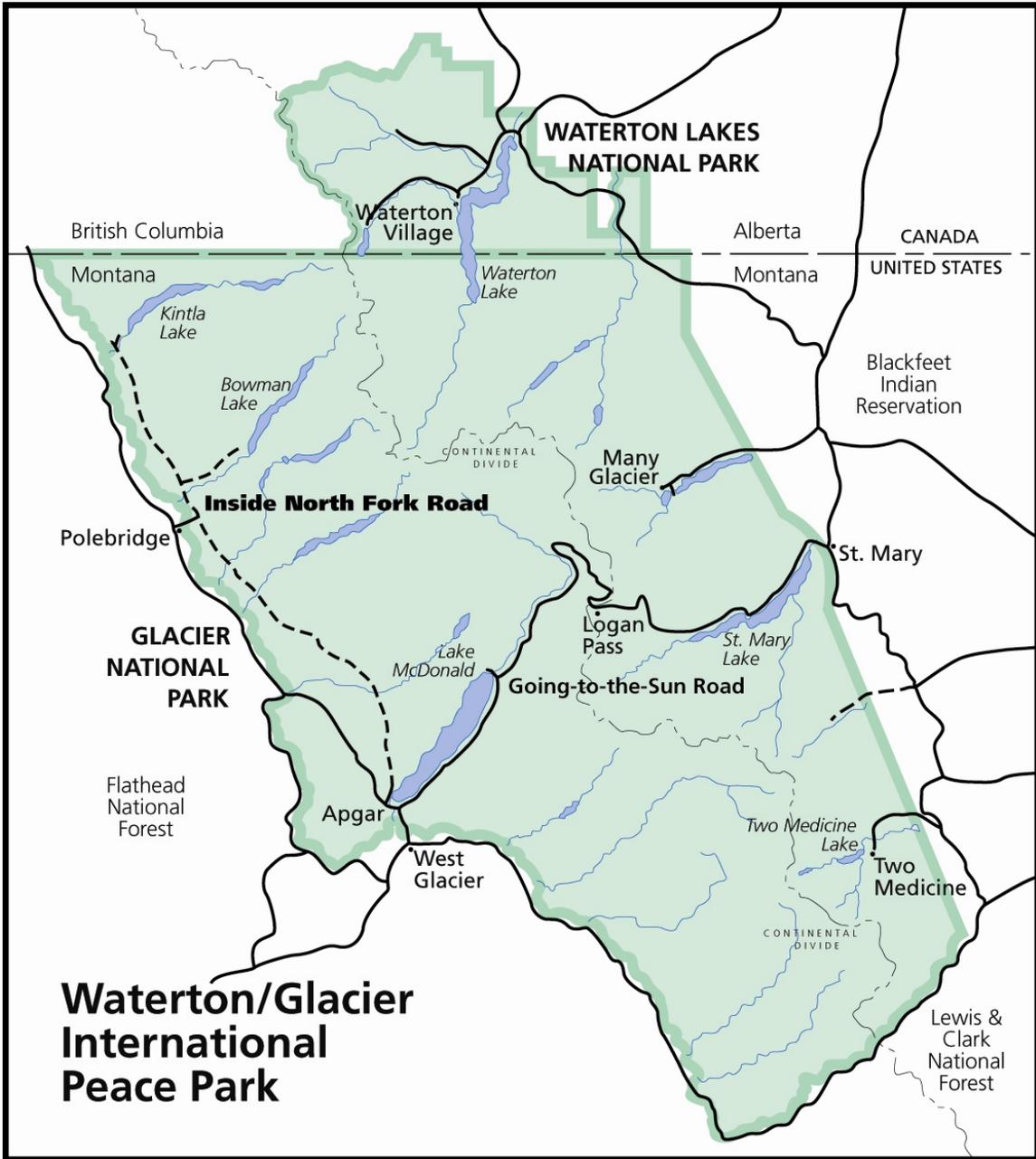
Appendix II - C ..... NPS Management Policies, Chapter 10

Appendix II - D ..... Bear Management Plan  
Glacier NP General Management Plan and Glacier NP Commercial  
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Appendix III..... Proposal Package and Electronic Financial Forms



### GLACIER NATIONAL PARK MAP





**APPENDICES  
COMPACT DISK**

**PROPOSAL PACKAGE  
COMPACT DISK**



# **PARK BROCHURE**





EXPERIENCE YOUR AMERICA