

**EXHIBIT B**

# **GLACIER BAY LODGE AND TOURS OPERATING PLAN**

**Revision: June 17, 2013**

## **INTRODUCTION**

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## **INTRODUCTION**

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

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

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

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

## **Definitions and Abbreviations**

### **Definitions**

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

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

“Environmental Purchasing” refers to the affirmative acquisition of environmentally preferable products.

“Environmentally Preferable” refers to products or services that have a lesser or reduced effect on human health and the environment when compared with competing products

- or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operations, maintenance, or disposal of the product or service.
- “Hazardous Chemical” refers to any chemical which is a physical or health hazard, as regulated by the US Occupational Safety and Health Administration in 29 CFR 1910.1200.
- “Hazardous Material” refers to a substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has been designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 USC 5103), as regulated by the US Department of Transportation in 49 CFR 171.
- “Hazardous Substance” refers to any hazardous waste, hazardous chemical or hazardous material.
- “Hazardous Waste” refers to the definition of hazardous waste as regulated by the US Environmental Protection Agency in 40 CFR 261.
- “Incidental” refers to a spill or release of a hazardous substance which does not pose a significant safety or health hazard to the environment or employees in the immediate vicinity or to the employee cleaning it up. Incidental releases are limited in quantity, exposure potential, or toxicity and present minor safety or health hazards to employees in the immediate work area or those assigned to clean them up. Employees who are familiar with the hazards of the chemicals with which they are working may safely clean up an incidental spill.
- “Marine Sanitation Device” refers to any equipment for installation onboard a vessel that is designed to receive, retain, treat or discharge sewage, and any process to treat such sewage, as defined by the Federal Water Pollution Act.
- “Nonincidental” refers to a spill or release that is not an incidental spill.
- “Pollution Prevention” refers to “source reduction,” as defined in the Pollution Prevention Act of 1990, and other practices that reduce or eliminate the creation of pollutants through increased efficiency in the use of raw materials, energy, water, or other resources; or protection of natural resources by conservation.
- “Post-consumer Material” refers to a material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- “Recycling” refers to the act of producing new products or materials from previously used and collected materials.
- “Universal Waste” refers to the definition of universal waste as regulated by the US Environmental Protection Agency in 40 CFR 261.
- “Waste Prevention” refers to any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.
- “Waste Reduction” refers to preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

**Abbreviations**

AFR: Annual Financial Report

AHJ: Authority Having Jurisdiction  
 CFR: Code of Federal Regulations  
 CPR: Cardiopulmonary Resuscitation  
 EMP: Environmental Management Program  
 ERP: Emergency Response Program  
 FEIS: Final Environmental Impact Statement  
 HACCP: Hazard Analysis Critical Control Point  
 HAZWOPER: Hazardous Waste Operations and Emergency Response  
 MARPOL: International Convention for the Prevention of Pollution from Ships  
 MSD: Marine Sanitation Device  
 NFPA: National Fire Protection Association  
 NPS: National Park Service  
 OSHA: Occupational Safety and Health Administration  
 PPE: Personal Protective Equipment  
 SCBA: Self-Contained Breathing Apparatus  
 SOP: Standard Operating Procedure  
 SPCC: Spill Prevention Control and Countermeasures  
 VIP: Volunteers in the Park

## **General Operating Standards and Requirements**

### **Schedule of Operation**

#### *General*

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

### **Rates**

#### *Rate Approval*

#### *General*

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

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

<b>Rates</b>	<b>NPS Response Dates</b>
Lodge and Day Tour Rates	Within 30 days of submission.
Food and Beverage Service	Within 15 days of submission.

Fuel (Gasoline & Diesel)	Within 5 working days.
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Approved Rate Posting. The Concessioner will prominently post approved rates for goods and services provided to the visiting public.

*Reduced Rates for Federal Employees on Official Business*

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

### **Purchasing**

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

*Environmental Purchasing.* The Concessioner will employ environmental purchasing where economically and technically feasible and appropriate.

### **Evaluations and Contract Compliance**

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

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

The following paragraphs describe required inspections and the responsible party:

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

*Health and Safety Inspections*

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

NPS Safety Inspections. The NPS Safety Officer will conduct at least one annual review of the effectiveness of the Concessioner's Risk Management Program.

Public Health Inspections. The Public Health Service Sanitarian shall conduct unannounced periodic food service evaluations of the Concessioner's food and beverage operations.

*Fire Inspections*

The Concessioner. The Concessioner will have a qualified professional perform interior and exterior fire inspections of all concession facilities within 30 days of initial occupancy and on an annual basis thereafter. Written records, verifying the completion of such inspection, will be maintained by the Concessioner. A copy of

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

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

#### *Environmental Inspections*

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

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

Visitor Comment Cards. Concessioner will make Service-approved comment cards available to visitors in order to measure service and quality standards, product mix, pricing and overall Park experience. The Concessioner shall investigate and respond to all visitor complaints regarding Concessioner services within 30 days. Visitor comments that allege misconduct by Concession employees, pertain to the safety of visitors or other Park employees, or concern the safety of Park resources shall be provided to the Service upon receipt. All comment cards received shall be made available to the Service upon request. The Concessioner shall provide to the Service tabulated summaries of all visitor comments 15 days after the end of the month, including a year-to-date tabulation.

## **General Policies**

### *Facilities Use*

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

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

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

Facility Reservations. The Concessioner will utilize a centralized automated reservation system capable of accommodating requests for all services for which reservations are offered. All reservation personnel will be familiar with services available under this contract, and will be able to coordinate reservations in multiple services.

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

Reservations Services. Reservations services will be available at a minimum via the telephone (toll-free) [Proposal ref. PSF2-sf2d page 3], mail, fax, and Internet.

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

*Lost and Found.* The Concessioner will operate its own Lost & Found department in conjunction with the park's lost and found procedures. All found items will be immediately tagged showing the location found and the name and address of the finder, and placed into a secure location under the control of the Front Desk Manager. In addition, a log of all lost and found items will be maintained by the Concessioner, tying the item to the tag number and disposition. A copy of this log is to be furnished to the NPS Visitor Information Station (VIS) on a weekly basis. Items found in Concession areas shall be returned to the owner if possible. All lost and found items will be taken to the lodge front desk for tagging and logging (this includes items from vessels, rooms, lobby, employee areas, etc.). Items not returned to their owners within seven days will be turned over to the VIS.

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

#### *Telephone Services*

Pay Telephone Locations. The Concessioner may offer public pay phones with the approval of the Superintendent.

#### *Vending*

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

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

Cigarettes. Cigarette vending machines are prohibited.

#### *Elevator Lift.*

The Concessioner is responsible for facilitating use of the elevator through key security and assistance to users during the lodge operating season. The NPS is responsible for maintenance of the lift providing handicapped access to the upper level of the lodge building (including any necessary inspections) until such time as the Concessioner is assigned space upstairs.

#### *Vehicles and Vessels*

Identification. Concessioner boats and ground transportation will be identified with the Company name, logo and an identifying number. Color schemes (other than for the Company logo) and size of graphics will be submitted to the Service for approval prior to making any changes.

### *Employee Housing and Feeding*

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

### *Interactions with Wildlife*

- (a) The feeding of wildlife within the Area is prohibited. The Concessioner must not encourage the feeding of wildlife within the Concession Facilities by displaying food, such as popcorn and bread, or maintaining hummingbird, seed, suet, or any other type of bird feeders, in such a manner that may imply approval of the feeding of wildlife. Food should not be left unattended outdoors.
- (b) The Concessioner must display approved signage informing visitors not to leave unattended food on any outdoor picnic table within the Concession Facilities.
- (c) Merchandise such as plant material or plant seed of any kind may not be sold within the Area.
- (d) To prevent wildlife attraction, all solid waste from the Concessioner's operations must be adequately bagged, tied and stored in sealed containers. Outdoor receptacles for trash, food waste, and non-paper recycling must be in bear resistant containers (BRC) which are closed properly at all times. Indoor receptacles should be constructed based on use (i.e., food waste versus office trash). All solid waste and recycling receptacles must be approved by the Service.
- (e) The Concessioner and its employees must notify the Service immediately regarding any issues with wildlife, including whale strikes, bear problems, etc..

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

### *Human Resources Management*

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

### *Training*

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

training. The Service will monitor this training and may assist the Concessioner on request.

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

Concessioner Training Program: The Concessioner will develop a written employee orientation and training program based on the elements included in the proposal [Proposal ref. PSF1 SF1e and PSF 2 SF2B] submitted December 1, 2003. This program will be available for NPS review, upon request.

#### *NPS Contacts*

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

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

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

### **Specific Operating Standards and Requirements**

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

#### **A) Glacier Bay Lodge**

##### *Operating Standards*

Front Desk Operations. A Glacier Bay Lodge representative will be available for guest services 24-hours per day. Telephones should be answered within three rings.

Franchise Fee & Utility Payments. The following information should be included on all payments (both checks and wire payments):

- 1) ARAMARK's Customer #3000007827".
- 2) The NPS Bill Number - xxxxxxxxxx (NPS will send bill number to the Concessioner each month that a payment is due).

In addition, please send an email notification to <Marilyn\_Trump@nps.gov> and <Maribeth\_Jarvis@nps.gov> when a payment is sent. Include the dollar amount sent, the date payment was wired or mailed, your vendor code and the park's Bill for Collection number.

Camper services: The front desk will sell vouchers for the camper drop off and pick up services.

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

Guest Room Security. Each guest unit door must be equipped with both a primary lock and a secondary deadbolt lock. Each door to a connecting room must be equipped with a deadbolt lock.

Guest Room Amenities. Each room will be provided with coffee brewers and environmentally preferable amenities, such as biodegradable soaps, shampoos, conditioners, etc. in bulk dispensing containers. Any changes in room amenities will be submitted to the Superintendent for approval prior to making the change. [Proposal ref. PSF2-SF2a2 page 11-12].

Solid Waste Management. In-room trash collection will be provided. In-room containers for recycling will be provided [Proposal ref. SSF1-SF4 page 8].

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

### *Group Meetings and Special Events*

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

## **Food and Beverage Service**

### *General*

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

The Concessioner will serve only shade grown coffee [Proposal ref. SSF1 SF3 page 12].

The Concessioner will implement a comprehensive HACCP program based on the ARAMARK program (ref. PSF2-SF2c page 6 & ARAMARK Hazard Analysis and Critical Control Point 98 page presentation – on CD)

The Concessioner will offer a core menu of reasonably priced familiar dishes [Proposal ref. PSF2-SF2a2 page 14, 16].

Local and low fat dishes will be offered [Proposal ref. PSF2-SF2a2 page 16-17].

### *Lodge Restaurant*

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

waits for tables shall not exceed 30 minutes, except during peak guest use when waiting periods shall not exceed 45 minutes;

waiting periods after a food order has been placed shall not exceed 30 minutes; and,

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

### *Alcoholic Beverage Sales*

Availability. Alcoholic beverage service may only be available to the public with, or immediately prior to, meal service. Staff serving alcoholic beverages must meet or

exceed all applicable State of Alaska requirements for serving these beverages (AS 04.21.025. Alcohol Server Education Course.)

## **Merchandising**

### *General*

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

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

Glacier Bay Lodge Gift Shop and Lobby

Day Tour Boat

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

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

The Concessioner will provide an ATM machine at a location approved by the Superintendent [Proposal ref. PSF2-SF2a2 page 20], if economically feasible.

The Concessioner will offer internet access (an “internet kiosk”) at a location approved by the Superintendent [Proposal ref. PSF2-SF2a2 page 20].

### *Gifts and Souvenirs*

Items to be Sold. Gift shops will offer items that have a direct relationship to Glacier Bay National Park & Preserve, its environs, history, or other related natural or cultural topics. Wherever possible and appropriate, informational tags will be attached to the sales item to show their relationship to Park themes. Items of Park interpretive value and general value in natural and cultural education will be prominently displayed, including authentic Alaska Native handcrafts. The Concessioner will give preference to sale of locally produced items as much as is economically feasible [Proposal ref. PSF2-SF2a2 page 17].

### Items Not to be Sold

Articles which persons of normal sensitivity might consider obscene, suggestive, indecent, blasphemous, profane, vulgar, or in ridicule of established institutions or customs.

Animal skins or taxidermy specimens, or items containing animal parts except as part of an approved Native handcraft.

Articles that are mislabeled as to character or origin, or otherwise misrepresented.

Archaeological specimens or objects of American Indian origin over 100 years old.

Fossils or other earth products (such as petrified wood) whose origin is from public lands.

*Grocery and Sundry Items*

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

**Fuel Service***Operations*

Hours of Operation. Minimum hours of operation will be 8:00am to 5:00pm continuous service with a wait time of no longer than 15 minutes and 5:00pm to 8:00pm will be available on call with a response time of no longer than 30 minutes during the operating season.

*Fuel Docks*

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

*Fueling Procedures and Training*

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

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

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

The Concessioner will answer calls for fuel either in person or by radio/telephone communications within one minute or three rings.

Fueling employees will be available on the fuel dock to dispense fuel within 15 minutes of the initial call and will be responsible for the proper fueling of all vessels (private and Concessioner-owned), instructing the boating public who wish to fuel their own vessels on the appropriate safety and environmental measures that must be undertaken prior to and during fueling the vessel. Fueling employees must also directly supervise the fueling of the vessel by the visiting public.

Customers will be discouraged through appropriate signage from “topping-off” to prevent overfilling fuel tanks.

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

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

The Concessioner will provide, and insure proper use of, absorbent pads and overflow capture devices during all vessel fueling [Proposal ref. PSF1-SF1b page 2]. Concessionaire will keep fuel absorbing materials in the spill containment area surrounding the fuel dispensing nozzles and keep the containment area free of water

and free product. Saturated absorbent materials and water will be disposed of using the proper procedures.

## Vehicle and Transportation Operations

### *Operations*

Vehicle maintenance will not be performed in visitor use areas. The Superintendent will designate areas for vehicle maintenance and concessioner parking. Concessioner parking for vehicles, other than those being immediately being used for transportation of passengers, is in the concession administration area. Minor vehicle maintenance can be performed in the Concessioner Administration area.

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

## Bicycle Rental

*General.* Bicycle rental services, if provided, will comply with the following:

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

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

A map showing permitted areas of use and speed limits (20 mph for the most part) will be provided with each rental. The employee renting the bicycle will reinforce this information verbally.

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

Bicycles will be kept in racks in an NPS approved location.

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

## Interpretive Services

### *General*

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

### *Non-Personal Interpretive Services*

Non-Personal Interpretive Items. The Concessioner will explore a wide array of methods for conveying interpretive messages to visitors on Park-related themes and topics such as resource protection, appreciation of Park values, and Service goals. Park interpretive themes will carry over to merchandise sold in retail outlets. Service

approved interpretive messages will be included on such items as menus, placemats, paper cups, tent-cards, etc.

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

## **Vessel Operations**

### *General Requirements*

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

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

### *Incident Reporting*

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

Personal injury to a visitor or crewmember that may result in a tort claim or requires medical attention other than minor first aid.

Marine casualties or oil spills as defined by all Applicable Laws including, but not limited to Coast Guard regulations.

Wildlife incidents involving injury, property damage or posed a threat to humans.

Any campers who missed a scheduled pick-up.

### *Operating Requirements*

The Concessioner will take every precaution necessary to insure that their vessel's wake will not injure a visitor or cause damage to other vessels or the Bartlett Cove Public Use Dock. Park regulations prohibit operating a vessel in excess of 5 mph or creating a wake within 300 ft. of the Bartlett Cove Public Use Dock When traveling within ½ mile of a shoreline and overtaking another vessel or kayak in the water or on shore, Concessioner vessels should be slowed to a speed that will reduce the impact of their wake on the smaller vessel. When a cruise-ship transfer is in progress, Concessioner vessels should avoid creating a wake that could endanger boarding personnel. When a Concessioner vessel is overtaking a Service transfer vessel, the captain will radio the Service transfer vessel and coordinate a course that will minimize potential conflict.

Vessel operators of all Concession vessels will [provide whale sightings to NPS](#)

by marine band radio to KWM 20 Bartlett Cove on request of NPS personnel.

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

#### *Vessel Requirements*

All concession vessels shall:

- Carry U.S. Coast Guard approved covered inflatable life rafts capable of carrying all passengers and crew and mounted so as to be automatically deployed in case of emergency.
- Have appropriately sized lifejackets onboard for all passengers, including adults and child-sized jackets;
- Have at least one crewmember certified in standard First Aid, CPR and use of the automatic defibrillator on the vessel during all day tours.
- Carry a first aid kit, including blood pressure cuff and stethoscope, oxygen capacity for delivering six liters per minute for 60 minutes, and an automated external defibrillator. The contents of the first aid kit will be subject to review by the Chief Ranger.
- Maintain equipment for and comply with Applicable Laws with regard to the discharge of blackwater (sewage) and greywater into the water or land within the Park. Have a Type I or II marine sanitation device capable of legally discharging wastewater without the use of the Park wastewater treatment plant. Discharging wastewater into the NPS operated wastewater treatment plant at Bartlett Cove is prohibited without the written approval of the Superintendent. Discharging untreated wastewater into marine waters more than three miles from shore outside the Park is also prohibited.
- Have a bilge monitoring system that prevents discharge of oil or oily water, except in an emergency [[Proposal ref. PSF1-SF1b page 1](#)].

#### *Vessel Use Days*

The Concessioner is authorized the following vessel use:

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

#### *Day Tour Requirements*

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

- Have a rated capacity of at least 149 passengers.
- Follow an approved route with the provision for optional areas such as Shag Cove, Reid Inlet and the length of Tidal Inlet.
- Spend at least 15 minutes at South Marble Island.
- Spend at least 30 minutes at the face of Margerie or Johns Hopkins Glacier.
- Allow 1 hour for “opportunistic” wildlife viewing. Some prime viewing locations could include Oystercatcher Creek, Geikie Inlet, Gloomy Knob and the outwash at Tidal Inlet, near Grand Pacific Glacier or Russell Island cut.

- Shut down internal combustion engines if safe to do so while viewing primary tidewater glaciers, as defined by the NPS.
- Provide good viewing areas from inside and out on the deck. Windows shall be kept clean and fog free.
- Provide at least 8 square feet of floor space or 24 cubic feet of display cabinet space and 12 square feet of wall space in an accessible public area for Service interpretive visitor information (maps, reference books, hands-on items, exhibits).
- Provide a public address system with a cordless microphone that can be broadcast and understood on all inside and outside decks, for use in the Service interpretive program. Outside speakers for this system will be oriented such that sound projected beyond the vessel is minimized.
- Limit Concessioner announcements to those required for proper operation of the vessel.
- Limit on-board sales to only those items essential to the trip, including – but not limited to – Adult Apparel, Children’s Apparel, Souvenirs, Publications, Film and Batteries, Sundries, and Services. [Proposal ref. PSF2-SF2a1 page 5-6]
- Provide binoculars, for loan or rent, in quantities sufficient to meet demand [Proposal ref. PSF2-SF2a page 6].

#### *On-board Interpretation*

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

#### ***Camper/Kayaker Drop-Off Service***

- The Concessioner will provide daily backcountry vessel drop-off/pick-up services accommodating at least 18 campers and 15 kayaks or canoes to a minimum of three sites selected by the Service in consultation with the Concessioner.
- Drop-offs and pick-ups will be on a regular schedule. If a backcountry party is not present at a scheduled pick-up, NPS Visitor Protection Staff must be notified as soon as radio communication is possible. Unless directed otherwise by the Service, the Concessioner will continue the scheduled trip.
- Drop-off sites may be changed by the Service at any time when required for protection of Park resources or visitor safety. Up to two additional sites may be selected by mutual agreement of the Service and Concessioner.

#### **The GB Lodge Day Tour drop-off sites for 2013 are:**

**Sundew/West Arm, Mt. Wright/East Arm May 27- July 15  
Mid-Season Switch**

**Rendu/West Arm, Sebree/East Arm. July 16 - Sept. 2**

**Supplemental Drop-off site: May 27-Sept 2: Ptarmigan Creek is approved for drop-offs and pick-ups of Alaska Discovery or Alaska Mountain Guides** guided kayaking groups. The Concessioner is also authorized to drop-off unguided individuals or groups in conjunction with drop-offs or pick-ups of guided kayak groups.

**Scheduled pick-ups** of unguided individuals or groups at Ptarmigan are **not** authorized. However, pick-up of unguided individuals or groups is authorized at the Captain's discretion.

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

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

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

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

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

*Dock Use*

The Concessioner will be allocated a portion of dock space at the NPS Public Use Dock for their commercial marine operations. All other vessel use will be considered private and will adhere to general park regulations concerning use of park facilities. Dock space number one (see attachment 1, dock map), on the west end of the Public Use Dock, is assigned to the Concessioner for their use. The Service will consult with the Concessioner when allocating Concessioner dock space-

**Concessioner Reporting Requirements**

## **B) Concessioner Reports**

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

### *General*

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

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

Incident Reports. The Concessioner will report immediately following incidents to the Park:

any fatalities or incidents which could result in a tort claim to the United States; property damage over \$500;

any injury sustained by a visitor or employee in a concession facility, and/or all medical emergencies shall be reported promptly to the NPS Visitor Information Station at 907-697-2627 or call 911 for emergencies or the Park's emergency number: 907 697-2651.

all employee and/or visitor illness complaints will be promptly reported to the Service through the appropriate District Ranger so that thorough investigating procedures can be completed as necessary;

all motor vehicle accidents;

any incident that affects the Park's natural and/or cultural resources; and,

any known or suspected violations of law.

a summary of all incidents occurring during the month shall be included in the consolidated month-end report.

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

### *Monthly Asset Monitoring Report*

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

### Financial and Operational Statistics

The Concessioner will provide operational statistics and financial information for each revenue-producing outlet. The statistics and information will be provided in a mutually agreed upon format. (See Operational Reports, below)

The Concessioner will provide documentation to the Superintendent demonstrating proof of required franchise fee payments as described in Section 11 of the CONTRACT within 15 days of any remittance.

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

Maintenance Reserve. A status report on projects funded by the Maintenance Reserve.

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

### **Concessioner Operational Reports**

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

#### *Overnight Lodging*

Rooms available and occupied and average daily room rate

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

Total guest count

Average length of stay

Turn-away demand for days during that month and reasons

Telephone revenues (in room, internet and fax charges)

#### *Day Tour Boat and Camper Drop-Off*

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

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

Number of campers dropped off by location

Number of campers picked up by location

Number of kayaks transported into and out of the Park

#### *Food and Beverage*

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

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

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

#### *Merchandising*

Revenue by Outlet.

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

*Employees*

- Number of employee housing beds available and occupied.
- Number of permanent and seasonal employees on staff at end of month.
- Number of meals served by breakfast, lunch and dinner.

*Fuel*

- Land (if offered). Type & number of gallons sold and associated revenue
- Water. Type & number of gallons sold and associated revenue

*Transportation*

- A breakdown, by day, of the number of bus trips and their route (ex. Bartlett Cove-Gustavus Airport).
- The total number of buses run per day.
- Actual passenger counts per bus per day.

**Utility Responsibility****General Requirements**

- Utilities provided to the Concessioner by the Service include electricity, water, sewage treatment, and fuel storage and handling. Utility rates are established in accord with Service policy. Utility statements will be issued to the Concessioner each month.
- The Service will review operating costs for utility systems and services annually and will notify the Concessioner in writing by November 30 of the rates for the upcoming year (which will run from January 1 – December 31). A rate comparability study is to be done by the Service, and rates shall be based on both the study and results of the preceding fiscal year's actual costs.
- The Service will review the Concessioner's pass-through reports to compare the projected and actual utility costs and rate pass-through. Differences of more than 5% will result in adjustments for the following year.
- Nothing in this agreement will prevent the Service from terminating a particular utility service if such service is commercially available and the Service deems it is in the public interest to switch to a commercial utility.

**Water & Sewage**

- The Concessioner will be billed for water and wastewater utility services based on the amount of total water delivered to Concessioner Facilities.

**Solid Waste Disposal**

- The Concessioner is responsible for separation, recycling and disposal of solid waste outside the Park.

**Fuel Services**

- The Service will bill the Concessioner for the pro-rated cost of operation of the fuel storage facility based on the proportion of fuel the Concessioner passes through the facility. The basis for such billing (cost of operation and fuel data documentation) will be available to the Concessioner for review.

**Risk Management**

A Risk Management Plan will be reviewed annually and updated as necessary. The program will include, at a minimum, the following components:

*Administration*

*Inspections*

*Deficiency Classification and Hazards Abatement Schedules*

*Accident Reporting and Investigation*

*Public Safety Awareness*

*Training*

## **Security and Emergency Services**

### **Protection and Security**

*Law Enforcement*

The National Park Service. The National Park Service shall respond to violations of Federal laws and regulations. State officials may be called to assist in some matters but this will be accomplished through the office of the Chief Ranger or his/her authorized representative.

*Concessioner Security Personnel*

Security. During the operating season, the Concessioner shall provide security personnel (Manager on Duty can serve as security personnel) for employee housing area to handle in-house employee issues and to check concession facilities for security purposes on a 24-hour, 7-day per week schedule. Concessioner-employed security personnel will be empowered to enforce the Concessioner's employee policies and housing regulations. Security personnel should be identified as an employee, in uniform when on duty, with the same standards as all for the other employees. The Concessioner's Manager-On-Duty, serving as a security person, will have a visual name tag/badge identifying him/her as such.

Authority. Concessioner-employed security personnel have only the authority of private citizens in their interaction with Park visitors.

### **Fire Protection**

*The Service and the Concessioner shall provide fire protection jointly, with primary responsibility lying with the Service.*

Concessioner. The Concessioner has the responsibility to ensure that all facilities within its assigned area meet Federal, State and Local codes and that fire detection and appropriate suppression equipment is installed, operated, and maintained in accordance with applicable National Fire Protection Association standards, including completion of any required inspections and timely corrective actions.

National Park Service. The Service will provide emergency response fire protection services to the Concessioner.

### **Emergency Medical Care**

Emergency. The Service will provide emergency response medical services to the Concessioner.

Qualified Staff. The Concessioner shall provide qualified staffing to provide health information, first aid, and non-emergency treatment to the Concessioner's employees. The minimum certification standard will be First Aid/CPR.

### **Emergency Response**

*General.* The concessioner will provide plans and procedures, equipment and training to employees to effectively respond to releases of hazardous substances and biological substances for the purpose of controlling or stopping the release in accordance with Applicable Laws.

*Emergency Response Plans.* As a component of its Risk Management Program, the concessioner will maintain and implement an Emergency Action Plan ("EAP") and an Emergency Response Plan ("ERP") in accordance with 29 CFR 1910.38 and 1910.120 respectively. The ERP will describe emergency response procedures that the concessioner will maintain to respond to non-incident spills of hazardous substances stored and handled by the concessioner "for the purpose of containing the release" as defined in 29 CFR 1910.120(q)(6)(ii). Hazardous substances to be addressed in the ERP will include, but are not limited to, gasoline and diesel fuel. Other substances that may be included in the ERP include cleaning products, paints and other maintenance supplies that may be stored or handled by the Concessioner in quantities that may result in a nonincidental spill. The Concessioner's ERP and EAP will be integrated and consistent with the Concessioner roles and responsibilities and procedures specified in the Park Spill prevention, Control and Countermeasure ("SPCC") Plan, Facility Response Plan ("FRP") and Fuel Transfer Plan.

*Training.* Hazardous Waste Operations and Emergency Response ("HAZWOPER") training will be provided to concessioner employees in accordance with 29 CFR 1910.120, as necessary and appropriate to implement the Concessioner's ERP. Applicable Concessioner employees will be trained at the HAZWOPER "First Responder Operations level" or greater.

*Emergency Response Equipment.* Emergency response equipment, including at least two *automated external defibrillators* at the Lodge, will be provided as necessary and appropriate to implement the Concessioner's ERP and will be maintained in good condition.

*Biological Hazard Emergency Response.* The concessioner will maintain separate plans and procedures for responding to spill and leaks of sanitary wastes from concessioner maintained utilities that present potential biological hazards. These plans will include means to control and stop the spill or leak. Employees involved in such emergency procedures will have Bloodborne Pathogen and other applicable public health training and will be trained on the Concessioner's emergency response procedures. Equipment will be maintained as necessary to implement the Concessioner's emergency response plan including spill response and personal protective equipment.

### **Hazard Communication**

The Concessioner will develop, document, and implement a Hazard Communication Program in accordance with OSHA regulation 29 CFR 1910.1200 and the NPS Risk Management Program requirements. The Hazard Communication Program will address the written program, container labeling, material safety data sheets, and training.

### **Respiratory Protection**

The Concessioner will develop, document, and implement a Respiratory Protection Program in accordance with OSHA regulation 29 CFR 1910.134 and the NPS Risk Management Program requirements. The Respiratory Protection Program will address voluntary and required respirator use and all respirators, including filtering facepieces (i.e., dust masks).

## **Public Relations**

### **Required Notices**

The following notice will be prominently posted at all Concessioner cash registers and payment areas:

“This service is operated by (Concessioner’s name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service.

Please address comments to:

Susan L. Boudreau, Superintendent  
Glacier Bay National Park & Preserve  
P.O. Box 140  
Gustavus, Alaska 99826  
907-697-2230  
E-mail: [susan\\_boudreau@nps.gov](mailto:susan_boudreau@nps.gov)

All media inquiries concerning the Park will be referred to the Superintendent.

### **Advertisements and Promotional Material**

#### *Promotional Material*

Approval. The Concessioner will submit all promotional material prior to publication, distribution, or broadcast, to the Service for approval. The Concessioner shall contact the Service well in advance to establish specific time frames for each project review. The Service may order unapproved promotional material removed from circulation.

Changes. Brochure changes and layout should be submitted to the Superintendent for approval at least 30 days prior to projected need/printing dates. The Superintendent will make every effort to respond to minor changes to brochure and other texts within 15 days. Longer periods may be required for major projects or where NPS assistance is required to help develop the product. The Concessioner should contact Park staff well in advance to establish specific time frames for each project.

Material Specifications. All advertisements and promotional material will be published on minimum 30% post-consumer material paper and/or tree-free products and double-sided where economically and technically feasible and appropriate. The use of soy-based inks is recommended.

#### *Statements*

Authorization. Advertisements must include a statement that the Concessioner is authorized by the NPS and the Department of the Interior, to serve the public in the Glacier Bay National Park & Preserve

**Volunteers in the Park (“VIP”) Program**

The Concessioner will allow its employees to participate in the Park’s Volunteer in Park program.

Approved By: \_\_\_\_\_ /s/ \_\_\_\_\_ Date: \_\_\_\_\_  
Susan L. Boudreau  
Superintendent, Glacier Bay National Park & Preserve

Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dominic Canale  
District Manager  
Glacier Bay National Park and Preserve Concessions, LLC